

**Sunbridge
Stewardship District**

12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900

<https://www.sunbridgesd.com/>

The following is the proposed agenda for the meeting of the Board of Supervisors for the Sunbridge Stewardship District, scheduled to be held **Thursday, December 5, 2019 3:30 a.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 Carol Harris at HarrisCa@PFM.COM or (407) 723-5900. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: 1-844-621-3956

Participant Code: 791 906 961 #

BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

Roll Call to Confirm Quorum

Public Comment Period

1. Consideration of the Minutes of the October 17, 2019 Board of Supervisors' Meeting
2. Website Matters
 - A. Ratification of the Expenditure to Procure a New Domain Name
 - B. Consideration of Website Enhancements for Water Utility

Business Matters

3. Consideration of Resolution 2020-05, Setting the Public Hearing to Adopt Amended and Restated Rules of Procedures (Recommend February 6, 2019)
 - A. Memorandum of Updated Provisions of the District's Rules of Procedure
 - B. Redline Revisions to Rules of Procedure
4. Matters Related to the District Engineer
 - A. Consideration of the Agreement Between the Sunbridge Stewardship District and Poulos & Bennett, LLC for Project Engineering Services
 - B. Consideration of the Agreement Between the Sunbridge Stewardship District and Poulos & Bennett, LLC for Utility Engineering Services
 - C. Consideration of Qualification Statements for District Engineering Services
(provided under separate cover)
5. Consideration of Matters Relative to the Del Webb 2019 Assessment Area
 - A. Consideration of the Amended Supplemental Engineer's Report for Capital Improvements – Del Webb 2019 Assessment Area
 - B. Consideration of the Amended Master Assessment Methodology Report 2019 Assessment Area and Del Webb 2019 Assessment Area



- C. Public Hearing on the Imposition of Special Assessments
 - Public Comments
 - Board Comments
 - i. Resolution 2020-06, Imposing Special Assessment
 - ii. Notice of Imposition of Special Assessments

Financial Matters

- 6. Consideration of the CRI Engagement Letter
- 7. Ratification of Funding Requests 9-10
- 8. Ratification of Payment Authorizations 66 Revised, 69-74
- 9. Review of Monthly Financials

Other Business

- A. Staff Reports
 - o District Counsel
 - o Interim Engineer – Revised Master Engineer’s Report next meeting (acreage issue)
 - o District Manager - March 5, 2019 NCC unavailable due to primaries
- B. Supervisor Requests and Audience Comments

Adjournment



Sunbridge Stewardship District

Consideration of Minutes

MINUTES OF MEETING

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

Thursday, October 17, 2019 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
Ralph Ireland	Assistant Secretary
Cristyann Courtney	Assistant Secretary
Heather Isaacs	Assistant Secretary

Also Present:

Hank Fishkind	PFM	
Clint Beaty	Tavistock Development	
Lance Bennett	Poulos & Bennett	
Johnathan Johnson	District Counsel	(via phone)
Bryan Armstrong	Law office of Bryan Armstrong	(via phone)
Troy Rendell	US Water	(via phone)
Chris Abrams	US Water	(via phone)
David Caswell	US Water	(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

Public Comment Period

There were no members of the public present.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes from the
September 5, 2019 Board of
Supervisors' Meeting**

The Board reviewed the minutes for the September 5, 2019 Board of Supervisors' Meeting.

On MOTION by Mr. Adams, seconded by Ms. Isaacs, with all in favor, the Board approved the minutes for the September 5, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of the Proposal
between the District and VGlobalTech
for Website Auditing Services**

Dr. Fishkind explained that all of his Districts are using a compliance auditor due to the ADA website compliance claims. It is in the amount of \$1,200.00 District staff recommended approval.

On MOTION by Ms. Isaacs, seconded by Mr. Adams, with all in favor, the Board approved the Proposal between the District and VGlobalTech for Website Auditing Services.

FIFTH ORDER OF BUSINESS

**Consideration of the Supplemental
Engineer's Report for Capital
Improvements**

Dr. Fishkind explained that the District is about to impose the first assessments in the community to pay for some of the infrastructure that the Landowner is infusing into the projects.

Mr. Bennet presented the Engineer's Report for the Phase 1 area.

On MOTION by Ms. Isaacs, seconded by Mr. Ireland, with all in favor, the Board approved the Supplemental Engineer's Report for Capital Improvements.

SIXTH ORDER OF BUSINESS

**Consideration of the Master
Assessment Methodology Report
2019 – Assessment Area and Del
Webb 2019 Assessment Area**

Dr. Fishkind presented the Master Assessment Methodology.

Dr. Levey asked if the land uses are supposed to match the approved land uses in the concept plan. Mr. Bennett responded that it must match the original concept plan. The report will not change the CIP benefiting the Del Webb Development.

Dr. Fishkind described the tables in the Master Assessment Methodology. Ms. Isaacs asked when the assessments are collected. The property purchaser pays after the capitalized interest period on the Bonds runs out. When the Master Landowner sells land to Polty and transfers the 711 acres and entitlements it triggers the change of the assessment from a gross acre basis to a land use basis. It is an actual conveyance. The assessment for the end user occurs once the debt is issued. No assessments are levied or collected until Bonds are issued but they are imposed. Dr. Fishkind requested a motion to approve the Master Assessment Methodology.

On MOTION by Mr. Adams, seconded by Ms. Isaacs, with all in favor, the Board approved the Master Assessment Report 2019 – Assessment Area and Del Webb 2019 Assessment Area.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-01, Declaring Special Assessments

Mr. Johnson stated that this is a statutory form of resolution required by Chapter 170 and starts the assessment process. By approving the resolution the Board is declaring publically that they plan to undertake a Capital Improvement Program and that they intend to fund the CIP through the levying of assessments. Exhibit A is the Engineer's Report and Exhibit B is the Master Assessment methodology Report. The resolution requires the District to keep certain documents on file. The Board will also be approving a public hearing date. The resolution will also be published in the newspaper in addition to other notices.

On MOTION by Mr. Adams, seconded by Ms. Isaacs, with all in favor, the Board approved Resolution 2020-01, Declaring Special Assessments

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2020-02, Setting a Public Hearing Date for the Imposition of Special Assessments

Dr. Fishkind explained that per statute the District must have mailed notice no less than 30 days in advance. A discussion took place regarding scheduling the public hearing for December 5, 2019.

On MOTION by Mr. Adams, seconded by Ms. Courtney, with all in favor, the Board approved Resolution 2020-02, setting December 5, 2019 at 3:30 p.m. as the Public Hearing Date for the Imposition of Special Assessments.

NINTH ORDER OF BUSINESS

Consideration of the Assessment and Assumption of Wholesale Water, Wastewater and Reclaimed Water Services Agreement

Mr. Beaty presented the agreement to the Board.

To complete the documents swiftly Dr. Levey requested that in any motion the Board defer to the Chair to make any minor edits or clarifications that may occur without changing the intent or details of the document.

On MOTION by Ms. Courtney, seconded by Mr. Adams with all in favor, the Board approved Assessment and Assumption of Wholesale Water, Wastewater and Reclaimed Water Services Agreement in substantial form granting authority to the Chair to make any minimum changes required.

TENTH ORDER OF BUSINESS

Public Hearing to Consider a Water and Wastewater Facility Acquisition

- a) **Public Comments**
- b) **Board Comments**
- c) **Consideration of the Staff Report Regarding the Public Hearing and Resolution Considering the Acquisition of the Water, Wastewater, and Reclaimed Water Utility Assets of Tavistock East II, LLC and Establishing Rate**
- d) **Consideration of the Utility System Acquisition By and Between the Sunbridge Stewardship District and Tavistock East II, LLC**

- e) **Consideration of the Utility Services Agreement Between Tavistock East II, LLC and Sunbridge Stewardship District**
- f) **Consideration of the Utility Services Compensation Agreement**
- g) **Consideration of Resolution 2020-03.**

Dr. Levey requested a motion to open the public hearing,

On MOTION by Ms. Isaacs, seconded by Mr. Adams, with all in favor, the Board opened the Public Hearing.

Mr. Beaty provided an overview of the Acquisition Agreement. Behind tab A is the staff report that discusses the transaction and meets the statutory requirements to demonstrate that the nine factors have been considered and why it is in the best interest of the District and the public for the acquisition to move forward. Dr. Levey asked Dr. Fishkind to confirm compliance with the nine factors as outlined in the Statute. Dr. Fishkind responded yes with the help of the District Counsel.

Mr. Johnson explained that Resolution 2020-03, has language in there that formally accepts the report as well as approving the various agreements being discussed.

Dr. Levey asked District staff to discuss the consideration of the Utility System Acquisition By and Between the Sunbridge Stewardship District and Tavistock East II, LLC. Mr. Beaty presented.

Dr. Levey requested District staff to explain the Utility Services Agreement between Tavistock East II, LLC and Sunbridge Stewardship District. Mr. Beaty presented the agreement. It is the formal document that details the specific services that Tavistock East II, LLC will provide to the District pursuant to its franchise agreement. In a separate motion there will be a compensation agreement that aligns with the definition and the scope of services contained this utility service agreement.

Dr. Levey asked District staff to discuss the Utility Services compensation Agreement. Mr. Beaty added that pursuant to the cost and figures included in the Compensation Agreement are consistent with the Utility Financial Model used to present the business case to move forward with the District's Utility and has been reconciled back to that financial model. It is the intent of Tavistock East II, LLC to enter into an agreement with US Water to perform those services on its behalf.

On MOTION by Ms. Courtney, seconded by Mr. Adams with all in favor, the Board approved Resolution 2020-03, as outlined granting authority to the Chair to make any minor changes required.

Dr. Levey requested a motion to close the public hearing.

On MOTION by Mr. Adams, seconded by Mr. Ireland, with all in favor, the Board closed the Public Hearing.

ELEVENTH ORDER OF BUSINESS

Consideration of the Public Hearing for the Purpose of Adopting Rates and Fees Regarding Water and Wastewater Utility Services

- a) Public Comments**
- b) Board Comments**
- c) Consideration of Resolution 2020-04, Adopting Rates, Fees and Charges Related to the District's Initial Operation of its Water and Wastewater Utility**

Dr. Levey requested a motion to open the public hearing.

On MOTION by Mr. Adams, seconded by Mr. Ireland, with all in favor, the Board opened the Public Hearing.

Mr. Beaty stated that the Bulk Wholesale Agreement contemplated that at the beginning of its existence that the Utility water and wastewater plant would be built day one as service was provided. The District is now in an interim condition where the District must purchase service from Toho Water Authority. This amendment clarifies and stipulates how that arrangement up until the point that the facilities are created and then conveyed and then the rest of the terms of the Bulk Wholesale Agreement takes place. Two additional additions to the amendment are that the service is being provided to the District by Toho Water Authority through an interlocal agreement with St. Cloud Utilities and the rate that the District is paying is the same cost paid for by Toho to them plus

the pilot fee which is a capital cost recovery mechanism. At the back of the modification was a table stipulating that once the original utility plant is built the assumed gallons per day for both water and wastewater for purposes of calculating the number of ERC connections available for the plant.

Dr. Levey asked which agreement is being modified. Mr. Beaty responded that the Bulk Wholesale Water, Wastewater Agreement between ECFS, Tavistock East Holdings, LLC, Tavistock East Services, and Toho water Authority. By assignment it became Tavistock East II, LLC, Tavistock east Holdings, and Toho water Authority and the District is amending that agreement as assigned to include the provision that deals with the interim service. The District is not a party to that agreement because the Bulk Wholesale Agreement contemplates that the rights contained within this of the parties could be assigned to a specific development entity. It pre-contemplated that it would occur. Dr. Levey asked why it was being brought up here and if the Board already asked on it. Mr. Beaty replied that it is a modification of an agreement that the Board previously granted exclusive franchise agreement to an entity that is now a party to the agreement. District staff felt it appropriate to bring it before the Board due to the relationship of the District. The Assignment and Assumption Agreement the Board approved is an assignment and assumption with respect to the Wholesale Agreement as amended and the Board and Sunbridge are now a party to the Wholesale Agreement as amended as of today. This is for the information of the Board. Tavistock East II, LLC wanted the Board to know that there was an amendment to the original agreement. The source of water is being purchased vs produced under the Bulk Agreement. Dr. Levey asked for the document to be included in the next meeting for ratification.

On MOTION by Mr. Adams, seconded by Mr. Isaacs, with all in favor, the Board closed the Public Hearing.

Dr. Fishkind explained the rates, fees and charges related to the District's initial operation of its water and wastewater utility.

On MOTION by Ms. Isaacs, seconded by Mr. Ireland, with all in favor, the Board approved Resolution 2020-04, Adopting Rates, Fees and Charges Related to the District's Initial Operation of its Water and Wastewater Utility, authorizing the Chair to make minor edits as necessary.

TWELFTH ORDER OF BUSINESS

Discussion of District Contracting Procedures Prior to Ratification of Payments

Dr. Levey expressed that the District has received invoices for work for which District staff is concerned may or may not be in the District's budget. The Manager was authorized to retain and

engineer to do the work. He does not think that contract has ever come to the Board. Dr. Fishkind said that is correct. Ms. Isaacs suggested not to exceed contracts with defined scopes. District Management will bring recommendations back to the Board at the next meeting. Dr. Levey requested a procurement policy. Mr. Johnson responded that those are in the rules of procedure and he will circulate those provisions. Dr. Fishkind will connect with Mr. Johnson and Mr. Beaty.

THIRTEENTH ORDER OF BUSINESS

**Ratification of Payment
Authorizations 63-65, 67**

These have been authorized by the Chair and just need to be ratified by the Board.

On MOTION by Ms. Isaacs, seconded by Ms. Courtney, with all in favor, the Board ratified Payment Authorizations 63-65, 67.

FOURTEENTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials the District is currently under budget. No action is required by the board at this time.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel- No Report

Interim Engineer- No Report

District Manager- No Report

SIXTEENTH ORDER OF BUSINESS

**Supervisor Requests & Audience
Comments**

There were no Supervisor requests or audience comments.

SEVENTEENTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss.

ON MOTION by Mr. Adams, second by Mr. Ireland, the meeting October 17, 2019 meeting of the Sunbridge Stewardship District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Sunbridge Stewardship District

Website Matters

Sunbridge Stewardship District

**Ratification of the Expenditure
to
Procure a New Domain Name**

From: [Carol Harris](#)
To: [Seat1; VGlobalTech \(contact@vglobaltech.com\)](#)
Cc: ["Clint Beaty"; Hank Fishkind; Amanda Lane](#)
Subject: Sunbridge Stewardship District: Website Domain
Date: Thursday, October 31, 2019 3:49:46 PM

Good afternoon all –

Richard, This email is to confirm the district has been authorized to spend 750.00 to acquire a new domain for the Sunbridge Stewardship District Website.

This action will be ratified at the next meeting of the board of Supervisors – Dec 5, 2019.

Carol L. Harris
Assistant District Manager

Please Note the Change in Email and Phone Numbers

PFM Group Consulting LLC

HarrisCa@PFM.com | **phone** 407.723.5900 | **fax** 407.723.5901 | **toll free** 844.736.4233 | **web**
pfm.com

12051 Corporate Blvd. | Orlando, FL 32817

Sunbridge Stewardship District

Consideration of Website Enhancements for Water Utility

VGlobalTech
 636 Fanning Drive
 Winter Springs, FL 32708 US
 contact@vglobaltech.com
 www.vglobaltech.com



Estimate

ADDRESS

Sunbridge SD
 C/O PFM

ESTIMATE # 1004

DATE 12/04/2019

EXPIRATION DATE 12/31/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/05/2019	Web Maintenance:Website Maintenance Website updates as described below: Provide general information, documents, etc to the customers of the water utility Connectivity (link) to the Water Utility page for payment, etc. Create new static Menu's and Pages for Utilities Information as follows: Contact Us Start Service Stop Service Utility Service Change Request Payments Rates District Policies Public Notification of Reclaimed Water Use Water Quality Information Cross Connection Control Billing Questions Billing FAQs Before You Dig Contact Commercial Customers Builders, Developers and Contractors	1	1,750.00	1,750.00
12/05/2019	Web Design:Website ADA Compliance - Type S Perform ADA Compliance check, update current site with new ADA plugins, update html code for compliance, image tags etc. Convert documents to ADA	1	850.00	850.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/05/2019	<p>compliant formats.</p> <p>Website Back-end Maintenance Back-end software update, pluggins, code base, utilities update, virus checks and security patching, Web performance check and implementing speed / load time enhancements as needed</p>	1	550.00	550.00

Estimate Terms and Conditions:

1. This estimate is based on the initial assessment of work as listed above. The web-pages and links are static and do not provide dynamic online submission and data collection. Additional cost would be required to cover dynamic submissions and other requirements not listed in this estimate. Estimate will be amended after discussing with the customer.
2. Project timeline will be discussed and agreed upon working with the customer.
3. 50% upfront payment is required to begin work

TOTAL

\$3,150.00

Accepted By

Accepted Date

**Sunbridge
Stewardship District**

**Consideration of Resolution 2020-05,
Setting the Public Hearing
to
Adopt Amended and Restated Rules of Procedures**

RESOLUTION 2020-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sunbridge Stewardship District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 2017-220, Laws of Florida, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District (the "Board") is authorized by Chapter 2017-220, Laws of Florida, to adopt rules and orders pursuant to Chapter 120, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT:

SECTION 1. A Public Hearing will be held to adopt the District's Amended and Restated Rules of Procedure on _____, 20____, at _____ .m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, Florida Statutes.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 5th day of December, 2020.

ATTEST:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Sunbridge Stewardship District

Memorandum of Updated Provisions of the District's Rules of Procedure

MEMORANDUM

TO: Sunbridge Stewardship District
Board of Supervisors

FROM: Jonathan T. Johnson

RE: Updated Provisions of the District's Rules of Procedure

DATE: December 5, 2019

Please find attached to this memorandum an updated version of the Sunbridge Stewardship District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at jonathanj@hgslaw.com or via phone at 850-222-7500.

Costs Associated With Public Records Requests (Pages 8–9)

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

Financial Disclosure Coordination (Page 9)

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

Agenda and Meeting Materials (Page 11)

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute “meeting materials.” Documents that do not meet the definition of “meeting materials” may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

Flexibility for Board Authorization (Page 13)

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board’s actions where there is a technical irregularity but the Board has otherwise made its decision clear.

Security and Firesafety Board Discussions (Page 14)

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida’s statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

Internal Controls to Prevent Fraud, Waste and Abuse (Page 15)

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

Notice of Competitive Solicitation (Pages 27 and 35)

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District’s competitive solicitations, the District Manager’s failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District’s otherwise valid procurement. This will reduce the District’s exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

Procedure Regarding Auditor Selection (Page 31)

The requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

Contract Periods (Pages 34, 55, and 58)

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

Suspension, Revocation, or Denial of Qualification (Pages 39-41)

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

Protest Bonds (Pages 60-61)

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

Minor Changes

The following minor changes have also been made to the Rules:

Rule 1.1(1): This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats. (Page 2).

Rule 1.1(2)(c) and (d): These Rules have been amended to include the words “at least” before the required amounts of the Secretary’s or Treasurer’s fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts. (Page 4).

Rule 1.1(6): This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution. (Pages 5–6).

Rules 1.3(1)(e), (1)(d), (1)(f); and 3.2(9): These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules. (Pages 10–11 and 34).

Rule 1.3(6): This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting. (Page 12).

Rule 2.0(12)(d): This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules. (Page 21).

Rule 3.0(3)(b): The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds. (Page 22).

Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k): The word “responsive” has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals. (Pages 28, 48 and 54).

Rule 3.2(3)(b): “Understanding of scope of work” has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so. (Page 32).

Rule 3.2(7)(b): Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so. (Page 33).

Rules 3.5(2)(e) and 3.6(2)(c)(ii)3.: “Reemployment assistance” has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project. (Pages 43 and 47).

Rule 3.11(6): Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high. (Page 62).

Sunbridge Stewardship District

Redline Revisions to Rules of Procedure

**AMENDED AND RESTATED RULES OF PROCEDURE
SUNBRIDGE STEWARDSHIP DISTRICT**

EFFECTIVE AS OF _____, 20

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	_____	3.5, 3.6, 3.8, and 3.9.....	<u>5760</u>
	4.0	Effective Date	<u>6063</u>

Rule 1.0 General.

- (1) The Sunbridge Stewardship District (the “District”) was created pursuant to the provisions of Chapter 2017-220, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Rule 1.1 Governing Board Members; Officers and Voting.

- (1) Governing Board Members. The Governing Board of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Board Members”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Board Members elected or appointed by resident electors ~~the Board to elector seats~~ must be citizens of the United States of America, residents of the State of Florida and of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located, ~~and~~ and for those elected, shall also be qualified to run by the Supervisor of Elections.. The Board shall exercise the powers granted to the District under Florida law.
- (a) Board Members shall hold office for the term specified by Chapter 2017-220(5), Laws of Florida. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
- (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
- (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference ~~shall be entitled to vote and take all other action as though physically present.~~
- (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
- (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and

conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Chapter 2017-220(6)(2) and (3), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution, Chapter 112, Florida Statutes, and Chapter 2017-220, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: §§ 112.3143, Fla. Stat., Ch. 2017-220(5) and (6), Laws of Florida

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these

rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of ~~an~~the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in ~~the~~this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(5), Laws of Florida, §§§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. “General circulation” means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section ~~189.417~~189.417015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language:- “Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) ~~382-3256723~~-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 9 (800) 955-8771, who can aid you in contacting the District Office.”
 - (e) The following or substantially similar language: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that 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.”

- (f) The following or substantially similar language:- “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare ~~a notice and~~ an agenda of the meeting/hearing/workshop. ~~The notice agenda and any meeting materials available in an electronic format, excluding any confidential and agendaany confidential and exempt information,~~ shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Board Member’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2017-220(6)(4), Laws of Florida. Once adopted in accord with Chapter 2017-220(6)(4), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. ~~Approval~~Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's ~~attorneys~~attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy

related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(5) and (6), Laws of Florida, §§ 189.069(2)(a)16, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
 - (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.

- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2017-220, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. ~~Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.~~

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the

existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within ~~sixty (60)~~ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q) and (6)(20), Laws of Florida
Law Implemented: Ch. 2017-220(6)(6)(e) and (6)(20), Laws of Florida

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Chapter 2017-220(6)(19)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed ~~one~~two million dollars (\$~~1~~2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed ~~fifty~~two hundred thousand dollars (\$~~50~~200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under ~~The~~the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:

(a) Hold all required applicable ~~federal~~state professional licenses in good standing, ~~if any~~;

(b) Hold all required applicable ~~state professional~~federal licenses in good standing, ~~if any~~;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. ~~Consultants who provide their name and address to the District Manager for inclusion on the list shall receive~~

~~notices by mail.~~ The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
- (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications.

Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(6)(c); (6)(19), Laws of Florida, §§ 119.070701, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the ~~audit~~auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of ~~Audit~~Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an ~~audit~~auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee ~~should~~shall include at least three individuals, ~~some or all~~at least one of ~~whom may~~which must also ~~serve as members~~be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable ~~federal~~state professional licenses in good standing, ~~if any~~;

- (ii) Hold all required applicable ~~state professional~~federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) ~~Understanding of scope of work;~~
 - ~~(iv)~~—Ability to furnish the required services; and
 - (~~v~~iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm- or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than ~~July 1~~June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. ~~No~~The maximum contract period including renewals shall ~~continue, or allow the contract to be renewed, for a period of more than three~~five (5) years ~~from the date of its execution.~~ A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

| Law Implemented: §§ 119.~~070701~~, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. ~~Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail~~The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and

offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
- (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a

subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2017-220, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as including~~ but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the ~~contractor~~contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(19), Laws of FL, §§ 119.~~07~~0701, 189.~~422~~4053, 255.0518, 255.0525, 255.20, 287.055,
Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects ~~such as~~ including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) ~~proposals~~Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no ~~proposals~~Responsive Proposals are received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to

file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. ~~Failing accord~~Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, at a price considered by the Board must terminate to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.

- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 119.07, 189.~~422~~053, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) ~~bids, proposals, replies~~ Responsive Bids, Proposals, Replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period ~~that may not exceed three (3) of five (5) years or the term of the original contract, whichever period is longer.~~
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 189.~~422~~4053, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold ~~the~~all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may ~~take whatever steps reasonably necessary in order to~~ proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which ~~steps~~ may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a ~~period that may not exceed three (3) years or the term of the original contract, whichever period is longer~~ maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2017-220(6)(6)(e), (6)(6)(q), and (6)(19), Laws of Florida

| Law Implemented: Ch. 2017-220(6)(19), Laws of Florida, §§ 119.~~070~~701, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2017-220(6)(19)(c), Laws of Florida, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida

Law Implemented: Ch. 2017-220(6)(6)(c) and (6)(19), Laws of Florida, § 119.07, Fla. Stat.

Rule 3.11 **Protests ~~With~~with Respect ~~To~~ Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, ~~3.6, 3.8, and 3.9.~~**
3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

~~(e) If~~ (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in

the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, ~~the Board may require~~ any person who files a notice of protest ~~to~~ must post ~~at~~ the protest bond ~~in the~~. ~~The amount equal to 1% of the anticipated contract amount that is the subject of the protest~~ bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;

- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: Ch. 2017-220(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2017-220(6)(19), Laws of Florida

**Sunbridge
Stewardship District**

Matters Related to the District Engineer

**Sunbridge
Stewardship District**

**Consideration of the Agreement Between
the Sunbridge Stewardship District
And
Poulos & Bennett, LLC
for Project Engineering Services**

AGREEMENT BETWEEN THE SUNBRIDGE STEWARDSHIP DISTRICT AND POULOS & BENNETT, LLC FOR PROJECT ENGINEERING SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, 201__, by and between:

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, *Laws of Florida*, with a mailing address of 12051 Corporate Blvd., Orlando, Florida 32817 (“District”), and

POULOS & BENNETT, LLC, a Florida limited liability company with a mailing address of 2602 E. Livingston Street, Orlando, Florida 32803 (“Engineer”).

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant Chapter 2017-220, Laws of Florida, and located in Osceola County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A.** The Engineer will provide general engineering services, including:
- 1.** Preparation of any necessary reports and attendance at meetings of the District’s Governing Board when requested.
 - 2.** Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
 - 3.** Providing professional engineering services including, but not limited to, review and execution of documents under any of the District’s Trust Indentures and monitoring of District projects.

4. Any other items requested by the Governing Board.
- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 2. Processing of contractors' pay estimates.
 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 4. Final inspection and requested certificates for construction including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other Activity related to construction as authorized by the Board.
- C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such

adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Schedule “A.”** The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida public records law. Any accounting records pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s

prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 10. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 11. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000

Automobile Liability Bodily Injury/Property Damage	Combined Single Limits \$1,000,000
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a “claims made” policy, and not an “occurrence” policy, the Engineer shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, its officers, governing board members, agents, staff, and representatives shall be named as additional insured parties. Engineer 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.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer 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.

