

# Sunbridge Stewardship District

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

<https://www.sunbridgesd.com>

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Notice is hereby given that the Board of Supervisors ("Board") of the Sunbridge Stewardship District ("District") will hold a special meeting of the Board of Supervisors on **May 21, 2020 at 3:30 p.m. outside the entrance of the Narcoossee Community Center, 5354 Rambling Road, St. Cloud, Florida 34771**, as well as through the following means of communications media technology telephonically at **Phone: 1-844-621-3956 Code: 796 761 297#** pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The proposed agenda for the Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

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

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. Discussion regarding Executive Orders 20-52, 20-69 & 20-112
- 2. Consideration of the Minutes of the February 6, 2020 Board of Supervisors' Meeting
- 3. Consideration of Ms. Isaacs' Resignation Letter & Naming a Replacement Supervisor for Seat 2
- 4. Consideration of Mr. Ireland's Resignation Letter & Naming a Replacement Supervisor for Seat 5
- 5. Letter from Supervisor of Elections – Osceola County

### Business Matters

- . Consideration of Natural Gas Franchise Agreement
- . Consideration of the Osceola County Property Appraiser Agreement
- 8. Consideration of the Data Sharing and Usage Agreement (*provided under separate cover*)
- 9. Consideration of First Amendment to Agreement with Newagetutors LLC, D/B/A Vglobaltech, for Website Auditing, Remediation, and Maintenance Services
- 10. Consideration of Master Assessment Methodology Report for Operations and Maintenance – Del Webb 2019 Assessment Area
- 11. Consideration of **Resolution 2020-10, Approving a Build Out Budget and Levying an Assessment** (*provided under separate cover*)
- 12. Consideration of **Resolution 2020-11, Approving a Preliminary Budget for Fiscal Year 2021 and Setting a Public Hearing Date** [*suggested date of August 6, 2020*]
- 13. Consideration of District Management Fee Increase Letter for Fiscal Year 2021
- 14. Ratification of Payment Authorization Nos. 77 – 81 & 83 -90
- 1 . Review of District's Financial Position and Budget to Actual YTD (*provided under separate cover*)



Other Business

A. Staff Reports

1. District Counsel
2. District Manager
3. District Engineer

B. Supervisor Requests

Adjournment



**pfm**

# **Sunbridge Stewardship District**

**Executive Orders  
20-52, 20-69 & 20-112**

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, "necessary action in coping with the emergency" means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan ("CEMP"); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

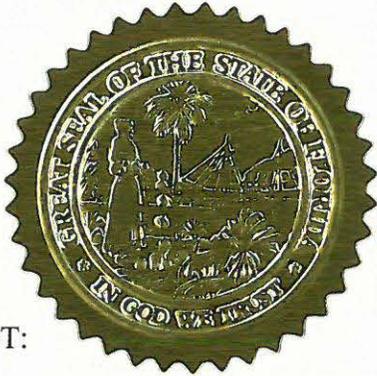
- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

*Laurel McKee*  
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

*[Signature]*  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

FILED  
2020 MAR -9 PM 5:52  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-69

(Emergency Management – COVID-19 – Local Government Public Meetings)

**WHEREAS**, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

**WHEREAS**, on March 17, 2020, I wrote a letter to Attorney General Ashley Moody seeking an advisory opinion regarding concerns raised by local government bodies about their ability to hold meetings through teleconferencing and other technological means in order to protect the public and follow the CDC guidance regarding social distancing; and

**WHEREAS**, on March 19, 2020, Attorney General Ashley Moody delivered an opinion to me indicating that certain provisions of Florida law require a physical quorum be present for local government bodies to conduct official business, and that local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in person, or that the in person requirement for constituting a quorum is lawfully suspended during the state of emergency; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby suspend any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place.

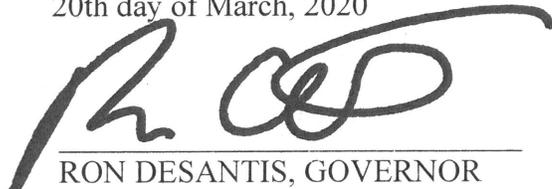
Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

Section 3. This Executive Order does not waive any other requirement under the Florida Constitution and "Florida's Government in the Sunshine Laws," including Chapter 286, Florida Statutes.

Section 4. This Executive Order shall expire at the expiration of Executive Order 20-52, including any extension.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

TALLAHASSEE, FLORIDA  
2020 MAR 20 AM 9:38

FILED

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-112

(Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery)

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on April 3, 2020, I issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

**WHEREAS**, my administration has implemented a data-driven strategy devoted to high-volume testing and aggressive contact tracing, as well as strict screening protocols in long-term care facilities to protect vulnerable residents; and

**WHEREAS**, data collected by the Florida Department of Health indicates the State has achieved several critical benchmarks in flattening the curve, including a downward trajectory of hospital visits for influenza-like illness and COVID-19-like syndromic cases, a decrease in percent positive test results, and a significant increase in hospital capacity since March 1, 2020; and

**WHEREAS**, during the week of April 20, 2020, I convened the Task Force to Re-Open Florida to evaluate how to safely and strategically re-open the State; and

**WHEREAS**, the path to re-opening Florida must promote business operation and economic recovery while maintaining focus on core safety principles.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution and Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order:

Section 1. Phase 1 Recovery

In concert with the efforts of President Donald J. Trump and the White House Coronavirus Task Force, and based on guidance provided by the White House and the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the Florida Surgeon General and State Health Officer, Dr. Scott Rivkees, I hereby adopt the following in response to the recommendations in Phase 1 of the plan published by the Task Force to Re-Open Florida.

Section 2. Responsible Individual Activity

A. All persons in Florida shall continue to limit their personal interactions outside the home; however, as of the effective date of this order, persons in Florida may provide or obtain:

1. All services and activities currently allowed, *i.e.*, those described in Executive Order 20-91 and its attachments, which include activities detailed in Section 3 of Executive Order 20-91, the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce and a list propounded by Miami-Dade County in multiple orders (as of April 1, 2020), as well as other services and activities approved by the State Coordinating Officer. Such services should continue to follow safety

guidelines issued by the CDC and OSHA. If necessary, employee screening or use of personal protective equipment should continue.

2. Additional services responsibly provided in accordance with Sections 3 and 4 of this order in counties other than Miami-Dade, Broward and Palm Beach. In Miami-Dade, Broward and Palm Beach counties, allowances for services and activities from Sections 3 and 4 of this order will be considered in consultation with local leadership.

B. Except as provided in Section 2(A)(1) of this order, senior citizens and individuals with a significant underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immunocompromised status, cancer, diabetes, severe obesity, renal failure and liver disease) are strongly encouraged to stay at home and take all measures to limit the risk of exposure to COVID-19.

C. For the duration of this order, all persons in Florida should:

1. Avoid congregating in large groups. Local jurisdictions shall ensure that groups of people greater than ten are not permitted to congregate in any public space that does not readily allow for appropriate physical distancing.
2. Avoid nonessential travel, including to U.S. states and cities outside of Florida with a significant presence of COVID-19.
3. Adhere to guidelines from the CDC regarding isolation for 14 days following travel on a cruise or from any international destination and any area with a significant presence of COVID-19.

D. This order extends Executive Order 20-80 (Airport Screening and Isolation) and Executive Order 20-82 (Isolation of Individuals Traveling to Florida), with exceptions for persons involved in military, emergency, health or infrastructure response or involved in commercial activity. This order extends Sections 1(C) and 1(D) of Executive Order 20-86 (Additional Requirements of Certain Individuals Traveling to Florida), which authorize the Department of Transportation, with assistance from the Florida Highway Patrol and county sheriffs, to continue to implement checkpoints on roadways as necessary.

Section 3. Businesses Restricted by Previous Executive Orders

Unless I direct otherwise, for the duration of this order, the following applies to businesses directly addressed by my previous Executive Orders:

- A. Bars, pubs and nightclubs that derive more than 50 percent of gross revenue from the sale of alcoholic beverages shall continue to suspend the sale of alcoholic beverages for on-premises consumption. This provision extends Executive Order 20-68, Section 1 as modified by Executive Order 20-71, Sections 1 and 2.
- B. Restaurants and food establishments licensed under Chapters 500 or 509, Florida Statutes, may allow on-premises consumption of food and beverage, so long as they adopt appropriate social distancing measures and limit their indoor occupancy to no more than 25 percent of their building occupancy. In addition, outdoor seating is permissible with appropriate social distancing. Appropriate social distancing requires maintaining a minimum of 6 feet between parties, only seating parties of 10 or fewer people and keeping bar counters closed to seating. This provision

extends Executive Order 20-68, Section 3 and supersedes the conflicting provisions of Executive Order 20-71, Section 2 regarding on-premises food consumption.

- C. Gyms and fitness centers closed by Executive Order 20-71 shall remain closed.
- D. The prohibition on vacation rentals in Executive Order 20-87 remains in effect for the duration of this order.
- E. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to implement and enforce the provisions of this order as appropriate.

Section 4. Other Affected Business Services

Unless I direct otherwise, for the duration of this order, the following applies to other business services affected by my previous Executive Orders:

- A. In-store retail sales establishments may open storefronts if they operate at no more than 25 percent of their building occupancy and abide by the safety guidelines issued by the CDC and OSHA.
- B. Museums and libraries may open at no more than 25 percent of their building occupancy, provided, however, that (a) local public museums and local public libraries may operate only if permitted by local government, and (b) any components of museums or libraries that have interactive functions or exhibits, including child play areas, remain closed.

Section 5. Medical Procedures

Subject to the conditions outlined below, elective procedures prohibited by Executive Order 20-72 may resume when this order goes into effect. A hospital ambulatory surgical center, office surgery center, dental office, orthodontic office, endodontic office or other health care

practitioners' office in the State of Florida may perform procedures prohibited by Executive Order 20-72 only if:

- A. The facility has the capacity to immediately convert additional facility-identified surgical and intensive care beds for treatment of COVID-19 patients in a surge capacity situation;
- B. The facility has adequate personal protective equipment (PPE) to complete all medical procedures and respond to COVID-19 treatment needs, without the facility seeking any additional federal or state assistance regarding PPE supplies;
- C. The facility has not sought any additional federal, state, or local government assistance regarding PPE supplies since resuming elective procedures; and
- D. The facility has not refused to provide support to and proactively engage with skilled nursing facilities, assisted living facilities and other long-term care residential providers.

The Agency for Health Care Administration and the Department of Health shall utilize their authority under Florida law to further implement and enforce these requirements. This order supersedes the conflicting provisions of Executive Order 20-72.

Section 6. Previous Executive Orders Extended

The Executive Order 20-69 (Local Government Public Meetings) is extended for the duration of this order.

