

Sunbridge Stewardship District

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

<https://www.sunbridgesd.com>

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 **September 3, 2020 at 3:30 p.m.** 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, 20-69, and 20-193.

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 & 20-193
- 2. Consideration of the Minutes of the August 21, 2020 Board of Supervisors' Meeting

Business Matters

3. Consideration of the Lighting Installation, Upgrade and Service Agreement (*Cyrils Drive Phase 1*)
4. Consideration of Cyrils Drive Mobility Fee Credit Agreement (*provided under separate cover*)
5. Consider of Mobility Free Credit Administration Agreement (*provided under separate cover*)
6. Ratification of Payment Authorization No. 101
7. Review of District's Financial Position and Budget to Actual YTD

Other Business

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

Adjournment



Sunbridge Stewardship District

**Executive Orders
20-52, 20-69 & 20-193**

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:

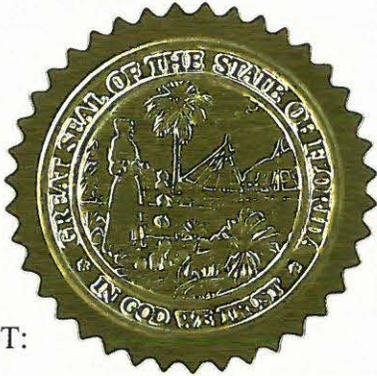
- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

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.

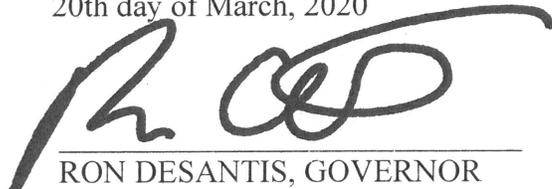
Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

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 20-193

(Amending Executive Order 20-179)

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

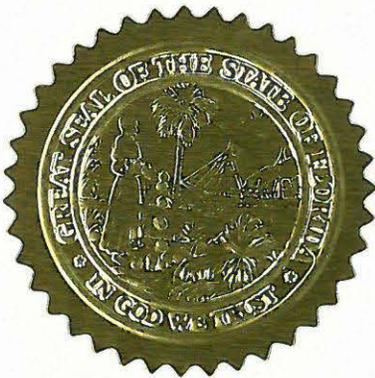
WHEREAS, Executive Order 20-69, as amended by Executive Order 20-179, requires amendment to provide local government bodies with additional time to notice their meetings.

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.

Section 3. of Executive Order 20-179 is amended to read, as follows:

Except as amended herein, I hereby extend Executive Order 20-69, as extended by Executive Orders 20-112, 20-123, 20-139 and 20-150, until 12:01 a.m. on October 1, 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 7th day of August, 2020.

A large, stylized blue ink signature of Ron DeSantis is written over a horizontal line.

RON DESANTIS, GOVERNOR

ATTEST:

A cursive signature of Laurel M. Lee is written in black ink.

SECRETARY OF STATE

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

2020 AUG - 7 PM 4:32

FILED

**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 meeting of the Board of Supervisors on **September 3, 2020 at 3:30 p.m.** to be conducted 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, 20-69 and 20-193 issued by Governor DeSantis 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 or contact mullinsl@pfm.com beginning seven (7) days in advance of the meeting to obtain access information. 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) 723-5935 or mullinsl@pfm.com by September 2, 2020 3:30 p.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) 723-5935, mullinsl@pfm.com (“**District Manager’s Office**”) during normal business hours or on the District’s website 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 August 21, 2020
Board of Supervisors' Meeting**

MINUTES OF MEETING

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

Friday, August 21, 2020 at 9:00 a.m.

Via telephonic conferencing due to the COVID-19 Executive Orders 20-52, 20-69, & 20-179.

Board Members Present:

Richard Levey	Chair
Rob Adams	Vice-Chair
Brent Schademan	Board Member
Julie Salvo	Board Member
Frank Paris	Board Member

Also Present:

Lynne Mullins	PFM
Jennifer Walden	PFM
Amanda Lane	PFM
Kevin Plenzler	PFM Financial Advisors, LLC
Johnathan Johnson	District Counsel
Clint Beaty	Tavistock
Christie Baxter	Poulos & Bennett
JD Humphreys	Suburban Land Reserve, Inc.

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

Dr. Levey noted for the record there were no members of the public present.