Article 12. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 13. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall comply with ~~all~~ applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer 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 of 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 Engineer or any of its agents, servants, or employees, 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.

Article 14. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions

will be promptly corrected by Engineer at no cost to the District.

Article 15. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to audit and examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. Such access and right shall extend for the period during which Engineer is required to maintain said books, documents, papers, and records by the laws and regulations of the Internal Revenue Service. If an audit finds that any payment made to Engineer under this agreement is not based on allowable costs, the Engineer agrees that the payment is subject to reduction in conformity with the findings of the audit. Notwithstanding any other records retention requirement, all records required for an audit performed by the District shall be maintained until the completion of the audit and the resolution of all questions arising therefrom.

Article 16. Indemnification. The Engineer shall indemnify and hold harmless the District and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of the Agreement. The District agrees, to the fullest extent authorized by law, to indemnify, and hold the Engineer harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the District's Governing Board, agents or employees, in connection with the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*.

Article 17. Public Records. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Hank Fishkind** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the Work; 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 Engineer 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 Engineer'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 Engineer, Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, FISHKINDH@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA, 32817.

Article 18. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 19. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Osecola County, Florida

Article 20. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Sunbridge Stewardship District
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: Jonathan T. Johnson

If to Engineer: Poulos & Bennett, LLC
2602 E. Livingston Street
Orlando, Florida 32803
Attn: _____

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 District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. 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.

Article 21. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

Article 22. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 23. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 24. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Asst. Secretary

Chairman/Vice Chairman

POULOS & BENNETT, LLC

Witness

By: _____

Its: _____

Schedule A: Hourly Rate

SCHEDULE A
RATE SCHEDULE

POULOS & BENNETT, LLC
2019 HOURLY RATE SCHEDULE

EXPERT WITNESS	\$350
PRINCIPAL	\$235
DIRECTOR OF ENGINEERING	\$220
PLANNING GROUP LEADER	\$220
PRACTICE TEAM LEADER	\$195
DEVELOPMENT MANAGER	\$190
SR. PROJECT MANAGER	\$180
SENIOR PROJECT ENGINEER	\$155
PROJECT MANAGER	\$150
SENIOR PLANNER	\$145
ASSISTANT DEVELOPMENT MANAGER	\$125
GIS ANALYST	\$125
PROJECT PLANNER	\$125
CAD MANAGER	\$125
SENIOR COMMUNITY DESIGNER	\$120
PLAT MANAGER	\$120
SENIOR CAD DESIGNER	\$120
PROJECT ENGINEER	\$120
DEVELOPMENT COORDINATOR	\$115
STAFF ENGINEER	\$105
CAD TECHNICIAN	\$100
STAFF PLANNER	\$95
PROJECT COORDINATOR	\$85
ADMINISTRATIVE ASSISTANT	\$75



WORK AUTHORIZATION NUMBER 1

_____, 201__

Sunbridge Stewardship District

**Subject: Work Authorization Number 1
Sunbridge Stewardship District**

Dear Chairman, Governing Board:

Poulos & Bennett, LLC (“Engineer”) is pleased to submit this work authorization to provide project engineering services for the Sunbridge Stewardship District (“District”.) We will provide these services pursuant to our current agreement dated _____, 201__ (“Engineering Agreement”) as follows:

I. Scope of Work

The District will engage the services of Engineer to perform miscellaneous engineering services as necessary for the preparation of a District Improvement Plan and attendance at meetings of the District’s Governing Board as requested by the District.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Engineer 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 District and Engineer 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, we look forward to working with you.

<p>APPROVED AND ACCEPTED</p> <p>By: _____ Authorized Representative of Sunbridge Stewardship District</p> <p>Date: _____</p>	<p>Sincerely,</p> <p>_____</p> <p>By: _____ Poulos & Bennett, LLC</p>
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**Sunbridge
Stewardship District**

**Consideration of the Agreement Between
the Sunbridge Stewardship District
and
Poulos & Bennett, LLC
for
Utility Engineering Services**

AGREEMENT BETWEEN THE SUNBRIDGE STEWARDSHIP DISTRICT AND POULOS & BENNETT, LLC FOR UTILITY ENGINEERING SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, 201__, by and between:

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, *Laws of Florida*, with a mailing address of 12051 Corporate Blvd., Orlando, Florida 32817 (“District”), and

POULOS & BENNETT, LLC, a Florida limited liability company with a mailing address of 2602 E. Livingston Street, Orlando, Florida 32803 (“Engineer”).

WHEREAS, the District is a local unit of special-purpose government established and existing pursuant Chapter 2017-220, Laws of Florida, and located in Osceola County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of these services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

- A.** The Engineer will provide general engineering services, including:
 - 1.** Preparation of any necessary reports and attendance at meetings of the District’s Governing Board when requested.
 - 2.** Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
 - 3.** Providing professional engineering services including, but not limited to, review and execution of documents under any of the District’s Trust Indentures and monitoring of District projects.
 - 4.** Any other items requested by the Governing Board.
- B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:

1. Periodic visits to the site, or full time construction management of District projects, as directed by District.
 2. Processing of contractors' pay estimates.
 3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 4. Final inspection and requested certificates for construction including the final certificate of construction.
 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
 6. Any other Activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within 1 year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Schedule "A."** The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific

work authorization.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until terminated in accordance with its terms.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida public records law. Any accounting records pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 10. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 11. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage	Combined Single Limits \$1,000,000
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy,

the Engineer shall, without interruption, maintain the aforementioned insurance for professional liability for errors and omissions for at least one (1) year after the completion or termination of this Agreement.

The District, its officers, governing board members, agents, staff, and representatives shall be named as additional insured parties. Engineer 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.

If Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Engineer 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.

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Article 14. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

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an audit finds that any payment made to Engineer under this agreement is not based on allowable costs, the Engineer agrees that the payment is subject to reduction in conformity with the findings of the audit. Notwithstanding any other records retention requirement, all records required for an audit performed by the District shall be maintained until the completion of the audit and the resolution of all questions arising therefrom.

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Article 17. Public Records. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Hank Fishkind** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Engineer shall 1) keep and maintain public records required by the District to perform the Work; 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 Engineer 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 Engineer'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 Engineer, Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, FISHKINDH@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA, 32817.

Article 18. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

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If to the District: Sunbridge Stewardship District
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: Jonathan T. Johnson

If to Engineer: Poulos & Bennett, LLC
2602 E. Livingston Street
Orlando, Florida 32803
Attn: _____

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 District and counsel for Engineer may deliver Notice on behalf of District and Engineer, respectively. 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.

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Article 23. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 24. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

SUNBRIDGE STEWARDSHIP DISTRICT

Asst. Secretary/Secretary

Chairman/Vice Chairman

POULOS & BENNETT, LLC

Witness

By: _____
Its: _____

Schedule A: Hourly Rate

SCHEDULE A
RATE SCHEDULE

POULOS & BENNETT, LLC
2019 HOURLY RATE SCHEDULE

EXPERT WITNESS	\$350
PRINCIPAL	\$235
DIRECTOR OF ENGINEERING	\$220
PLANNING GROUP LEADER PRACTICE	\$220
TEAM LEADER DEVELOPMENT	\$195
MANAGER	\$190
SR. PROJECT MANAGER	\$180
SENIOR PROJECT ENGINEER PROJECT	\$155
MANAGER	\$150
SENIOR PLANNER	\$145
ASSISTANT DEVELOPMENT	\$125
MANAGER GIS ANALYST	\$125
PROJECT PLANNER	\$125
CAD MANAGER	\$125
SENIOR COMMUNITY DESIGNER PLAT	\$120
MANAGER	\$120
SENIOR CAD DESIGNER	\$120
PROJECT ENGINEER	\$120
DEVELOPMENT COORDINATOR STAFF	\$115
ENGINEER	\$105
CAD TECHNICIAN	\$100
STAFF PLANNER	\$95
PROJECT COORDINATOR	\$85
ADMINISTRATIVE ASSISTANT	\$75



WORK AUTHORIZATION NUMBER 1

_____, 201__

Sunbridge Stewardship District

Subject: **Work Authorization Number 1
Sunbridge Stewardship District**

Dear Chairman, Governing Board:

Poulos & Bennett, LLC (“Engineer”) is pleased to submit this work authorization to provide utility engineering services for the Sunbridge Stewardship District (“District”.) We will provide these services pursuant to our current agreement dated _____, 201__ (“Engineering Agreement”) as follows:

I. Scope of Work

The District will engage the services of Engineer to perform miscellaneous engineering services as necessary for the preparation of a District Improvement Plan and attendance at meetings of the District’s Governing Board as requested by the District.

II. Fees

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement in accordance with the terms of the Engineering Agreement. The District will reimburse Engineer 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 District and Engineer 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, we look forward to working with you.

<p>APPROVED AND ACCEPTED</p> <p>By: _____ Authorized Representative of Sunbridge Stewardship District</p> <p>Date: _____</p>	<p>Sincerely,</p> <p>_____</p> <p>By: _____ Poulos & Bennett, LLC</p>
--	--

**Sunbridge
Stewardship District**

**Consideration of
Qualification Statements
for
District Engineering Services
*(provided under separate cover)***

**Sunbridge
Stewardship District**

**Consideration of Matters Relative
to the
Del Webb 2019 Assessment Area**

**Sunbridge
Stewardship District**

**Consideration of the Amended
Supplemental Engineer's Report
for
Capital Improvements
–Del Webb 2019 Assessment Area**

Sunbridge Stewardship District

SUPPLEMENTAL ENGINEER'S REPORT FOR CAPITAL
IMPROVEMENTS – DEL WEBB 2019 ASSESSMENT AREA

Osceola County, Florida

Prepared For

Sunbridge Stewardship District

Date

Revised December 5, 2019



2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | www.poulosandbennett.com
FBPE Certificate of Authorization No. 28567

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<i>Exhibit 8</i>	<i>Marina Map</i>
<i>Exhibit 9</i>	<i>Lake Navigation Map</i>
<i>Exhibit 10</i>	<i>Estimate of Probable Capital Improvement Costs</i>
<i>Exhibit 10a</i>	<i>Estimate of Probable Capital Improvement Costs -</i> <i>Detailed</i>

Section 1 Introduction

1.1. Background and Purpose

The Sunbridge Stewardship District (the “District”) was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for development of the lands within or outside the District. The purpose of the Engineer’s Report is to provide a description of the public infrastructure improvements to be provided by the District. The District will finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the development. A portion of the infrastructure improvements will be financed with the proceeds of bonds issued by the District.

The proposed public infrastructure improvements are necessary for the development of the lands within or outside the District as required by the applicable independent unit of local government.

This Supplemental Engineer’s Report – Del Webb 2019 Assessment Area (“Report”) is to provide a description of the public infrastructure improvements within the anticipated Assessment Areas and establish cost estimates for the bond series.

Cost Estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

1.2. Location and General Description

The overall District consists of 19,560 +/- acres located in Osceola County, Florida. More specifically, the parcel is located within Sections 1-2, 11-14, 23-24, Township 25 South, Range 31 East as well as Sections 5-8, 17-20, Township 25 South, Range 32 East.

The Development is for the Osceola County’s Northeast District Element (CPA09-009) effective on July 27, 2011 providing the comprehensive plan approval for the 19,560 +/- acres within the northeast zone of Osceola County. This comprehensive plan element provides the framework for development planned in the Northeast District Buildout Scenario consisting of residential units, commercial/office/industrial use, institutional/civic use, and hotel rooms.

The Sunbridge Phase 1 Concept Plan dated June 25, 2018 is utilized for this Report. The Assessment Areas development program is summarized in Section 1.3 below.

1.3. Description of Land Use

The lands within the District encompass approximately 19,560 +/- acre. The lands within the Assessment Areas is approximately 2,096 acres.

The anticipated Land Development Program within the Assessment Areas planned by the land owners includes the following:

Assessment Areas						
Neighborhood	Single Family Units	Multi Family Units	Civic (sf)	Commercial (sf)	Office (sf)	Hotel (sf)
Del Webb 2019 Assessment Area						
Neighborhood G	1,377	---	15,000	---	---	---
SUB-TOTAL	1,377	0	15,000	0	0	0
Future Assessment Areas						
Neighborhood A/B	---	---	15,000	35,000	---	---
Neighborhood C	552	66	15,000	---	---	---
Neighborhood D	416	288	75,000	---	---	---
Neighborhood E	411	510	---	---	---	---
Cyrils East Commerce Center	---	270	15,000	200,000	125,000	150
Employment Center	---	300	---	60,000	1,750,000	300
SUB-TOTAL	1,379	1,434	120,000	295,000	1,875,000	450
TOTAL	2,756	1,434	135,000	295,000	1,875,000	450

Section 2 Government Actions

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is located in Osceola County.

Permitting Agencies & Permits Required

1. Osceola County
 - a. Concept Plan
 - b. Preliminary Subdivision Plan
 - c. Mass Grading
 - d. Site Development Plan
 - e. Building Permits
 - f. Final Plat

2. South Florida Water Management District (SFWMD)
 - a. Consumptive Use Permit (CUP)
 - b. Environmental Resource Permit
 - i. Conceptual Permit

- ii. Mass Grading/Master Stormwater Construction
 - iii. Final Engineering for Onsite and Offsite Improvements
 - c. Water Use Permit (Dewatering)
 - i. Mass Grading/Master Storm
 - ii. Final Engineering for Onsite and Offsite Improvements
 - d. Right-of-Way Utilization Permit
3. Toho Water Authority
 - a. Water & Wastewater Treatment Plant
 - b. Master Utility Plan
 - c. Final Engineering for Water, Reclaim and Sewer Utilities
4. City of St. Cloud
 - a. FDEP Permit application review and signatures for interim interconnection for Water and Wastewater until the Water and Wastewater Treatment plants are constructed.
5. Florida Department of Environmental Protection (FDEP)
 - a. Water Treatment Plant
 - b. Water Distribution System
 - c. Wastewater Treatment Plant
 - d. Sanitary Sewer Collection and Transmission System
 - e. National Pollutant Discharge Elimination System (NPDES)
6. Federal Emergency Management Agency
 - a. Letter of Map Revision
7. Army Corp of Engineers
 - a. Dredge and Fill Permit
 - b. Section 408 Permit
8. Florida Fish and Wildlife Conservation Commission (FWC)

Section 3 Infrastructure Benefit

The District may fund, and in certain cases, maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, recreational facilities, and perimeter landscape and irrigation improvements within or outside the District boundary. However, some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the entire property is currently undeveloped, the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit

the property for the intended use as a mixed use community. The District can construct, acquire, own, operate and/or maintain any portion or all of the proposed infrastructure. The Developer and/or other party/parties may construct and fund the infrastructure not funded by the District. The lands within the District may not be developed absent the implementation of the Capital Improvement Plan.

Section 4 Capital Improvement Plan

The District capital improvements will connect and interact with the adjacent offsite roads, potable water, reclaimed water, and wastewater systems. The proposed infrastructure includes the master stormwater management and drainage systems, master roadway improvements, local roadways and subdivision improvements, utilities, landscaping, street lighting, pavement markings and signage. The District is also proposing the addition of a water treatment plant and two wastewater treatment plants, as well as storage and repump facilities for water and reclaimed water to provide utility services to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 2 through Exhibit 9. Estimate of Probable Capital Improvement Costs Exhibit 10, details the Cost Opinion for the District's capital improvement plan. The capital improvement costs do not include any costs associated with infrastructure within Neighborhood G or the Employment Center.

The Capital Improvement Plan will be constructed and financed in logical segments, as property within or outside the District is developed by the Developer. The District anticipates bonds to fund all or a portion of the Capital Improvement Plan.

4.1. Master Infrastructure Roadways & Stormwater System

4.1.1. Master Infrastructure Roadways

The District may fund the construction of the master roadways within or outside the District. The three master roadway sections to be funded by the District are the boulevard, 2-lane avenue, and multimodal roadways. The estimated unit pricing of the roadways includes the roadway improvements, landscaping, striping, signage, stormwater management systems, and bridges. The District will fund the proposed approximate 35,000 linear feet of master roadways which will define the major ingress and egress points throughout the development and required right-of-way. The roadways will also serve as locations for the placement of utility infrastructure needed to serve the development of the project. Exhibit 2, Master Roadway Infrastructure Map, provides a graphical representation of the proposed master roadway improvements within the Assessment Areas.

4.1.2. Master Stormwater Management System

As indicated above, the capital improvement costs for the stormwater management systems for the master roadways are included within the master roadway infrastructure costs. The stormwater management systems for the developments are included within the costs for the residential and non-residential improvements. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures will be designed to provide water quality treatment and attenuation in accordance with Osceola County and the South Florida Water Management District regulations. The stormwater management system will be designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 4, Stormwater Management Map, provides a graphical representation of the currently proposed stormwater management system. Ponds outside the Del Webb 2019 Assessment Area boundary will be required. Locations will be determined upon final engineering.

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panels 105, 110, 115, 120, and 150 revised June 18, 2013, portions of the project site are located within the 100-year Flood Hazard Area (FHA), Zone A – 100-year floodplain with no established base flood elevation.

A Letter of Map Revision was issued by FEMA, effective January 20, 2017 under Case Number 16-04-2860P.

Any development within the mapped floodplain will require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is regulated by the SFWMD and Osceola County any filled areas below the floodplain will require mitigation in the form of compensating storage.

The District may fund the construction and maintenance of the Marina Basin and the lakes navigation canal system, which is used for flood control as part of the stormwater management system.

4.2. Utility Lines

4.2.1. Potable Water Distribution System

The District may fund the construction of the water distribution system within or outside the District and those portions outside the District required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by, the District once it has been certified complete. The water mains within or outside the District will be sized to provide water to meet the need of the Development and will be required to be designed and constructed based on an approved Master Utility Plan (MUP). The Potable Water Distribution Map Exhibit 5, provides a graphical representation of the major transmission water mains to be constructed within the Assessment Areas as well as the location of the distribution water mains within the neighborhood development area. The residential and non-residential unit costs include the costs to provide distribution water mains to the developments.

4.2.2. Reclaimed Water Distribution System

The District may fund the construction of the reclaimed water distribution system within or outside the District and those portions outside the District required to connect to existing or proposed offsite facilities. The reclaimed water system will be conveyed to, and owned and maintained by, the District (if financed by the District) once it has been certified complete. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within or outside the District and will be required to be designed and constructed based on an approved MUP. The Reclaimed Water Distribution Map Exhibit 6, provides a graphical representation of the contemplated major transmission reclaimed water mains to be constructed within the Assessment Areas as well as the location of the distribution reclaimed water mains within the neighborhood development area. The residential and non-residential unit costs include the costs to provide distribution reclaimed water mains to the developments.

4.2.3. Wastewater System

The District may fund the construction of gravity sewer, force main, and lift station infrastructure within or outside the District and those portions outside the District required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by, the District

once it has been certified complete by the District. The sewer collection mains, lift stations and force mains serving the District will be sized to provide wastewater service to the residents and amenity centers and other permitted uses of the District, and will be required to be designed and constructed based on an approved MUP. The Wastewater System Map Exhibits 7 and 7a, provide a graphical representation of the major force mains to be constructed within as well as the system to provide wastewater service within the neighborhood development area. The residential and non-residential unit costs include the costs to provide a wastewater system to the developments.

4.2.4. Electrical Infrastructure

The District may fund the installation cost of the Orlando Utilities Commission and Duke Energy, as applicable, electrical infrastructure to serve the Development. Orlando Utility Commission and Duke Energy, as applicable, will own and/or maintain the electrical infrastructure. The costs associated with the electrical infrastructure are included in the Utility Lines cost in Exhibit 10.

4.3. Utility Plants

N/A

4.4. Parks, Landscape & Hardscape

The District may fund the construction and maintenance of neighborhood, community and regional parks, recreation facilities, ballfields, sport courts, public open spaces and plazas, nature preserves, multi-purpose trails, Way Finding signage, and trail over/underpasses.

4.5. Single Family Residential Improvements

The District may fund the construction and maintenance of public infrastructure serving single family residential improvements. This includes internal neighborhood roadways, utilities, stormwater systems, landscaping, and trails.

4.6. Non-Residential Improvements (Office, Commercial, Industrial)

The District may fund the construction and maintenance of public infrastructure serving office, commercial, and industrial facilities. This includes internal neighborhood roadways, utilities, stormwater systems, landscaping, and trails.

4.7. Professional and Inspection Fees

For the design, permitting and construction of the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultant services may include, but are not limited to, civil engineering, geotechnical engineering, structural engineering, planning, environmental, surveying, and landscape architecture. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included in the cost summary for the District Capital Improvement Plan.

Section 5 Ownership and Maintenance

Capital Improvements Plan	Ownership	Maintenance
Master Infrastructure Roadways & Stormwater System		
Master Infrastructure Roadways & Related Drainage	County/FDOT/District	County/FDOT/District
Master Stormwater Management System	County/FDOT/District	County/FDOT/District
Utility Lines		
Potable Water Distribution System	District	District
Sanitary Sewer System(1)	District/TWA	District
Reclaimed Water Distribution System (if financed by the District)	District	District
Street Lighting/Electrical	Duke Energy/OUC	Duke Energy/OUC
Fiber Optic	District	District
Utility Plants	District	District
Parks, Landscape & Hardscape	District	District
Marina Basin & Lake Navigation Canals	District	District
Single Family Residential Improvements	District	District
Non-Residential Improvements	District	District

(1) Franklin Rd. Segment 2 Forcemain is the only anticipated utility infrastructure that will be conveyed to TWA for ownership and maintenance after construction is complete. The balance of the utility infrastructure is planned to be owned and maintained by the District.

Section 6 Roadway Rights-of-Way, Stormwater Management Ponds and Other Open Spaces

Real property interests for lands within or outside the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District or other Public entity at no cost.

Section 7 Estimate of Probable Capital Improvement Costs – Assessment Areas

The Estimate of Probable Capital Improvement Plan Costs for the Assessment Areas is provided in Exhibit 10 and are summarized below. Costs associated with construction of the improvements described in this report have been estimated based on the best available information. Other soft costs include consultant fees associated with design, engineering, permitting, and construction administration for District capital improvements, regulatory permitting inspection fees and materials testing. In addition, a reasonable project contingency estimate has been included.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in the Concept Plan and construction cost due to market fluctuation.

Master Infrastructure Roadways and Stormwater System

- A. Cyrils Drive: Absher to Del Webb
 1. Designed as a 4-lane boulevard section.
 2. The current design includes a transition from 2 lanes at existing Absher road to the 4-lane boulevard section just west of the Sunbridge boundary. This lane transition will require removal and replacement with the design and construction of Cyrils Drive: Narcoossee to Absher.

- B. Cyrils Drive: Narcoossee to Absher
 1. Roadway segment is existing as a 2-lane rural road section.
 2. Anticipated widening is planned to be a 4-lane boulevard section. The road agreement is currently being negotiated with Osceola County at the time of this report.
 3. The roadway sections and preliminary design costs are based on the Narcoossee Community Conceptual Roadway Design Study Report and Cyrils Drive Concept Plans prepared by Kimley-Horn and Associates, Inc. for Osceola County.
 4. The Concept Plans included a 900 foot long bridge segment, further design evaluation is needed to determine the Drainage flow associated with the Lake Ajay system, geotechnical constraints, and environmental constraints. For cost purposes, it is assumed that this bridge segment can be significantly reduced and 2 conspan bridge structures have been accounted for in the costs.
 5. The existing right-of-way along existing Cyrils Drive for this corridor varies from 50 ft. to 100 ft. For construction of the 4-lane widening, right-of-way acquisition will be necessary for the road right-of-way and stormwater pond locations.
 6. The intersection of Narcoossee and Cyrils will require improvements to add an additional left turn lane on southbound Narcoossee, right and left turn lanes on westbound Cyrils, and signalization of the intersection.
 7. Cyrils Drive: Absher to Del Webb included a transition from 2 lanes at existing Absher road to the 4-lane boulevard section just west of the Sunbridge boundary. This lane transition will require removal and replacement with the design and construction of Cyrils Drive: Narcoossee to Absher.

- C. Cyrils Drive.: Del Webb to Neighborhood C
 1. Roadway segment includes a 4-lane boulevard section between Del Webb and the Intersection of Rummell Road and a Multi-modal 4 lane section which includes a wider median for future transit.
 2. Box culverts and headwalls are required to provide drainage connection for the large wetland crossing.

- D. Cyrils Drive.: Neighborhood C to Neighborhood D
 1. Roadway segment includes a 4-lane multi-modal section.
 2. Bridge Crossing C-30 is planned to include two bridge segments, approximately 120 long, crossing over the C-30 canal and future pedestrian trail.

- E. Cyrils Drive.: Neighborhood D to Sunbridge Parkway
 1. Roadway segment includes a 4-lane multi-modal section.

- F. Rummell Road: Cyrils to Utility Tract
 - 1. Roadway segment includes a 4-lane boulevard section.

- G. Sunbridge Parkway: Cyrils to County Line
 - 1. Roadway segment from the County boundary at the north side to the first intersection of the development area includes a 4-lane rural section.
 - 2. Roadway segment from the northern most intersection of the development area to Cyrils Drive includes a 4-lane boulevard section.

- H. Jack Brack Road: Absher to Del Webb
 - 1. Roadway segment includes a 4-lane boulevard section.
 - 2. Right-of-way acquisition will be necessary for the road corridor between Absher and the Sunbridge NED boundary.

- I. Marina & Lake Navigation
 - 1. Excavation of the Marina Basin
 - 2. Bulkhead walls along the Community Center Land Use Areas, and Bank stabilization along the banks of the Marina for protection from erosion due to boat traffic
 - 3. C-30 Canal bank revetment between the Marina Basin and Lake Myrtle
 - 4. Placement & Stabilization of fill material excavated from the Marina Basin

Utility Lines

The water, reclaimed water, and wastewater transmission systems costs within the Assessment Areas are determined based on the buildout line sizes depicted in Exhibits 5, 6 & 7 based on the Master Utility Plans approved on the following dates.

- A. Potable Water Distribution System – MUP approved September 2018
- B. Reclaimed Water Distribution System – MUP approved January 2019
- C. Wastewater System – MUP approved October 2018

Section 8 Conclusions and Summary Opinion

The Capital Improvement Plan as described is necessary for the functional development of the property within or outside the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District for the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual operating and maintenance assessments to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the District's Capital Improvement Plan in this report are based generally on the Northeast District Element effective on July 27, 2011 and the Phase 1 concept plan dated June 25, 2018. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in chapter 2017-2201 Laws of Florida.