Section 7. Enforcement

This order shall be enforced under section 252.47, Florida Statutes. Violation of this order is a second-degree misdemeanor pursuant to section 252.50, Florida Statutes, and is punishable by imprisonment not to exceed 60 days, a fine not to exceed \$500, or both.

Section 8.      Effective Date

This order is effective at 12:01 a.m. on May 4, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 29th day of April, 2020.

  
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RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

FILED  
2020 APR 29 PM 4:52  
TALLAHASSEE, FLORIDA

**SUNBRIDGE STEWARDSHIP DISTRICT**  
**NOTICE OF BOARD OF SUPERVISORS MEETING HELD DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19**

Notice is hereby given that the Board of Supervisors (“Board”) of the Sunbridge Stewardship District (“District”) will hold a special meeting of the Board of Supervisors on **May 21, 2020 at 3:30 p.m. outside the entrance of the Narcoossee Community Center, 5354 Rambling Road, St. Cloud, Florida 34771**, as well as through the following means of communications media technology telephonically at **Phone: 1-844-621-3956 Code: 796 761 297#** pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Anyone wishing to access and participate in the meeting should refer to the District’s website [sunbridgesd.com](http://sunbridgesd.com) or contact [mullinsl@pfm.com](mailto:mullinsl@pfm.com) beginning seven (7) days in advance of the meeting to obtain access information. The meeting is being held for the necessary public purpose of considering a franchise agreement regarding the supply of utilities to properties within the District. At such time the Board is so authorized and may consider any business that may properly come before it.

Further, please be advised that the Florida Governor’s Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus. Those with weakened immune systems may want to avoid the District’s meeting in order to avoid a potential exposure to the virus.

While it is necessary to hold the above referenced meeting of the District’s Board of Supervisors despite the current public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, participants are strongly encouraged to submit questions and comments to the Assistant District Manager at (407) 723-5900 or [mullinsl@pfm.com](mailto:mullinsl@pfm.com) by May 21, 2020 10:00 a.m. in advance of the meeting to facilitate the Board’s consideration of such questions and comments during the meeting. [Questions and comments may be submitted by email after the date and time indicated above or submitted during the meeting for potential consideration by the Board.]

A copy of the agenda may be obtained at the offices of the District Manager by calling or e-mailing PFM Group Consulting, LLC at (407) 723-5900, [mullinsl@pfm.com](mailto:mullinsl@pfm.com) (“**District Manager’s Office**”) during normal business hours or on the District’s website [sunbridgesd.com](http://sunbridgesd.com). The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

As indicated above, this meeting will be conducted by media communications technology. Anyone requiring assistance in order to obtain access to the telephonic, video conferencing, or other communications media technology being utilized to conduct this meeting should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting.

Any person requiring special accommodations in order to access and participate in the meeting because of a disability or physical impairment should contact the District Manager’s Office at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing

7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting, 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.

Lynne Mullins  
Sunbridge Stewardship District

# **Sunbridge Stewardship District**

**Minutes of the February 6, 2020  
Board of Supervisors' Meeting**

**MINUTES OF MEETING**

**SUNBRIDGE STEWARDSHIP DISTRICT**

**BOARD OF SUPERVISORS' MEETING**

**Thursday, February 6, 2020 at 3:30 p.m.**

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

Board Members Present:

|                    |                     |                     |
|--------------------|---------------------|---------------------|
| Richard Levey      | Chair               | (joined @3:34 p.m.) |
| Rob Adams          | Vice-Chair          |                     |
| Cristyann Courtney | Assistant Secretary |                     |
| Heather Isaacs     | Assistant Secretary |                     |

Also Present:

|                   |                       |             |
|-------------------|-----------------------|-------------|
| Lynne Mullins     | PFM                   |             |
| Clint Beaty       | Tavistock Development |             |
| Lance Bennett     | Poulos & Bennett      |             |
| Johnathan Johnson | District Counsel      | (via phone) |
| Jennifer Walden   | PFM                   | (via phone) |
| Amanda Lane       | PFM                   | (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 public comments.

**THIRD ORDER OF BUSINESS**

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

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

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-07,  
Election of Officers**

Ms. Mullins noted the current slate of officers as follows: Dr. Levey as Chair, Mr. Adams as Vice-Chair, Dr. Fishkind as Secretary, Ms. Walden, Ms. Harris, Mr. Ireland, Ms. Courtney, and Ms. Isaacs as Assistant Secretaries, Dr. Fishkind as Treasurer, and Ms. Glasgow as Assistant Treasurer.

Ms. Mullins recommended the Board replace Dr. Fishkind with Ms. Walden as Secretary, replacing Ms. Harris with Ms. Mullins as Assistant Secretary, and replacing Dr. Fishkind with Ms. Lane as Treasurer.

On MOTION by Ms. Isaacs, seconded by Mr. Adams, with all in favor, the Board approved Consideration of Resolution 2020-07, Election of Officers, as follows Richard Levey as Chair, Rob Adams as Vice-Chair, Jennifer Walden as Secretary, Lynne Mullins, Ralph Ireland, Cristyann Courtney, and Heather Isaacs as Assistant Secretaries, Amanda Lane as Treasurer, and Jennifer Glasgow as Assistant Treasurer.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-08,  
Adopting an Internal Controls Policy**

Mr. Johnson explained the resolution implements some legislative changes made to Chapter 218 of the Florida Statute during last year's legislative session. It requires all local governmental bodies to adopt a policy dealing with the internal controls relative to fraud and related matters. The policy in front of the Board has been reviewed by the District Manager, Auditor, and District Counsel. The policy complies with the revised provisions of Chapter 218 and District Staff recommends approval.

On MOTION by Mr. Adams, seconded by Ms. Isaacs, with all in favor, the Board approved Resolution 2020-08, Adopting an Internal Controls Policy.

**SIXTH ORDER OF BUSINESS**

**Public Hearing on the Adoption of the Amended and Restated Rules of Procedure**

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2020-09, Adopting the Amended and Restated Rules of Procedure**

Ms. Mullins requested a motion to open the public hearing on the adoption of the Amended and Restated Rules of Procedure.

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

Ms. Mullins noted for the record that the required advertisements were placed in accordance with Florida Statute. The Board reviewed the Amended and Restated Rules of Procedure in December and Resolution 2020-09 will formally adopt them.

Mr. Johnson noted for the record the document before the Board is unchanged from the version they considered in December and District Staff has not received any comments from members of the public.

There were no questions or comments from the public or Board Members. Ms. Mullins requested a motion to close the public hearing.

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

Ms. Mullins requested a motion to approve Resolution 2020-09, Adopting the Amended and Restated Rules of Procedure.

On MOTION by Ms. Isaacs, seconded by Mr. Adams, with all in favor, the Board approved Resolution 2020-09, Adopting the Amended and Restated Rules of Procedure.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Agreement between the Sunbridge Stewardship District and Tavistock East I, LLC regarding the Completion of Certain Improvements**

Dr. Levey joined the meeting in progress at 3:34 p.m.

Mr. Johnson stated this documents will enable the conveyance of Cyrils Drive Phase 1 to the District, allowing certain plats to be recorded and moving forward with the development plans. Cyrils Drive will ultimately be conveyed to the County but the closing on the conveyance from the Landowner to the District is scheduled for tomorrow. The road was one of the improvements included in the Engineer's Report which is attached to the document as an exhibit and the improvements are anticipated to be provided by the District and is subject to the previously adopted Acquisition Agreement, which means the Board may elect to include the improvement in a tranche of Bonds they issue. The cost for which the District would pay for the improvement and or the land would be determined later and may be in conjunction with the Bond issuance. It will be brought back to the Board at a later date.

Dr. Levey requested a motion to ratify the Agreement between the Sunbridge Stewardship District and Tavistock East I, LLC regarding the Completion of Certain Improvements.

On MOTION by Mr. Adams, seconded by Ms. Isaacs, with all in favor, the Board ratified the Agreement between the Sunbridge Stewardship District and Tavistock East I, LLC regarding the Completion of Certain Improvements.

**EIGHTH ORDER OF BUSINESS**

**Consideration of District Engineer's Agreement**

Mr. Johnson explained the District previously undertook the Consultants Competitive Negotiation Act process to move Poulos & Bennett Contract from the Interim Engineering services function to have a continuing contract that would be used on an ongoing basis.

Poulos & Bennett was ranked No. 1 by the Board as a result of that solicitation and District staff prepared and negotiated the agreement and recommends approval.

Dr. Levey noted Heather Isaacs is an employee of Poulos & Bennett. Ms. Isaacs declared a conflict. Ms. Mullins will provide her with a Memorandum of Voting Conflict, which she will need to execute and place in the District's records on a going forward basis. The other Board Members are eligible to vote.

On MOTION by Mr. Adams, seconded by Ms. Courtney, with three in favor and one abstained, the Board approved the District Engineer's Agreement.

**NINTH ORDER OF BUSINESS**

**Consideration of Revised Master Engineer's Report**

Mr. Bennett explained he revised the original Engineer's Report based on the updated legal description from the Stewardship District Legislation. The revised report has 19,560 acres.

On MOTION by Ms. Isaacs, seconded by Mr. Adams, with all in favor, the Board approved the Revised Master Engineers Report.

**TENTH ORDER OF BUSINESS**

**Ratification of Funding Request 1 for Utility Operations**

Mr. Beaty explained this funding request of \$150,000.00 is the estimated initial operating deficit for the water and wastewater retail operations of the utility. It is funded by Tavistock East II and the funds are sitting at US Water to pay ongoing bills on behalf of the Sub Contract for the District.

On MOTION by Mr. Adams, seconded by Ms. Isaacs, with all in favor, the Board ratified Funding Request 1 for Utility Operations.

**ELEVENTH ORDER OF BUSINESS**

**Ratification of Payment Authorizations 75 & 76**

The Board reviewed Payment Authorizations 75 & 76. Ms. Mullins noted these have been approved, paid, and need to be ratified by the Board.

On MOTION by Ms. Isaacs, seconded by Mr. Adams, with all in favor, the Board ratified Payment Authorizations 75 & 76.

**TWELFTH ORDER OF BUSINESS**

**Review of Monthly Financials**

The Board reviewed the monthly financials as of December 31, 2019. Ms. Mullins noted the District is currently running under budget with expenses of \$15,000.00 vs. a budget of \$178,000.00.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel-** No Report

**District Manager-** Ms. Mullins noted the next meeting is scheduled for March 5, 2020; however, the Primary Election is held at this location and will need to change the date. At the last meeting it was noted the location will not be available until March 19, 2020. A discussion took place. Ms. Mullins will cancel the March 5, 2020 meeting and notice a meeting for March 19, 2020.

**Engineer-** No Report

**FOURTEENTH ORDER OF BUSINESS**

**Supervisor Requests & Audience  
Comments**

There were no Supervisor requests or audience comments

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

There was no further business to discuss. Dr. Levey requested a motion to adjourn.