THIRD ORDER OF BUSINESS

Discussion regarding Executive Orders 20-52, 20-69, & 20-179

Ms. Mullins stated Executive Orders 20-52, 20-69 and 20-179 included in the packet are these executive orders which state that the District is able to hold their meetings via telephonic conferencing due to the COVID-19 situation. Also, included is a proof of the ad that was placed for today's meeting which notes those executive orders as well as the telephonic conferencing information. Additionally, new orders came out last week (EO 20-193) which has extended using telephonic conferencing through the end of September. No action is required by happy to answer any questions.

FOURTH ORDER OF BUSINESS

**Consideration of the Minutes from the
May 21, 2020 Board of Supervisors'
Meeting**

The Board reviewed the minutes for the May 21, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Schademan, seconded by Mr. Adams, with all in favor, the Board approved the minutes for the May 21, 2020 Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

**Consideration of the Minutes the July
6, 2020 Board of Supervisors' Special
Meeting**

The Board reviewed the minutes for the July 6, 2020 Board of Supervisors' Special Meeting.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board approved the minutes for the July 6, 2020 Board of Supervisors' Special Meeting.

SIXTH ORDER OF BUSINESS

**Discussion regarding Materials on the
District Website**

Ms. Mullins noted included in your agenda is the memo from District Counsel listing out the Florida Legislature recently enacted amendments to the website requirements effective July 1, 2020. The main three items are:

- The requirement to post 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 may be satisfied by providing a link to the audit report on the Auditor General's website.
- The public facilities report is no longer required to be posted.
- Meeting materials accompanying meeting or workshop agendas are no longer required to be posted. Please note that the agenda itself is still required to be posted.

Dr. Levey stated that some of the sister districts wanted to keep things transparent and keep these items on the website. Further discussion took place. The Board elected to continue posting these items in effort to stay consistent and transparent. No action was required.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-14,
Election of Officers**

Ms. Mullins noted the current slate is Richard as Chair, Rob as Vice Chair, Jennifer Walden as Secretary, Lynne, Cristyann, Ralph and Heather as Assistant Secretaries, Amanda as Treasure and Jennifer Glasgow as Assistant Treasurer. District Staff recommends Lynne Mullins as Secretary, Jennifer Walden, Brent Schademan, Julie Salvo and Frank Paris as Assistant Secretaries and keeping the rest of the slate the same.

On MOTION by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board approved Resolution 2020-14, Election of Officers as follows: Dr. Richard Levey as Chair, Rob Adams as Vice Chair, Lynne Mullins as Secretary, Jennifer Walden, Brent Schademan, Julie Salvo and Frank Paris as Assistant Secretaries, Amanda Lane as Treasurer and Jennifer Glasgow as Assistant Treasurer.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2020-15,
Approving an Annual Meeting
Schedule for Fiscal Year 2020-2021**

Ms. Mullins stated the schedule is an exhibit to the resolution and we are recommending keeping the schedule as the first Thursday of the month beginning October 1, 2020 at 3:30 p.m. at the Narcoossee Center.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board approved Resolution 2020-15, Approving an Annual Meeting Schedule for Fiscal Year 2020-2021.

NINTH ORDER OF BUSINESS

**Review and Acceptance of Fiscal Year
2019 Audit**

Ms. Mullins stated we have for review and acceptance of the Fiscal Year 2019 audit. I will note the one you are viewing today includes District Counsels comments. It is a standard and clean audit. There were no deficiencies in internal controls that would be considered to be material weaknesses.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board accepted the Fiscal Year 2019 Audit.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-16,
Ratifying the Boards Actions at the**

July 6, 2020 Emergency Board Meeting

Mr. Johnson stated pursuant to the District's Rules of Procedure and Sections 189.015(1) and 286.0114(3), *Florida Statutes*, the District staff notified all Board members of an emergency meeting at least twenty-four (24) hours in advance, and posted notices of said emergency meeting both before and after the emergency meeting was held, in a newspaper of general circulation in the District, specifying the date, time and place of the emergency meeting held, reasons why an emergency meeting was necessary and providing a description of the actions taken.

On MOTION by Mr. Schademan, seconded by Ms. Salvo, with all in favor, the Board approved Resolution 2020-16, Ratifying the Boards Actions at the July 6, 2020 Emergency Board Meeting.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-17, Amending Resolution 2020-12 to Re-Set the Date and Tike of the Public Hearing the Proposed Budget for FY 2020-2021

Ms. Mullins noted due to the COVID-19 situation and the uncertainty of the executive orders being extended, the Narcoossee Center was unable to accommodate us on August 6, 2020 and the next available date was today, August 21, 2020.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board approved Resolution 2020-17, Amending Resolution 2020-12 to Re-Set the Date and Time of the Public Hearing on the Proposed Budget for FY 2020-2021.

TWELFTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Annual Budget

- a) **Public Comments and Testimony**
- b) **Board Comments**
- c) **Consideration of Resolution 2020-18, Adopting the Fiscal Year 2021 Budget and Appropriating Funds**

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

On MOTION by Mr. Schademan, seconded by Mr. Rob with all in favor, the Board opened the public hearing.

Ms. Mullins noted that the District noticed the hearing pursuant to Florida Statutes. The budget is an exhibit to the resolution and is the same overall budget the Board preliminary approved back in May.

Dr. Levey called for any public comments, hearing none a motion to close the public hearing.

On MOTION by Mr. Schademan, seconded by Ms. Salvo, with all in favor, the Board closed the public hearing.

Dr. Levey asked for any additional comments, hearing none, a motion to approve Resolution 2020-18.

On MOTION by Mr. Paris, seconded by Ms. Salvo, with all in favor, the Board approved Resolution 2020-18, Adopting the Fiscal Year 2021 Budget and Appropriating Funds.

THIRTEENTH ORDER OF BUSINESS

Public Hearing on the Imposition of Special Assessments

- a) **Public Comments and Testimony**
- b) **Board Comments**
- c) **Consideration of Resolution 2020-19, Adopting an Assessment Roll for Fiscal Year 2021 and Certifying Special Assessments for Collection**

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

On MOTION by Ms. Salvo, seconded by Mr. Paris, with all in favor, the Board opened the public hearing.

Ms. Mullins noted that the District noticed the hearing pursuant to Florida Statue and mailed notices were also sent out to Landowners as required per Statue.

Dr. Levey called for any public comments, hearing none, a motion to close the public hearing.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board closed the public hearing.

Dr. Levey asked for any additional comments, hearing none, a motion to approve Resolution 2020-19.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board approved Resolution 2020-19, Adopting an Assessment Roll for Fiscal Year 2021 and Certifying Special Assessments for Collection.

FOURTEENTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Buildout Budget and Levying an Assessment

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2020-20, Approving a Buildout Budget and Levying an Assessment**

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

On MOTION by Mr. Schademan, seconded by Ms. Salvo, with all in favor, the Board opened the public hearing.

Ms. Mullins noted that the District noticed the hearing pursuant to Florida Statue and mailed notices were also sent out to Landowners as required per Statue.

Mr. Johnson explained the process to the Board.

Dr. Levey called for any public comments, hearing none, a motion to close the public hearing.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board closed the public hearing.

Dr. Levey asked for any additional comments, hearing none, a motion to approve Resolution 2020-20.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board approved Resolution 2020-20, Approving a Buildout Budget and Levying an Assessment.

FIFTEENTH ORDER OF BUSINESS

Ratification of Payment Authorization Nos. 91 -100

The Board reviewed Payment Authorizations 91 - 100. Ms. Mullins noted these have been approved, paid, and need to be ratified by the Board.

On MOTION by Mr. Schademan, seconded by Mr. Paris, with all in favor, the Board ratified Payment Authorizations 91 – 100.

SIXTEENTH ORDER OF BUSINESS

Review of District’ Finance Position an Budget to Actual YTD

The Board reviewed the monthly financials as of July 31, 2020. Dr. Levey noted the District is currently running under budget. There was no action required by the Board

SEVENTEENTH OF BUSINESS

Staff Reports

District Counsel- Mr. Johnson stated we do anticipate holding the September Meeting.

District Manager- No Report

Engineer- No Report

EIGHTEENTH ORDER OF BUSINESS

Supervisor Requests & Audience Comments

There were no Supervisor requests or audience comments

NINETEENTH ORDER OF BUSINESS

Adjournment

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

ON MOTION by Mr. Schademan, seconded by Mr. Paris, the meeting August 21, 2020 meeting of the Sunbridge Stewardship District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Sunbridge Stewardship District

Lighting Installation, Upgrade and Service Agreement
(Cyrils Drive Phase 1)



**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
(Cyrils Drive Phase 1)

THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT (“**Agreement**”) is made effective as of this **3rd day of September, 2020**, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817, or its assigns (the “**Customer**”), as joined in and consented to by **832 COMMUNICATIONS, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827, or its assigns (the “**832 Communications**”).

RECITALS

A. The Customer is an individual, business entity, association, governmental entity, or quasi-governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in **Schedule 1** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and Osceola County, Florida (the “**County**”) certain costs associated with lighting service for the Property that have been or will be dedicated as public roadway (the “**Dedicated Roadway**”) and to be provided by OUC, on behalf of the County, by means of non-standard, upgraded lighting facilities.

C. The Customer and OUC desire to enter into this Agreement so that costs to OUC associated with providing lighting services within the Dedicated Roadway by means of upgraded lighting facilities can be allocated to the Customer over the term of this Agreement.