The summary of probable infrastructure construction costs within the Assessment Areas is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

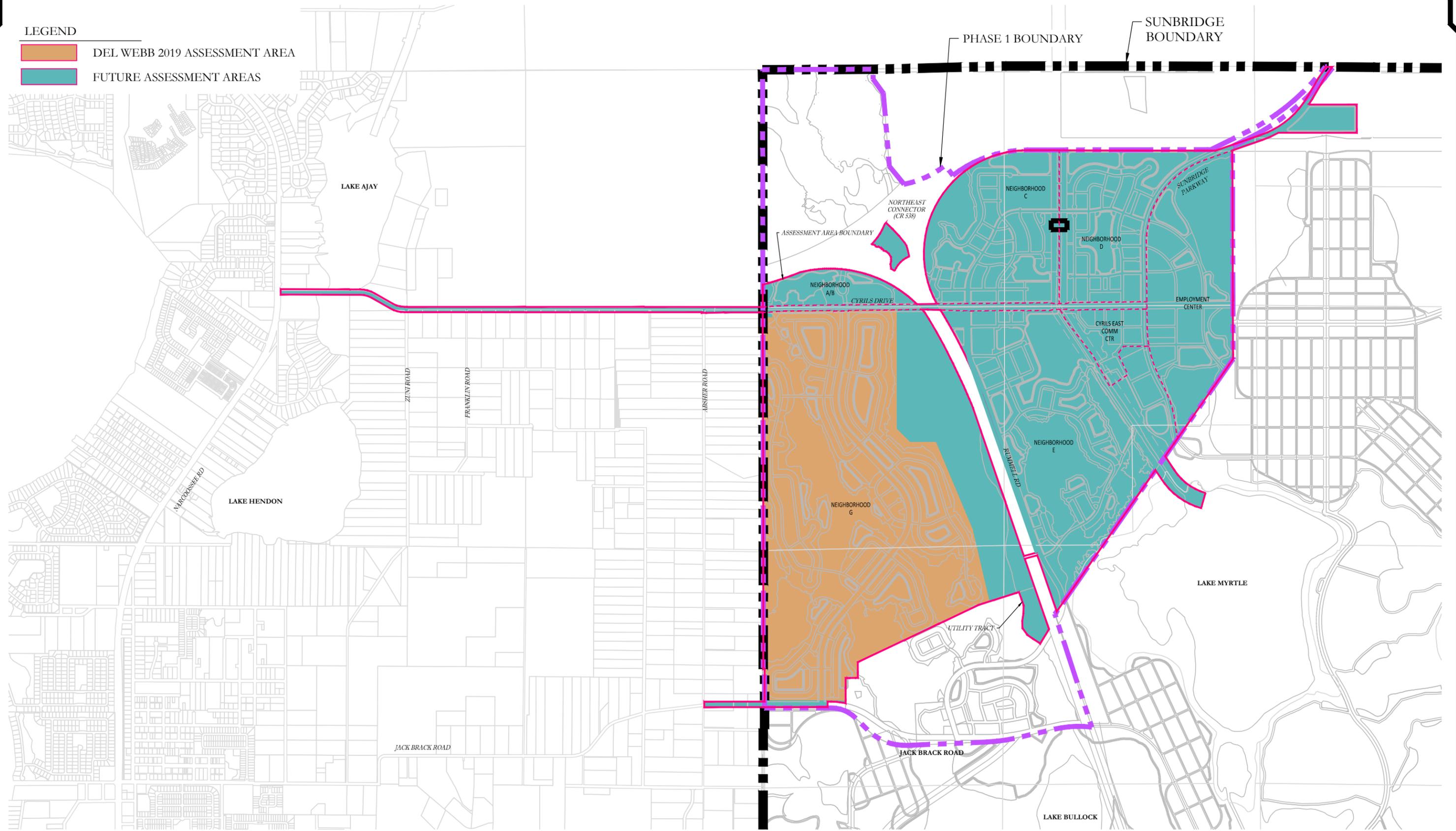
As District Engineer:
Poulos & Bennett, LLC

R. Lance Bennett, P.E.
State of Florida Professional Engineer No. 50698

Exhibits

LEGEND

- DEL WEBB 2019 ASSESSMENT AREA
- FUTURE ASSESSMENT AREAS



SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. ANTICIPATED DEVELOPMENT PER TAVISTOCK.

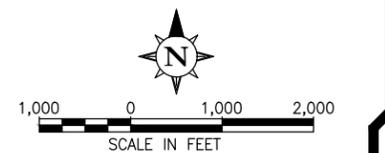
Assessment Areas

Sunbridge Stewardship District

POULOS & BENNETT

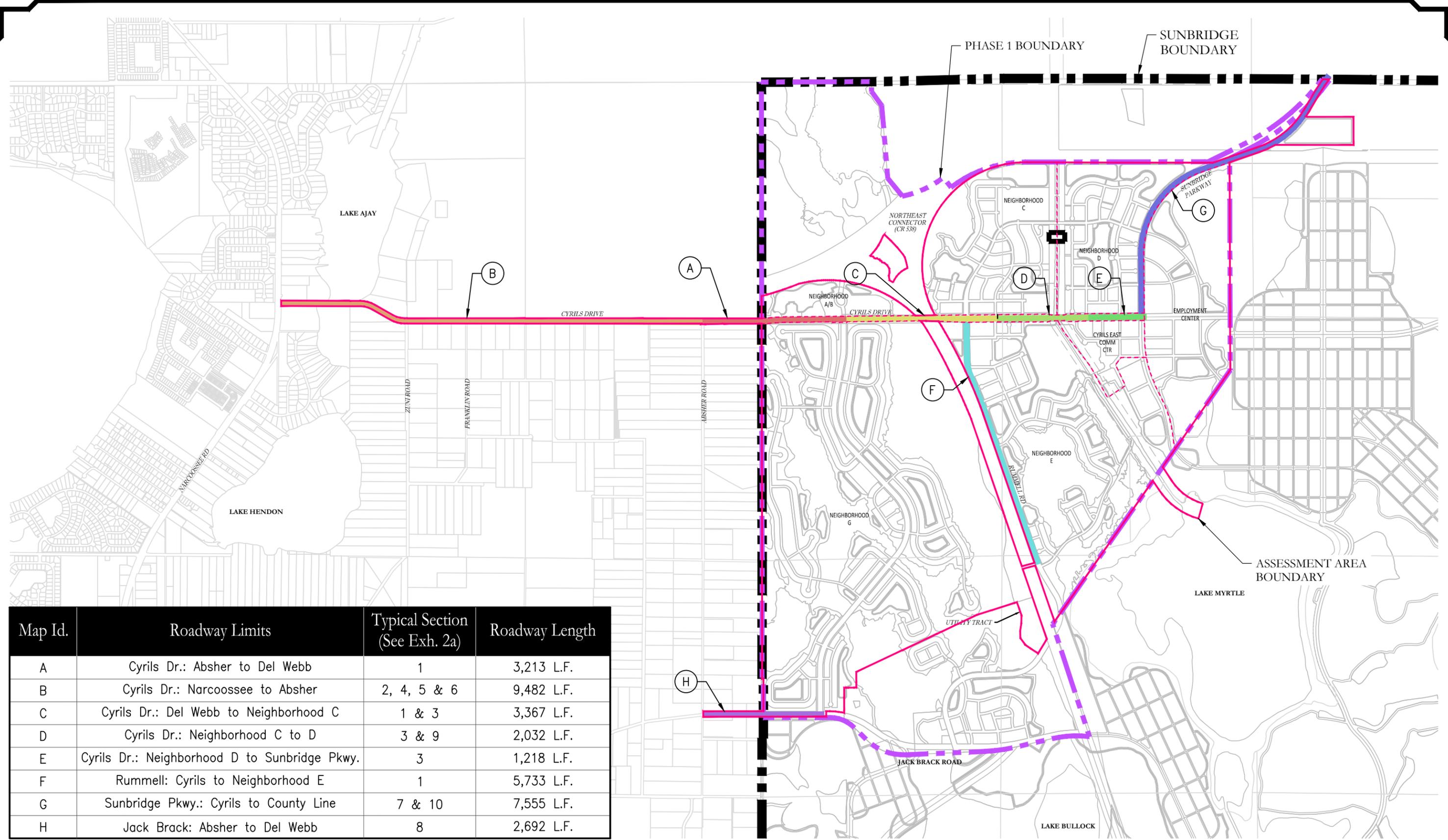
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 Orlando, Florida 32803-407.487.2594

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 Certificate of Authorization No. 28567



December 4, 2019
 P & B Job No.: 18-203

Exhibit 1



Map Id.	Roadway Limits	Typical Section (See Exh. 2a)	Roadway Length
A	Cyrils Dr.: Absher to Del Webb	1	3,213 L.F.
B	Cyrils Dr.: Narcoossee to Absher	2, 4, 5 & 6	9,482 L.F.
C	Cyrils Dr.: Del Webb to Neighborhood C	1 & 3	3,367 L.F.
D	Cyrils Dr.: Neighborhood C to D	3 & 9	2,032 L.F.
E	Cyrils Dr.: Neighborhood D to Sunbridge Pkwy.	3	1,218 L.F.
F	Rummell: Cyrils to Neighborhood E	1	5,733 L.F.
G	Sunbridge Pkwy.: Cyrils to County Line	7 & 10	7,555 L.F.
H	Jack Brack: Absher to Del Webb	8	2,692 L.F.

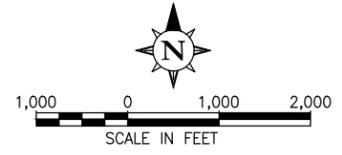
SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. ANTICIPATED DEVELOPMENT PER TAVISTOCK.

Assessment Areas - Master Roadway Infrastructure Map
Sunbridge Stewardship District



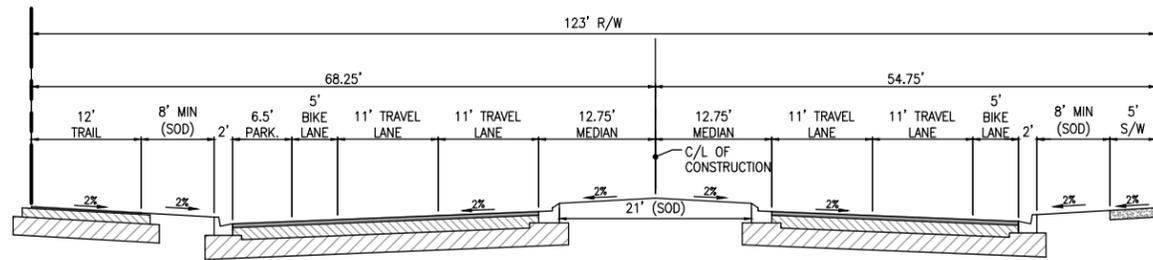
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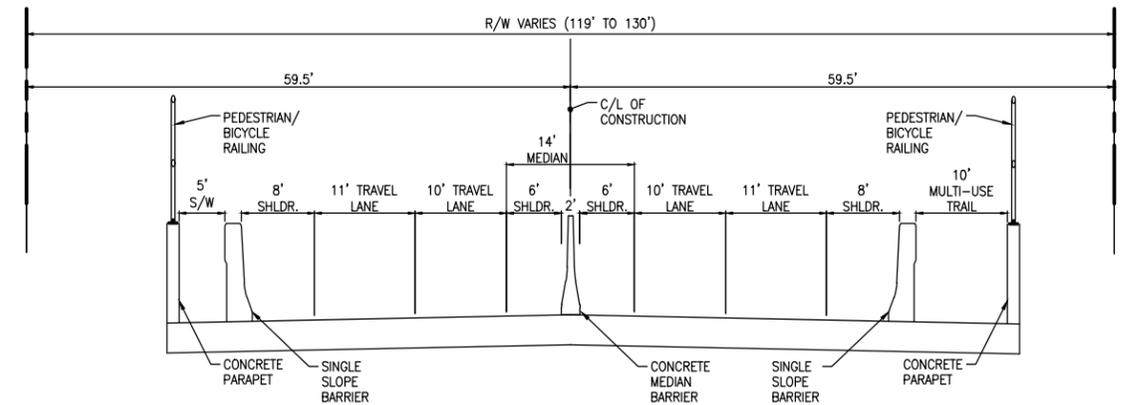


October 8, 2019
 P & B Job No.: 18-203

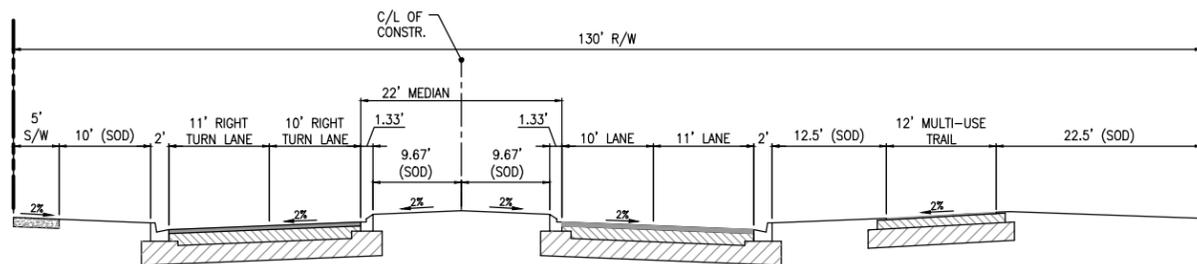
Exhibit 2



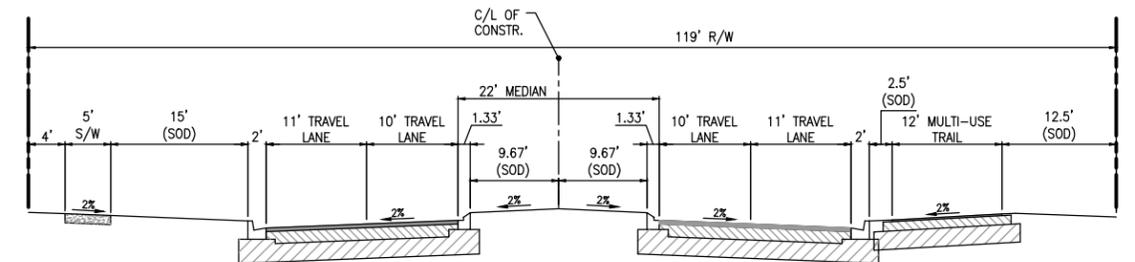
1 TYPICAL ROAD SECTION (123' R/W)
N.T.S.



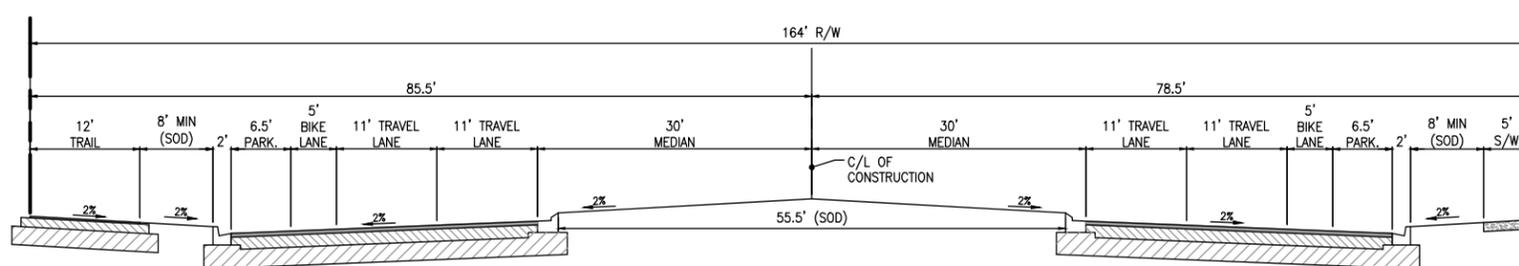
4 TYPICAL ROAD SECTION (BRIDGE)
N.T.S.



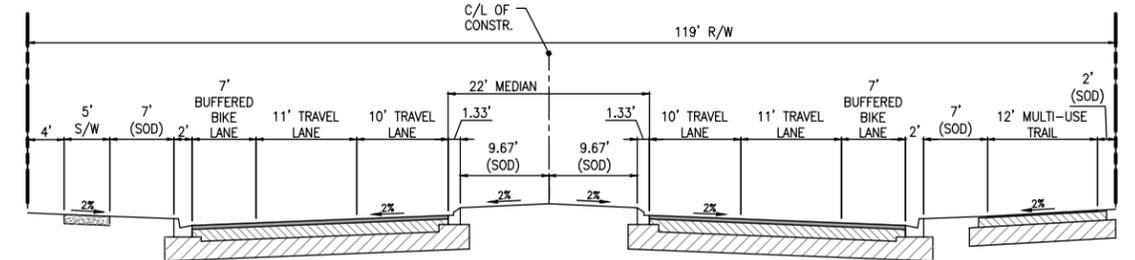
2 TYPICAL ROAD SECTION (130' R/W)
N.T.S.



5 TYPICAL ROAD SECTION (119' R/W)
N.T.S.



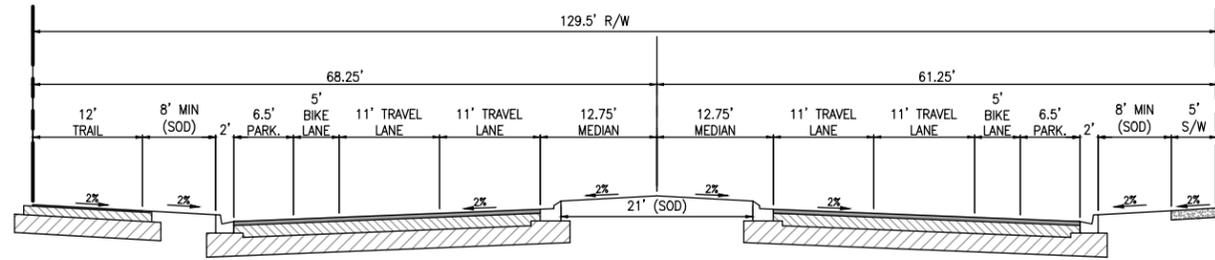
3 TYPICAL ROAD SECTION (164' R/W)
N.T.S.



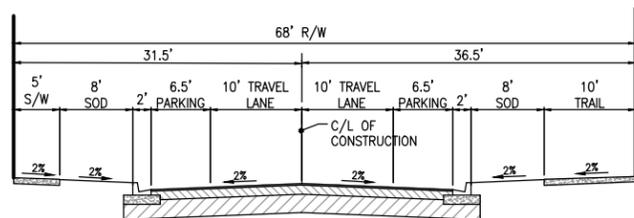
6 TYPICAL ROAD SECTION (119' R/W)
N.T.S.

Assessment Areas - Roadway Sections

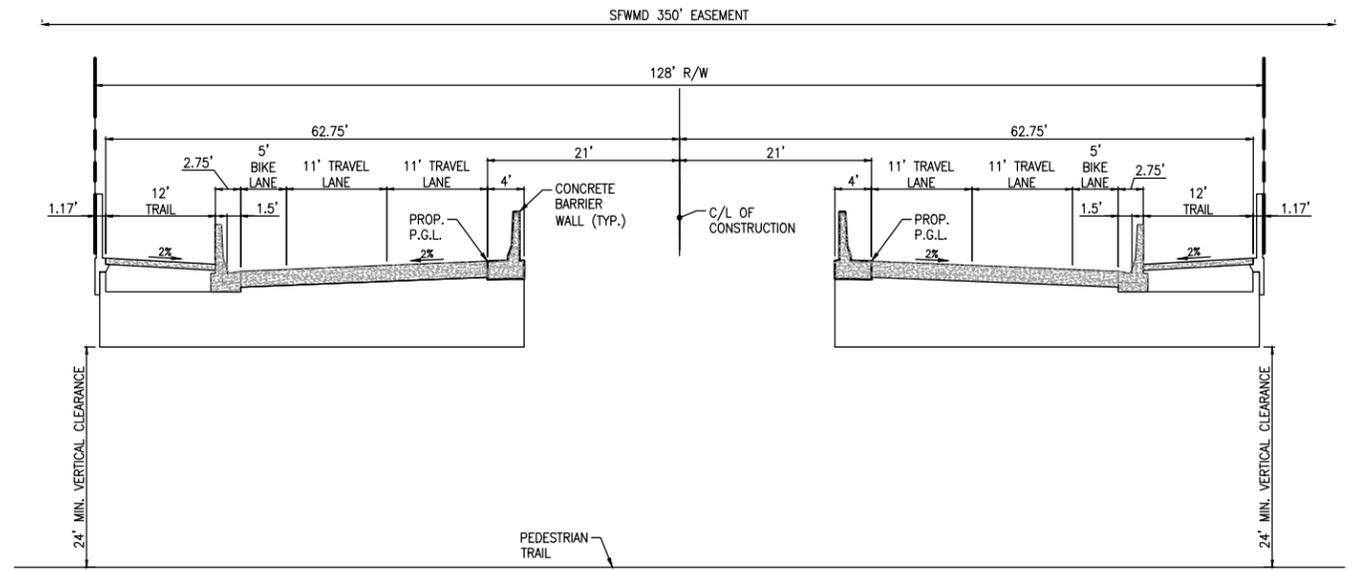
Sunbridge Stewardship District



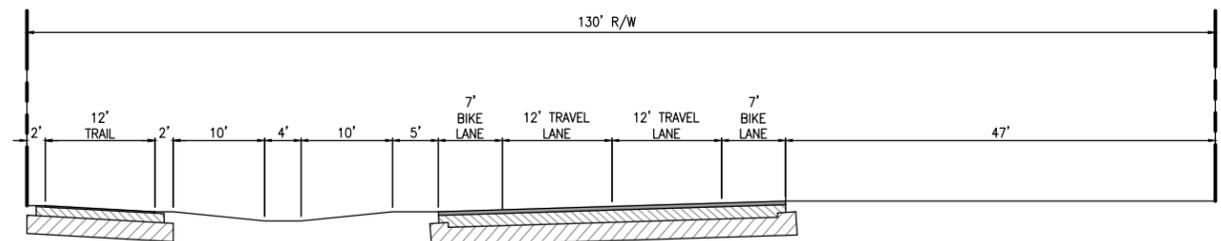
7 TYPICAL ROAD SECTION (129.5' R/W)
N.T.S.



8 TYPICAL ROAD SECTION (68' R/W)
N.T.S.



9 TYPICAL ROAD SECTION (128' R/W)
N.T.S.



10 TYPICAL ROAD SECTION (130' R/W)
N.T.S.

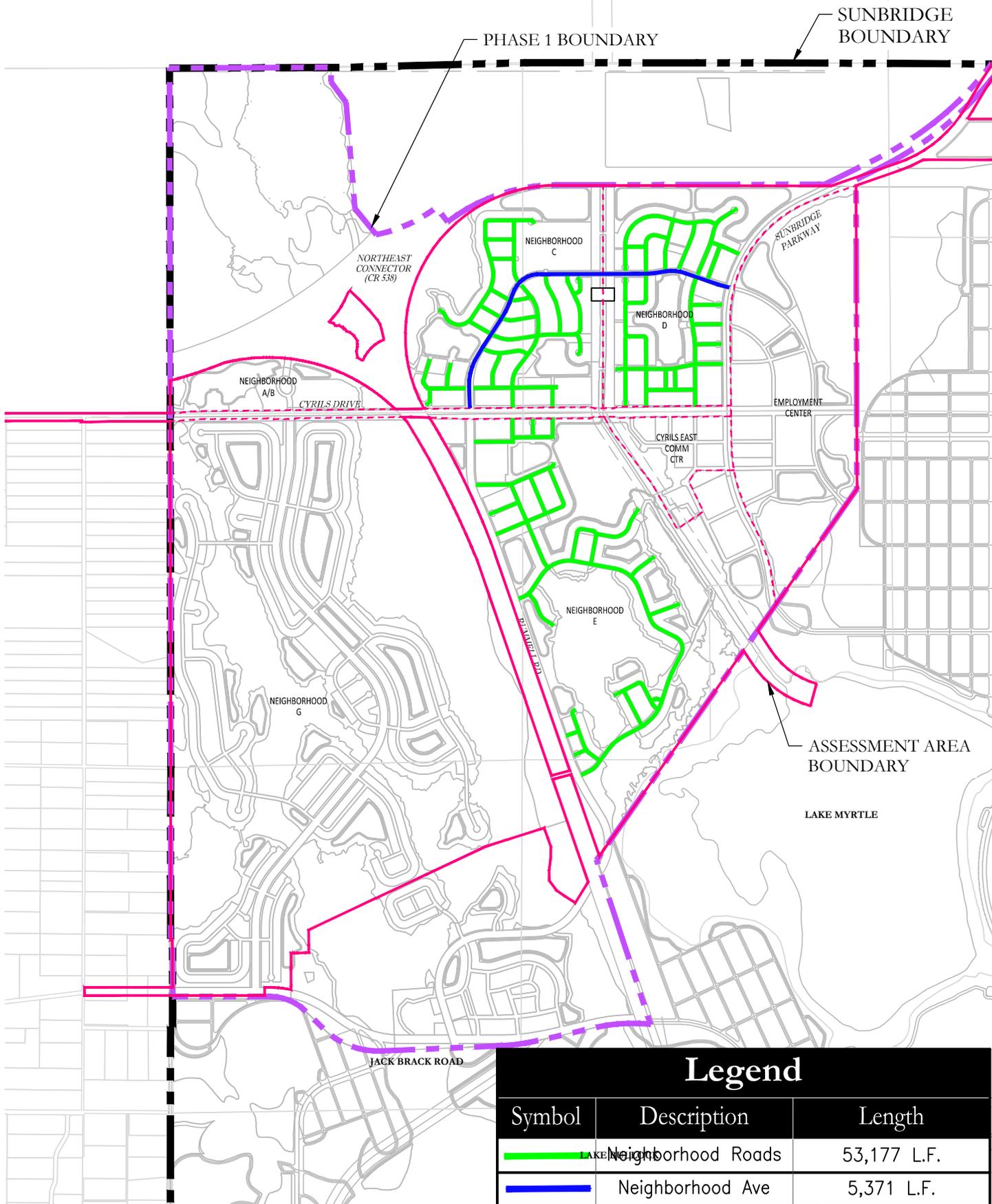
Assessment Areas - Roadway Sections

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SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011