ON MOTION by Mr. Adams, second by Ms. Isaacs, the meeting February 6, 2020 meeting of the Sunbridge Stewardship District was adjourned.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

# **Sunbridge Stewardship District**

**Ms. Isaacs' Resignation Letter & Naming a  
Replacement Supervisor for Seat 2**

**RESIGNATION**

The undersigned, Heather Isaacs, hereby resigns as Director of Board of Supervisors of the Sunbridge Stewardship District effective as of April 15, 2020.

A handwritten signature in black ink that reads "Heather Isaacs". The signature is written in a cursive style with a long horizontal stroke at the end of the name.

---

Heather Isaacs

# **Sunbridge Stewardship District**

**Mr. Irelands Resignation Letter & Naming a  
Replacement Supervisor for Seat 5**

**RESIGNATION**

The undersigned, Ralph Ireland, hereby resigns as Director of Board of Supervisors of the Sunbridge Stewardship District effective as of April 23, 2020.

A handwritten signature in black ink, appearing to be 'R. Ireland', written above a horizontal line.

Ralph Ireland

**Sunbridge  
Stewardship District**

**Supervisor of Elections  
-Osceola County**



MARY JANE ARRINGTON  
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

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April 16, 2020

Ms. Lynne Mullins  
Assistant District Manager  
PFM Group Consulting, LLC.  
12051 Corporate Blvd.  
Orlando, FL 32817

RE: Sunbridge Stewardship District – Registered Voters

Dear Ms. Mullins:

Thank you for your letter of April 13, 2020 requesting confirmation of the number of registered voters within the Sunbridge Stewardship District as of April 15, 2020.

The number of registered voters within the Sunbridge Stewardship District is zero as of April 15, 2020.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

Mary Jane Arrington  
Supervisor of Elections

Vote  
Osceola

# **Sunbridge Stewardship District**

## **Natural Gas Franchise Agreement**

## NATURAL GAS FRANCHISE AGREEMENT

This FRANCHISE AGREEMENT (“Agreement” or “Franchise”) is made and entered into this **21st day of May, 2020**, by and between the Sunbridge Stewardship District, a special district created by the Florida Legislature (“District”), and Natural Gas Systems, LLC, a Florida limited liability company (referred to hereafter as “Utility” ), subject to the following terms and conditions:

### Defined Terms:

The following terms shall have the meaning given herein.

- A. "Customer" shall mean any Person served by the Utility within the political boundaries of the District.
- B. "Natural Gas System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation, storage or delivery of Natural Gas and as are situated within the political boundaries of the District.
- C. "Effective Date" shall mean the date this Franchise, after being signed by an authorized Utility representative, is filed by Utility with the District clerk.
- D. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- E. "Gross Revenues" shall mean all revenues (as defined by the FPSC) received by the Utility from any Customer from the sale, transportation, distribution or delivery of Natural Gas.
- F. "Person" shall mean any individual, firm, partnership, estate, corporation, Utility or other entity, including, but not limited to, any government entity.
- G. "Natural Gas" or "gas" shall mean natural gas, compressed natural gas, and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premises, and may include, at Utility's option, propane gas or liquefied petroleum gas (commonly referred to as "bottled gas"), including any necessary distribution system, for service within the District for such period as may be necessary to permit construction of the Natural Gas System. All applicable terms and provisions of this Franchise shall only apply to Utility's

provision of Natural Gas Service and bottled gas service provided thru a distribution system that services multiple Customers.

- H. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, bridge, easement, public thoroughfare or other right-of-way that is owned by or dedicated to the District. With respect to easements, the term "right-of-way" only includes those easements owned by District or dedicated to the District or public which permit natural or bottled gas utility facilities, storage or lines by the terms of the applicable easement instrument.
- I. "Natural Gas Service" shall mean services rendered by Utility of every type and nature as required to own, operate and maintain the Natural Gas System, and provide natural (and bottled) gas and related services to Customers and Persons including, but not limited to billing, customer service, accounting, record-keeping and other services.

Section 1. Franchise for Natural Gas System. The general terms relating to the granting of the Franchise for the Natural Gas System shall be as follows:

(a) Subject to the terms of this Franchise, District hereby grants to Utility, its successors and assigns the exclusive right, obligation, privilege and franchise to erect, construct, maintain, own and operate the Natural Gas System in, under, upon, over and across mutually agreeable locations within the present and future District streets, alleys, bridges, canals, waterways, general utility easements, gas easements in favor of the District or the public, Rights of Way, parks and other public places located within District boundaries for a period of thirty (30) years from the date of acceptance hereof, or until earlier terminated as described in this Franchise, for the purpose of supplying Natural Gas and Natural Gas Service to the public and users within the boundaries of the District and charging users therefor on a retail basis. Utility is authorized hereby to obtain, transport, store, and supply Natural Gas from various sources as permitted by law, for use throughout the District for Natural Gas Service and other lawful uses. Utility shall conduct itself so as to satisfy future requests for Natural Gas Service from developers, businesses or residents within the District, to and for the use of the inhabitants of the District and persons and corporations located therein, provided such uses do not unduly interfere with public use of District roads and public places. This franchise grant does not authorize Utility to provide any other service beyond Natural Gas Service. To the extent necessary and appropriate, and as agreed upon by the District, District will grant

Utility a license to use land, easements, licenses, and rights of way owned by the District, and if requested, District and Utility will enter into mutually agreeable additional documentation to effectuate an insurable interest in any such assets.

(b) Except as may otherwise be provided for in this Franchise, upon expiration of the initial thirty (30) year term of this Franchise shall be automatically renewed for an additional ten (10) year term and successive ten (10) year terms thereafter unless: (a) otherwise mutually agreed in writing by the District and Utility, or (b) a default has occurred by Utility and Utility has not remedied such default prior to the dates required in Section 10 below.

(c) In the event any public place under which or upon which Utility, its successor or assigns shall have located its Natural Gas System, with the consent of the District pursuant to this Agreement, shall be closed, abandoned, vacated or discontinued by District, District may terminate such easement or license of Utility to such place, and District shall pay the reasonable cost and expense of Utility to relocate its facilities to a place mutually agreed upon by District.

(d) District and Utility acknowledge that adequate lead time substantially in advance of anticipated demand is required for suitable planning, financing, engineering, permitting and construction of facilities to meet such demands in a timely fashion, and recognize that District and Utility must have reasonably reliable projections of such demands and any changes therein reasonably far in advance thereof. District and Utility shall consult and cooperate with each other with the aim of establishing Natural Gas Service in a manner and time consistent with the District's provision of water and wastewater service within the District.

Section 2. Indemnification. It is expressly understood and agreed between Utility and District that Utility shall hold District harmless and indemnify the District from and against any suit, judgment, liability, loss, costs, damages (including property damage and personal injury), expenses, to include any reasonable attorney fees and costs of the District damages, claim or demand resulting from Utility's construction, operation or maintenance of Utility's Natural Gas System, including but not limited to any of these damages which may accrue to the District as the result of or by reason of any negligence, default or misconduct by Utility in the construction, operation and maintenance of the Natural Gas System. For the term of this Franchise, Utility shall maintain general liability insurance in the amounts indicated in Section

9 of this Franchise to further support this indemnification. Further, District shall notify Utility's representative in writing within thirty (30) business days after the presentation of any claim or demand, either by suit or otherwise, made against District on account of Utility's construction, operation and maintenance of the Natural Gas System.

Section 3. As a further consideration for this Franchise, the District covenants and agrees that it will not, during the term of this Franchise, or any extension thereof, engage in the business of distributing or selling Natural Gas within the political boundaries of the District, as modified, during the term of this Franchise; provided however, that this covenant shall terminate (a) upon the Utility failing to cure a default hereunder, (b) after the expiration of the applicable cure period, or (c) upon Utility failing to provide Customers with Natural Gas Services from the Natural Gas System in the following manner: Whenever a prospective Customer or Person requests Natural Gas Service at a location where the Utility does not have a main, the Utility will extend its mains and services to serve the prospective Customer or Person under the following conditions:

1. The extension of Natural Gas Service to the prospective Customer or Person will not jeopardize Natural Gas Service to existing Customers.
2. The maximum capital cost to be incurred by the Utility for an extension of main and service facilities shall be defined as the Maximum Allowable Construction Cost ("MACC"). The Maximum Allowable Construction Cost shall equal four (4) times the estimated annual revenue to be derived from the facilities less the cost of Natural Gas. Where the Utility, in its reasonable discretion, believes that there is significant uncertainty regarding the revenues to be derived from service provided through the requested extension of main and service facilities, the Utility shall use reasonable efforts to calculate the MACC giving due consideration to such uncertainty.
3. Where the facilities to be installed will require an investment by the Utility in excess of the Maximum Allowable Construction Cost, the Utility will construct the necessary facilities provided the Customer or Person deposits with the Utility an amount equal to the excess of the estimated

construction cost over the Maximum Allowable Construction Cost. In this case, the Utility and the Customer or Person will then enter into an agreement which will provide for either (a) the receipt of the deposit by the Utility and including terms and conditions for potential refund to the Customer or Person; or (b) a mutually agreeable pay arrangement that will provide for the guaranteed throughput/revenue for the prospective Customer or Person. In consideration of the Utility's having to use the deposit to finance the installation of facilities, the deposit made by the Customer or Person will be non-interest bearing.

4. As an alternative to taking action pursuant to 3, above, Utility may provide an alternate source of energy, such as compressed natural gas or bottled gas, on a temporary basis until Natural Gas Service can be economically provided.

The District's grant of this franchise to Utility does not limit or preclude the District from granting franchises for services other than Natural Gas Service within the area which is the scope of this Agreement.

Section 4. The Natural Gas System shall be erected within the applicable Rights-of-Way and placed or laid in such manner as will, consistent with necessity, minimize interference with real property in the Rights-of-Way. Such Rights-of-Way shall not be unnecessarily obstructed by the Utility. Except in an emergency situation, before the Utility makes any excavation or disturbs the surface of any of the Rights-of-Way, it shall make application for a license to the appropriate District authority. The District shall issue, or if applicable deny, licenses within ten (10) business days of application by Utility. Utility shall, with due diligence and dispatch, place Rights-of-Way in as good of a condition as possible before such excavation or disturbance is made; provided, however, that should the Utility fail, within ten (10) days of its receipt of written notice from the District, to improve or restore such Rights-of-Way, then the District may undertake such improvement or restoration (other than any restoration work on the distribution system) and charge the cost thereof to the Utility.