D. An affiliate of 832 Communications is the master developer of a mixed-use, master planned project commonly known and referred to as “**SUNBRIDGE**” for which the Property forms a part of, and 832 Communications intends to own, install and operate a distributed antenna system

and fiber optic backbone network for the seamless provision of telecommunications services within SUNBRIDGE and will own and install underground telecom conduit throughout SUNBRIDGE.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, are incorporated herein by this reference, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for the Dedicated Roadway within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the County and installed by OUC (the "**Upgraded Lighting Facilities**"), all in accordance with this Agreement, the Initial Lighting Plan (as defined in Section 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits installed by Customer or its agents; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the Dedicated Roadway within the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to herein collectively as the "**Lighting Facilities**".

2.1.2. OUC shall install the Lighting Facilities within the Dedicated Roadway. OUC shall maintain and operate the Lighting Facilities within the Dedicated Roadway (the "**Maintenance Service**") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "**Electrical Service**") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by the Customer within the Dedicated Roadway and shall all be provided by OUC as elements of a single service to the Customer and shall be collectively referred to herein as the "**Lighting Service**".

2.3. The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the Dedicated Roadway within the Property. Lighting Facilities for the Property, to be installed in the Dedicated Roadway, shall be located and installed as more particularly depicted in the lighting construction plans set forth in **Schedule 2** attached hereto and incorporated herein by this reference (the “**Lighting Plan**”).

2.4 A condition precedent to OUC’s obligation to provide the Lighting Service under this Agreement with respect to the Property is that all of the following shall have occurred (i) Customer must complete installation of Customer Lighting Facilities in compliance with the applicable Lighting Plan and OUC’s required specification concerning the integrity and location of the Customer Lighting Facilities; and (ii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way (which are not otherwise included in previously Dedicated Roadway property, which dedication has been accepted by the applicable governmental authority) necessary to allow OUC to install, operate and maintain the Lighting Facilities as required under this Agreement (the “**Service Conditions**”). By virtue of that certain Orlando Utilities Commission Electrical Utility Access Easement Agreement recorded February 7, 2020 in Official Records Book 5671, Page 776, in the Public Records of Osceola County, Florida, OUC has received an access easement for any ingress and egress needs associated with the Lighting Facilities over the Property. Additionally, a perpetual electrical transmission easement has been established in favor of the City of St. Cloud by virtue of that certain Stipulated Final Judgement as to Parcel OS-27 recorded November 10, 1997, in Official Records Book 1448, Page 1937, in the Public Records of Osceola County, Florida.

3. **CUSTOMER DUTIES.**

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits and junction boxes which may be required for the provision of the Lighting Service (collectively, the “**Customer Lighting Facilities**”), in such locations as more particularly set forth in the Lighting Plan for the Property. For purposes of the ongoing duties and rights of the parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer for the Property and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for the Property.

3.2. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, if any, that are not located within the Dedicated Roadway, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use commercially reasonable good faith efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall have the right but not the obligation to trim any trees located outside of the Dedicated Roadway and which are obstructing the light output from the Lighting Facilities in a manner that may create a safety issue or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement, if after notice to Customer, Customer fails to do so within a reasonable time after notice. The Customer and OUC hereby acknowledge that the Lighting Facilities shall be installed by OUC in accordance with the Lighting Plan and shall be located in the Dedicated Roadway, which have been or will be dedicated to the public pursuant to a plat or separate conveyance to the County.

3.3. The specifications for the Upgraded Lighting Facilities are more particularly described on **Schedule 2** attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Costs (as defined herein) associated with the Property in the amount set forth in **Schedule 3** and otherwise in accordance with Section 4 below. The parties agree that the Upgrade Costs as set forth in **Schedule 3** is comprised of the following costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, during the Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities within the Property exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities (the “**Facilities Upgrade Cost**”).

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities within the Property exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer’s upgrade request (the “**Maintenance Upgrade Cost**”).

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities within the Property exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer’s upgrade request (the “**Electrical Upgrade Cost**”).

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost are collectively referred to herein as the “**Upgrade Costs**”.

4. **TERMS OF PAYMENT.**

4.1. The Customer shall make payment of the Upgrade Costs in accordance with **Schedule 3** to this Agreement. If the Customer fails to pay any installment(s) of the Upgrade Costs by the due date of such payment or otherwise makes payment in a manner inconsistent with the OUC’s Administrative Policy Manual, as amended from time to time (the “**Manual**”), OUC shall provide the Customer with written notice of such failure, whereupon the Customer shall have ten (10) days after receipt of such notice within which to remedy such failure by making the required payment. In the event the Customer fails to make any payment within said ten-day period, OUC may suspend the provision of Electrical Service to the Property until such time as the Upgrade Costs have been paid. If Customer’s failure to pay continues for a period of ninety (90) days after the expiration of the ten-day grace period, then OUC may resort to any available remedy at law or equity, including the termination of this Agreement.