Assessment Areas - Roadway Infrastructure Map

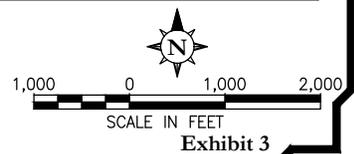
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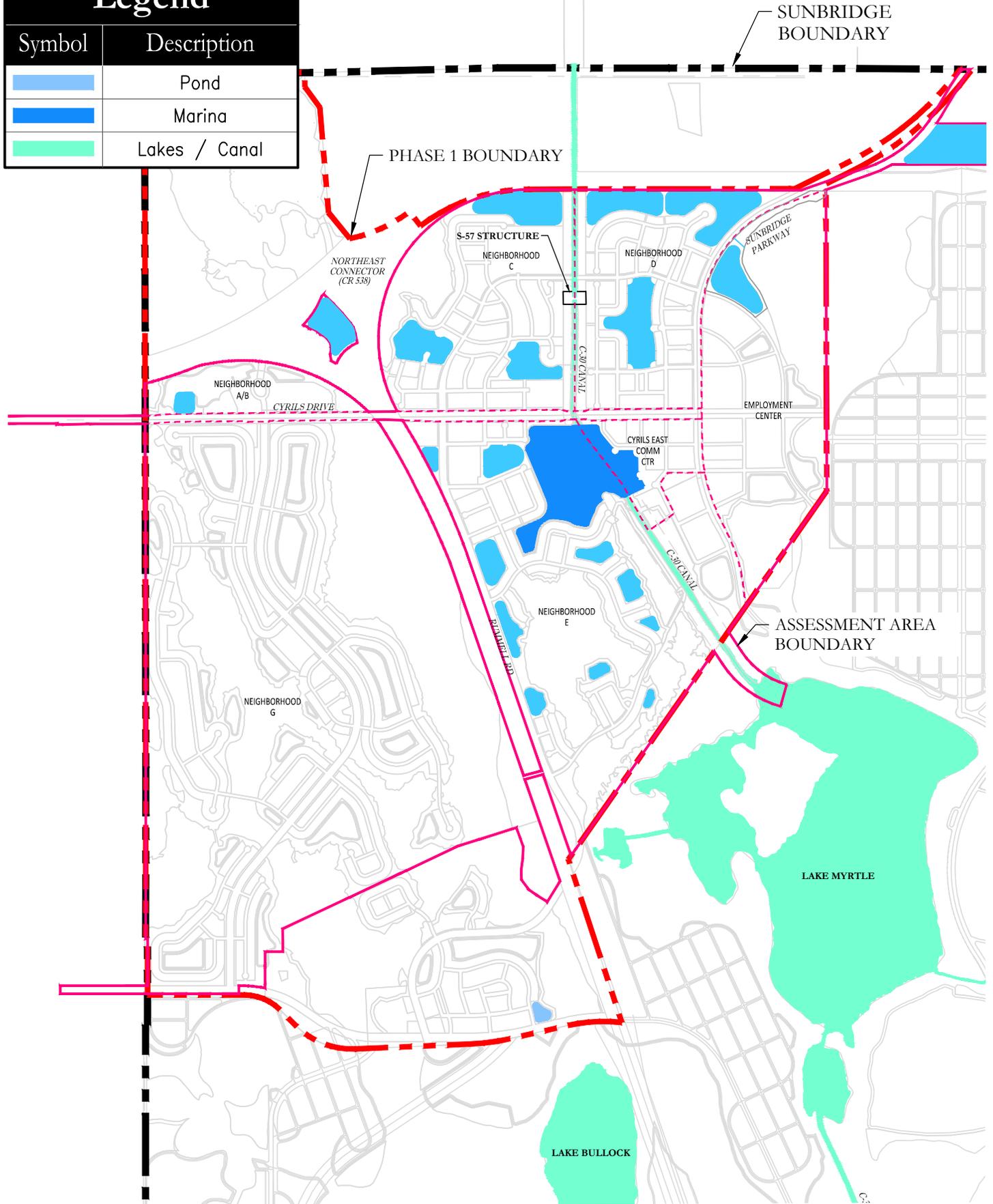
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Legend

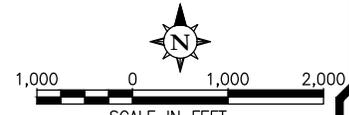
Symbol	Description
	Pond
	Marina
	Lakes / Canal



SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011

Assessment Areas - Stormwater Management Map

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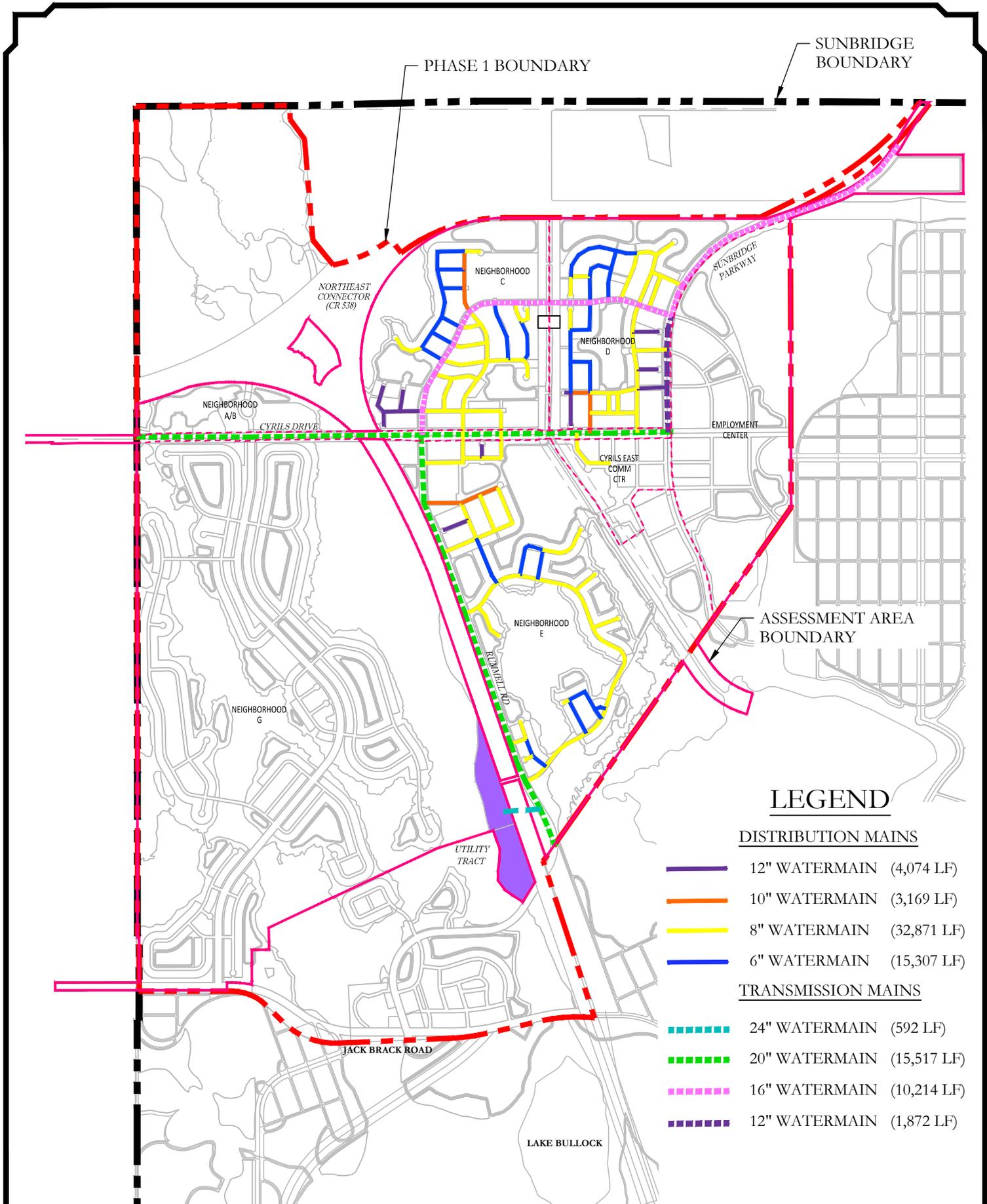
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SCALE IN FEET
Exhibit 4



LEGEND

DISTRIBUTION MAINS

- 12" WATERMAIN (4,074 LF)
- 10" WATERMAIN (3,169 LF)
- 8" WATERMAIN (32,871 LF)
- 6" WATERMAIN (15,307 LF)

TRANSMISSION MAINS

- - - 24" WATERMAIN (592 LF)
- - - 20" WATERMAIN (15,517 LF)
- - - 16" WATERMAIN (10,214 LF)
- - - 12" WATERMAIN (1,872 LF)

SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. UTILITY LINE SIZES PER MASTER UTILITY PLAN
 WATER ONLY APPROVED OCTOBER 2018

Assessment Areas - Potable Water Distribution System Map

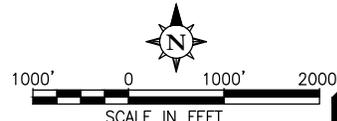
Sunbridge Stewardship District

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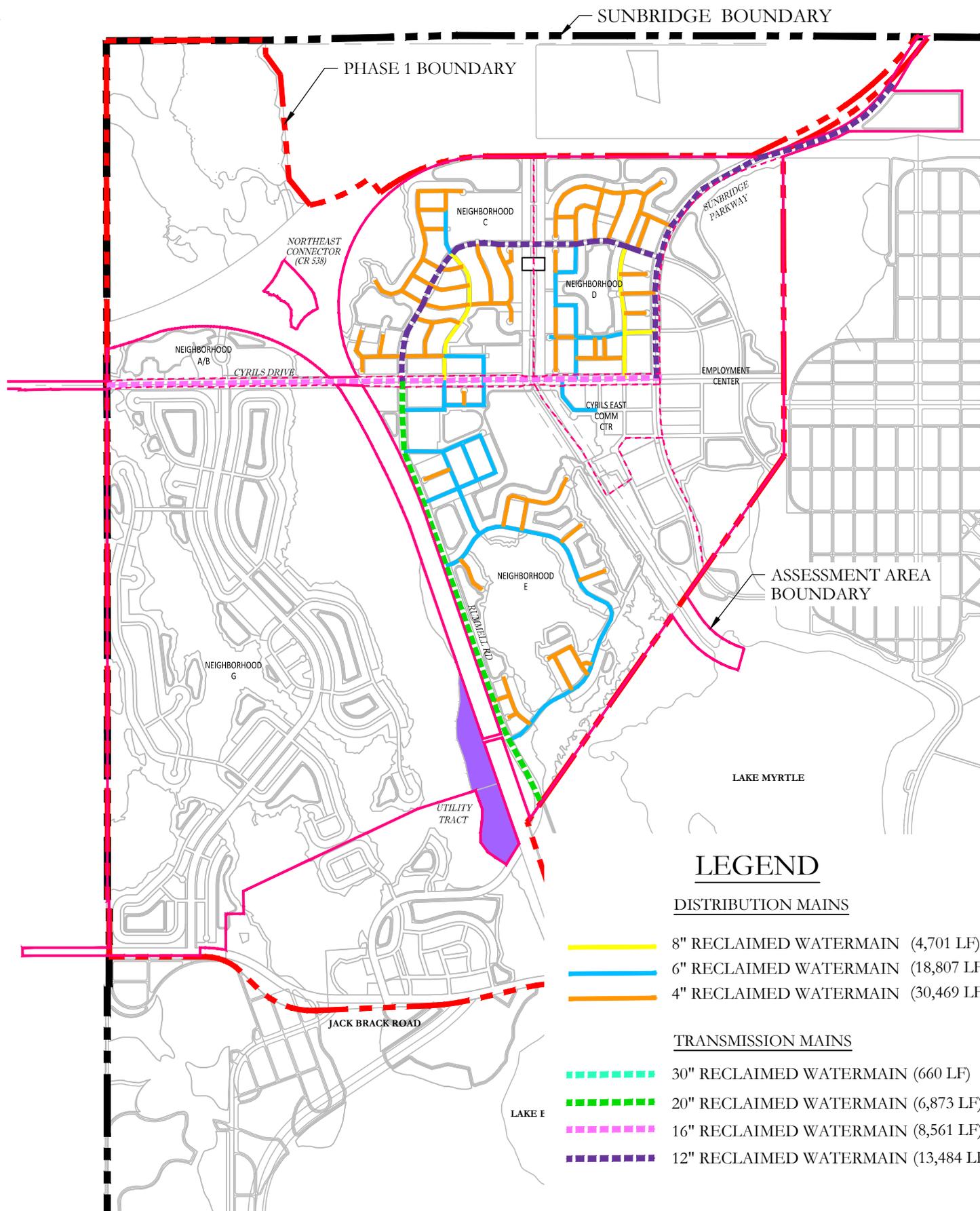
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SCALE IN FEET

Exhibit 5



LEGEND

DISTRIBUTION MAINS

- 8" RECLAIMED WATERMAIN (4,701 LF)
- 6" RECLAIMED WATERMAIN (18,807 LF)
- 4" RECLAIMED WATERMAIN (30,469 LF)

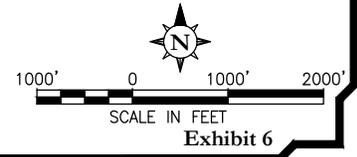
TRANSMISSION MAINS

- - - 30" RECLAIMED WATERMAIN (660 LF)
- - - 20" RECLAIMED WATERMAIN (6,873 LF)
- - - 16" RECLAIMED WATERMAIN (8,561 LF)
- - - 12" RECLAIMED WATERMAIN (13,484 LF)

SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. UTILITY LINE SIZES PER MASTER UTILITY PLAN
 RECLAIM ONLY APPROVED OCTOBER 2018

Assessment Areas - Reclaimed Water Distribution System Map

Sunbridge Stewardship District

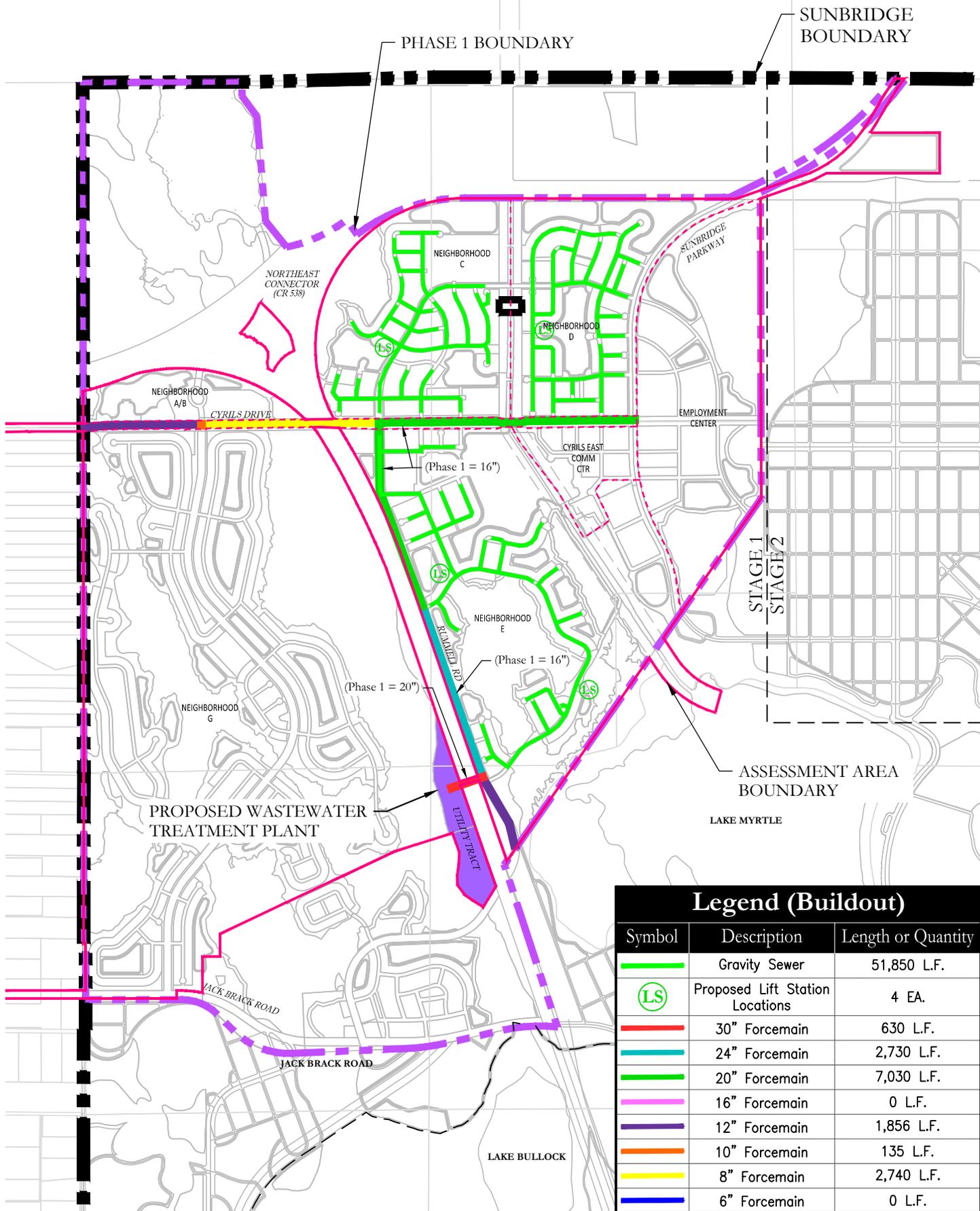


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Exhibit 6



Legend (Buildout)		
Symbol	Description	Length or Quantity
	Gravity Sewer	51,850 L.F.
	Proposed Lift Station Locations	4 EA.
	30" Forcemain	630 L.F.
	24" Forcemain	2,730 L.F.
	20" Forcemain	7,030 L.F.
	16" Forcemain	0 L.F.
	12" Forcemain	1,856 L.F.
	10" Forcemain	135 L.F.
	8" Forcemain	2,740 L.F.
	6" Forcemain	0 L.F.

SOURCES:
 1. PHASE 1 CONCEPT PLAN DATED JUNE 25, 2018
 2. NED COMPREHENSIVE PLAN DATED JUNE 20, 2011
 3. UTILITY LINE SIZES PER MASTER UTILITY PLAN
 WASTEWATER ONLY APPROVED OCTOBER 2018
 - ALL LIFT STATION LOCATIONS ARE SUBJECT TO
 FINAL ENGINEERING

Assessment Areas - Wastewater System Map

Sunbridge Stewardship District



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SCALE IN FEET
Exhibit 7

ASSESSMENT AREA BOUNDARY

CYRILS DRIVE

MARCOUSSE RD

ZUNI ROAD

FRANKLIN ROAD

LAKE HENDON

OESTERLE ROAD

ZUNI ROAD

ZUNI ROAD

JACK BRACK ROAD

EXISTING LIFT STATION

Legend (Buildout)

Symbol	Description	Length or Quantity
	8" Forcemain	9,700 L.F.

Wastewater System Map - Franklin Road Segment 2 Forcemain

Sunbridge Stewardship District

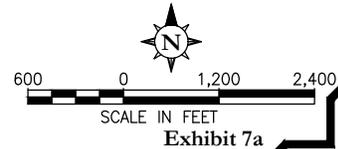
SOURCES:
 1. PH-SE 1 CONCEPT PL-N D-TED JUNE 25, 2018
 2. NED COMPREHENSIVE PL - D-TED JUNE 20, 2011
 3. UTILITY LINE SIZES PER M-STER UTILITY PL-N
 W-STEW-TER ONLY -APPROVED OCTOBER 2018
 -LL LIFT ST-TION LOC-TIONS -RE SUBJECT TO
 FIN-L ENGINEERING

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SOURCES:
 1. PH-SE 1 CONCEPT PL-N D-TED JUNE 25, 2018
 2. NED COMPREHENSIVE PL-N D-TED JUNE 20, 2011

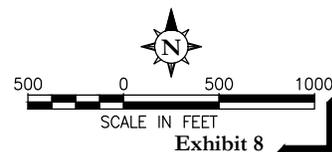
Assessment Areas - Marina Map

Sunbridge Stewardship District

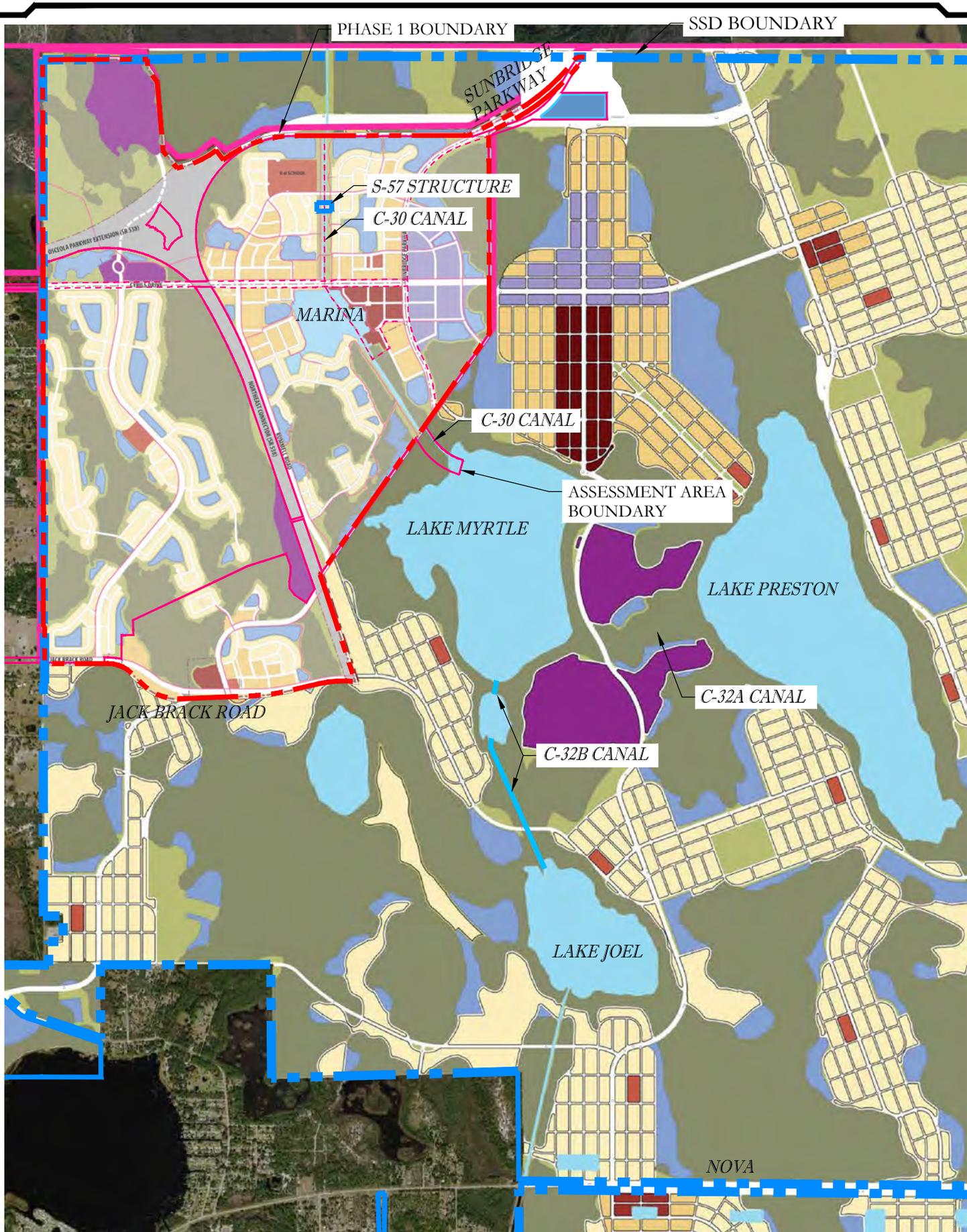
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SOURCES:
 1. PH-SE 1 CONCEPT PL-N D-TED JUNE 25, 2018
 2. NED COMPREHENSIVE PL-N D-TED JUNE 20, 2011

Assessment Areas - Lake Navigation Map

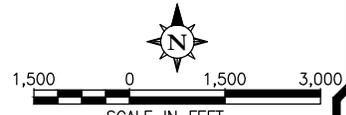
Sunbridge Stewardship District

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SCALE IN FEET

Exhibit 9

Exhibit 10

**Sunbridge Stewardship District - Assessment Areas
Estimate of Probable Capital Improvement Costs**

Facility	Del Webb 2019 Assessment Area Cost	Future Assessment Area Costs	Total Estimated Cost
Master Infrastructure Roadways and Stormwater System			
Master Roadways & Stormwater System	\$ 9,660,855	\$ 54,844,716	\$ 64,505,571
Marina Basin		\$ 15,552,607	\$ 15,552,607
Utility Lines	\$ 6,338,584	\$ 15,860,547	\$ 22,199,131
Utility Plants			\$ -
Parks, Landscape & Hardscape		\$ 6,895,000	\$ 6,895,000
Single Family Residential Improvements		\$ 48,265,000	\$ 48,265,000
Non-Residential Improvements (Office, Commercial, Industrial)			\$ -
Total	\$ 15,999,439	\$ 141,417,870	\$ 157,417,309

Notes:

1. All Cost are Preliminary Estimates and are subject to change based on actual bid prices. Also note that cost shown includes soft costs, including but not limited to Engineering, Legal, and Permitting as well as a 10% contingency.
2. Professional fees are included within each category.
3. Revised 10/10/19

Exhibit 10a
Sunbridge Stewardship District - Assessment Areas
Estimate of Probable Capital Improvement Costs

Master Infrastructure Roadways and Stormwater System

Roadway Segment	Roadway Limits	Del Webb 2019 Assessment Area Cost	Future Assessment Area Costs	Total Cost
A	Cyrils Dr: Absher to Del Webb	\$ 6,420,543	\$ 0	\$ 6,420,543
B	Cyrils Dr: Narcoosee to Absher	\$ -	\$ 21,375,432	\$ 21,375,432
C	Cyrils Dr: Del Webb to Neighborhood C	\$ -	\$ 6,162,792	\$ 6,162,792
D	Cyrils Dr: Neighborhood C to D	\$ -	\$ 5,895,636	\$ 5,895,636
E	Cyrils Dr: Neighborhood D to Sunbridge Parkway	\$ -	\$ 1,797,768	\$ 1,797,768
F	Rummell: Cyrils Dr to Utility Tract	\$ -	\$ 8,461,908	\$ 8,461,908
G	Sunbridge Parkway: Cyrils to County Line	\$ -	\$ 11,151,180	\$ 11,151,180
H	Jack Brack: Offsite to Del Webb	\$ 3,240,312	\$ -	\$ 3,240,312
Total Roadway Costs		\$ 9,660,855	\$ 54,844,716	\$ 64,505,571
Marina Basin and Lakes Navigation		\$ -	\$ 15,552,607	\$ 15,552,607
Total Master Infrastructure Roadways and Stormwater System Costs		\$ 9,660,855	\$ 70,397,323	\$ 80,058,178

Utility Lines

Potable Water System Total			\$ 4,228,955	\$ 4,228,955
Reclaimed Water System Total			\$ 3,683,666	\$ 3,683,666
Wastewater System Total			\$ 3,755,245	\$ 3,755,245
Undergrounding of Electrical Facilities Total			\$ 2,592,681	\$ 2,592,681
Utilities	Cyrils Dr: Absher to Del Webb (Water, Reclaim, Wastewater)	\$ 1,212,095	\$ -	\$ 1,212,095
Utilities	Cyrils Dr: Del Webb to Neighborhood C (Water, Reclaim, Wastewater)	\$ 1,145,389	\$ -	\$ 1,145,389
Franklin Drive Segment 2 Forcemain		\$ 679,000	\$ -	\$ 679,000
Rummell Utility Corridor (Cyrils to Utility Tract)		\$ 3,302,100	\$ 1,600,000	\$ 4,902,100
Utility Lines Total		\$ 6,338,584	\$ 15,860,547	\$ 22,199,131

Utility Plants

\$ -

Parks, Landscape & Hardscape

Neighborhood	# of Units	Units	Unit Cost		Cost
C	552	lots	\$ 5,000	\$ 2,760,000	\$ 2,760,000
D	416	lots	\$ 5,000	\$ 2,080,000	\$ 2,080,000
E	411	lots	\$ 5,000	\$ 2,055,000	\$ 2,055,000
Parks, Landscape & Hardscape Total		1,379 lots		\$ 6,895,000	\$ 6,895,000

Single Family Residential Improvements

Neighborhood	# of Units	Units	Unit Cost		Cost
C	552	lots	\$ 35,000	\$ 19,320,000	\$ 19,320,000
D	416	lots	\$ 35,000	\$ 14,560,000	\$ 14,560,000
E	411	lots	\$ 35,000	\$ 14,385,000	\$ 14,385,000
Single Family Residential Improvements Total		1,379 lots		\$ 48,265,000	\$ 48,265,000

Non-Residential Improvements (Office, Commercial, Industrial)

\$ -

Total

\$ 15,999,439	\$ 141,417,870	\$ 157,417,309
----------------------	-----------------------	-----------------------

Notes:

1. All Costs are Preliminary Estimates and are subject to change based on actual bid prices. Also note that costs shown includes soft costs, including but not limited to Engineering, Legal, and Permitting as well as a 10% contingency.
2. Professional fees are included within each category.
3. Revised 10/10/19

**Sunbridge
Stewardship District**

**Consideration of the Amended
Master Assessment Methodology Report
2019 Assessment Area
and
Del Web 2019 Assessment Area**



**MASTER
ASSESSMENT
METHODOLOGY REPORT
SUNBRIDGE STEWARDSHIP
DISTRICT
2019 Assessment Area and
Del Webb 2019 Assessment
Area**

Updated December 5, 2019

Prepared for

Board of Supervisors
Sunbridge Stewardship District

Prepared by

PFM Financial Advisors, LLC
12051 Corporate Boulevard
Orlando, Florida 32817
407-723-5900

**Master Assessment Methodology Report
Sunbridge Stewardship District
Del Webb 2019 Assessment Area**

1.0 Background

The Sunbridge Stewardship District (“District”) was established on June 6, 2017 as an independent special district created pursuant to Chapter 2017-220, Laws of Florida, Acts of 2017, House bill No. 1333, “The Sunbridge Stewardship Act”. The District was established to flexibly and responsibly finance and manage the acquisition and construction, maintenance and operation of public infrastructure systems, facilities, and services within the boundaries of the District. The District encompasses +/- 19,140 acres in Osceola County.