Section 5. All components of the Natural Gas System of the Utility located within the District shall be installed, maintained, and abandoned in safe condition, in accordance with accepted best practices and in accordance with the orders, rules, and regulations of

the FPSC and the District. To the extent the District's rules, policies and regulations are consistent with Florida law, Utility hereby agrees to abide by the rules, policies and regulations which the District has passed or might pass in the future, in the exercise of its statutory authority, and further agrees to abide by any established policy which the District or its duly authorized representative has passed, established, or will establish, in the exercise of its statutory authority; provided, however, that the District shall not enforce against the Utility any rule, policy or regulation that results in a material change in the rights or obligations of the Utility under this Franchise.

Section 6. All components of the Natural Gas System shall be laid and maintained consistent with all applicable codes, rules, regulations and laws, including District permits as may be issued. In the event of conflicts between the construction or installation of components of the Natural Gas System and the District or District franchisee's water, wastewater, reclaimed water or other utility systems and additions to the District's real property, conflicts shall be resolved through consultation between the parties to minimize interference with the District's utilities systems and improvements. Utility shall immediately notify District any time Utility has actual knowledge or a reasonable belief that the Natural Gas System is not in compliance with any local, state or federal permit, law, rule or regulation.

Section 7. District reserves the right to permit to be laid electric conduits, water, wastewater, irrigation and reclaimed water lines and pipes, telecommunications facilities and cables, and to do and permit to be done any underground work that may be deemed necessary or proper by the District in, across, along, or under any Right-of-Way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-Way, or by reason of the widening, grading, paving, or otherwise improving present or future rights-of-way, or in the location or manner of construction of any water, wastewater, reclaimed or irrigation water pipes, electric conduits, cables, or other underground structure located within the rights-of-way, it shall be deemed necessary by the District to remove, relocate or disconnect any portion of the Natural Gas System of the Utility hereto for such public purpose, such removal, relocation or disconnection shall be made by the Utility as ordered in writing by the District without claim for reimbursement. If the District shall require Utility to remove, relocate or disconnect any portion of its Natural Gas System, or in any way to alter the placement or location of the Natural Gas System after installation, to enable any other Person to use said Rights-of-Way of the District, as part of

its permitting or approval process, the District shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Utility for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the distribution system. Utility further agrees that it will not intentionally interfere with, change, or injure any water, wastewater, irrigation or reclaimed water facilities or pipes, or drains of the District or District's franchisees, unless it has received specific permission from the District or its duly authorized representative.

Section 8. The services provided under this Agreement will be of a professional nature and shall be performed in accordance with reasonable and accepted industry practices for natural gas utilities.

The Utility shall:

- (i) Maintain accounting, maintenance, and construction records as prescribed by the FPSC and establish and maintain appropriate accounts and records in such detail that revenues within the political boundaries of the District are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida.
- (ii) Maintain its billing records for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.
- (iii) Report retail meter readings, billings, and collections annually in a format to be mutually agreed upon by District and Utility.
- (iv) Develop and maintain an emergency response program ("ERP") for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, breaks in mains or services, equipment failures, and abnormal weather events. Utility shall provide resources for responding to emergency situations and unanticipated system failures on a 24-hour basis and in accordance with the ERP. Utility shall coordinate with District on all issues related to emergency preparedness. This shall include (a) providing a 24-hour toll-free number for notification of emergencies; (b) providing a toll-free number for all customers to contact Utility staff regarding customer

billings, service connections/disconnections, and other service related activities; and (c) providing a 24-hour emergency repair service.

Section 9. During the term of this Franchise, Utility shall file with the District Manager and shall keep in full force and effect at all times, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the political boundaries of the District, as they currently exist or may exist in the future, naming District and its Board of Supervisors as additional insureds. Each such policy shall be in the minimum sum of \$5,000,000.00 for injury or death to any one person, and in the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of \$5,000,000.00 for damage to property, resulting from any one accident. Each of the minimum sums shall remain in full force and shall be undiminished during the term of this Franchise. District and Utility agree to reevaluate whether minimum coverages should be increased on each 5-year anniversary of this Franchise. The coverage requirements set forth in this Section may be satisfied, in whole or in part, with self-insurance, so long as Utility has actuarially sound reserves and or assets as reasonably determined by the District. Utility shall notify the District Manager of the District, in writing, of any material alteration, modification, or cancellation of such policy.

Section 10. If Utility defaults under this Agreement or the Franchise, then District shall have the right, but not the obligation, to declare a forfeiture of the Franchise in whole or in part, or both.

- (i) As used in this Section, the term “default” means either (a) that Utility has materially defaulted under this Agreement due to one or more actions or inactions of Utility which, if left unaddressed for a period of ninety (90) days or more and not covered by force majeure, would result in Utility’s inability to perform the obligations hereunder and Utility does not dispute the claim or has not taken steps to remedy as provided herein; or (b) Utility’s actions or inactions have resulted in the District and/or Utility failing to provide Natural Gas to a projected development within the District boundaries in the manner provided in Section 3 of this Franchise.
- (ii) To exercise its right to declare a default and possible Franchise forfeiture, the District shall first provide written notice to Utility describing Utility’s default, requesting Utility to provide and implement a plan to cure the

default, and informing Utility that the District will declare a Franchise forfeiture if the default is not cured within the time frame specified below. No later than 30 days after receipt of such notice, Utility shall send a written reply to District describing Utility's plan to remedy the default.

- (iii) If Utility replies in writing to District providing a plan for Utility to remedy the default, Utility shall have a reasonable period of time to implement the plan and cure the default as a condition precedent to District declaring forfeiture of the Franchise. As used herein, a reasonable timeframe to cure a default means a time period beginning on the date of Utility's submission of the written reply to District and (a) ending 30 days later for a default consisting of a monetary nonpayment or (b) ending 120 days later for any other default. If Utility fails to either provide District a plan to remedy the default or fails to timely implement the plan to satisfactorily cure the default, then the District shall notify Utility in writing that District has declared the Franchise forfeited in all or in part, that Utility has no further rights or duties under that portion of the Franchise so forfeited, and that an entity acting on behalf of the District is assuming Utility's Natural Gas service rights and obligations. The District's written notice shall also set forth the date and time on which the Utility's Natural Gas service ends and on which such service is transferred to the entity acting on behalf of the District.
- (iv) If the District declares a forfeiture, on the effective date of the forfeiture and the termination of Utility's Natural Gas Service, the Utility shall turn over possession and ownership to the entity identified by the District of any Natural Gas System remaining under Utility's possession or ownership. Utility shall also transfer to the entity identified by the District all permits, licenses or other governmental approvals and all warranties, instructions and manufacturer or provider information relating to the Natural Gas System. On the effective date of the forfeiture, the District shall compensate Utility for Utility's Natural Gas System based upon the fair market value of such facilities as determined by an appraisal or other verifiable means to establishing fair market value, less any damages caused to the District by reason of the Utility's default. During the period after notification of forfeiture, but prior to the effective date of the forfeiture

and transfer of such facilities, the District and Utility shall develop a plan and/or procedure that will facilitate the orderly transfer of the Natural Gas System to the District and will insure no interruption of Natural Gas Service prior to and during transfer of such facilities, subject to the force majeure provisions of this Franchise. Notwithstanding the forfeiture provisions of this Section, Utility's obligation to transfer the Natural Gas System shall be contingent upon the entity identified by District establishing that it is a natural gas utility regulated by the Florida Public Service Commission or legally exempt from such regulation, and that such entity shall accept assignment in the manner provided in Section 16 of this Franchise of all rights and obligations of this Franchise and any and all other agreements which Utility may have entered to provide Natural Gas Service in the District as of the date of forfeiture.

- (v) Notwithstanding any other provision of this Franchise, upon the effective date of the assumption of Utility's role under this Franchise by the entity identified by the District, such entity shall have all of Utility's rights and responsibilities under this Franchise. Utility shall also cooperate with District to transfer or assign all applicable governmental authorizations and subcontracts to the entity identified by the District as necessary for such entity to fully implement this Franchise.
- (vi) District's ability to declare a forfeiture of this Franchise shall not be construed to prevent or limit District from seeking any other remedy available to District.
- (vii) In the event of a default or alleged default under this Franchise by either party, and after expiration of any notice of default and opportunity to cure time periods provided herein, and prior to a District declaration of forfeiture, each party may seek legal or equitable remedies for such default or pursue one or more actions in court for injunctive relief, damages or other relief as may be provided by general law. However, in the event that one or more defaults by Utility cause or create an imminent public hazard or interruption of an essential public service, District may seek immediate injunctive or other equitable relief either during or without the default noticing and opportunity to cure provisions provided above.
- (viii) In the event of litigation between the parties, the prevailing party shall be

entitled to recover all damages resulting from the default, including but not limited to any reasonable costs and fees incurred at trial and appeal. The amount of such costs and fees shall be determined by the court in which such actions are brought. The parties further agree that any litigation in court shall be expedited, and each party hereby waives any and all rights it would otherwise have to a trial by jury in any such litigation. Any and all suits to recover unpaid amounts due to either party from the other according to the terms of this Agreement including, without limitation, billings, late charges and interest, may be instituted and maintained in any court of competent jurisdiction in Osceola County, Florida.

Section 11. Changes in the terms and conditions of this Franchise may be made only by written agreement between the District and Utility. Utility shall operate and maintain the Natural Gas System in accordance with this Franchise and in accordance with requirements and regulations of state and local regulatory authorities and agencies having jurisdiction thereof.

Section 12. Natural Gas delivered by Utility shall meet applicable standards as to quality, safety and pressure as required by state or local law, ordinance or rule, provided that temporary cessation of delivery of Natural Gas at any time caused by an Act of God, fires, strikes, droughts, accidents, necessary maintenance work, damage to machinery or lines, civil or military authority, or by riot or other cause beyond control of Utility shall not constitute a breach of the provisions hereof, shall not constitute a violation of this Franchise or impose liability upon Utility

Section 13. Utility shall be obligated to extend mains, services, appurtenances and facilities to all parts of the District in the manner identified in Section 1(d) and Section 3 of this Franchise. District shall enact such resolutions, rules and regulations as are necessary to encourage inhabitants of property within the District to make customer installations of natural gas facilities and appliances, and such resolutions , rules and regulations shall encourage connection of all property within the District to Utility's Natural Gas System and the use of Natural Gas provided thereby.

Section 14. Utility's rates shall be fair, reasonable and non-discriminatory and, if

required by Florida law, subject to FPSC regulatory authority. Utility shall establish such policy or policies for the provision of Natural Gas services as shall be consistent with applicable industry practice so as to insure inhabitants within the District receive service consistent with applicable standards, laws and rules and in compliance with all permits and governmental authorizations as may be issued to Utility relating to such services including, but not limited to standards, rules and policies as may be authorized by the FPSC and approved by the FPSC for incorporation into Utility's tariff. Utility shall give written notice to the District contemporaneous with any filing by Utility to the FPSC to change Utility's tariffs or rates related to Natural Gas Service within the area subject to this Franchise. Nothing in this Franchise shall be interpreted to limit the communications, notices or actions the District may undertake with regard to the FPSC or Customers involving any proposed rate or tariff change sought by Utility for Natural Gas Service within the area subject to this Franchise.