4.2. OUC shall be entitled to make an annual adjustment to the Maintenance Upgrade Cost of up to three (3%) percent per year. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC as contemplated under this subparagraph 4.2 shall be made by written notice to the Customer setting forth the new rates and associated

revisions to the applicable Upgrade Costs (the “**Increase Notice**”). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer’s ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything herein to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under the Florida law.

5. **MUTUAL AGREEMENTS.**

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall either party have any liability to the other party under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal or better illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the

Customer hereby assumes all responsibility and shall indemnify OUC for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or negligence of an employee, agent, licensee or contractor of the Customer, and (ii) damaged for any reason by the Customer's employees, agents, licensees or contractors during the time period when active construction by the Customer is ongoing on the Property. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in Section 5.5(i) above. In the event Customer is responsible for any required repair or replacement as described in the preceding sentence for which the Customer has failed to cause such repair and replacement within fifteen (15) days after receipt of written notice of such damage from OUC, then OUC shall have the right to cause such repair and/or replacement whereupon the Customer shall reimburse OUC for the actual, reasonable expenses incurred thereby within thirty (30) days of receipt of an invoice therefor. Title to the Lighting Facilities shall remain with OUC at all times. The Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC; however, OUC shall not, unless required by applicable laws, regulations or ordinances, permit third parties to install or affix, any telecommunications-related devices, antenna or related equipment on or to the Lighting Facilities at any time during the Term, unless used for, and limited to, the internal communications of OUC associated with OUC's operations or the internal communications of the County and except as otherwise granted in favor 832 Communications or its assigns or designees pursuant to Section 5.13 below; provided, however, that OUC may install telecommunications cable for its own use. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. The Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC; provided, however, without any consent of OUC being required, the Customer may assign its obligations hereunder to a property or homeowners' association or independent stewardship district which assumes such obligations in writing under which OUC is made a third party beneficiary and notice of such assignment is delivered to OUC. Upon any such assignment and assumption of rights and obligations, the Customer shall be relieved of all obligations and liabilities from and after the date of such assignment.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder, other than as provided in Section 4.1 above, which shall remain uncured sixty (60) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to remove the Lighting Facilities in the Property so long as such Lighting Facilities are simultaneously replaced with the County's standard lighting facilities (within the Dedicated Roadway). In the event OUC elects to pursue its remedies as described in the preceding sentence, OUC shall be entitled to take possession of any or all items of the Lighting Facilities in the Property and the Customer shall be responsible for the cost of removing such Lighting Facilities, with such work to be done by OUC and billed to the Customer; provided, further, that to the extent other services are being provided by OUC to Customer and are billed along with Lighting Services on a combined service bill, then the payment shortfall may cause such other services to be terminated or suspended as well in accordance with OUC's Administrative Policy Manual.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not, without OUC's permission, permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer, OUC and 832 Communications.

5.12. The "**Effective Date**" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have an initial term of thirty (30) years (the "**Initial Term**"). The Term of this Agreement shall begin on the date that the Lighting Equipment for the Property is energized (the "**Commencement Date**"). At the Customer's election, upon written notice to OUC prior to the expiration of the Initial Term, may be renewed up to two (2) times for a period not to exceed five (5) years for each renewal period (the "**Subsequent Terms**"). For purposes hereof, the Initial Term and each Subsequent Term, if any, shall be referred herein collectively as the "**Term**". Notwithstanding anything contained herein to the contrary, during the last ten (10) years of the Initial Term and during any Subsequent Term, the Customer shall only be required to pay for the Maintenance Upgrade Cost for the Lighting Facilities unless new facilities have been installed at Customer's request and the costs associated with those have been mutually agreed by amendment to this Agreement. OUC agrees that after the Initial Term and any renewal period exercised by Customer, Customer may let the then current term expire in which case OUC may install standard street lighting and Customer shall not be required to pay for the cost of the Electrical Service (including fuel and energy charges) associated with the Lighting Facilities remaining within the Dedicated Roadway at the end of the Initial Term or expiration of the Subsequent Term, whichever is applicable. If the Customer chooses not to extend the use of the Upgraded Lighting Facilities, the Customer shall be responsible for the cost of removing the Upgraded Lighting Facilities, with such work to be done by OUC and billed to the Customer.