Osceola County granted comprehensive plan approval for the development of Sunbridge on July 27, 2011 (CPA 09-009). Subsequently, the County approved the Phase 1 Sunbridge Concept Plan on July 25, 2018. To support the development planned for Phase 1, the District intends to finance a portion of the necessary capital improvement plan (“CIP”) and the Developers (the future land owners who will develop the land in the District) will contribute the balance of the CIP. As discussed below, the CIP will be installed and funded in phases.

This report provides the master assessment methodology that the District will use to allocate the cost of the CIP to those properties in Phase 1 that specially benefit from the CIP (“Properties”). It is the District’s debt-funded CIP along with the Developers’ contributions that will allow the development of the Properties. By making development of the Properties possible, the District creates benefits to these Properties. The Phase 1 project area consists of +/- 2,096 acres currently planned for 2,756 single-family homes, 1,434 multifamily homes, 295,000 square feet of commercial space, 1,750,000 square feet of offices, and 450 hotel rooms along with civic and amenity spaces (the “2019 Assessment Area”).

The Landowner has entered into a purchase and sale agreement with Pulte Homes, who is developing Del Webb Sunbridge in a portion of the 2019 Assessment Area. The Del Webb 2019 Assessment Area comprises +/- 711 acres planned for 1,377 residential units along with a clubhouse and other amenities. As discussed below, the Del Webb 2019 Assessment Area will absorb 100% of the assessments supporting the Series 2019 Bonds.

The methodology described herein allocates the District's debt to the Properties based upon the benefits each receives from the infrastructure program. In this case the Properties receiving benefit are approximately 711 acres of land within the Del Webb 2019 Assessment Area. This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Projected Land Use Plan for the 2019 Assessment Area

Figure 1 shows the general location of the 2019 Assessment Area. The 2019 Assessment Area is located in Osceola County lying within Sections 1-2, 11-14, and 23-24 Township 25 South, Range 31 East. The main entries are off Cyrils Drive and Sunbridge Parkway. Table 1 summarizes the land use plan currently planned for the 2019 Assessment Area. The unit counts are approximate and will be determined at platting.

Figure 1. Sunbridge Stewardship District - 2019 Assessment Area

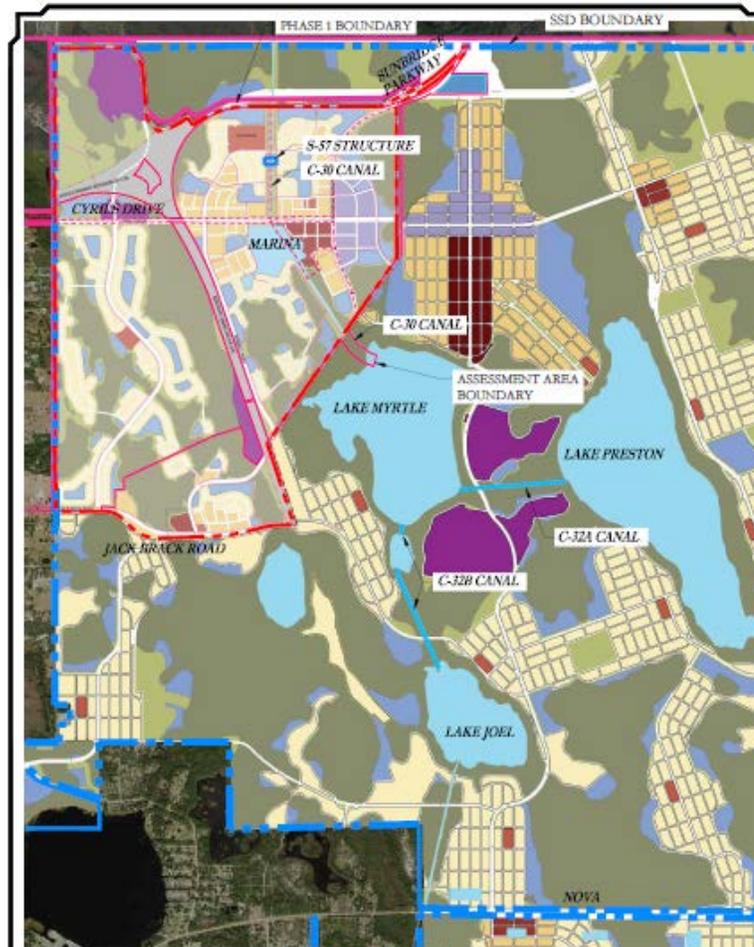


Table 1: Projected Land Use Plan for Total Acres in the 2019 Assessment Area and Del Webb Project Area

Area	Single/Villa	Apartments	Commercial	Office	Hotel
2019 Assessment Area Del Webb					
Villas	382	0	0	0	0
50' Single-family	658	0	0	0	0
65' Single-family	337	0	0	0	0
	=====	=====	=====	=====	=====
Subtotal 2019 Area	1,377	0	0	0	0
Future Assessment Areas					
Neighborhood A/B	0	0	35,000	0	0
Neighborhood C	552	66	0	0	0
Neighborhood D	416	288	0	0	0
Neighborhood E	411	510	0	0	0
Cyrils East Commerce Center	0	270	200,000	125,000	150
Employment Center	0	300	60,000	1,750,000	300
	=====	=====	=====	=====	=====
Subtotal Future	1,379	1,434	295,000	1,875,000	450
	=====	=====	=====	=====	=====
Total	2,756	1,434	295,000	1,875,000	450

Source: Developers

At the outset, the CIP for the 2019 Assessment Area is based on the projected land uses the Developer plans for the lands comprising the 2019 Assessment Area (as shown in Table 1). However, until either: (a) parcels of land along with their development entitlements are sold by the Landowner to the new landowner (or “Developer”) and entitlements conveyed or (b) plats are filed, the precise land uses are unknown.

Therefore, the District initially will impose assessments (“Assessments”) on a per gross acre basis on the unsold and unplatted Properties within the 2019 Assessment Area based on the land use plan outlined in Table 1 (or in any updates issued from time to time), and on any sold or platted Property in accordance with its actual land use or contractual entitlement as transferred to the new landowner (or Developer) from the Landowner.

The numerical analysis provided below is illustrative of the assessment methodology. Since actual costs may vary from the estimates, the actual figures may change as information becomes available. However, the information provided here is the best available at this time.

There is one important proviso. The debt per acre on the Property that remains unplatted in the 2019 Assessment Area is not allowed to increase above its Ceiling Amount. The Ceiling Amount is set whenever the District issues debt. It is calculated by dividing the unplatted acres of the Properties in the 2019 Assessment Area into the debt allocated to the unplatted Properties. In addition, this requirement will be tested at four intervals based upon the percentage of total acres that are developed. The intervals are at 25%, 50%, 75% and 100% of the gross acres.

1.3 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law require two things. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments that exceeds the burden of the debt placed upon them. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides wide latitude to legislative bodies, such as the District's Board of Supervisors in approving special assessments. Indeed, Florida courts have found that mathematical perfection is probably impossible, but if reasonable people disagree the assessment will be upheld. Only if the Board was to act in an arbitrary, capricious or grossly unfair fashion would its assessment methods be overturned.

1.4 Special Benefits and General Benefits

New capital Infrastructure improvements included in the CIP create both: (1) special benefits to the 2019 Assessment Area and (2) general benefits to properties outside the 2019 Assessment Area. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the 2019 Assessment Area.

The CIP described in the District Engineer's Report enables the 2019 Assessment Area to be developed. Without the CIP, there would be no infrastructure to support development of the 2019 Assessment Area. There is no doubt that the general public, and property owners outside the 2019 Assessment Area, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which is designed solely to meet the needs of the 2019 Assessment Area. Lands outside the 2019 Assessment Area do not depend upon the CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which the Properties in the 2019 Assessment Area receive compared to those lying outside of the boundaries of the 2019 Assessment Area.

As described in Table 3, the estimated cost of the District's share of the CIP as funded totals \$56,010,000. Since the 2019 Assessment Area comprises +/- 2,096 gross acres, the cost per gross acre in the Area is \$26,722 on a debt financed basis. As discussed in more detail below, at the time all of the Properties are developed according to the land plan in Table 1, the developed Properties will have absorbed all of the debt that was initially allocated on a gross acre basis.

Therefore, the proper analysis of the special benefit to the Properties in the 2019 Assessment Area planned for development is to compare the current value of the property to be developed to the expected future value of the property after the total CIP is installed. As demonstrated below, the installation of the infrastructure will generate benefits well in excess of its \$26,722 per acre cost by boosting the market value of the now undeveloped property well above the current land value (as described below) plus the cost of the infrastructure.

Table 2 demonstrates the expected special benefit to the Properties from the installation of the CIP. The development plan shown in Table 1 projects 4,190 residential units, 2,170,000 square feet of commercial and office space, 450 hotel rooms, along with amenities and civic space. As discussed below, on an equivalent residential unit ("ERU") basis, the total volume of assessable, vertical, development is 4,692 ERUs. Since the District comprises +/- 2,096 gross acres, the plan is for a gross density of 2.24 ERUs per acre.

Based on current market pricing, the estimated average market price of residential units to be developed in the 2019 Assessment Area will be \$400,000. On average, a finished building lot is valued at 22% of the total home and lot package. This produces an estimated finished lot value of \$88,000. The District's share of the CIP has a total cost as financed of \$56,010,000 for 4,692 ERUs, thus the cost to produce a semi-finished lot or building pad is \$11,938 per ERU. The market value of the land, as improved by the CIP, is then estimated as the difference between the value of the finished lot of \$88,000 and the cost of the improvements per lot of \$11,938 resulting in a residual value for the land, as improved, of \$76,062. The foregoing market value is subject to change based on the final pricing details of the District's bond issues and the market value of the homes to be built on the Properties.

According to the Osceola County Property Appraiser, the +/- 2,096 acres of land that comprise the 2019 Assessment Area has a market value of \$4,000 per acre for a total land value of \$8,384,000. The development program produces a density of 2.24 ERUs per acre, so the land value per ERU is \$1,787.

Therefore, the District's CIP will provide a special benefit to the Properties. The cost of the raw land at an expected density of 2.24 ERUs per acre is \$1,787 per lot. The net increase in the market value of the lots once improved by the District's CIP is estimated at \$76,062. Therefore, the net benefit in market value of the ERUs after deducting the cost of the land before the improvements is \$74,275 (ie. \$76,062 - \$1,787 = \$74,275). This demonstrates the special benefits generated by the CIP to the Properties.

Table 2. Demonstration of Special Benefit for Properties in the 2019 Assessment Area

Category	Amount
Acreage	2,096
Bonds to Fund CIP	\$56,010,000
	=====
Debt/Acre	\$26,722
Units	4,692
Assessment Area Acreage	2,096
	=====
Units/Acre	2.24
Average Price	\$400,000
Finished lot	\$88,000
Cost per lot	\$11,938
	=====
Remainder	\$76,062
Land Value	\$8,384,000
Acres	2,096
Cost/Acre	\$4,000
Cost/DU/Lot	\$1,787
	=====
Net Benefit	\$74,275

2.0 Assessment Methodology

2.1 Overview

The assessment methodology is a process by which the District will allocate the costs associated with its improvement program to properties in the 2019 Assessment Area of the District benefiting from the improvements. The allocation is based upon the benefits that the Properties receive. At the outset, the District has based its CIP on the projected land uses the Developer plans for the 2019 Assessment Area portion of the District as outlined in Table 1.

2.2 The District’s Capital Improvement Plan for the 2019 Assessment Areas and the District Engineer’s Estimate of Cost

Based upon the projected land use plan for the 2019 Assessment Area created by the Developer summarized in Table 1, the District Engineer has developed the CIP for the 2019 Assessment Area. These cost estimates are summarized in Table 3 below. The Engineer estimates a total project cost of \$157,417,309.¹ The CIP estimate excludes financing costs and interest expenses. The Financial Advisor has divided the CIP into a District Component and a Developer component based on consultations with the Developer. The District’s portion of the CIP totals \$45,073,481.

Table 3: District Engineer’s Estimated Costs for The District’s Capital Improvement Program for the 2019 Assessment Area

Category	2019 Assessment Area	Future Areas	Total	Developer	District Total
Master Roadways and Stormwater System	\$9,660,855	\$54,844,716	\$64,505,571	\$26,327,090	\$38,178,481
Marina Basin	\$0	\$15,552,607	\$15,552,607	\$15,552,607	\$0
Utility Lines	\$6,338,584	\$15,860,547	\$22,199,131	\$22,199,131	\$0
Utility Plants	\$0	\$0	\$0	\$0	\$0
Parks, Landscape & Hardscape	\$0	\$6,895,000	\$6,895,000	\$0	\$6,895,000
Residential Improvements	\$0	\$48,265,000	\$48,265,000	\$48,265,000	\$0
	=====	=====	=====	=====	=====
	\$15,999,439	\$141,417,870	\$157,417,309	\$112,343,828	\$45,073,481

Source: District Engineer’s Report and Financial Advisor

¹ Poulos & Bennett (October 17, 2019), “Sunbridge Stewardship District Supplemental Engineer’s Report for Capital Improvements Assessment Areas”.

Based on the District Engineer’s estimated cost for the 2019 Assessment Area, the District’s Financial Advisor has designed a financing program to provide the construction funds needed for the District’s portion of the CIP. Table 4 provides a summary of the financing program needed to fund the District’s portion of the CIP in the 2019 Assessment Area. Bonds totaling approximately \$56,010,000 are needed to fund the District’s share of the CIP.

Table 4: Estimated Size of the Bonds for the 2019 Assessment Area

Category	Series 2019 Bonds	Future Bonds	Total
Construction Fund	\$13,821,392 ²	\$31,252,089	\$45,073,481
Debt Service Reserve	\$1,133,569	\$2,720,221	\$3,853,790
Capitalized Interest	\$906,125	\$4,358,850	\$5,264,975
Cost of Issuance	\$285,000	\$415,000	\$700,000
Underwriter's Discount	\$329,500	\$790,700	\$1,120,200
Rounding	-\$586	-\$1,860	-\$2,446
	=====	=====	=====
Total	\$16,475,000	\$39,535,000	\$56,010,000

Source: Financial Advisor

The debt service reserve account is set initially at 100% of maximum annual debt service. The bond sizing includes two-years of capitalized interest. We estimated the underwriter’s discount at 2.0%. This allowance pays the underwriter for taking the risks involved in purchasing the District’s bonds. The cost of issuance pays for the trustee, financial advisor, district counsel and other costs associated with issuing the District's bonds.

2.3 Allocation to Benefiting Properties – The Master Methodology

The discussion offered below illustrates the process by which this report will allocate Assessments levied to pay indebtedness incurred to support the CIP. As described above, until such time as either: (a) Properties are sold along with their entitlements or (b) plats are recorded; the specific land uses in the District are not known with certainty. Therefore, at the outset, the debt is allocated on an acreage basis across all benefited acres in the District totaling approximately 2,096 acres. As the sale and platting process unfolds, the District will more finely articulate the allocation of debt to benefiting Properties based on their land uses. In this case, the Landowner has sold +/- 711 acres to Pulte for the development of Del Webb at Sunbridge planned for 1,377 single-family homes. As discussed below, the Del Webb property will absorb 100% of the assessments needed to support

² Note, the Engineer's CIP cost for the 2019 Assessment Area of \$15,999,439 includes \$2,178,047 of Developer Funding bringing the District's total to \$13,821,392 as shown in Table 4.

the Series 2019 Bonds. Therefore, there will be no debt on the balance of the land in the Phase 1 area.

As noted above, as long as two basic principles are adhered to, Florida law allows the Board of the District great latitude in determining the appropriate methodology to allocate the costs of the CIP to benefiting properties within the 2019 Assessment Area. The two principals are: (1) the properties being assessed must receive a special benefit from the CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties. In allocating special assessment costs to benefiting property Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, acreage, and value.

As shown in Table 1, the development plan for the 2019 Assessment Area anticipates construction of 4,190 residential units, 2,170,000 square feet of commercial and office space, 450 hotel rooms, along with amenities and civic space. The most equitable method to allocate the cost of the CIP among the Properties is the equivalent residential unit method (“ERU”). The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in *Winter Springs v. State*.³

The ERU method typically identifies a single-family home in the community as its unit of measurement, 1-ERU. In this application the standard sized single-family home, on lots with front feet ranging from 40’ to 60’, will be used as the unit of measurement and allocated 1-ERU. The larger homes on lots with front footage of over 60’ will be allocated 1.35 ERUs based on their larger front foot print and expected larger unit size. The villas are planned to have smaller front footage than the standard single-family home averaging 35’ front feet, so their ERU allocation is 0.7 ERU.

The apartment units will be assigned 0.5 ERU given their smaller size (approximately 50% of the expected square footage for a typical, standard, single-family home) and with a proportionately smaller utilization of the District’s infrastructure. The commercial space is allocated 1 ERU per 2,100 square feet of space based on the expected average size of the typical single-family unit. The office space is allocated 1 ERU per 3,000 square feet of space reflecting the lower full-time equivalent utilization of the District’s infrastructure, especially the District’s parks and roadways, compared to the single-family or commercial impact on the District’s infrastructure. The hotel rooms are each allocated 1 ERU. Even though the hotel rooms are physically smaller than the typical single-family home, there are large amounts of additional space included in a hotel. Furthermore, the hotel rooms and the associated space, along with the hotel

³ City of Winter Springs v. State, 776 So.2d 255 (Fla 2003)

staff, create additional demands on the District's infrastructure. Therefore, the allocation of 1-ERU per hotel room is reasonable.

Table 5 provides the allocations to the Properties using the ERU methodology. Table 5 shows both the total amount of debt allocated to each category of land use as well as the amount per unit. Table 5 also shows the allocations to each area. The total amount of the debt allocation is \$56,011,344. This is slightly higher than the total bond amount of \$56,010,000. The reason is that bonds are rounded to the nearest \$5,000 increment. This difference is not material.

Table 6 shows the annual assessments. The assessments are based on the total allocations from Table 5.

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Table 5. Allocation of the Cost of the CIP as Financed to the Properties

Land Use	Units	ERU/Unit	ERUs	%ERU	Total Par Debt	Par Debt/Unit
Villa	382	0.70000	267.40	6%	\$3,192,240	\$8,356.65
Single-family standard (Units)	2,037	1.00000	2,037.00	43%	\$24,317,846	\$11,938.07
Single-family large (Units)	337	1.3500	454.95	10%	\$5,431,224	\$16,116.39
Apartment (Units)	1,434	0.5000	717.00	15%	\$8,559,595	\$5,969.03
Commercial (sqft)	295,000	0.0005	140.48	3%	\$1,677,014	\$5.68
Office (sqft)	1,875,000	0.0003	625.00	13%	\$7,461,293	\$3.98
Hotel (rooms)	450	1.0000	450.00	10%	\$5,372,131	\$11,938.07
			=====	=====	=====	
Total			4,691.83	100%	\$56,011,344	

Table 5. Allocation of the Cost of the CIP as Financed to the Properties - Continued

Area	Single/Villa	Apartments	Commercial	Office	Hotel	Total
2019 Assessment Area Del Webb						
Villas	\$3,192,240	\$0	\$0	\$0	\$0	\$3,192,240
50' Single-family	\$7,855,249	\$0	\$0	\$0	\$0	\$7,855,249
65' Single-family	\$5,431,224	\$0	\$0	\$0	\$0	\$5,431,224
	=====	=====	=====	=====	=====	=====
Subtotal 2019 Area	\$16,478,713	\$0	\$0	\$0	\$0	\$16,478,713
Future Assessment Areas						
Neighborhood A/B	\$0	\$0	\$198,968	\$0	\$0	\$198,968
Neighborhood C	\$6,589,814	\$393,956	\$0	\$0	\$0	\$6,983,770
Neighborhood D	\$4,966,237	\$1,719,082	\$0	\$0	\$0	\$6,685,319
Neighborhood E	\$4,906,546	\$3,044,208	\$0	\$0	\$0	\$7,950,754
Cyrils East Commerce Center	\$0	\$1,611,639	\$1,136,959	\$497,420	\$1,790,710	\$5,036,728
Employment Center	\$0	\$1,790,710	\$341,088	\$6,963,873	\$3,581,421	\$12,677,092
	=====	=====	=====	=====	=====	=====
Subtotal Future	\$16,462,597	\$8,559,595	\$1,677,014	\$7,461,293	\$5,372,131	\$39,532,631
	=====	=====	=====	=====	=====	=====
Total	\$32,941,310	\$8,559,595	\$1,677,014	\$7,461,293	\$5,372,131	\$56,011,344

Table 6. Estimated Annual Debt Service Payments for the Properties

Land Use	Debt/Unit	Net Debt Service	Administrative Expenses	Total Debt Service
Villas	\$8,356.65	\$574.98	\$43.28	\$618.26
50' Single-family	\$11,938.07	\$821.40	\$61.83	\$883.23
Single-family large (Units)	\$16,116.39	\$1,108.89	\$83.47	\$1,192.36
Apartment (Units)	\$5,969.03	\$410.70	\$30.91	\$441.61
Commercial (sqft)	\$5.68	\$0.39	\$0.03	\$0.42
Office (sqft)	\$3.98	\$0.27	\$0.02	\$0.29
Hotel (rooms)	\$11,938	\$821.40	\$61.83	\$883.23

Table 6. Estimated Annual Debt Service Payments for the Properties - Continued

Area	Total Debt	Net Debt Service	Administrative Expenses	Total Debt Service
Villas	\$3,192,240	\$219,643	\$16,532	\$236,176
50' Single-family	\$7,855,249	\$540,483	\$40,682	\$581,165
Single-family large (Units)	\$5,431,224	\$373,698	\$28,128	\$401,825
	=====	=====	=====	=====
Subtotal 2019 Area	\$16,478,713	\$1,133,824	\$85,342	\$1,219,166
Future Assessment Areas				
Neighborhood A/B	\$198,968	\$13,690	\$1,030	\$14,720
Neighborhood C	\$6,983,770	\$480,521	\$36,168	\$516,689
Neighborhood D	\$6,685,319	\$459,986	\$34,623	\$494,609
Neighborhood E	\$7,950,754	\$547,055	\$41,176	\$588,231
Cyrils East Commerce Center	\$5,036,728	\$346,554	\$26,085	\$372,639
Employment Center	\$12,677,092	\$872,252	\$65,653	\$937,906
	=====	=====	=====	=====
Subtotal Future	\$39,532,631	\$2,720,058	\$204,736	\$2,924,794
	=====	=====	=====	=====
Total	\$56,011,344	\$3,853,882	\$290,077	\$4,143,960

2.4 Application of the Methodology to the Series 2019 Bonds

As shown above in Table 4, the District plans to sell \$16,475,000 of its Series 2019 Bonds to fund the initial phase of the District’s portion of the CIP. As noted above, the Landowner has sold +/- 711 acres to Pulte for their Del Webb at Sunbridge community. Del Webb is planned for 1,377 residential units. The sale and conveyance of the entitlements triggers the refinement of the allocation of debt from a gross acreage basis to a land use basis. Therefore, the Del Webb property will be allocated \$16,478,713 as shown in Table 5. This allocation is sufficient to absorb 100% of the Series 2019 Bonds. As a result, there would be no Series 2019 allocated to any other property in the District.

2.5 True Up Mechanism

The true up mechanism provides a critical safeguard in the assessment process preventing a buildup of debt on undeveloped Properties. The mechanism has two parts: (1) establishment of the Ceiling Amount and (2) application of the test to assure the Ceiling is not exceeded. The Ceiling Amount is established by dividing: (a) the debt that is not allocated to platted Properties in the 2019 Assessment Area by (b) the number of unplatted acres of Properties in the 2019 Assessment Area.

By way of illustration, if the District issues \$16,475,000 in Series 2019 Bonds as planned, then the Ceiling Amount would be set at \$23,172 per gross acre $\$16,475,000 / 711$.

The second part of the process is the application of the test to assure that a plat does not cause the debt on the remaining unplatted acres to exceed the Ceiling Amount. The test is conducted at the platting thresholds of 25%, 50%, 75% and 90% based on gross acreage. Table 7 displays the timing for these tests.

At each threshold the District would calculate the remaining unallocated debt per unplatted acre. If the remaining debt per unplatted acre is below the Ceiling Amount, then no further action is needed. However, if the remaining debt were to be above the Ceiling Amount, then the Developer would be obligated to make a True Up payment to bring the debt per unplatted acre down below the Ceiling Amount.