Section 15. The Parties recognize and acknowledge that the provisions of this Franchise constitute an essential public service. In light of this acknowledgement, Utility shall work cooperatively with the District to design, permit and construct all facilities and components of the Natural Gas System in a timely manner so as to provide Natural Gas Service at a time consistent with the initial 5-year projections and subsequent approved five year projections of District water and wastewater services (which projections District is hereby obligated to provide to Utility as and when rendered or amended). In addition, Utility shall operate the Natural Gas System at all times in a manner that provides timely and sufficient service to all Customers. In the event of any dispute between Utility and District over any of the terms of this Agreement, Utility shall continue to design, permit and construct all Natural Gas System components consistent with the terms of this Franchise so as to continue to provide Natural Gas Service to Customers and Persons until and subject to the resolution of such dispute.

Section 16. Utility is authorized to assign its rights under this Franchise, in whole or in part, to a natural gas utility which is regulated by the FPSC or is legally exempt from such regulation, subject to written consent of the District, which consent shall not be unreasonably withheld or unduly delayed. District acknowledges and agrees that upon assignment of Utility's rights under this Franchise, in whole or in part, and the assumption of all obligations, requirements and duties under this Franchise and all other applicable documents and FPSC regulations by the assignee, the assignee shall thereafter be considered the "Utility" pursuant to the terms of this Franchise, as to the rights and territory assigned. District and Utility further

acknowledge and agree that upon Utility presenting District an acknowledgement, in an assignment document acceptable to District, pursuant to which the assignee agrees to be bound by all of the obligations, requirements and duties under this Franchise and all other applicable documents and FPSC regulations for some or all of the territory in the District then, and only then, will Utility no longer be obligated to provide Natural Gas Service or to fulfill any of the obligations, or enjoy any of the rights or benefits, set forth in this Franchise..

Section 17. Any change in the form of government of the area currently included within the District as may be authorized by the State of Florida, or pursuant to its laws, shall not affect the validity of this Franchise or result in the revision of the terms herein absent a separate agreement, in writing, signed by both the District and Utility.

Section 18. Franchise Fee. Within thirty (30) days after the close of the first full billing month following the Effective Date of this Franchise, and each month thereafter during the term of this Franchise, Utility, its successors or assigns, shall pay to the District, or its successors, a sum of money which is equal to a percentage of Utility's Gross Revenue reflective of the market rate as shall be determined by the District and Utility prior to the establishment of the first Customer, less any adjustments for uncollectable accounts, from the sale, transportation, distribution or delivery of Natural Gas to Customers within the political boundaries of the District. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month. Any franchise fees which remain unpaid after the dates specified above shall be delinquent and shall thereafter accrue interest at an annual percentage rate of twelve percent (12%) until paid.

Section 19. [Intentionally Deleted]

Section 20. This Franchise shall not become effective until Utility has approved the terms herein by lawful vote according to its bylaws or other governing provisions of Utility. Utility shall provide District proof of such approval within thirty (30) days of passage by the Board of Supervisors of a resolution authorizing the signing of this Franchise by the designated District representative.

Section 21. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose

of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 22. Utility understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and, accordingly, Utility agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Utility shall

1) keep and maintain public records required by the District to perform the service;

2) upon request by the District, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Utility does not transfer the records to the District; and

4) upon completion of the contract, transfer to the District, at no cost, all public records in Utility's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Utility, the Utility shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE UTILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UTILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, CHRISTIB@FISHKIND.COM, AND 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

Section 23. This Franchise shall be governed and construed by the laws, administrative rules and judicial determinations of the State of Florida. If any legal proceeding is brought to enforce the terms of this Franchise, it shall be brought by either party hereto in state court in Osceola County, Florida. In any legal action between the parties arising out of this Franchise,

any attempts to enforce this Franchise, or any breach of this Franchise, the prevailing party may recover its expenses from such legal action including, but not limited to, costs of litigation and reasonable attorneys' fees and costs from the other party together with reasonable fees and costs on appeal.

Section 24. In the event that the performance of this Agreement is prevented or interrupted in consequence of any cause strictly beyond the control of Utility or District including, but not limited to, Acts of God or of the public enemy, war, national emergency, pandemic, allocation or other governmental restrictions upon the use or availability of labor, materials or natural resources, shortages of energy sources or supplies, failure to obtain electricity or telephone service, shortages of raw materials, rationing, civil insurrection, riot, disorder or demonstration, strike, lock out, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, drought or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission, processing or other facilities, governmental rules, acts, orders, restrictions, regulations or requirements, discretionary acts or actions of any government, public, governmental authority, commission, board, agency, agent, official or officer (except for the acts or actions of Utility or District or their respective agents, officers, departments or boards and affecting this Agreement), the enactment of any statute, ordinance, resolution, regulation, rule, ruling or order, decree, judgment or injunction of any court, the failure to obtain any required permit or governmental approval after making its best efforts to obtain same, for any reason not caused by the negligent act or malfeasance of either District or Utility, such party shall not be liable for such non-performance under the terms required, but only for the duration of and to the extent said force majeure causes a party's inability to perform, and only if said party is not directly or indirectly responsible therefor. In the event of such a condition, the parties shall exercise commercially reasonable efforts to modify any obligations or requirements made impossible by the force majeure event to reasonable terms that can be met in substantial compliance with the original terms of the parties. For example, monetary obligations are not exonerated, but are merely reasonably extended in a way that they can be met as promptly as possible given the conditions of the force majeure. Any party claiming some form of relief under this provision shall give prompt written notice thereof to the other party so that consideration can be given, and where appropriate accommodations can be made consistent with the terms of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the District and Utility have executed this Franchise as below indicated.

**DISTRICT:**

Sunbridge Stewardship District

\_\_\_\_\_  
By: Richard Levey

Its: Chairman

Date: May 21, 2020

ATTEST:

WITNESSES:

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

**UTILITY:**

Natural Gas Systems, LLC

\_\_\_\_\_  
By:

Its:

Date:

ATTEST:

WITNESSES:

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

**SCHEDULE 1**

(Sample Calculations of the Franchise Fee)

**Sunbridge  
Stewardship District**

**Osceola County Property Appraiser Agreement**



# KATRINA S. SCARBOROUGH, CFA, CCF, MCF OSCEOLA COUNTY PROPERTY APPRAISER

April 6<sup>th</sup>, 2020

Sunbridge Stewardship District  
c/o Lynne Mullins  
12051 Corporate Blvd.  
Orlando, FL 32817

Re: Sunbridge Stewardship District

Dear Ms. Mullins,

Sunbridge Stewardship District declared its intent to use the uniform method of collecting non-ad valorem assessment as authorized by section 197.3631, Florida Statutes, pursuant to the method provided for in sections 197.3632 and 197.3635, Florida Statutes.

Section 197.3632(2), Florida Statutes requires that a written agreement be entered into between Sunbridge Stewardship District and the Property Appraiser providing for reimbursement by Sunbridge Stewardship District of the necessary administrative costs incurred by the Property Appraiser under section 197.3632. There will be a one time set up fee of \$200.00 along with a yearly administration fee. The yearly administration fee will be determined once the assessment roll has been certified and the total costs are determined; this yearly costs may not exceed 2% of your total collections. You will be billed quarterly starting October 1, 2018.

The Osceola County Property Appraiser's Office is working in conjunction with Osceola County Special Assessments Department therefore; all of your contact information and deadlines will remain intact.

Enclosed with this letter are two signed copies of an agreement between Sunbridge Stewardship District and the Property Appraiser. Please sign both of them and keep one copy for your records and return the other one to the Property Appraiser's Office at 2505 East Irlo Bronson Memorial Hwy., Kissimmee, FL 34744.

Should you have any questions regarding this matter, please contact Kenny Pennington in my office at (407) 742-5000 or by email at [kpen@property-appraiser.org](mailto:kpen@property-appraiser.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Katrina S. Scarborough".

Katrina S. Scarborough, CFA, CCF, MCF  
[www.property-appraiser.org](http://www.property-appraiser.org)

**2505 E IRLO BRONSON MEMORIAL HWY  
KISSIMMEE, FL 34744  
(407) 742-5000**

**INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this 6th day of April, 2020, by and between Sunbridge Stewardship District and **Katrina S. Scarborough, Osceola County Property Appraiser** (Property Appraiser), who understand and agree as follows:

**WITNESSETH**

**Whereas**, Sunbridge Stewardship District has declared its intent to use the uniform method of collecting non-ad valorem assessment as authorized by section 197.3631, Florida Statutes, pursuant to the method provided for in sections 197.3632 and 197.3635, Florida Statutes.

**Whereas**, section 197.3632(2), Florida Statutes, requires that a written agreement be entered into between Sunbridge Stewardship District and Property Appraiser providing for reimbursement by Sunbridge Stewardship District of the necessary administrative costs incurred by the Property Appraiser under section 197.3632.

**Now Therefore** the parties agree that:

1. The Property Appraiser shall perform those services specified in section 197.3632, to be performed by a property appraiser for the benefit of Sunbridge Stewardship District. In performing those services, the Property Appraiser may obtain the assistance of Osceola County.
2. Sunbridge Stewardship District shall reimburse the Property Appraiser for all necessary administrative costs incurred providing such services, including any administrative costs incurred by Osceola County at the request of the Property Appraiser as set forth in section 197.3632(2).
3. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming as prescribed in section 197.3632(2). Sunbridge Stewardship District also agrees to hold the Property

Appraiser harmless for any and all costs, court costs, and attorney's fees resulting from or arising from any and all challenges, both administrative and judicial, which the Property Appraiser may be required to defend involving the imposition and/or levy of non-ad valorem assessment. All such administrative costs and additional costs, court costs, and attorney's fees incurred by the Property Appraiser in both administrative and judicial challenges shall be paid to the Property Appraiser within fifteen (15) days of the presentment of a statement or invoice setting forth the amount due and the reason therefore.

4. This Agreement is the minimum necessary to implement the law and will be amended as necessary from time to time to clarify or supplement the provisions hereof.

5. The parties hereto agree that the Property Appraiser, by executing this Agreement and agreeing to assist Sunbridge Stewardship District in the collection of non-ad valorem assessments, does not warrant either the legal efficacy or validity of any levies made by Sunbridge Stewardship District as non-ad valorem assessments, or the correctness of the amount of the levy or charge imposed against the parcels of property to be subject to the levy, or any individual parcel subject to said levy.