Prior to the installation of full complement of Lighting Equipment for the Property, the Customer may request in writing to OUC that those Lighting Facilities then installed be energized for operation as completed by OUC rather than waiting for the full complement of Lighting

Equipment to be energized. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement based on the Commencement Date. Such billing shall be based on an adjusted Upgrade Cost for each billing period, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase (the “**Proportional Upgrade Cost**”).

5.13. Customer hereby assigns to 832 Communications, LLC and any permitted assigns or designees pursuant to a separate written assignment (collectively, the “**Third-Party Beneficiaries**”), its exclusive right, from time to time as it shall deem appropriate, (A) to hang banners, signs, flags, and holiday decorations (collectively, the “**Banners**”) from banner arms to be attached by the Third-Party Beneficiaries to the Lighting Facilities, and (B) to install, connect, hang, and co-locate telecommunication equipment and facilities (such as, 5G equipment and facilities, cameras and other surveillance and audio/video devices) by the Third-Party Beneficiaries to the Lighting Facilities (collectively, the “**Telecom Facilities**”) upon clearance by OUC for consistency with engineering and operational requirements and payment of the then-prevailing attachment fee; provided, however, (i) that same shall comply in all respects with applicable laws and regulations, and (ii) any assignee or designee shall execute a written assignment assuming all obligations, liabilities, and indemnities of 832 Communications hereunder and upon such assignment (whether in whole or in part) 832 Communications acknowledges and agrees that it shall not be relieved of any of its obligations, liabilities, and indemnities hereunder. In no event shall any such Telecom Facilities be considered part of OUC’s Lighting Facilities. Further, said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities capable of supporting the Telecom Facilities and shall be pre-approved by OUC (the “**Banner Arms**”). The Third-Party Beneficiaries shall be responsible for acquiring, installing and maintaining the Banner Arms and the Telecom Facilities. The Third-Party Beneficiaries shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms and Telecom Facilities. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners, the Banner Arms, or the Telecom Facilities, the Third-Party Beneficiaries shall be liable to OUC for said property damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms, the Banners, or the Telecom Facilities placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms or the Telecom Facilities on the Lighting Facilities. The Third-Party Beneficiaries shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners, the Telecom Facilities, and the Banner Arms by the Customer on the Lighting Facilities excluding, however, any incidental, indirect, special or punitive damages. The rights granted under this

Section 5.13 shall expressly survive any expiration or earlier termination of this Agreement and shall continue in the event the Lighting Facilities are removed and subsequently replaced with the County's standard lighting facilities (within the Dedicated Roadway). Further, the foregoing rights set forth in this Section 5.13 are personal to 832 Communications and any Third-Party Beneficiaries who have executed an assignment and assumed all obligations, liabilities, and indemnities as required herein. The parties covenant and agree that all applications made by Third-Party Beneficiaries for co-location on the Lighting Facilities shall be processed through 832 Communications and shall be accompanied by a duly executed, written assignment as required hereunder.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Attest:

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida

Print Name: _____

By: _____
Print Name: **Richard Levey, Chairman**

Print Name: _____

Secretary/Assistant Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by _____, as _____ of **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, on behalf of said district, who is [] personally known to me or [] produced the following identification: _____, and who did not take an oath.

Notary Public

Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____

By: _____
Clint Bullock
General Manager & CEO

Name: _____

Attest: _____

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Name: _____

Title: _____

Attorney for OUC

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES COMMISSION**, on behalf of said entity, who is personally known to me or he has produced the following identification: _____, and who did not take an oath.

Notary Public

Printed Name Below Signature

My Commission Expires

JOINDER AND CONSENT

The undersigned hereby joins in and consents to that certain Lighting Installation, Upgrade and Service Agreement (the “**Agreement**”) entered into by and between **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, and **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, for the sole purpose of acknowledging and accepting those certain rights, privileges, obligations, and indemnities in favor of the undersigned in accordance with Section 5.13 of said Agreement.

“832 COMMUNICATIONS”

Signed, sealed and delivered
in the presence of:

832 COMMUNICATIONS, LLC,
a Florida limited liability company

Name: _____

By: _____
Nicholas F. Beucher, III
President

Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by Nicholas F. Beucher, III, as President of **832 COMMUNICATIONS, LLC**, a Florida limited liability company, on behalf of said company, who is [] personally known to me or [] produced the following identification: _____, and who did not take an oath.