TABLE 7. STAGE OF DEVELOPMENT FOR TRUE UP TEST

Category	25%	50%	75%	90%
Cumulative Acres	177.75	355.50	533.25	639.90
Unallocated Acres	533.25	355.50	177.75	71.10

4.0 Tax Roll

Table 8 presents the tax roll for the 2019 Assessment Area. The benefitted parcels are identified by parcel numbers at this juncture. When the PA assigns tax identification numbers, the District will update the tax roll. The annual assessment amount is calculated based on an estimated interest rate of 6% and a term of 30-years. The administrative charges include charges of 1.5% for the Osceola County Property Tax Assessor, 1.5% for the Osceola County Property Appraiser, and a 4% collection allowance for early payment of property taxes.

Table 8. Tax Roll

Tax Identification Number	Acres	Par Debt	Annual Assessment	Administrative Fees	Total Annual Assessment
Del Webb 2019 Assessment Area	711.00	\$16,475,000	\$1,133,569	\$85,322	\$1,218,891
	=====	=====	=====	=====	=====
Total	711.00	\$16,475,000	\$1,133,569	\$85,322	\$1,218,891

**Sunbridge
Stewardship District**

**Public Hearing
on the
Imposition of Special Assessments**

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE SUNBRIDGE STEWARDSHIP DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE SUNBRIDGE STEWARDSHIP DISTRICT

NOTICE OF PUBLIC MEETING

The Sunbridge Stewardship District's (the "District") Board of Supervisors (the "Board") will hold a public hearing at 3:30 p.m. on December 5, 2019, at the Narcoossee Community Center, 5354 Rambling Road, St. Cloud, Florida 34771, to consider the adoption of an assessment roll, the imposition of special assessments on certain benefited lands within the District known as the "Del Webb 2019 Assessment Area Project" (the "Project Area"), and to provide for the levy, collection and enforcement of assessments securing bonds and/or notes issued to finance a portion of the cost of the acquisition and/or construction of the Del Webb 2019 Assessment Area Project (hereinafter defined). The public hearing is being conducted pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2017-220, Laws of Florida.

The Project Area, geographically depicted below, is generally located east of Absher Road, north and west of Lake Myrtle, and south of the Osceola/Orange County. The streets and areas to be improved are more specifically depicted in the Engineer's Report (hereinafter defined) and in the map below. The Del Webb 2019 Assessment Area Project contemplates that construction and/or acquisition of drainage and stormwater management systems, roadway improvements and utility lines, all as more fully described in the preliminary Supplemental Engineer's Report for Capital Improvements - Assessment Areas (the "Engineer's Report") dated October 17, 2019. (collectively, the "Del Webb 2019 Assessment Area Project").

Set forth in its preliminary Master Assessment Methodology Report 2019 Assessment Area and Del Webb 2019 Assessment Area, dated October 17, 2019 (the "Assessment Report"), which is on file with the District and available during normal business hours at the address provided below.

The District expects to collect sufficient revenues to retire no more than \$16,478,713 in principal amount of debt to be incurred by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The annual assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. A description of the District's intent to impose assessments on benefited lands within the Project Area in the manner set forth in the Assessment Report and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the District Manager located at 12051 Corporate Blvd., Orlando, Florida 32817 and at the local records office located at the Osceola Public Library.

The proposed schedule of maximum principal debt to be allocated to the properties within the Project Area is as follows:

Table with 5 columns: Tax Identification Number, Acres, Par Debt, Annual Assessment, Administrative Fees, Total Annual Assessment. Rows include Del Webb 2019 Assessment Area and Total.

*Includes 8% gross up for 4% early payment discount and Osceola County Property Appraiser and Tax Collector fees.

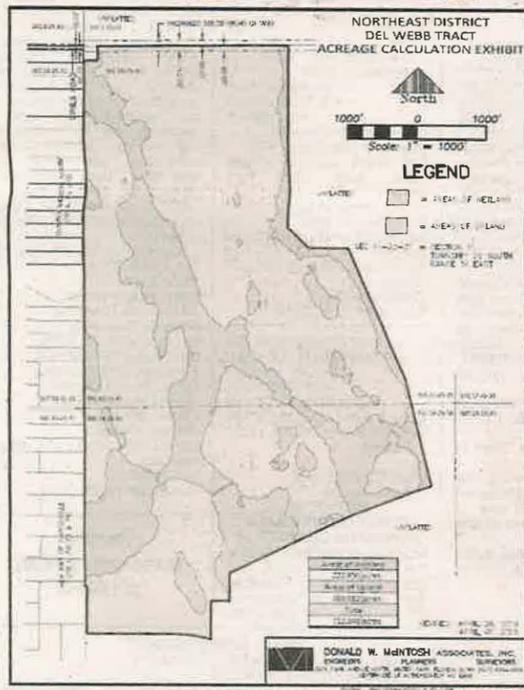
The assessments will be collected on the Osceola County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce the assessments. All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Also at 3:30 p.m. on December 5, 2019, at the Narcoossee Community Center, 5354 Rambling Road, St. Cloud, Florida 34771, the Board will hold a public meeting to consider any other business that may lawfully be considered by the District. This Board meeting is open to the public and will be conducted in accordance with the provisions of Florida law for independent special districts. This Board meeting and/or the public hearing may be continued in progress to a date and time certain announced at the meeting.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

SUNBRIDGE STEWARDSHIP DISTRICT



RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENT; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; AND PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Sunbridge Stewardship District (the "District") is a local unit of special-purpose government located in Osceola County, and established pursuant to Chapter 2017-220, Laws of Florida, (the "Act") for the purposes of constructing, installing, acquiring, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the Board of Supervisors (the "Board") of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements ("improvements") within the portion of the District known as the Del Webb Project as more particularly described in that certain Engineer's Report dated October 17, 2019, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the improvements by special assessments levied on benefited lands within the Del Webb Project pursuant to the Act (hereinafter, the "Assessments"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved; and

WHEREAS, this Resolution shall serve as the "resolution required to declare special assessments" contemplated by Section 170.03, Florida Statutes, for the assessment lien(s) levied against the property as described in Exhibits A and B that secure the Assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT:

- 1. The Assessments shall be levied to defray the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are

described in Exhibit A, and are on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.

- 3. The total estimated cost of the Improvements is \$13,821,392 (the "Estimated Cost").
4. The Assessments will defray approximately \$_16,478,713 which includes the Estimated Cost, plus financing-related costs, capitalized interest, and debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B.
6. The Assessments shall be levied within the Del Webb Project of the District on all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided for.

7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the Estimated Cost of the Improvements, all of which shall be open to inspection by the public.

8. Commencing with the year in which the Assessments are confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to the Act and Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.

9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit B hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which is hereby adopted and approved as the District's preliminary assessment roll.

10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Osceola County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 17th day of October, 2019.

ATTEST: SUNBRIDGE STEWARDSHIP DISTRICT
/s/ Carol L. Harris Secretary/Assistant Secretary
/s/ Richard Levey Chairman

Exhibit A: Engineer's Report, dated October 17, 2019
Exhibit B: Master Assessment Methodology Report Sunbridge Stewardship District 2019
Publish on November 14, 2019 and November 21, 2019

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION
Case #: 2019-CA-002879 MF HOME POINT FINANCIAL CORPORATION, Plaintiff,
vs.
PIA CARINA FORTINI, et al, Defendant(s).

NOTICE OF ACTION TO: PIA CARINA FORTINI AND UNKNOWN TENANT RESIDENT: Unknown
LAST KNOWN ADDRESS: 3757 EAGLE ISLE CIR, KISSIMMEE, FL 34746-1910
YOU ARE HEREBY NOTIFIED THAT AN ACTION TO FORECLOSE A MORTGAGE ON THE FOLLOWING DESCRIBED PROPERTY LOCATED IN OSCEOLA COUNTY, FLORIDA:

LOT 131, OF BELLALAGO - PHASE 4B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 18, PAGE 26-29, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

has been filed against you, and you are required to serve a copy of your written defenses, if any, to this action on Phelan Hallinan Diamond & Jones, PLLC, attorneys for plaintiff, whose address is: 2001 NW 64th Street, Suite 100, Fort Lauderdale, FL 33309, and file the original with the Clerk of the Court, within 30 days after the first publication of this notice, either before or immediately thereafter, DECEMBER 17, 2019, otherwise a default will be entered against you for the relief demanded in the Complaint.

This notice shall be published once a week for two consecutive weeks in the The Osceola News-Gazette. Movant counsel certifies that a bona fide effort to resolve this matter on the motion noticed has been made or that, because of time consideration, such effort has not yet been made but will be made prior to the scheduled hearing.

If you are a person with a disability who needs an accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Court Administration, Osceola County Courthouse, 2 Courthouse Square, Suite 6300, Kissimmee, Florida 34741, (407) 742-2417, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711.

ARMANDO RAMIREZ, Clerk of the Circuit Court. By: /s/ SV As Deputy Clerk of the Court. Copies furnished to: Phelan Hallinan Diamond & Jones, PLLC, 2001 NW 64th Street, Suite 100, Fort Lauderdale, FL 33309, PH #: 89291, November 14, 21, 2019

ARMANDO RAMIREZ, Clerk of the Circuit Court. By: /s/ SV As Deputy Clerk of the Court. Copies furnished to: Phelan Hallinan Diamond & Jones, PLLC, 2001 NW 64th Street, Suite 100, Fort Lauderdale, FL 33309, PH #: 89291, November 14, 21, 2019

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
CIVIL ACTION
Case #: 2019-CA-003246 MF SECURITY NATIONAL LIFE INSURANCE COMPANY, a Utah corporation, Plaintiff,
vs.
EDGARDO DEL RINCON GUTIERREZ, UNKNOWN SPOUSE OF EDGARDO DEL RINCON GUTIERREZ, TAPESTRY PROPERTY OWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation, SONOMA RESORT AT TAPESTRY HOMEOWNERS' ASSOCIATION, INC., a Florida Not for Profit Corporation, and

UNKNOWN TENANT(S), Defendants.
NOTICE OF ACTION TO: EDGARDO DEL RINCON GUTIERREZ, 2615 Calistoga Avenue, Kissimmee, Florida 34741
UNKNOWN SPOUSE OF EDGARDO DEL RINCON GUTIERREZ, 2615 Calistoga Avenue, Kissimmee, Florida 34741
EDGARDO DEL RINCON GUTIERREZ, Av. Santa Fe # 462, Depto. 409 Col. Santa Fe Cruz Manca, Mexico, MX 05249
UNKNOWN SPOUSE OF EDGARDO DEL RINCON GUTIERREZ, Av. Santa Fe # 462, Depto. 409 Col. Santa Fe Cruz Manca, Mexico, MX 05249

YOU ARE NOTIFIED THAT AN ACTION TO FORECLOSE A MORTGAGE RECORDED ON MARCH 5, 2019, AT BOOK 5486, PAGE 2524 IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ON THE FOLLOWING PROPERTY IN OSCEOLA COUNTY, FLORIDA: LOT 8, SONOMA RESORT AT TAPESTRY - PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE(S) 101, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. ("Property").

JOE'S AUTO SERVICE CENTER INC., 1123 13th STREET, ST. CLOUD, FL 34769
Towed-10/18/2019
Year-2004
Make-CHEVY
VIN: 1GCEK14VX4Z335151
Date of Sale-11/25/2019
Time-10:00 A.M.
Location of Sale - Joe's Auto Service Center Inc., 1123 13th Street, St. Cloud, FL 34769
November 14, 2019

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
General Jurisdiction Division
Case #: 2019-CA-003094 MF NATIONSTAR MORTGAGE LLC, D/B/A CHAMPION MORTGAGE COMPANY, Plaintiff,
vs.
THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHERS WHO MAY CLAIM AN INTEREST IN THE ESTATE OF KAREN A. KOWALSKI, DECEASED, et al., Defendant(s).

NOTICE OF ACTION-CONSTRUCTIVE SERVICE TO: THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHERS WHO MAY CLAIM AN INTEREST IN THE ESTATE OF KAREN A. KOWALSKI, DECEASED, whose residence is unknown if he/she/they are living; and if he/she/they are dead, the unknown defendants who may be spouses, heirs, devisees, grantees, assignees, lienors, creditors, trustees, and all parties claiming an interest by, through, under or against the Defendants, who are not known to be dead or alive, and all parties having or claiming to have any right, title or interest in the property described in the mortgage being foreclosed hereon.

YOU ARE HEREBY NOTIFIED THAT AN ACTION TO FORECLOSE A MORTGAGE ON THE FOLLOWING PROPERTY: THE SOUTH HALF OF LOTS 7 AND 8, BLOCK 13, B.C. MILLER'S RE-SUBDIVISION OF BLOCKS 11-12-13-14-15-16-17 AND 19 OF E. B. WATERS AND SONS' ADDITION TO THE TOWN OF KISSIMMEE CITY, OSCEOLA COUNTY, STATE OF FLORIDA, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 52, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. has been filed against you and you are required to serve a copy of your written defenses, if any, to it on counsel for Plaintiff, whose address is: 6409 Congress Avenue, Suite 100, Boca Raton, Florida 33487 or before DECEMBER 17, 2019, (30 days from Date of First Publication of this Notice) and file the original with the clerk of this court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint or petition filed herein.

If you are a person with a disability who needs an accommodation in order to participate in these proceedings, you are entitled, at no cost to you, to the provision of certain assistance. Please contact: Court Administration at 2 Courthouse Square, Suite 6300, Kissimmee, Florida 34741, Telephone: (407) 742-2417, within two (2) working days of your receipt of this described notice; if you are hearing or voice impaired, call 1-(800) 955-8771.

WITNESS my hand and the seal of this Court at

NOTICE OF PUBLIC ACTION The following vehicles will be sold at auction free of all prior liens for cash.
1) 2002 FORD Explorer XLT 4 Door SUV - Gold
VIN: 1FMZU63E7Z2B06350
Sale Date: NOVEMBER 26, 2019
AND
1) 1991 PLYMOUTH Grand Voyager Van - Blue
VIN: 1P4GH547RMX583804
Sale Date: NOVEMBER 27, 2019
Sale Time: 10:00 A.M.
Sale Location: MAGIC TOWS, LLC, 1201 Sawdust Trail, Kissimmee, Florida 34744
November 14, 2019

LEGAL AD DEADLINES
Thursday News-Gazette Friday at 1:00 PM
Saturday News-Gazette Tuesday at 5:00 PM

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION
Case #: 2019-CA-001552 MF PINGORA LOAN SERVICING, LLC, Plaintiff,
vs.
KENNETH JOE BRUNK, JR, et al., Defendant(s).

NOTICE OF ACTION TO: EVALYN ALBERTA BRUNK RESIDENT: Unknown
LAST KNOWN ADDRESS: 2565 CHEROKEE RD., APT C, SAINT CLOUD, FL 34772-7434
YOU ARE HEREBY NOTIFIED THAT AN ACTION TO FORECLOSE A MORTGAGE ON THE FOLLOWING DESCRIBED PROPERTY LOCATED IN OSCEOLA COUNTY, FLORIDA:

Lot 6, Block 560, Poinciana Neighborhood 1, Village 2, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 69 through 87, inclusive, of the Public Records of Osceola County, Florida.

has been filed against you, and you are required to serve a copy of your written defenses, if any, to this action on Phelan Hallinan Diamond & Jones, PLLC, attorneys for plaintiff, whose address is: 2001 NW 64th Street, Suite 100, Fort Lauderdale, FL 33309, and file the original with the Clerk of the Court, within 30 days after the first publication of this notice, either before or immediately thereafter, DECEMBER 17, 2019, otherwise a default will be entered against you for the relief demanded in the Complaint.

This notice shall be published once a week for two consecutive weeks in the The Osceola News-Gazette. Movant counsel certifies that a bona fide effort to resolve this matter on the motion noticed has been made or that, because of time consideration, such effort has not yet been made but will be made prior to the scheduled hearing.

If you are a person with a disability who needs an accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Court Administration, Osceola County Courthouse, 2 Courthouse Square, Suite 6300, Kissimmee, Florida 34741, (407) 742-2417, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711.

ARMANDO RAMIREZ, Clerk of the Circuit Court. By: /s/ SV As Deputy Clerk of the Court. Copies furnished to: Phelan Hallinan Diamond & Jones, PLLC, 2001 NW 64th Street, Suite 100, Fort Lauderdale, FL 33309, PH #: 89119, November 14, 21, 2019

NOTICE OF ACTION TO: THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHER PARTIES CLAIMING AN INTEREST IN THE ESTATE OF BENIGNO ROSARIO; ET AL., Defendant(s).

YOU ARE NOTIFIED THAT AN ACTION FOR FORECLOSURE OF MORTGAGE ON THE FOLLOWING DESCRIBED PROPERTY: LOT 171, SHANNON LAKES PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 41 THROUGH 43, INCLUSIVE, PUBLIC RECORDS

OF OSCEOLA COUNTY, FLORIDA, 2306 LILY PAD LANE, KISSIMMEE, FL 34743
OSCEOLA
has been filed against you and you are required to serve a copy of your written defenses, if any, to it on: Marinosci Law Group, P.C., Attorney for Plaintiff, whose address is: 100 W. Cypress Creek Road, Suite 1045, Fort Lauderdale, Florida 33309, within thirty (30) days after the first publication of this Notice in the Osceola News-Gazette, file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint.

Osceola County, Florida, this 24th day of October 2019.
(CIRCUIT COURT SEAL)
ARMANDO RAMIREZ
CLERK OF CIRCUIT COURT
By: /s/ S.V.
As Deputy Clerk
ROBERTSON, ANSCHUTZ, & SCHNEID, P.L.
Attorney for Plaintiff
6409 Congress Avenue
Suite 100
Boca Raton, FL 33487
PRIMARY EMAIL: mail@rasflaw.com
19-368140-JaR
November 14, 21, 2019

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION
Case #: 2018-CA-001552 MF PINGORA LOAN SERVICING, LLC, Plaintiff,
vs.
KENNETH JOE BRUNK, JR, et al., Defendant(s).

NOTICE OF ACTION TO: EVALYN ALBERTA BRUNK RESIDENT: Unknown
LAST KNOWN ADDRESS: 2565 CHEROKEE RD., APT C, SAINT CLOUD, FL 34772-7434
YOU ARE HEREBY NOTIFIED THAT AN ACTION TO FORECLOSE A MORTGAGE ON THE FOLLOWING DESCRIBED PROPERTY LOCATED IN OSCEOLA COUNTY, FLORIDA:

Lot 6, Block 560, Poinciana Neighborhood 1, Village 2, according to the map or plat thereof, as recorded in Plat Book 3, Page(s) 69 through 87, inclusive, of the Public Records of Osceola County, Florida.

has been filed against you, and you are required to serve a copy of your written defenses, if any, to this action on Phelan Hallinan Diamond & Jones, PLLC, attorneys for plaintiff, whose address is: 2001 NW 64th Street, Suite 100, Fort Lauderdale, FL 33309, and file the original with the Clerk of the Court, within 30 days after the first publication of this notice, either before or immediately thereafter, DECEMBER 17, 2019, otherwise a default will be entered against you for the relief demanded in the Complaint.

This notice shall be published once a week for two consecutive weeks in the The Osceola News-Gazette. Movant counsel certifies that a bona fide effort to resolve this matter on the motion noticed has been made or that, because of time consideration, such effort has not yet been made but will be made prior to the scheduled hearing.

If you are a person with a disability who needs an accommodation to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Court Administration, Osceola County Courthouse, 2 Courthouse Square, Suite 6300, Kissimmee, Florida 34741, (407) 742-2417, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711.

ARMANDO RAMIREZ, Clerk of the Circuit Court. By: /s/ SV As Deputy Clerk of the Court. Copies furnished to: Phelan Hallinan Diamond & Jones, PLLC, 2001 NW 64th Street, Suite 100, Fort Lauderdale, FL 33309, PH #: 89119, November 14, 21, 2019

NOTICE OF ACTION TO: THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHER PARTIES CLAIMING AN INTEREST IN THE ESTATE OF BENIGNO ROSARIO; ET AL., Defendant(s).

YOU ARE NOTIFIED THAT AN ACTION FOR FORECLOSURE OF MORTGAGE ON THE FOLLOWING DESCRIBED PROPERTY: LOT 171, SHANNON LAKES PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 41 THROUGH 43, INCLUSIVE, PUBLIC RECORDS

OF OSCEOLA COUNTY, FLORIDA, 2306 LILY PAD LANE, KISSIMMEE, FL 34743
OSCEOLA
has been filed against you and you are required to serve a copy of your written defenses, if any, to it on: Marinosci Law Group, P.C., Attorney for Plaintiff, whose address is: 100 W. Cypress Creek Road, Suite 1045, Fort Lauderdale, Florida 33309, within thirty (30) days after the first publication of this Notice in the Osceola News-Gazette, file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint.

This notice is provided pursuant to Administrative Order No. 2.085.
IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT: If you are a person with a disability who needs any accommodation in order to participate in a court proceeding or event, you are entitled, at no cost to you, to the provision of certain assistance. Please contact: ADA Coordinator, Court Administration, Osceola County Courthouse, 2 Courthouse Square, Suite 6300, Kissimmee, FL 34741, (407) 742-2417, Fax #: 407-835-5079, at least 7 days before your scheduled court appearance, or immediately upon receiving notification if the time before the scheduled court appearance is less than 7 days. If you are hearing or voice impaired, call 711 to reach the Telecommunications Relay Service.

WITNESS my hand and the seal of this Court this 25th day of October 2019.
ARMANDO RAMIREZ
As Clerk of the Court
By: /s/ SV
As Deputy Clerk
Marinosci Law Group, P.C.
100 W. Cypress Creek Road, Suite 1045, Fort Lauderdale, FL 33309
Telephone: (954) 644-8704
Telefacsimile: (954) 772-9601
November 14, 21, 2019

IN THE CIRCUIT COURT, IN AND FOR OSCEOLA COUNTY, FLORIDA. PROBATE DIVISION
File No: 2019-CP-000728 PR
Division: Probate.
IN RE: ESTATE OF: CATHY MARIE ZANIN, Deceased.
NOTICE TO CREDITORS
The administration of the Estate of CATHY MARIE ZANIN, deceased, whose date of death was March 31, 2019, is pending in the Circuit Court for Osceola County, Florida, Probate Division, the address of which is: 2 Courthouse Square, Kissimmee, Florida 34741. The names and addresses of the Personal Representative and the Personal Representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate, on whom a copy of this notice is required to be served, must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM. All other creditors of the decedent and other persons having claims or demands against decedent's estate, must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. ALL CLAIMS NOT SO FILED WITHIN THE TIME PERIOD SET FORTH IN SECTION 733.702 OF THE FLORIDA PROBATE CODE WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED. The date of first Publication of this notice is: November 14, 2019. Personal Representative: /s/ Lucas P. Zanin LUCAS P. ZANIN
Attorney for Personal Representative: /s/ Lee H. Massey LEE H. MASSEY
Attorney for Lucas P. Zanin Florida Bar No. 39207 LEWIS AND MASSEY, P.A. 1021 Massachusetts Avenue St. Cloud, Florida 34769 Telephone: (407) 892-5138 Fax #: (407) 892-1534 E-Mail: lmassey@lewisandmassey.com November 14, 21, 2019

Osceola County, Florida, this 24th day of October 2019.
(CIRCUIT COURT SEAL)
ARMANDO RAMIREZ
CLERK OF CIRCUIT COURT
By: /s/ S.V.
As Deputy Clerk
ROBERTSON, ANSCHUTZ, & SCHNEID, P.L.
Attorney for Plaintiff
6409 Congress Avenue
Suite 100
Boca Raton, FL 33487
PRIMARY EMAIL: mail@rasflaw.com
19-368140-JaR
November 14, 21, 2019

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION
Case #: 2019-CA-000728 PR
Division: Probate.
IN RE: ESTATE OF: CATHY MARIE ZANIN, Deceased.
NOTICE TO CREDITORS
The administration of the Estate of CATHY MARIE ZANIN, deceased, whose date of death was March 31, 2019, is pending in the Circuit Court for Osceola County, Florida, Probate Division, the address of which is: 2 Courthouse Square, Kissimmee, Florida 34741. The names and addresses of the Personal Representative and the Personal Representative's attorney are set forth below.

All creditors of the decedent and other persons having claims or demands against decedent's estate, on whom a copy of this notice is required to be served, must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM. All other creditors of the decedent and other persons having claims or demands against decedent's estate, must file their claims with this court WITHIN THREE (3) MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. ALL CLAIMS NOT SO FILED WITHIN THE TIME PERIOD SET FORTH IN SECTION 733.702 OF THE FLORIDA PROBATE CODE WILL BE FOREVER BARRED. NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED. The date of first Publication of this notice is: November 14, 2019. Personal Representative: /s/ Lucas P. Zanin LUCAS P. ZANIN
Attorney for Personal Representative: /s/ Lee H. Massey LEE H. MASSEY
Attorney for Lucas P. Zanin Florida Bar No. 39207 LEWIS AND MASSEY, P.A. 1021 Massachusetts Avenue St. Cloud, Florida 34769 Telephone: (407) 892-5138 Fax #: (407) 892-1534 E-Mail: lmassey@lewisandmassey.com November 14, 21, 2019

NOTICE OF PUBLIC SALE Tropical Towing & Roadside gives Notice of Foreclosure of Lien and intent to sell these vehicles on DECEMBER 8th, 2019, 9:00 a.m., at 2567 Ham Brown Road, Kissimmee, FL 34746 pursuant to subsection 713.78 of the Florida Statute. Tropical Towing & Roadside reserves the right to accept or reject any and/or all bids.
1) 2004 Honda Accord
VIN: 1HGCM56874A107011
2) 2002 Hyundai Elantra
VIN: KMHDN55D22U039093
3) 2002 Hyundai Santa Fe
VIN: KM8SC13D12U206844
4) 2004 Nissan Xterra
VIN: 5N1ED28T84C638663
5) 2003 Dodge Ram 2500
VIN: 3D7KU28C73G788918
6) 1999 Honda Odyssey
VIN: 2HKRL1951X54845
7) 2006 Northwood Park Style
VIN: 4N11Y272680203727
November 14, 2019

Sunbridge Stewardship District

Consideration of Resolution 2020-06, Imposing Special Assessments

RESOLUTION 2020-06

A RESOLUTION AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2017-220, LAWS OF FLORIDA; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR OWNERSHIP OF REAL PROPERTY BY GOVERNMENTAL BODIES AND HOMEOWNERS ASSOCIATIONS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

RECITALS

WHEREAS, the Sunbridge Stewardship District (the "District") has previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of its special assessment bonds, which bonds would be repaid by the imposition of special assessments on benefitted property within the District; and

WHEREAS, the District Board of Supervisors (the "Board") has noticed and conducted a public hearing pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2017-220, Laws of Florida, relating to the imposition, levy, collection and enforcement of such assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2017-220, Laws of Florida.

SECTION 2. FINDINGS. The Board of Supervisors of the Sunbridge Stewardship District hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2017-220, Laws of Florida.