6. The parties agree that any errors made in the amount of the levy or imposition or any other errors of omission or commission regardless of the nature or cause of same, shall be processed and corrected exclusively and solely by Sunbridge Stewardship District and that the Property Appraiser shall not be responsible for same. The parties further agree that all requests or claims made by any affected property owner for correction shall be processed exclusively by Sunbridge

Stewardship District and shall be filed with Sunbridge Stewardship District, or its designee, provided that its designee shall not be the Property Appraiser.

7. The term of this Agreement shall commence with the 2020 non-ad valorem assessment rolls of Sunbridge Stewardship District and shall continue and extend uninterrupted from year to year from the effective date as indicated below unless a notice of discontinuance shall be issued by any party. A notice of discontinuance shall be in writing and shall be delivered not less than ninety (90) days in advance of the commencement of the next fiscal year of Sunbridge Stewardship District save and except during those years when Sunbridge Stewardship District in timely fashion notifies the Tax Collector and the Property Appraiser that it needs to collect and enforce the assessment pursuant to other provisions of law.

8. The parties to this Agreement agree to consult and cooperate as necessary and practical for the efficient and timely listing, preparation, submissions, certification, collection and enforcement against delinquencies of Sunbridge Stewardship District non-ad valorem or special assessment rolls and levies, including provision by Sunbridge Stewardship District to the other parties of any staff assistance reasonably necessary and required to effect the purposes of this Agreement.

9. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or discontinued, unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement

shall remain in full force and effect, unless such provision found to be invalid alter substantially the benefits of the Agreement for either of the parties or renders the statutory and regulatory obligations unperformable.

11. This Agreement shall be governed by the laws of the State of Florida.

12. Written notice shall be given to the parties at the following address, or such other place or person as each of the parties shall designate by similar notice:

a. Sunbridge Stewardship District: 12051 Corporate Blvd.  
Orlando, FL 32817

b. Property Appraiser: 2505 E. Irlo Bronson Memorial Highway  
Kissimmee, Florida 34744-4909

**In Witness Where of** the parties have hereunto set their hand and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

**ATTEST:**

**Sunbridge Stewardship District**

By: \_\_\_\_\_

By: \_\_\_\_\_

As authorized for execution by the \_\_\_\_\_ of Sunbridge Stewardship District at its \_\_\_\_\_ regular meeting

**WITNESSES:**

  
\_\_\_\_\_  
Haiana Cortines

**OSCEOLA COUNTY PROPERTY APPRAISER:**

  
\_\_\_\_\_  
Katrina S. Scarborough, CFA, CCF, MCF  
Osceola County Property Appraiser

# **Sunbridge Stewardship District**

**Data Sharing and Usage Agreement**  
*(provided under separate cover)*

# **Sunbridge Stewardship District**

**First Amendment to Agreement with  
Newagetutors LLC, D/B/A Vglobaltech, for  
Website Auditing, Remediation, and  
Maintenance Services**

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE SUNBRIDGE STEWARDSHIP DISTRICT AND NEWAGETUTORS LLC, D/B/A VGLOBALTECH, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES**

This First Amendment (“First Amendment”) is made and entered into this 23<sup>rd</sup> day of April, 2020, by and between:

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

**NEWAGETUTORS LLC, D/B/A VGLOBALTECH**, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**" and, together with the District, the "**Parties**").

**RECITALS**

**WHEREAS**, on October 17, 2019, the District and the Contractor entered into an agreement for website auditing, remediation and maintenance services (the “Services Agreement”) attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Section 10M of the Services Agreement, the parties desire to amend the Services Agreement to provide for additional service areas; and

**WHEREAS**, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

**SECTION 1.** The Services Agreement is hereby affirmed and the parties hereto agree that it continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Services Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

**SECTION 2.** The Services Agreement is hereby amended as follows:

- A. The Services Agreement is hereby amended to reflect the updated scope of services pursuant to Contractor’s proposal for additional services dated April 7, 2020, which proposal is attached hereto as **Exhibit B**.

- B. Compensation for the services shall be amended in accordance with **Exhibit B**. Such payment shall be due and payable in accordance with the terms of the Services Agreement. To the extent that any terms or conditions found in **Exhibit B** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

**SECTION 3.** All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

**IN WITNESS WHEREOF**, the parties hereto have signed this First Amendment to the Services Agreement on the day and year first written above.

ATTEST:

**SUNBRIDGE STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**NEWAGETUTORS LLC, D/B/A  
VGLOBALTECH**, a Florida limited liability  
company

\_\_\_\_\_  
By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

Exhibit A: Services Agreement  
Exhibit B: Proposal

## Exhibit A

### AGREEMENT BETWEEN THE SUNBRIDGE STEWARDSHIP DISTRICT AND NEWAGETUTORS LLC, D/B/A VGLOBALTECH, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

**THIS AGREEMENT** (this "**Agreement**") is entered into as of this 17<sup>th</sup> day of October, 2019, by and between:

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

**NEWAGETUTORS LLC, D/B/A VGLOBALTECH**, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**").

#### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 2017-220, *Laws of Florida*; and

**WHEREAS**, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

**WHEREAS**, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**") based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.0 and 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"), and to remediate or otherwise convert the Website and to routinely audit the same to ensure continued compliance with the WCAG, and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

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

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

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. SCOPE OF WORK.** Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**. Specifically, Services include the following:

**A. MAINTENANCE.** Contractor shall provide an ongoing maintenance of the Website

to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. perform quarterly technological and human audits (four times per year) per the Florida Insurance Alliance guidelines, which may be amended or updated from time to time, and provide full audit reports of compliance status, including recommended actions to remedy the findings, if any. Performance of audits shall be conducted by Contractor and its subcontractor, as may be necessary;
- ii. remediate any insufficiencies found as a result of technological and human audits, including but not limited to performing full compliance checks, automated testing, screen magnifier and reader testing;
- iii. provide Contractor's ADA compliance shield(s), such as the Digital Asset Technical Compliance Seal and the Human Audit Seal, which shall renew on a quarterly basis, for display and use on the Website;
- iv. ensure that the Website and any new content uploaded to the Website is compliant with WCAG and other federally recommended guidelines; and
- v. provide all Services described in **Exhibit A** and any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**.

The District and Contractor understand and acknowledge that the Services are in addition to Contractor's previously provided remediation services, which included the conversion of the Website into an ADA compliant format in accordance with WCAG and other federally recommended guidelines, as may be amended from time to time, and continued provision of website accessibility policy demonstrating commitment to accessibility for persons with disabilities. Furthermore, the District and Contractor understand and agree that maintenance services provided in this Section are in addition to any other maintenance service obligations Contractor may have, either directly with the District or with PFM Group Consulting LLC, including but not limited to providing assistive support via regularly corresponding with the District staff regarding remediation of existing or new documents, providing updates to the Website, remediating new documents identified by the District to accessible formats for assistive technologies, including but not limited to new agenda materials, and providing recommendations of remedial actions, as needed.

**B. ADDITIONAL SERVICES.** In the event the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing additional technical and human audit(s) of the Website;
- ii. providing a point of contact to respond to public's requests for Website accommodation;
- iii. converting documents for public records requests received by the District;
- iv. providing any other ADA recommended compliance services requested by

the District that Contractor is capable of performing.

**C.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services.

**SECTION 3. COMPENSATION.** As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

**A. MAINTENANCE.** For Contractor's performance of the Services, the District shall pay One Thousand Two Hundred Dollars (\$1,200.00) per year, payable in quarterly installments of Three Hundred Dollars (\$300.00) after each quarterly audit event has been completed.

**B. INVOICES; PAYMENT.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

**SECTION 4. TERM AND TERMINATION.**

**A. TERM.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

**B. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

**SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

**SECTION 6. INTELLECTUAL PROPERTY.**

**A. CONTRACTOR MATERIALS.** Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

**B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

**C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY.**

Pursuant to this Agreement, the Contractor shall provide the District with applicable Compliance Shield(s) and customized accessibility policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the compliance shield(s) for any purpose not specifically authorized by this Agreement, and in no event may use such compliance shields for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

**SECTION 7. 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, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Hank Fishkind** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor 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 Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.**

**SECTION 8. INDEMNITY.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents (including, but not limited to Lighthouse Central Florida, Inc., or any other company or individual performing human audits as required by Section 2 of this Agreement) in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify

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

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

**C.** In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8.

**SECTION 9. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

#### **SECTION 10. GENERAL PROVISIONS.**

**A. CONFLICTS.** The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

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

**C. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**D. DISPUTE RESOLUTION.** Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "Dispute") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**E. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in Osceola County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

**F. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

**H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement

against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**I. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

|                          |   |
|--------------------------|---|
| <b>If to Contractor:</b> | NewAgeTutors LLC<br>d/b/a VGlobalTech<br>636 Fanning Drive<br>Winter Springs, Florida 32708<br>Attn: Vaibhav V. Joshi |
| <b>If to District:</b>   | Sunbridge Stewardship District<br>12051 Corporate Boulevard<br>Orlando, Florida 32817<br>Attn: District Manager       |
| <b>With a copy to:</b>   | Hopping Green & Sams PA<br>119 South Monroe Street, Suite 300<br>Tallahassee, Florida 32301<br>Attn: District Counsel |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. 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.

**J. ENTIRE AGREEMENT.** This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

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

**L. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

**M. AMENDMENTS.** This Agreement may be amended or modified only by a written instrument duly executed by both parties.

**N. FORCE MAJEURE.** If either party is prevented from performing any of its obligations

under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

**O. SURVIVAL.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

**P. WAIVER.** No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

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

**R. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**S. DESCRIPTIVE HEADINGS.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

SUNBRIDGE STEWARDSHIP DISTRICT

*Carol L. Warren*  
\_\_\_\_\_  
Post Secretary

*Richard Flores*  
\_\_\_\_\_  
Chairman, Board of Supervisors

WITNESS:

NEWAGETUTORS LLC, D/B/A  
VGLOBALTECH, a Florida limited  
liability company

*Y.V. Joshi*  
\_\_\_\_\_  
Print Name: **Yogini Joshi**

*Joshi V.*  
\_\_\_\_\_  
By: Vaibhav V. Joshi, Owner

04/09/2020

Exhibit A: Proposal for Services

## Exhibit A

### Proposal for Services

#### 1.0 The Law

Source: [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/Sections/0189.069.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html)

#### **189.069 Special districts; required reporting of information; web-based public access. —**

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

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of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.
  10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
  11. The budget of the special district and any amendments thereto in accordance with s.189.016.
  12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
  13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
  14. The public facilities report, if applicable.
  15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
  16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.
- (b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

## 2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**

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## 2.1 Common Problems and Solutions in Website Accessibility?