Notary Public

Printed Name Below Signature

My Commission Expires

SCHEDULE 1
PROPERTY

Parcel A

A portion of Lot 1, Country Meadow North, as recorded in Plat Book 2, Page 233 of the Public Records of Osceola County, Florida and lying in Section 10, Township 25 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of Section 2, Township 25 South, Range 31 East, Osceola County, Florida; thence run South 00°06'10" East along the West line of the Northwest 1/4 of Section 11, Township 25 South, Range 31 East, Osceola County, Florida, for a distance of 106.50 feet; thence departing said West line, run North 89°59'28" West for a distance of 16.50 feet to the West right-of-way line of Unnamed right-of-way, per Plat Book 1, Pages 73 and 74 of the Public Records of Osceola County, Florida and the Point of Beginning; thence departing said West right-of-way line, run North 89°59'28" West for a distance of 840.54 feet; thence run South 88°37'19" West for a distance of 413.10 feet; thence run North 89°59'28" West for a distance of 18.56 feet to the East right-of-way line of Absher Road per said Plat Book 1, Pages 73 and 74; thence run North 00°05'21" West along said East right-of-way line for a distance of 70.00 feet to the South right-of-way line of Cyrils Drive according to the Osceola County Right-of-way Map of Narcoossee Road - Phase 3 Dated June 23, 2012; thence departing said East right-of-way line, run South 89°59'28" East along said South right-of-way line for a distance of 1272.08 feet to aforesaid West right-of-way line of aforesaid Unnamed right-of-way; thence departing said South right-of-way line, run South 00°06'10" East along said West right-of-way line for a distance of 60.00 feet to aforesaid Point of Beginning

Parcel B

Land lying in a portion of Sections 2 and 11, Township 25 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Begin at the Southwest Corner of Section 2, Township 25 South, Range 31 East, Osceola County, Florida; thence run North 00°05'24" West along the West line of the Southwest 1/4 of aforesaid Section 2, for a distance of 16.50 feet to a point on a non-tangent curve, concave Northerly, having a radius of 1500.00 feet, a chord bearing of North 85°57'45" East and a chord distance of 211.69 feet; thence run Easterly along said curve, through a central angle of 08°05'34" for an arc distance of 211.87 feet to a point of reverse curvature of a curve, concave Southerly, having a radius of 1623.00 feet, a chord bearing of North 85°39'24" East and a chord distance of 211.77 feet; thence run Easterly along said curve, through a central angle of 07°28'53" for an arc distance of 211.93 feet to a point of tangency, also being a point on the North line of the South 43.00 feet of the Southwest 1/4 of said Section 2; thence run North 89°23'51" East along said North line for a distance of 1485.06 feet; thence departing said North line, run South 00°36'09" East for a distance of 123.00 feet; thence run South 44°41'56" West for a distance of 15.64 feet; thence run South 89°23'51" West for a distance of 323.63 feet; thence run North 78°11'42" West for a distance of 51.20 feet to a point on the South line of the North 80.00 feet of the Northwest 1/4 of said Section 11; thence run South 89°23'51" West along said South line for a distance of 1100.32 feet to a point of curvature of a curve, concave Southerly, having a radius of 1500.00 feet, a chord bearing of South 85°39'24" West and a chord distance of 195.73 feet; thence departing said South line run Westerly along said curve, through a central angle of 07°28'53" for an arc distance of 195.86 feet to a point of reverse curvature of a curve, concave Northerly, having a radius of 1623.00 feet, a chord bearing of South 85°57'30" West and a chord distance of 228.82 feet; thence run Westerly along said curve, through a central angle of 08°05'04" for an arc distance of 229.01 feet to the West line of the Northwest 1/4 of aforesaid Section 11; thence run North 00°06'10" West along said West line for a distance of 106.50 feet to aforesaid Point of Beginning.

SCHEDULE 2
CURRENT PHASE LIGHTING PLAN

30 ea – 40' POLE CONCRETE OCTAGONAL STREETCRETE

OUC# 001-25545

30 ea- 129w LED COBRAHEAD EATON

OUC # 036-23203

30 ea- 2" x 8" ALUMINUM BLACK CURLEE

OUC # 036-24026

SCHEDULE 3

CURRENT PHASE UPGRADE COST PAYMENT TERMS

MONTHLY INSTALLMENT:

During the Term of the Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of \$995.82. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

Sunbridge Stewardship District

Cyrils Drive Mobility Fee Agreement
(provided under separate cover)

Sunbridge Stewardship District

Mobility Fee Credit Agreement
(provided under separate cover)