(b) The District is authorized by Chapter 2017-220, Laws of Florida, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, water management and control facilities, utilities, parks, landscaping and hardscaping, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapters 170 and 197, Florida Statutes, and Chapter 2017-220, Laws of Florida, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services ("Special Assessments"), and to issue special assessment bonds payable from such special assessments as provided in Chapters 170 and 197, Florida Statutes, and Chapter 2017-220, Laws of Florida.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Cresswind project (the "Project") the nature and location of which was initially described in Resolution 2020-01 and is shown in the *Supplemental Engineer's Report for Capital Improvements – Del Webb 2019 Assessment Area* as revised December 5, 2019, (the "Engineer's Report"), and the plans and specifications on file in the offices of the District Manager at 12051 Corporate Blvd., Orlando 32817; (ii) the cost of such Project be assessed against the lands specially benefitted by such Project that are located within the Project boundary; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such Special Assessments.

(e) The provision of said Project, the levying of such Special Assessments and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay the costs of the Project which are to be assessed against certain of the benefitted properties, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its special assessment or other bonds or forms of indebtedness in one or more series (the "Bonds").

(g) By Resolution 2020-01, the Board determined to provide the Project and to defray the costs thereof by levying Special Assessments on certain benefitted property and expressed an intention to issue the Bonds to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2020-01 was adopted in compliance with the requirements of Section 170.03, Florida Statutes, and Chapter 2017-220, Laws of Florida, and prior to the time it was adopted, the requirements of Section 170.04, Florida Statutes and Chapter 2017-220, Laws of Florida, had been met.

(h) As directed by Resolution 2020-01, said resolution was published as required by Section 170.05, Florida Statutes and Chapter 2017-220, Laws of Florida, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2020-01, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, Florida Statutes, and Chapter 2017-220, Laws of Florida.

(j) As required by Section 170.07, Florida Statutes and Chapter 2017-220, Laws of Florida, upon completion of the preliminary assessment roll, the Board adopted Resolution

2020-02 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefitted property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170 and 197, Florida Statutes, and Chapter 2017-220, Laws of Florida.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, Florida Statutes, and Chapter 2017-220, Laws of Florida. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On December 5, 2019, at the time and place specified in the published notice referred to in paragraph (k) above, the Board convened, heard any complaints and testimony as to the matters described in paragraph (j) above, and met as an Equalization Board. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines that:

(i) the estimated costs of the Project is as specified in the Engineer's Report, attached as **Exhibit A** hereto and incorporated herein by this reference, which is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefitted thereby using the method determined by the Board set forth in the *Master Assessment Methodology Report Sunbridge Stewardship District 2019 Assessment Area and Del Webb 2019 Assessment Area*, dated December 5, 2019 (the "Methodology Report"), attached hereto as **Exhibit B** and incorporated herein by this reference, which results in the Special Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is hereby declared that, if applicable, certain additional infrastructure contributed by the owner of the lands within the Project, more particularly described in the Methodology Report, shall also constitute a special benefit to all parcels of real property listed on said final assessment roll, and such contribution may be applied in accordance with the Methodology Report; and

(v) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Project for construction of infrastructure improvements initially described in Resolution 2020-01, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of the Bonds referred to herein.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Project and the costs to be paid by Special Assessments on all specially benefitted property are set forth in **Exhibits A** and **B**, respectively.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on the parcels specially benefitted by the Project, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this resolution these Special Assessments as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, Florida Statutes and Chapter 2017-220, Laws of Florida. Pursuant to the provisions of Section 170.08, Florida Statutes and Chapter 2017-220, Laws of Florida, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project. In the event that a landowner prepays a Special Assessment prior to its finalization, no credit shall be given if the total cost of the Project are less than anticipated.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Special Assessments may be paid in not more than thirty (30) consecutive annual installments of principal and interest or such other schedule as may be set by the amortization schedule for the Bonds. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution by the District accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments at any time, or a portion of the remaining balance of the Special Assessment one time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date for the Bonds, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, Florida Statutes and Chapter 2017-220, Laws of Florida (the "Uniform Method"). The District has heretofore taken, or will use its best efforts to take as timely required, all necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, Florida Statutes and Chapter 2017-220, Laws of Florida. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, Florida Statutes. Notwithstanding the above, in the event the Uniform Method of collecting its special or non ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Osceola County who may notify each owner of a lot or parcel within the District of the amount of the Special Assessment, including interest thereon, in the manner provided in Section 197.3635, Florida Statutes and Chapter 2017-220, Laws of Florida.

(d) In the event that an assessment payment is not made in accordance with the schedule referenced above, such assessment and any future scheduled assessment payments shall be delinquent and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments.

SECTION 8. APPLICATION OF TRUE UP PAYMENTS.

(a) Pursuant to the Methodology Report, attached hereto as **Exhibit B**, there may be required from time to time certain "True Up Payments." As parcels of land or lots are developed, the special assessments securing the Bonds shall be allocated as set forth in the Methodology Report. In furtherance thereof, at such time as the lands within the Project boundary are platted, it shall be an express condition of the lien established by this Resolution that such plats shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the approval of such plat by Osceola County, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Special Assessments to be reallocated to the units being platted and the remaining property in accordance with **Exhibit B**; cause such reallocation to be recorded in the District's Improvement Lien Book; and, at such time as 25%, 50%, 75% and 90% of the gross acreage within the Project boundary is platted, shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth. Any resulting True-Up Payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable acres.

(b) The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all True-Up Payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding that as many as 1,377 residential units will be developed on approximately 711 acres based on the unit numbers and types shown in **Exhibit B**, on the property subject to the Special Assessments. The Assessment Methodology Report is to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if less acres are developed. However, no action by the District prohibits or proscribes a maximum amount of development that may occur. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Special

Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from True-Up Payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. A separate resolution shall be issued for each set of Bonds. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

SECTION 9. GOVERNMENT PROPERTY; HOMEOWNERS ASSOCIATION PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or a home owners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Osceola County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 5th day of December, 2019.

ATTEST:

**SUNBRIDGE STEWARDSHIP
DISTRICT**

Secretary/Assistant Secretary

Chairman

Exhibit A: *Supplemental Engineer's Report for Capital Improvements – Del Webb 2019 Assessment Area as revised December 5, 2019*

Exhibit B: *Master Assessment Methodology Report Sunbridge Stewardship District 2019 Assessment Area and Del Webb 2019 Assessment Area, as dated December 5, 2019*

**This space reserved for use by the Clerk of
the Circuit Court**

This instrument prepared by
and return to:

Jonathan T. Johnson, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**SUNBRIDGE STEWARDSHIP DISTRICT
NOTICE OF IMPOSITION OF SPECIAL ASSESSMENTS
(DEL WEBB 2019 ASSESSMENT AREA)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Sunbridge Stewardship District (the “**District**”) in accordance with Chapter 2017-220, *Laws of Florida* and Chapters 170 and 197, *Florida Statutes*, adopted Resolution Nos. 2020-01, 2020-02, and 2020-06 (collectively, the “**Assessment Resolutions**”) providing for and levying non-ad valorem special assessments constituting a governmental lien on certain real property within the boundaries of the District known as the Del Webb 2019 Assessment Area that will be specially benefitted by the Project of improvements provided by the District and described in the District’s adopted *Supplemental Engineer’s Report for Capital Improvements – Del Webb 2019 Assessment Areas*, dated December 5, 2019 (the “**Engineer’s Report**”). The legal description of the lands on which said special assessments are imposed is attached to this Notice as **Exhibit A**. The special assessments are imposed on benefitted parcels within the District as described in the District’s *Master Assessment Methodology Report – 2019 Assessment Area and Del Webb 2019 Assessment Area*, dated December 5, 2019 (“**Assessment Report**”) approved by the District. A copy of the Engineer’s Report, the Assessment Report and the Assessment Resolutions may be obtained by contacting the District at: Sunbridge Stewardship District, 12051 Corporate Boulevard, Orlando, Florida 32817, Ph.: (407) 723-5900.

The non-ad valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 2017-220, *Laws of Florida*. You are hereby notified that: **THE SUNBRIDGE STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed on the _____ day of December, 2019, and recorded in the Official Records of Osceola County, Florida.

SUNBRIDGE STEWARDSHIP DISTRICT

Chairman, Board of Supervisors

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2019, by Richard Levey, Chairman of the Sunbridge Stewardship District, who [] is personally known to me or [] who has produced _____ as identification and did not take an oath.

Print Name: _____
Notary Public, State of Florida

Commission No.: _____
My Commission Expires: _____

EXHIBIT A

That part of Sections 11, and 14, Township 25 South, Range 31 East, Osceola County, Florida, described as follows:

COMMENCE at the Northwest corner of said Section 11; thence S00°06'10"E along the West line of said Section 11 for a distance of 210.01 feet to the POINT OF BEGINNING; thence departing said West line run N89°23'51"E, a distance of 200.01 feet; thence N00°06'10"W, 130.00 feet to the South line of the North 80.00 feet of said Section 11; thence N89°23'51"E along said South line, a distance of 2768.38 feet; thence departing said South line run S00°00'00"E, 2633.33 feet; thence S45°00'00"E, 423.08 feet; thence N90°00'00"E, 573.59 feet; thence S22°53'26"E, 2100.17 feet; thence S13°14'24"E, 1639.65 feet; thence S72°26'05"W, 240.47 feet; thence S64°40'30"W, 980.85 feet; thence S64°47'17"W, 1998.61 feet; thence S00°00'00"E, 351.54 feet; thence N90°00'00"W, 270.87 feet; thence S00°00'00"E, 511.83 feet to point on a non-tangent curve concave Southerly having a radius of 1580.00 feet and a chord bearing of N87°22'26"W; thence Westerly along the arc of said curve through a central angle of 05°15'08" for a distance of 144.83 feet to the point of tangency; thence N90°00'00"W, 1657.48 feet to the East line of a 30.00' wide right-of-way as described in Deed Book 95, page 353, of the Public Records of Osceola County, Florida, thence N00°03'13"E along said East line, a distance of 703.09 feet to the North line of the Northwest 1/4 of the Southwest 1/4 of said Section 14; thence departing said East line run S89°11'32"W along said North line, a distance of 30.00 feet to the West line of said Section 14; thence departing said North line run N00°03'13"E along said West line, a distance of 2640.87 feet to the Northwest corner of said Section 14; thence departing said West line run N00°06'10"W along the West line of said Section 11, a distance of 5158.80 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, reciprocal grid factor of 1.000055212684272, NAD 83 Datum (2007 adjustment).

Containing 711.338 acres more or less.

**Sunbridge
Stewardship District**

Consideration of the CRI Engagement Letter



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

September 20, 2019

Sunbridge Stewardship District
c/o PFM Group Consulting, LLC
12051 Corporate Blvd.
Orlando, FL 32817

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

We are pleased to confirm our understanding of the services we are to provide Sunbridge Stewardship District for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Sunbridge Stewardship District as of and for the year ended September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Sunbridge Stewardship District's 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. As part of our engagement, we will apply certain limited procedures to Sunbridge Stewardship District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Sunbridge Stewardship District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Sunbridge Stewardship District's financial statements. Our report will be addressed to the Board of Supervisors of Sunbridge Stewardship District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Sunbridge Stewardship District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Sunbridge Stewardship District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Sunbridge Stewardship District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, as of September 30, 2019. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help

ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public

records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**PFM Group Consulting, LLC
12051 Corporate Blvd.
Orlando, FL 32817
TELEPHONE: (407) 723-5900
EMAIL: harrisca@pfm.com**

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 1, 2020 and to issue our report no later than April 30, 2020. Alan Jowers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$3,000. This fee quote is based in part on the fact that the District has not yet issued bonds or other debt instruments to finance capital asset acquisition and construction. In the event the District issues such debt instruments, the audit fee will increase by an amount not to exceed \$3,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The District may terminate this engagement for non-performance upon 7 days notice to CRI

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

Governing Law; Venue

This agreement and performance hereunder shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any action or proceeding arising from or relating to this agreement must be brought in a state or federal court having jurisdiction in Osceola County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses to venue and jurisdiction including *forum non conveniens*.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

We appreciate the opportunity to be of service to Sunbridge Stewardship District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

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

CARR, RIGGS & INGRAM, LLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Sunbridge Stewardship District.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

Sunbridge Stewardship District

Ratification of Funding Requests 9-10

SUNBRIDGE STEWARDSHIP DISTRICT

Funding Request No. 009 (revised)

9/12/2019

Item No.	Vendor	Invoice Number	General Fund
1	Developer Funding Request	--	\$ 90,000.00

TOTAL \$ 90,000.00



Board Member

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

RECEIVED OCT 01 2019

**Sunbridge
Stewardship District**

**Ratification of
Payment Authorizations
66 Revised, 69-74**

**Sunbridge Stewardship District
Payment Authorizations
Nos. 66 Revised, 69-74**

<u>PA #</u>	<u>Date</u>	<u>Vendors</u>		<u>General Fund</u>	<u>Capital Fund</u>	<u>Total</u>
66	9/27/19	PFM Group Consulting DM Fee: Sep 2019 Website Fee: Sep 2019	\$ 3,750.00 \$ 100.00	\$3,850.00	\$0.00	\$3,850.00
69	10/18/19	Fishkind & Associates	70.84	\$70.84	\$0.00	\$70.84
70	10/25/19	DOE 175.00 District Fee Hopping Green & Sams General Counsel Thru 09/30/2019 (GF)	1,102.00	\$1,277.00	\$0.00	\$1,277.00
71	11/1/19	PFM Group Consulting DM Fee: July 2019 Website Fee: July 2019	\$ 3,750.00 \$ 100.00	\$3,850.00	\$5.00	\$3,855.00 \$ -
72	11/8/19	Poulos & Bennett Utility Services thru 9/30/2019	22093.95		\$22,093.95	\$22,093.95 \$ -
73	11/15/2019	Osceola News-Gazette Legal Advertising - PFM Group Consulting Reimbursibles	165.86 \$ 1.00	\$166.86		\$166.86 \$ -
74	11/22/2019	PFM Group Consulting Reimbursibles	31.32	\$31.32		\$31.32
Total				\$9,246.02	\$22,098.95	\$31,344.97

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 066

9/27/2019

Item No.	Vendor	Invoice Number	General Fund	Capital Projects
1	PFM Group Consulting			
	DM Fee: Sep. 2019	DM-09-2019-0058	\$ 3,750.00	
	Website Fee: Sep. 2019	DM-09-2019-0059	\$ 100.00	
2	Poulos & Bennett			
	Construction Engineering Services Through 08/31/2019			
	18-203 (10)			
	\$21,992.35	18-203(10)		
			\$ 3,850.00	\$ -
TOTAL			\$ 3,850.00	

Board Member

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



Date	Invoice Number
September 24, 2019	DM-09-2019-0058
Payment Terms	Due Date
Upon Receipt	September 24, 2019

Bill To:
Sunbridge CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

RECEIVED SEP 24 2019

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

PFM Group Consulting LLC

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: District Management - September, 2019

Total Amount Due

\$3,750.00



Date	Invoice Number
September 24, 2019	DM-09-2019-0059
Payment Terms	Due Date
Upon Receipt	September 24, 2019

Bill To:
Sunbridge CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

RECEIVED SEP 24 2019

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

PFM Group Consulting LLC

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: Website Fee - September, 2019

Total Amount Due

\$100.00

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 069

10/18/2019

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Fishkind & Associates Conference Calls	24632	\$ 70.84	FY 2019
TOTAL			\$ 70.84	

70.84	FY 2019
-	FY 2020



Board Member

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

RECEIVED OCT 19 2019

Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817



SunBridge District Mgmt
c/o Fishkind & Associates
12051 Corporate Blvd
Orlando, FL 32817

Invoice

Invoice #:	24632
10/15/2019	

RECEIVED OCT 15 2019

File: SunBridgeDM

SunBridge DM

Services:	Amount
Conference Calls	70.84

**Please include the invoice
number on your remittance
and submit to:**

**Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817
Ph: 407-382-3256
Fax: 407-382-3254
www.fishkind.com**

Balance Due

\$70.84

BILLING REF# 1

BILLING REF# 2

BILLING REF# 3

BILLING REF# 4

Sundridge

43.89

WPR

locelle Berg OI H

Nestle Waters North America - NOT billable

149008406

70.84

CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
149008406		09/04/2019	18502646882	2:59PM - 3:24PM	GLOBALMEET® AUDIO	TOLL FREE	1	25	0.00/MIN	0.00	0.00	
		09/04/2019	14075904555	2:59PM - 4:11PM	GLOBALMEET® AUDIO	TOLL FREE	1	72	0.00/MIN	0.00	0.00	
		09/04/2019	1321278	2:59PM - 4:03PM	GLOBALMEET® AUDIO	TOLL FREE	1	64	0.00/MIN	0.00	0.00	
		09/04/2019	18503224097	2:59PM - 4:23PM	GLOBALMEET® AUDIO	TOLL FREE	1	84	0.00/MIN	0.00	0.00	
		09/04/2019	14077161251	3:02PM - 3:55PM	GLOBALMEET® AUDIO	TOLL FREE	1	53	0.00/MIN	0.00	0.00	
		09/04/2019	18134163992	3:12PM - 4:23PM	GLOBALMEET® AUDIO	TOLL FREE	1	71	0.00/MIN	0.00	0.00	
		09/04/2019	14077161251	3:53PM - 4:23PM	GLOBALMEET® AUDIO	TOLL FREE	1	30	0.00/MIN	0.00	0.00	0.00
149008406		09/05/2019	19417308541	8:54AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	37	0.00/MIN	0.00	0.00	
		09/05/2019	19173647817	8:57AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	34	0.00/MIN	0.00	0.00	
		09/05/2019	2158456540	8:57AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	34	0.00/MIN	0.00	0.00	
		09/05/2019	15856155897	8:57AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	34	0.00/MIN	0.00	0.00	
		09/05/2019	13055790886	8:57AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	34	0.00/MIN	0.00	0.00	
		09/05/2019	19548295306	8:58AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	33	0.00/MIN	0.00	0.00	
		09/05/2019	19417480100	8:58AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	33	0.00/MIN	0.00	0.00	
		09/05/2019	12128803800	8:59AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	32	0.00/MIN	0.00	0.00	
		09/05/2019	14072213851	9:00AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	31	0.00/MIN	0.00	0.00	
		09/05/2019	19413126518	9:00AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	31	0.00/MIN	0.00	0.00	
		09/05/2019	16312880608	9:01AM - 9:31AM	GLOBALMEET® AUDIO	TOLL FREE	1	30	0.00/MIN	0.00	0.00	
		09/05/2019	12123440500	9:05AM - 9:32AM	GLOBALMEET® AUDIO	TOLL FREE	1	27	0.00/MIN	0.00	0.00	0.00
149008406		09/05/2019		3:27PM - 3:55PM	GLOBALMEET® AUDIO	TOLL FREE	1	28	0.00/MIN	0.00	0.00	
		09/05/2019	14072342952	3:27PM - 3:56PM	GLOBALMEET® AUDIO	TOLL FREE	1	29	0.00/MIN	0.00	0.00	
		09/05/2019	17725628111	3:29PM - 3:56PM	GLOBALMEET® AUDIO	TOLL FREE	1	27	0.00/MIN	0.00	0.00	0.00
149008406		09/05/2019	2158456540	4:26PM - 5:05PM	GLOBALMEET® AUDIO	TOLL FREE	1	39	0.00/MIN	0.00	0.00	
		09/05/2019	17599383583	4:26PM - 5:03PM	GLOBALMEET® AUDIO	TOLL FREE	1	37	0.00/MIN	0.00	0.00	
		09/05/2019	14072342952	4:27PM - 5:05PM	GLOBALMEET® AUDIO	TOLL FREE	1	38	0.00/MIN	0.00	0.00	
		09/05/2019	12032765815	4:28PM - 5:03PM	GLOBALMEET® AUDIO	TOLL FREE	1	35	0.00/MIN	0.00	0.00	0.00
149008406		09/06/2019	16154992191	8:51AM - 9:34AM	GLOBALMEET® AUDIO	TOLL FREE	1	43	0.00/MIN	0.00	0.00	
		09/06/2019		8:51AM - 9:32AM	GLOBALMEET® AUDIO	TOLL FREE	1	41	0.00/MIN	0.00	0.00	

invoice

PAGE 9

INVOICE NUMBER 28442160
 INVOICE DATE 09/26/2019
 ACCOUNT NO. 85735742
 DUE DATE 10/26/2019
 TAX ID 58-2421656
 AMOUNT DUE USD\$577.17

MODERATOR 53044436 - Carol Harris (continued)

LOCATION

BILLING REF# 1
BILLING REF# 4

BILLING REF# 2

BILLING REF# 3

ONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
		08/28/2019	19419205263	2:11PM - 2:24PM	GLOBALMEET@ AUDIO	TOLL FREE	1	13	0.00/MIN	0.00	0.00	
		08/28/2019	19413553888	2:12PM - 3:02PM	GLOBALMEET@ AUDIO	TOLL FREE	1	50	0.00/MIN	0.00	0.00	
		08/28/2019	19419205263	2:36PM - 2:46PM	GLOBALMEET@ AUDIO	TOLL FREE	1	10	0.00/MIN	0.00	0.00	
		08/28/2019	19413281111	2:43PM - 3:03PM	GLOBALMEET@ AUDIO	TOLL FREE	1	20	0.00/MIN	0.00	0.00	0.00
46245917		09/05/2019	18502646882	3:24PM - 3:58PM	GLOBALMEET@ AUDIO	TOLL FREE	1	34	0.00/MIN	0.00	0.00	
		09/05/2019	14072806807	3:25PM - 3:58PM	GLOBALMEET@ AUDIO	TOLL FREE	1	33	0.00/MIN	0.00	0.00	
		09/05/2019	12158456540	3:26PM - 3:58PM	GLOBALMEET@ AUDIO	TOLL FREE	1	32	0.00/MIN	0.00	0.00	
		09/05/2019	18503224097	3:28PM - 3:58PM	GLOBALMEET@ AUDIO	TOLL FREE	1	30	0.00/MIN	0.00	0.00	
		09/05/2019	14074872594	3:35PM - 3:58PM	GLOBALMEET@ AUDIO	TOLL FREE	1	23	0.00/MIN	0.00	0.00	0.00
46245917		09/06/2019		8:17AM - 8:26AM	GLOBALMEET@ AUDIO	TOLL FREE	1	9	0.00/MIN	0.00	0.00	
		09/06/2019		8:17AM - 8:26AM	GLOBALMEET@ AUDIO	TOLL FREE	1	9	0.00/MIN	0.00	0.00	
		09/06/2019	19415442300	8:17AM - 8:26AM	GLOBALMEET@ AUDIO	TOLL FREE	1	9	0.00/MIN	0.00	0.00	0.00
46245917		09/06/2019		8:24AM - 8:52AM	GLOBALMEET@ AUDIO	TOLL FREE	1	28	0.00/MIN	0.00	0.00	
		09/06/2019		8:24AM - 8:52AM	GLOBALMEET@ AUDIO	TOLL FREE	1	28	0.00/MIN	0.00	0.00	
		09/06/2019	19415442300	8:24AM - 8:52AM	GLOBALMEET@ AUDIO	TOLL FREE	1	28	0.00/MIN	0.00	0.00	0.00
46245917		09/06/2019		8:58AM - 9:02AM	GLOBALMEET@ AUDIO	TOLL FREE	1	4	0.00/MIN	0.00	0.00	
		09/06/2019		8:58AM - 9:02AM	GLOBALMEET@ AUDIO	TOLL FREE	1	4	0.00/MIN	0.00	0.00	
		09/06/2019	19413553888	8:58AM - 9:02AM	GLOBALMEET@ AUDIO	TOLL FREE	1	4	0.00/MIN	0.00	0.00	0.00
46245917		09/13/2019	17723404079	11:04AM - 11:07AM	GLOBALMEET@ AUDIO	TOLL FREE	1	3	0.00/MIN	0.00	0.00	
		09/13/2019		11:04AM - 11:07AM	GLOBALMEET@ AUDIO	TOLL FREE	1	3	0.00/MIN	0.00	0.00	
		09/13/2019		11:04AM - 11:07AM	GLOBALMEET@ AUDIO	TOLL FREE	1	3	0.00/MIN	0.00	0.00	0.00
46245917		09/13/2019		12:50PM - 12:53PM	GLOBALMEET@ AUDIO	TOLL FREE	1	3	0.00/MIN	0.00	0.00	
		09/13/2019	19413553888	12:50PM - 12:53PM	GLOBALMEET@ AUDIO	TOLL FREE	1	3	0.00/MIN	0.00	0.00	
		09/13/2019		12:50PM - 12:53PM	GLOBALMEET@ AUDIO	TOLL FREE	1	3	0.00/MIN	0.00	0.00	0.00
46245917		09/13/2019	19413553888	12:50PM - 2:11PM	GLOBALMEET@ AUDIO	TOLL FREE	1	81	0.00/MIN	0.00	0.00	
		09/13/2019	17723404079	12:57PM - 2:09PM	GLOBALMEET@ AUDIO	TOLL FREE	1	72	0.00/MIN	0.00	0.00	
		09/13/2019	19413553888	1:01PM - 1:16PM	GLOBALMEET@ AUDIO	TOLL FREE	1	15	0.00/MIN	0.00	0.00	

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UPRD

invoice

PAGE 6

INVOICE NUMBER 28442160
 INVOICE DATE 09/26/2019
 ACCOUNT NO. 85735742
 DUE DATE 10/26/2019
 TAX ID 58-2421656
 AMOUNT DUE USD\$577.17

MODERATOR 47801327 - Hank Fishkind (continued)