### 2.1.1 Problem: Images Without Text Equivalents

#### Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a "longdesc" tag for large amounts, to each image and graphic on your agency's website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor's picture, adding an "alt" tag with the words "Photograph of Mayor Jane Smith" provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a "longdesc" tag that includes a text equivalent description of each location shown on the map – e.g., "City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue."

### 2.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### 2.1.3 Problem: Specifying Colors and Font Sizes

#### Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

### 3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** [https://vglobaltech.com/wp-content/uploads/2019/03/FIA\\_ADA\\_Guidelines-2019-2020.pdf](https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf)

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

**Together we are now able to provide not one but two compliance seals for all our customers:**

#### 1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

#### 2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

**Cost for Audit: \$1200 / per year – Includes 4 Audits**

- Can be paid yearly for all 4 audits (\$1200) or can be paid per audit every quarter \$300
- Seals renewed every quarter
- Audits are conducted by VGlobalTech
- Full Audit reports

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## Exhibit B

### Website Maintenance Proposal For Sunbridge Stewardship District

| Date          | Version# | Comments         | Author   |
|---------------|----------|------------------|----------|
| April 7, 2020 | 1.0      | Created Proposal | VB Joshi |



*VGlobalTech is the ADA, WCAG Compliance Expert and leading Web design company, with over 300 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal. Visit <https://vglobaltech.com/website-compliance/> for details.*

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**Any violations are punishable under the law and shall be prosecuted.**

*\* VGlobalTech has developed unique ADA and WCAG compliance expertise, optimized website templates, compliance multi-step procedure and quality control, document conversion software and test procedures. Contact us for details of VGlobalTech's Intellectual Property.*

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## 1.0 Pricing

### 1.1 Monthly Maintenance, Hosting and Email Support

Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

|  | Task   |
|--|--|
| 1.   | Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). <b>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</b>  |
| 2.   | PDF Documents conversion (to Text, HTML etc) as needed ( <b>new documents during the maintenance year only</b> ) for ADA Compliance / Reader Compliance. VGlobalTech's <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs. |
| 3.   | Email accounts setup and support   |
| <p><b>Total Monthly Maintenance with full content upload, document conversion:</b><br/><b>\$100 / month</b></p> <p>*support beyond 10 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any)<br/>***Monthly maintenance must be paid before the 10<sup>th</sup> of every month</p> |  |

This proposal includes following points, stipulations terms and conditions:

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

**2.0 Proposal Acceptance:**

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

**Website, Monthly Maintenance w/ Hosting and Email support**

**Signatures:**

\_\_\_\_\_  
For Customer Date

VB Joshi  
\_\_\_\_\_  
For VGlobalTech Date

# **Sunbridge Stewardship District**

**Master Assessment Methodology Report  
for Operations and Maintenance  
- Del Webb 2019 Assessment Area**



**MASTER  
ASSESSMENT  
METHODOLOGY REPORT  
FOR OPERATIONS AND  
MAINTENANCE  
SUNBRIDGE STEWARDSHIP  
DISTRICT  
2019 Assessment Area and Del  
Webb 2019 Assessment Area**

**April 28, 2020**

**Prepared for**

**Board of Supervisors  
Sunbridge Stewardship District**

**Prepared by**

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

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## **Master Assessment Methodology Report for Operations and Maintenance Sunbridge Stewardship District Del Webb 2019 Assessment Area**

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### **1.0 Background**

The Sunbridge Stewardship District (“District”) was established on June 6, 2017 is 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 adopted Resolution 2020-06 approving its capital improvement plan, engineer’s report and assessment methodology designed to fund the infrastructure needed to develop Phase 1 of Sunbridge.<sup>1</sup> 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 provides a methodology whereby the District allocates the cost of its operations and maintenance budget to benefitting properties in the Phase 1 Area (“Properties”). The District adopts its operations and maintenance budget annually, so the amounts allocated will change accordingly. However, the methodology for allocating these costs remains the same until such time as the District determines to update its allocation method.

### **2.0 Proposed Budget for Operations and Maintenance FY2021**

Table 1 presents the proposed budget for FY2021. The District anticipates a budget totaling \$206,875.

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<sup>1</sup> Poulas & Bennet (December 5, 2019), “Supplemental Engineer’s Report for Capital Improvements – Del Webb 2019 Assessment Area” and PFM (December 5, 2019), “Master Assessment Methodology Report”

**Table 1. Proposed Budget for Operations and Maintenance FY2021**

|   | FY 2020<br>Adopted<br>Budget | FY 2021<br>Proposed<br>Budget |
|---|------------------------------|-------------------------------|
| <b><u>Revenues</u></b>                              |                              |                               |
| Developer Contributions                             | \$178,200                    | \$206,875                     |
| <b>Net Revenues</b>                                 | <b>\$178,200</b>             | <b>\$206,875</b>              |
| <b><u>General &amp; Administrative Expenses</u></b> |                              |                               |
| D&O Insurance                                       | \$2,475                      | \$2,700                       |
| Trustee Services                                    | \$6,000                      | \$6,000                       |
| Management  | \$50,000                     | \$70,000                      |
| Engineering   | \$12,000                     | \$12,000                      |
| Dissemination Agent                                 | \$5,000                      | \$5,000                       |
| Assessment Administration                           | \$0                          | \$7,500                       |
| District Counsel                                    | \$25,000                     | \$25,000                      |
| Reamortization Schedules                            | \$125                        | \$125                         |
| Audit   | \$6,000                      | \$6,000                       |
| Travel and Per Diem                                 | \$500                        | \$500                         |
| Telephone   | \$200                        | \$200                         |
| Postage & Shipping                                  | \$300                        | \$300                         |
| Copies  | \$500                        | \$500                         |
| Legal Advertising                                   | \$8,000                      | \$8,000                       |
| Web Site Maintenance                                | \$2,400                      | \$2,400                       |
| Dues, Licenses, and Fees                            | \$200                        | \$175                         |
| General Insurance                                   | \$3,025                      | \$3,200                       |
| Landscaping Maintenance & Material                  | \$50,000                     | \$50,000                      |
| Quickbooks Subscription                             | \$0                          | \$800                         |
| Contingency   | \$6,475                      | \$6,475                       |
| <b>Total General &amp; Administrative Expenses</b>  | <b>\$178,200</b>             | <b>\$206,875</b>              |
| <b>Total Expenses</b>                               | <b>\$178,200</b>             | <b>\$206,875</b>              |
| <b>Net Income (Loss)</b>                            | <b>\$0</b>                   | <b>\$0</b>                    |

### 3.0 Allocation Methodology

The District’s operations and maintenance budget is usefully divided into two components: (a) administration and (b) field operations. The administrative component includes all the general and administrative costs shown in the budget presented in Table 1 except for the landscaping maintenance and materials. These costs are best considered to be field operations. This distinction between administration and field operations is useful in allocating costs in proportion to the benefits to the Properties.

All Properties benefit more or less equally from the administrative functions of the District. However, field operations primarily benefit developed properties as distinct from undeveloped land. Presently, none of the land in the District is developed. However, that will certainly not always be the case. Therefore, it is useful to establish a consistent allocation methodology to be used as lands in the District develop.

Considering these facts, it is appropriate to allocate the cost for the administrative functions of the District on an equal acreage basis until the Properties are platted. Once platted, the Properties would be allocated their share of the administrative costs using the same methodology adopted by the District for capital assessments, the equivalent residential unit (“ERU”) method. The costs for the field operations benefit the platted Properties not the unplatted Properties. Costs for field operations are allocated to platted Properties using the ERU method. Using this methodology Table 2 shows the allocation of costs for the FY2021 operations and maintenance budget.

**Table 2. Allocation of Operation and Maintenance Costs of FY2021 Budget**

| Category                              | Amounts   |
|---------------------------------------|-----------|
| District Budget FY2021 less landscape | \$206,875 |
| Phase 1 Project Area Acreage          | 2,096     |
|                                       | =====     |
| Cost per Acre                         | \$99      |
| Acres per Sub Area                    |           |
| Dell Web Project Area                 | 711       |
| Balance of Project Area               | 1,385     |
| Cost per Sub Area                     |           |
| Dell Web Project Area                 | \$70,176  |
| Balance of Project Area               | \$136,699 |

**Sunbridge  
Stewardship District**

**Resolution 2020-10,  
Approving a Build Out Budget and  
Levying an Assessment  
*(provided under separate cover)***

**Sunbridge  
Stewardship District**

**Resolution 2020-11,  
Approving a Preliminary Budget for Fiscal Year  
2021 and Setting a Public Hearing Date**  
*[suggested date of August 6, 2020]*

## RESOLUTION 2020-11

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT APPROVING A PROPOSED BUDGET FOR THE FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors ("Board") of the Sunbridge Stewardship District ("District") a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

**SECTION 1. APPROVAL OF PROPOSED BUDGET.** The Proposed Budget prepared by the District Manager for the Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

**SECTION 2. SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 6, 2020

HOUR: 3:30 P.M.

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

**SECTION 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Osceola County at least 60 days prior to the hearing set above.

**SECTION 4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

**SECTION 5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED this 21<sup>ST</sup> day of May, 2020.**

Attest:

**SUNBRIDGE STEWARDSHIP DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Fiscal Year 2020/2021 Proposed Budget

**Sunbridge Stewardship District**  
**FY 2021 O&M Proposed Budget**

|   | Year To Date                 |                            |                              |                              |                               |
|---|------------------------------|----------------------------|------------------------------|------------------------------|-------------------------------|
|   | Actual Through<br>02/29/2020 | Anticipated Mar.<br>- Sep. | Anticipated<br>Total FY 2020 | FY 2020<br>Adopted<br>Budget | FY 2021<br>Proposed<br>Budget |
| <b><u>Revenues</u></b>                              |                              |                            |                              |                              |                               |
| Developer Contributions                             | \$ 43,542.50                 | \$ 106,767.54              | \$ 150,310.04                | \$ 178,200.00                | \$ 206,875.00                 |
| <b>Net Revenues</b>                                 | <b>\$ 43,542.50</b>          | <b>\$ 106,767.54</b>       | <b>\$ 150,310.04</b>         | <b>\$ 178,200.00</b>         | <b>\$ 206,875.00</b>          |
| <b><u>General &amp; Administrative Expenses</u></b> |                              |                            |                              |                              |                               |
| D&O Insurance                                       | \$ 2,306.00                  | \$ -                       | \$ 2,306.00                  | \$ 2,475.00                  | \$ 2,700.00                   |
| Trustee Services                                    | -                            | 3,500.00                   | 3,500.00                     | 6,000.00                     | 6,000.00                      |
| Management  | 20,833.35                    | 29,166.65                  | 50,000.00                    | 50,000.00                    | 70,000.00                     |
| Engineering   | -                            | 7,000.00                   | 7,000.00                     | 12,000.00                    | 12,000.00                     |
| Dissemination Agent                                 | -                            | 2,916.67                   | 2,916.67                     | 5,000.00                     | 5,000.00                      |
| Assessment Administration                           | -                            | -                          | -                            | -                            | 7,500.00                      |
| District Counsel                                    | 16,147.31                    | 22,606.23                  | 38,753.54                    | 25,000.00                    | 25,000.00                     |
| Reamortization Schedules                            | -                            | 125.00                     | 125.00                       | 125.00                       | 125.00                        |
| Audit   | -                            | 3,000.00                   | 3,000.00                     | 6,000.00                     | 6,000.00                      |
| Travel and Per Diem                                 | 36.48                        | 291.67                     | 328.15                       | 500.00                       | 500.00                        |
| Telephone   | -                            | 116.67                     | 116.67                       | 200.00                       | 200.00                        |
| Postage & Shipping                                  | 11.35                        | 175.00                     | 186.35                       | 300.00                       | 300.00                        |
| Copies  | -                            | 291.67                     | 291.67                       | 500.00                       | 500.00                        |
| Legal Advertising                                   | 1,936.77                     | 2,711.48                   | 4,648.25                     | 8,000.00                     | 8,000.00                      |
| Web Site Maintenance                                | 500.00                       | 700.00                     | 1,200.00                     | 2,400.00                     | 2,400.00                      |
| Dues, Licenses, and Fees                            | 175.00                       | -                          | 175.00                       | 200.00                       | 175.00                        |
| General Insurance                                   | 2,819.00                     | -                          | 2,819.00                     | 3,025.00                     | 3,200.00                      |
| Landscaping Maintenance & Material                  | -                            | 29,166.67                  | 29,166.67                    | 50,000.00                    | 50,000.00                     |
| Quickbooks Subscription                             | -                            | -                          | -                            | -                            | 800.00                        |
| Contingency   | -                            | 3,777.08                   | 3,777.08                     | 6,475.00                     | 6,475.00                      |
| <b>Total General &amp; Administrative Expenses</b>  | <b>\$ 44,765.26</b>          | <b>\$ 105,544.78</b>       | <b>\$ 150,310.04</b>         | <b>\$ 178,200.00</b>         | <b>\$ 206,875.00</b>          |
| <b>Total Expenses</b>                               | <b>\$ 44,765.26</b>          | <b>\$ 105,544.78</b>       | <b>\$ 150,310.04</b>         | <b>\$ 178,200.00</b>         | <b>\$ 206,875.00</b>          |
| <b>Net Income (Loss)</b>                            | <b>\$ (1,222.76)</b>         | <b>\$ 1,222.76</b>         | <b>\$ -</b>                  | <b>\$ -</b>                  | <b>\$ -</b>                   |

**Sunbridge  
Stewardship District**

**District Management Fee Increase Letter  
for Fiscal Year 2021**



May 14, 2020

Mr. Richard Levey  
Chairman of the Board of Supervisors  
Sunbridge Stewardship District  
12051 Corporate Boulevard  
Orlando, FL 32817

Dear Mr. Levey:

**pfm**

---

12051 Corporate Blvd.  
Orlando, FL 32817  
407.723.5900

---

**pfm.com**

Thank you for the opportunity to continue serving as District Manager to the Sunbridge Stewardship District (the "District"). The agreement in place between our firm and the District dated January 17, 2019 provides for the review and adjustment annually of our fees pursuant to the District's annual budget process. As the District is adding water management services, we are respectfully requesting a fee increase from \$50,000 to \$70,000 for the year.

Please note this change will be effective on the billing for October 2020, in conjunction with the District's new Fiscal Year.

Provided the changes are acceptable, please have an authorized official of the District sign and return a copy of this letter to us to acknowledge the increase.

Sincerely,  
**PFM GROUP CONSULTING LLC**

---

Senior Managing Consultant

Accepted by:

---

(Signature)

---

(Print Name)

---

(Date)

**Sunbridge  
Stewardship District**

**Payment Authorization  
Nos. 77 - 81 & 83 - 90**

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 077**

1/24/2020

| Item No.     | Vendor                      | Invoice Number  | General Fund       |
|--------------|-----------------------------|-----------------|--------------------|
| 1            | <b>PFM Group Consulting</b> |                 |                    |
|              | DM Fee: January 2020        | DM-01-2020-0062 | \$ 4,166.67        |
|              | Website Fee: January 2020   | DM-01-2020-0063 | \$ 100.00          |
| <b>TOTAL</b> |                             |                 | <b>\$ 4,266.67</b> |



Board Member

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

RECEIVED FEB 09 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

## Payment Authorization No. 078

2/7/2020

| Item No.     | Vendor  | Invoice Number | General Fund       |
|--------------|---|----------------|--------------------|
| 1            | <b>Hopping Green &amp; Sams</b><br>General Counsel Through 12/31/2019 | 112468         | \$ 2,263.76        |
| 2            | <b>Osceola News-Gazette</b><br>Legal Advertising on 01/30/2020        | 181380         | \$ 51.26           |
| 3            | <b>PFM Group Consulting</b><br>Reimbursables: November 2019           | OE-EXP-00581   | \$ 2.00            |
| <b>TOTAL</b> |   |                | <b>\$ 2,317.02</b> |



Board Member

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

RECEIVED FEB 09 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

## Payment Authorization No. 079

2/14/2020

| Item No.     | Vendor                          | Invoice Number | General Fund     |
|--------------|---------------------------------|----------------|------------------|
| 1            | <b>Osceola News-Gazette</b>     |                |                  |
|              | Legal Advertising on 11/14/2019 | 154341         | \$ 482.13        |
|              | Legal Advertising on 11/21/2019 | 154341         | \$ 478.37        |
| <b>TOTAL</b> |                                 |                | <b>\$ 960.50</b> |



Board Member

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12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED FEB 17 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

## Payment Authorization No. 080

2/21/2020

| Item No.     | Vendor   | Invoice Number                     | General Fund             |
|--------------|--|------------------------------------|--------------------------|
| 1            | <b>Hopping Green &amp; Sams</b><br>General Counsel Through 01/31/2020              | 112714                             | \$ 6,913.00              |
| 2            | <b>PFM Group Consulting</b><br>DM Fee: February 2020<br>Website Fee: February 2020 | DM-02-2020-0062<br>DM-02-2020-0063 | \$ 4,166.67<br>\$ 100.00 |
| <b>TOTAL</b> |  |                                    | <b>\$ 11,179.67</b>      |



Board Member

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12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED FEB 24 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 081

2/28/2020

| Item No.     | Vendor                      | Invoice Number | General Fund    |
|--------------|-----------------------------|----------------|-----------------|
| 1            | <b>PFM Group Consulting</b> |                |                 |
|              | Billable Expenses           | 108447         | \$ 36.48        |
|              | January Reimbursables       | OE-EXP-00696   | \$ 5.35         |
| <b>TOTAL</b> |                             |                | <b>\$ 41.83</b> |



Board Member

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12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED MAR 02 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

## Payment Authorization No. 083

3/13/2020

| Item No.     | Vendor   | Invoice Number                     | General Fund             |
|--------------|--|------------------------------------|--------------------------|
| 1            | <b>Osceola News-Gazette</b><br>Legal Advertising on 03/12/2020               | 200638                             | \$ 54.27                 |
| 2            | <b>PFM Group Consulting</b><br>DM Fee: March 2020<br>Website Fee: March 2020 | DM-03-2020-0062<br>DM-03-2020-0063 | \$ 4,166.67<br>\$ 100.00 |
| <b>TOTAL</b> |  |                                    | <b>\$ 4,320.94</b>       |



Board Member

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c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED MAR 21 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 084**

3/20/2020

| Item No. | Vendor  | Invoice Number | General Fund       |
|----------|---|----------------|--------------------|
| 1        | <b>Hopping Green &amp; Sams</b><br>General Counsel Through 02/29/2020 | 113515         | \$ 8,578.65        |
|          |   | <b>TOTAL</b>   | <b>\$ 8,578.65</b> |



Board Member

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

RECEIVED APR 05 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 085**

4/3/2020

| Item No.     | Vendor   | Invoice Number | General Fund    |
|--------------|--|----------------|-----------------|
| 1            | <b>Osceola News-Gazette</b><br>Legal Advertising on 03/26/2020 | 206250         | \$ 54.27        |
| <b>TOTAL</b> |  |                | <b>\$ 54.27</b> |



Board Member

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12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED APR 05 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 086**

4/10/2020

| Item No. | Vendor                               | Invoice Number | General Fund |
|----------|--------------------------------------|----------------|--------------|
| 1        | Carr Riggs & Ingram<br>FY 2019 Audit | 16867309       | \$ 1,000.00  |
| TOTAL    |                                      |                | \$ 1,000.00  |



Board Member

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c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED APR 12 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 087  
4/17/2020

| Item No.     | Vendor   | Invoice Number | General Fund     |
|--------------|--|----------------|------------------|
| 1            | <b>Osceola News-Gazette</b><br>Legal Advertising on 04/16/2020 | 211037         | \$ 111.58        |
| <b>TOTAL</b> |  |                | <b>\$ 111.58</b> |



Board Member

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c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED APR 19 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 088**

4/24/2020

| Item No.     | Vendor                      | Invoice Number  | General Fund       |
|--------------|-----------------------------|-----------------|--------------------|
| 1            | <b>PFM Group Consulting</b> |                 |                    |
|              | DM Fee: April 2020          | DM-04-2020-0062 | \$ 4,166.67        |
|              | Website Fee: April 2020     | DM-04-2020-0063 | \$ 100.00          |
| <b>TOTAL</b> |                             |                 | <b>\$ 4,266.67</b> |



Board Member

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

RECEIVED APR 27 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

**Payment Authorization No. 089**

5/1/2020

| Item No. | Vendor  | Invoice Number | General Fund    |
|----------|---|----------------|-----------------|
| 1        | <b>PFM Group Consulting</b><br>Billable Expenses: November 2019 | 107887         | \$ 25.98        |
|          |   | <b>TOTAL</b>   | <b>\$ 25.98</b> |



Board Member

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

RECEIVED MAY 03 2020

# SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 090

5/8/2020

| Item No. | Vendor  | Invoice Number | General Fund       |
|----------|---|----------------|--------------------|
| 1        | <b>Carr Riggs &amp; Ingram</b><br>FY 2019 Audit                       | 16899281       | \$ 750.00          |
| 2        | <b>Hopping Green &amp; Sams</b><br>General Counsel Through 03/31/2020 | 114391         | \$ 1,967.00        |
|          |   | <b>TOTAL</b>   | <b>\$ 2,717.00</b> |



Board Member

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

RECEIVED MAY 11 2020

# **Sunbridge Stewardship District**

**District's Financial Position and  
Budget to Actual YTD**  
*(provided under separate cover)*