LOCATION

BILLING REF# 1
BILLING REF# 4

BILLING REF# 2

BILLING REF# 3

CONF. NO	COST CENTER	CONF. DATE	CONF. TITLE / NAME / ANI	TIME	SERVICE	ACCESS TYPE	PERSONS	UNITS	RATE	CHARGE	TAX	CALL TOTAL
		09/06/2019	19417556574	8:55AM - 9:34AM	GLOBALMEET® AUDIO	TOLL FREE	1	39	0.00/MIN	0.00	0.00	0.00
149008406		09/06/2019	14803617775	12:56PM - 1:03PM	GLOBALMEET® AUDIO	TOLL FREE	1	7	0.00/MIN	0.00	0.00	
		09/06/2019		12:56PM - 1:03PM	GLOBALMEET® AUDIO	TOLL FREE	1	7	0.00/MIN	0.00	0.00	
		09/06/2019		12:56PM - 1:03PM	GLOBALMEET® AUDIO	TOLL FREE	1	7	0.00/MIN	0.00	0.00	0.00
149008406		09/06/2019		1:00PM - 1:04PM	GLOBALMEET® AUDIO	TOLL FREE	1	4	0.00/MIN	0.00	0.00	
		09/06/2019		1:00PM - 1:04PM	GLOBALMEET® AUDIO	TOLL FREE	1	4	0.00/MIN	0.00	0.00	
		09/06/2019	14803617775	1:00PM - 1:04PM	GLOBALMEET® AUDIO	TOLL FREE	1	4	0.00/MIN	0.00	0.00	0.00
149008406		09/06/2019	14077546945	4:27PM - 4:52PM	GLOBALMEET® AUDIO	TOLL FREE	1	25	0.00/MIN	0.00	0.00	
		09/06/2019	14803617775	4:27PM - 4:52PM	GLOBALMEET® AUDIO	TOLL FREE	1	25	0.00/MIN	0.00	0.00	
		09/06/2019	14073823256	4:28PM - 4:52PM	GLOBALMEET® AUDIO	TOLL FREE	1	24	0.00/MIN	0.00	0.00	
		09/06/2019	13183084888	4:31PM - 4:52PM	GLOBALMEET® AUDIO	TOLL FREE	1	21	0.00/MIN	0.00	0.00	
		09/06/2019	13182299115	4:32PM - 4:52PM	GLOBALMEET® AUDIO	TOLL FREE	1	20	0.00/MIN	0.00	0.00	0.00
149008406		09/09/2019	16024188725	12:54PM - 1:49PM	GLOBALMEET® AUDIO	TOLL FREE	1	55	0.00/MIN	0.00	0.00	
		09/09/2019	14073823256	12:55PM - 1:49PM	GLOBALMEET® AUDIO	TOLL FREE	1	54	0.00/MIN	0.00	0.00	
		09/09/2019	18152180699	12:56PM - 1:48PM	GLOBALMEET® AUDIO	TOLL FREE	1	52	0.00/MIN	0.00	0.00	
		09/09/2019	19705710207	12:58PM - 1:03PM	GLOBALMEET® AUDIO	TOLL FREE	1	5	0.00/MIN	0.00	0.00	
		09/09/2019	14073192098	12:58PM - 1:49PM	GLOBALMEET® AUDIO	TOLL FREE	1	51	0.00/MIN	0.00	0.00	
		09/09/2019	14077546945	12:58PM - 1:49PM	GLOBALMEET® AUDIO	TOLL FREE	1	51	0.00/MIN	0.00	0.00	
		09/09/2019	16026808437	12:59PM - 1:49PM	GLOBALMEET® AUDIO	TOLL FREE	1	50	0.00/MIN	0.00	0.00	
		09/09/2019	14802459308	12:59PM - 1:49PM	GLOBALMEET® AUDIO	TOLL FREE	1	50	0.00/MIN	0.00	0.00	
		09/09/2019	19705710207	1:01PM - 1:49PM	GLOBALMEET® AUDIO	TOLL FREE	1	48	0.00/MIN	0.00	0.00	0.00
149008406		09/11/2019	18502646882	4:27PM - 4:47PM	GLOBALMEET® AUDIO	TOLL FREE	1	20	0.00/MIN	0.00	0.00	
		09/11/2019	14074084442	4:28PM - 4:47PM	GLOBALMEET® AUDIO	TOLL FREE	1	19	0.00/MIN	0.00	0.00	
		09/11/2019	14073823256	4:28PM - 4:47PM	GLOBALMEET® AUDIO	TOLL FREE	1	19	0.00/MIN	0.00	0.00	
		09/11/2019	14079099917	4:29PM - 4:47PM	GLOBALMEET® AUDIO	TOLL FREE	1	18	0.00/MIN	0.00	0.00	
		09/11/2019	18503224097	4:30PM - 4:47PM	GLOBALMEET® AUDIO	TOLL FREE	1	17	0.00/MIN	0.00	0.00	0.00
149008406		09/12/2019	2158456540	11:29AM - 11:51AM	GLOBALMEET® AUDIO	TOLL FREE	1	22	0.00/MIN	0.00	0.00	

WPRD

olympus

olympus

Sunbridge

10.23

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 070

10/25/2019

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Department of Economic Opportunity FY 2020 Special District Fee	74697	\$ 175.00	FY 2020
2	Hopping Green & Sams General Counsel Through 09/30/2019	110618	\$ 1,102.00	FY 2019
			\$ 1,277.00	
TOTAL			\$ 1,277.00	

1,102.00	FY 2019
175.00	FY 2020



Board Member

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

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Florida Department of Economic Opportunity, Special District Accountability Program
FY 2019/2020 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 74697			Date Invoiced: 10/01/2019
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2019: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Sunbridge Stewardship District
 Mr. Jonathan Johnson
 119 South Monroe Street, Suite 300
 Tallahassee, FL 32301

- 2. Telephone:** (850) 222-7500
- 3. Fax:** (850) 224-8551
- 4. Email:** jjohnson@hgslaw.com
- 5. Status:** Independent
- 6. Governing Body:** Elected
- 7. Website Address:** www.sunbridgestewardshipdistrict.com
- 8. County(ies):** Osceola
- 9. Function(s):** Infrastructure Development
- 10. Boundary Map on File:** 09/26/2017
- 11. Creation Document on File:** 07/05/2017
- 12. Date Established:** 06/06/2017
- 13. Creation Method:** Special Act
- 14. Local Governing Authority:** Osceola County
- 15. Creation Document(s):** Chapter 2017-220, Laws of Florida
- 16. Statutory Authority:** Section 189.031, Florida Statutes
- 17. Authority to Issue Bonds:** Yes
- 18. Revenue Source(s):** Assessments, Fees
- 19. Most Recent Update:** 11/01/2018

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.
 Registered Agent's Signature: _____ Date 10/17/19

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
 - 1. ___ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
 - 2. ___ This special district is in compliance with the reporting requirements of the Department of Financial Services.
 - 3. ___ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ___ Denied: ___ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

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Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

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===== STATEMENT =====

October 17, 2019

Sunbridge Stewardship District
c/o PFM Group Consulting, LLC
12051 Corporate Blvd.
Orlando, FL 32817

Bill Number 110618
Billed through 09/30/2019

General Counsel

SUNSD 00001 JJ

FOR PROFESSIONAL SERVICES RENDERED

09/05/19	JJ	Review agenda package; attend board meeting by phone; confer with Beaty; follow up post board meeting.	3.20 hrs
09/11/19	KFJ	Correspond with district manager and confer with Johnson regarding status of meeting documents.	0.40 hrs
Total fees for this matter			\$1,102.00

MATTER SUMMARY

Johnson, Jonathan T.	3.20 hrs	325 /hr	\$1,040.00
Jusevitch, Karen F.- Paralegal	0.40 hrs	155 /hr	\$62.00
TOTAL FEES			\$1,102.00
TOTAL CHARGES FOR THIS MATTER			\$1,102.00

BILLING SUMMARY

Johnson, Jonathan T.	3.20 hrs	325 /hr	\$1,040.00
Jusevitch, Karen F.- Paralegal	0.40 hrs	155 /hr	\$62.00
TOTAL FEES			\$1,102.00
TOTAL CHARGES FOR THIS BILL			\$1,102.00

Please include the bill number on your check.

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 071
 11/1/2019

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year	
1	PFM Group Consulting				
		DM Fee: October 2019	DM-10-2019-0071	\$ 3,750.00	FY 2020
		Website Fee: October 2019	DM-10-2019-0072	\$ 100.00	FY 2020

\$ 3,850.00

TOTAL \$ 3,850.00

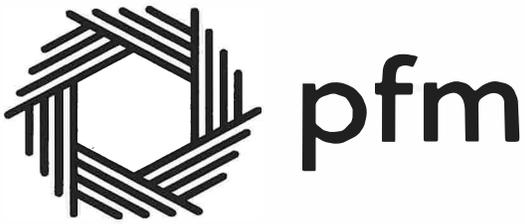
-	FY 2019
3,850.00	FY 2020



 Board Member

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

RECEIVED NOV 05 2019



Date	Invoice Number
October 29, 2019	DM-10-2019-0071
Payment Terms	Due Date
Upon Receipt	October 29, 2019

Bill To:
Sunbridge CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

RECEIVED OCT 30 2019

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

PFM Group Consulting LLC

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: District Management Fee: October 2019

Total Amount Due

\$3,750.00



Date	Invoice Number
October 29, 2019	DM-10-2019-0072
Payment Terms	Due Date
Upon Receipt	October 29, 2019

Bill To:
Sunbridge CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

RECEIVED OCT 30 2019

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

PFM Group Consulting LLC

Via Wire:

Bank Name:M&T Bank

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: Website Fee - October 2019

Total Amount Due

\$100.00

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 072

11/8/2019

Item No.	Vendor	Invoice Number	General Fund	Capital Projects	Fiscal Year						
1	Poulos & Bennett Utility Engineering Services Through 09/30/2019	18-203(11)		\$ 22,093.35	FY 2019						
			\$ -	\$ 22,093.35							
TOTAL			\$ 22,093.35								
					<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">-</td> <td style="text-align: right;">22,093.35</td> <td style="text-align: center;">FY 2019</td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">FY 2020</td> </tr> </table>	-	22,093.35	FY 2019	-	-	FY 2020
-	22,093.35	FY 2019									
-	-	FY 2020									

Richard J. J...

Board Member

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

RECEIVED NOV 12 2019

Amanda Lane

From: Vjera Todaro <vjera.todaro@tavistock.com>
Sent: Friday, November 8, 2019 1:58 PM
To: Amanda Lane
Cc: Damon Ventura
Subject: FW: Invoice Sunbridge
Attachments: Fishkind & Ass_18-203_Sunbridge Indep_18-203(11)_10-25-2019.pdf

EXTERNAL EMAIL: Use care with links and attachments.

Hi Amanda!

It was nice meeting you last week!

Based on discussions last week, the attached bill and any services prior to 11/01/2019 will still need to be paid by the district (not USWC).

Please include it in your next funding request. Thanks!

VJERA TODARO

Tavistock Development Company
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, FL 32827

P: (407) 313-8255
C: (407) 462-8271

www.tavistockdevelopment.com

From: Damon Ventura <dventura@tavistock.com>
Sent: Tuesday, November 5, 2019 9:09 AM
To: Vjera Todaro <vjera.todaro@tavistock.com>
Subject: FW: Invoice Sunbridge

DAMON VENTURA

P: (407) 888-6511
C: (407) 590-4555

From: Amanda Lane <lanea@pfm.com>
Sent: Wednesday, October 23, 2019 3:57 PM
To: Richard Levey <rlevey@tavistock.com>; Brian Armstrong <brian@brianarmstronglaw.com>; Clint Beaty

<cbeaty@tavistock.com>; Damon Ventura <dventura@tavistock.com>

Subject: FW: Invoice Sunbridge

EXTERNAL E-MAIL

Richard, Brian, Clint, and Damon,

We received the attached utility invoice today from Poulos & Bennett. Prior to my getting more involved in the utility side of Sunbridge, I had been paying these P&B utility invoices out of Sunbridge's O&M account, and booking them as construction-related expenses on Sunbridge's financials.

Now that the setup for the utility is being finalized, I believe that these invoices should be going to US Water to be paid from the Sunbridge utility operating account, and likewise, the prior P&B invoices that Sunbridge paid (and which Tavistock funded), should be reimbursed to the district from US Water (from the utility operating account), which can then get reimbursed back to Tavistock.

It's a bit of a circle, in that Tavistock is funding both Sunbridge's O&M account and Sunbridge's utility operating account, so they'd just be paying themselves back, but in terms of getting the expenses off of Sunbridge's financials and onto the utility's financials, I feel this is the way to go.

Any thoughts?

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
lanea@pfm.com | phone 407.723.5900 | fax 407.723.5901 | web pfm.com
12051 Corporate Blvd. | Orlando, FL 32817

From: Cheryl Burch [<mailto:cburch@poulosandbennett.com>]

Sent: Wednesday, October 23, 2019 3:35 PM

To: Amanda Lane <lanea@pfm.com>

Subject: Invoice Sunbridge

EXTERNAL EMAIL: Use care with links and attachments.

Hi Amanda,

Please see attached invoice.

If you have any questions, please let us know.

Thank You,

Cheryl Burch

POULOS & BENNETT

2602 E. Livingston St.

Orlando, FL 32803

Office: 407.487.2594

Cell: 321.276.1222

Fax: 407.289.5280

www.poulosandbennett.com

POULOS & BENNETT

Poulos & Bennett, LLC
 2602 E. Livingston St.
 Orlando, FL 32803
 407-487-2594

Fishkind & Associates, Inc.
 Carol Harris
 12051 Corporate Blvd
 Orlando, FL 32817

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Invoice number 18-203(11)
 Date 10/25/2019

Project **18-203 SUNBRIDGE INDEPENDENT STEWARDSHIP DISTRICT**

Professional services for the period ending: September 30, 2019

Invoice Summary

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining Percent	Current Billed
.01 ISD ENGINEER'S REPORT	0.00	0.00	43,440.00	43,440.00	0.00	0.00
.02 SSD UTILITY MISCELLANEOUS ENGINEERING SERVICES	0.00	0.00	25,173.75	28,872.50	0.00	3,698.75
.03 SSD UTILITY SUBMITTAL REVIEWS	0.00	0.00	14,967.50	15,755.00	0.00	787.50
.04 UTILITY INSPECTIONS PENDING	0.00	0.00	55,157.50	71,902.50	0.00	16,745.00
.99 REIMBURSABLE EXPENSE	0.00	0.00	2,252.70	3,114.80	0.00	862.10
Total	0.00		140,991.45	163,084.80		22,093.35

Hourly Tasks:

.02 SSD Utility Miscellaneous Engineering Services

	Hours	Rate	Billed Amount
Development Coordinator	1.00	115.00	115.00
Practice Team Leader	10.75	195.00	2,096.25
Plat Manager	1.50	120.00	180.00
Principal	4.00	235.00	940.00
Project Coordinator	2.50	85.00	212.50
Senior Project Engineer	1.00	155.00	155.00
Phase subtotal			3,698.75

.03 SSD Utility Submittal Reviews

	Hours	Rate	Billed Amount
Practice Team Leader	1.50	195.00	292.50
Director of Engineering	2.25	220.00	495.00
Phase subtotal			787.50

POULOS & BENNETT

.04 Utility Inspections PENDING

	Hours	Rate	Billed Amount
Development Coordinator	138.00	115.00	15,870.00
Assistant Development Manager	7.00	125.00	875.00
Phase subtotal			16,745.00

.99 Reimbursable Expense

Reimbursables

	Units	Rate	Billed Amount
			862.10

.02 SSD Utility Miscellaneous Engineering Services -
September board meeting; SSD utility bi-weekly coordination
meetings; P&B process and procedure for as-
built/clearance/COC processing for SSD submittals; Assist US
water on PWSID; Response to comments and submittal.

Invoice total **22,093.35**

.03 SSD Utility Submittal Reviews - Del Webb plat review and
coordination; Review of Cyrils Ph 1 water clearance.

.04 Utility Inspections - Site inspections Cyrils Phase 1 and Del
Webb.

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
18-203(10)	09/27/2019	21,992.35	21,992.35				
	Total	21,992.35	21,992.35	0.00	0.00	0.00	0.00

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 073

11/15/2019

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Osceola News-Gazette Legal Advertising on 11/09/2019	150780	\$ 165.86	FY 2020
2	PFM Group Consulting Reimbursables: September 2019	OE-EXP-00446	\$ 1.00	FY 2019
TOTAL			\$ 166.86	
			1.00	FY 2019
			165.86	FY 2020



Board Member

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

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OSCEOLA NEWS-GAZETTE

INVOICE

Advertiser Account Number	Billing Date	Total Amount Due	Invoice Number
34822	11/09/2019	\$165.86	150780
Billing Period	Terms of Payment	Client PO#	Page#
11/01/19-11/30/19	Net 30		1
Sales Rep	Advertiser Name		
OH	SUNBRIDGE STEWARDSHIP DISTRICT		

SUNBRIDGE STEWARDSHIP DISTRICT
AMANDA LANE
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

DATE	REFERENCE#	DESCRIPTION	AMOUNT
11/09/19	29534	ONL Affidavit Fee	\$3.00
11/09/19	29534	ONL REQUEST FOR QUALIFICATIONS FOR Sunbridge Stewardship District	\$162.86

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AMOUNT DUE
\$165.86

IMPORTANT - Please detach and return this portion to ensure proper credit.

PAYMENT TERMS: NET 30

If you have questions concerning your invoice, please call your sales rep or call our business office at (407) 846-7600

CUSTOMER NAME		
SUNBRIDGE STEWARDSHIP DISTRICT		
ACCOUNT	BILLING DATE	INVOICE#
34822	11/09/2019	150780
AMOUNT DUE	AMOUNT ENCLOSED	
\$165.86		

PAYMENT																					
<input checked="" type="checkbox"/> CHECK ENCLOSED	<input type="checkbox"/> Please make check payable to: Osceola News Gazette																				
Be sure to include your account number on your check. Please do not staple or paperclip payment to remittance stub.																					
CHARGE MY CREDIT CARD																					
MASTERCARD <input type="checkbox"/>	VISA <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX <input type="checkbox"/>																				
Please include credit card number, expiration date, security code and signature.																					
<table border="1" style="width: 100%; height: 20px;"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																					
Exp. ____/____	CSC _____																				
Signature _____																					

REMITTANCE ADDRESS

Osceola News Gazette
108 Church Street
Kissimmee, FL 34741

PROOF OF PUBLICATION

From



**STATE OF FLORIDA
COUNTY OF OSCEOLA**

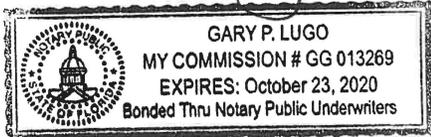
Before me, the undersigned authority, personally appeared Pamela Bikowicz, who on oath says that she is the Business Manager of the Osceola News-Gazette, a twice-weekly newspaper published at Kissimmee, in Osceola County, Florida; that the attached copy of the advertisement was published in the regular and entire edition of said newspaper in the following issues:

November 9, 2019

Affiant further says that the Osceola News-Gazette is a newspaper published in Kissimmee, in said Osceola County, Florida, and that the said newspaper has heretofore been continuously published in said Osceola County, Florida, each week and has been entered as periodicals postage matter at the post office in Kissimmee, in said Osceola County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn and subscribed before me by Pamela Bikowicz, who is personally known to me, this

12th day of November, 2019



Gary P. Lugo

**IN THE MATTER OF:
REQUEST FOR
QUALIFICATIONS
ENGINEERING SERVICES
Sunbridge Stewardship District**

**FIRST PUBLICATION: November 9, 2019
LAST PUBLICATION: November 9, 2019**

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR SUNBRIDGE STEWARDSHIP DISTRICT

RFQ for Engineering Services

The Sunbridge Stewardship District (the "District"), located in Osceola County, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater management system, roadway improvements, water and sewer systems, recreation improvements, and landscape and hardscape improvements, and any other public improvements, facilities and services all as authorized by Chapter 2017-220, Laws of Florida. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any independent special districts or community development districts and past experience with Osceola County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit eight (8) copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m. on December 2, 2019 to the attention of Hank Fishkind, PFM Group Consulting, LLC, 12051 Corporate Blvd., Orlando, Florida 32817 ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

SUNBRIDGE STEWARDSHIP DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

- 1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)
Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.
- 2) Consultant's Past Performance** (Weight: 25 Points)
Past performance for other independent special districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.
- 3) Geographic Location** (Weight: 20 Points)
Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.
- 4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)
Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.
- 5) Certified Minority Business Enterprise** (Weight: 5 Points)
Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.
- 6) Recent, Current and Projected Workloads** (Weight: 5 Points)
Consider the recent, current and projected workloads of the firm.
- 7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)
Consider the desire to diversify the firms that receive work from the District; etc.
November 9, 2019



Make remittance to: Osceola News-Gazette, 108 Church Street, Kissimmee, FL 34741

Phone: (407) 846-7600 Fax: (321) 402-2946

Email: glugo@osceolanewsgazette.com

You can also view your Legal Advertising on

www.AroundOsceola.com or www.FloridaPublicNotices.com



Date	Invoice Number
September 19, 2019	OE-EXP-00446
Payment Terms	Due Date
Upon Receipt	September 19, 2019

Bill To:
Sunbridge CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

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Remittance Options:

Via ACH (preferred):

PFM Group Consulting LLC

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: September 2019 Postage - \$1.00

Total Amount Due

\$1.00

Account Summary Report

Date Range: September 1, 2019 to September 31, 2019

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

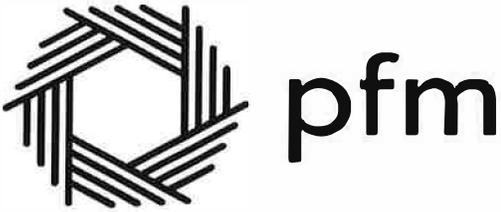
Meter 4W00 - 0347354 at ORLANDO, FL

Meter Details

Location	Meter Name	Serial Number	PbP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

Account Summary

Account	Sub Account	Pieces	Total Charged
Sunbridge		2	\$1.000
Grand Total			\$1.000



Date	Invoice Number
November 12, 2019	106897
Payment Terms	Due Date
Upon Receipt	November 12, 2019

Bill To:
Sunbridge CDD
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

RECEIVED NOV 22 2019

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100
Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred):

Via Wire:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: Billable expenses through September 2019.

Expenses
Total Amount Due

\$31.32
\$31.32



Date	Invoice Number
November 12, 2019	106897
Payment Terms	Due Date
Upon Receipt	November 12, 2019

Expense Supporting Detail

Category	Worker	Transaction Date	Amount Billed
Mileage Reimbursement	Lynne Mullins (On Leave)	09/05/19	\$31.32
			Mileage Reimbursement <u>\$31.32</u>
			Total Expenses: \$31.32

PFM Group Consulting LLC Miscellaneous Expense Receipt - 2019	
Empl. Name:	Lynne Mullins
Date:	9/5/2019
Client Name:	Sunbridge Stewardship District
Proj. #	
Total Mileage @ 58 cents	54
Expense Amount	\$31.32
Purpose:	BOS Meeting mileage 54

PFM Group Consulting LLC Miscellaneous Expense Receipt - 2019	
Empl. Name:	
Date:	
Client Name:	
Proj. #	
Total Mileage @ 58 cents	
Expense Amount	
Purpose:	mileage

PFM Group Consulting LLC Miscellaneous Expense Receipt - 2019	
Empl. Name:	
Date:	
Client Name:	
Proj. #	
Total Mileage @ 58 cents	
Expense Amount	
Purpose:	

PFM Group Consulting LLC Miscellaneous Expense Receipt - 2019	
Empl. Name:	
Date:	
Client Name:	
Proj. #	
Total Mileage @ 58 cents	
Expense Amount	
Purpose:	

PFM Group Consulting LLC Miscellaneous Expense Receipt - 2019	
Empl. Name:	
Date:	
Client Name:	
Proj. #	
Total Mileage @ 58 cents	
Expense Amount	
Purpose:	

PFM Group Consulting LLC Miscellaneous Expense Receipt - 2019	
Empl. Name:	
Date:	
Client Name:	
Proj. #	
Total Mileage @ 58 cents	
Expense Amount	
Purpose:	

PFM Group Consulting LLC Miscellaneous Expense Receipt - 2019	
Empl. Name:	
Date:	
Client Name:	
Proj. #	
Total Mileage @ 58 cents	
Expense Amount	
Purpose:	

PFM Group Consulting LLC Miscellaneous Expense Receipt - 2019	
Empl. Name:	
Date:	
Client Name:	
Proj. #	
Total Mileage @ 58 cents	
Expense Amount	
Purpose:	

Sunbridge Stewardship District

Review of Monthly Financials

Sunbridge Stewardship District

Statement of Activities

As of 10/31/2019

	General Fund	Capital Projects Fund	Total
<u>Revenues</u>			
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>Expenses</u>			
D&O Insurance	\$2,306.00		\$2,306.00
Legal Advertising	513.39		513.39
Dues, Licenses, and Fees	175.00		175.00
General Insurance	2,819.00		2,819.00
Total Expenses	<u>\$5,813.39</u>	<u>\$0.00</u>	<u>\$5,813.39</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>
Change In Net Assets	(\$5,813.39)	\$0.00	(\$5,813.39)
Net Assets At Beginning Of Year	<u>\$8,127.82</u>	<u>(\$44,085.70)</u>	<u>(\$35,957.88)</u>
Net Assets At End Of Year	<u><u>\$2,314.43</u></u>	<u><u>(\$44,085.70)</u></u>	<u><u>(\$41,771.27)</u></u>

Sunbridge Stewardship District
Statement of Financial Position
As of 10/31/2019

	General Fund	Capital Projects Fund	Total
<u>Assets</u>			
<u>Current Assets</u>			
General Checking Account	\$6,165.43		\$6,165.43
Total Current Assets	\$6,165.43	\$0.00	\$6,165.43
Total Assets	\$6,165.43	\$0.00	\$6,165.43
<u>Liabilities and Net Assets</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$3,851.00		\$3,851.00
Accounts Payable		\$44,085.70	44,085.70
Total Current Liabilities	\$3,851.00	\$44,085.70	\$47,936.70
Total Liabilities	\$3,851.00	\$44,085.70	\$47,936.70
<u>Net Assets</u>			
Net Assets - General Government	\$8,127.82		\$8,127.82
Current Year Net Assets - General Government	(5,813.39)		(5,813.39)
Net Assets - General Government		(44,085.70)	(\$44,085.70)
Current Year Net Assets, Unrestricted		0.00	\$0.00
Total Net Assets	\$2,314.43	(\$44,085.70)	(\$41,771.27)
Total Liabilities and Net Assets	\$6,165.43	\$0.00	\$6,165.43

Sunbridge Stewardship District
 Budget to Actual
 For the Month Ending 10/31/2019

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
Developer Contributions	\$ -	\$ 14,850.00	\$ (14,850.00)	\$ 178,200.00
Net Revenues	\$ -	\$ 14,850.00	\$ (14,850.00)	\$ 178,200.00
<u>General & Administrative Expenses</u>				
D&O Insurance	\$ 2,306.00	\$ 206.25	\$ 2,099.75	\$ 2,475.00
Trustee Services	-	500.00	(500.00)	6,000.00
Management	-	4,166.67	(4,166.67)	50,000.00
Engineering	-	1,000.00	(1,000.00)	12,000.00
Dissemination Agent	-	416.67	(416.67)	5,000.00
District Counsel	-	2,083.33	(2,083.33)	25,000.00
Reamortization Schedules	-	10.42	(10.42)	125.00
Audit	-	500.00	(500.00)	6,000.00
Travel and Per Diem	-	41.67	(41.67)	500.00
Telephone	-	16.67	(16.67)	200.00
Postage & Shipping	-	25.00	(25.00)	300.00
Copies	-	41.67	(41.67)	500.00
Legal Advertising	513.39	666.67	(153.28)	8,000.00
Web Site Maintenance	-	200.00	(200.00)	2,400.00
Dues, Licenses, and Fees	175.00	16.67	158.33	200.00
General Insurance	2,819.00	252.08	2,566.92	3,025.00
Landscaping Maintenance & Material	-	4,166.67	(4,166.67)	50,000.00
Contingency	-	539.56	(539.56)	6,475.00
Total General & Administrative Expenses	\$ 5,813.39	\$ 14,850.00	\$ (9,036.61)	\$ 178,200.00
Total Expenses	\$ 5,813.39	\$ 14,850.00	\$ (9,036.61)	\$ 178,200.00
Net Income (Loss)	\$ (5,813.39)	\$ -	\$ (5,813.39)	\$ -