**Sunbridge
Stewardship District**

**Payment Authorization
No. 101**

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 101

8/14/2020

Item No.	Vendor	Invoice Number	General Fund
1	Irrigation Systems 6200 Even Cyrils Dr Irr; Service 07/02/2020 - 08/03/2020	--	\$ 1,846.00
2	PFM Group Consulting DM Fee: August 2020	DM-08-2020-0050	\$ 4,166.67
		TOTAL	\$ 6,012.67

Board Member

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

Sunbridge Stewardship District

District's Financial Position and Budget to Actual YTD

Sunbridge Stewardship District
Statement of Financial Position
As of 8/31/2020

	General Fund	Capital Projects Fund	Utility Fund	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$12,809.47			\$12,809.47
Utility Revenue			\$32,607.45	32,607.45
Utility Operating			247,643.95	247,643.95
Utility Revenue System Development			83,835.00	83,835.00
Accounts Receivable			107,499.55	107,499.55
Total Current Assets	<u>\$12,809.47</u>	<u>\$0.00</u>	<u>\$471,585.95</u>	<u>\$484,395.42</u>
<u>Property, Plant & Equipment</u>				
Fixed Assets - Other			\$2,000.00	\$2,000.00
Total Property, Plant & Equipment	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,000.00</u>	<u>\$2,000.00</u>
Total Assets	<u><u>\$12,809.47</u></u>	<u><u>\$0.00</u></u>	<u><u>\$473,585.95</u></u>	<u><u>\$486,395.42</u></u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$16,867.13			\$16,867.13
Accounts Payable		\$300.00		300.00
Accounts Payable			\$116,387.97	116,387.97
Due to Developer			150,000.00	150,000.00
Deposits			9,176.22	9,176.22
Accrued Expenses Payable			6,000.00	6,000.00
Total Current Liabilities	<u>\$16,867.13</u>	<u>\$300.00</u>	<u>\$281,564.19</u>	<u>\$298,731.32</u>
<u>Long Term Liabilities</u>				
System Dev. Charge - Water			\$213,900.00	\$213,900.00
System Dev. Charge - Wastewater			130,410.00	130,410.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$344,310.00</u>	<u>\$344,310.00</u>
Total Liabilities	<u><u>\$16,867.13</u></u>	<u><u>\$300.00</u></u>	<u><u>\$625,874.19</u></u>	<u><u>\$643,041.32</u></u>
<u>Net Assets</u>				
Current Year Net Assets, Unrestricted	(44,085.70)			(44,085.70)
Net Assets - General Government	\$8,096.50			\$8,096.50
Current Year Net Assets - General Government	31,931.54			31,931.54
Current Year Net Assets, Unrestricted		(300.00)		(\$300.00)
Current Year Net Assets, 270			(152,288.24)	(\$152,288.24)
Total Net Assets	<u><u>(\$4,057.66)</u></u>	<u><u>(\$300.00)</u></u>	<u><u>(\$152,288.24)</u></u>	<u><u>(\$156,645.90)</u></u>
Total Liabilities and Net Assets	<u><u>\$12,809.47</u></u>	<u><u>\$0.00</u></u>	<u><u>\$473,585.95</u></u>	<u><u>\$486,395.42</u></u>

Sunbridge Stewardship District

Statement of Activities

As of 8/31/2020

	General Fund	Capital Projects Fund	Utility Fund	Total
<u>Revenues</u>				
Developer Contributions	\$153,542.50			\$153,542.50
Inter-Fund Transfers In	(44,085.70)			(44,085.70)
Inter-Fund Transfers In		\$44,085.70		44,085.70
Water - Residential Customers			\$4,898.12	4,898.12
Water - Commercial Customers			4,839.96	4,839.96
Wastewater - Residential Customers			4,096.17	4,096.17
Admin Late Fees			80.00	80.00
Inspection Fees			186,461.12	186,461.12
Plan Review Fees			7,721.75	7,721.75
Meter Installations Fees			27,825.00	27,825.00
Backflow Installation Fees			4,760.00	4,760.00
Wastewater Install/Connection			6,750.00	6,750.00
Initial Connection Fees			2,500.00	2,500.00
Total Revenues	<u>\$109,456.80</u>	<u>\$44,085.70</u>	<u>\$249,932.12</u>	<u>\$403,474.62</u>
<u>Expenses</u>				
D&O Insurance	\$2,306.00			\$2,306.00
Management	45,833.37			45,833.37
Engineering	8,363.16			8,363.16
District Counsel	46,386.58			46,386.58
Audit	3,000.00			3,000.00
Travel and Per Diem	62.46			62.46
Postage & Shipping	27.30			27.30
Legal Advertising	8,212.69			8,212.69
Web Site Maintenance	1,600.00			1,600.00
Dues, Licenses, and Fees	184.00			184.00
General Insurance	2,819.00			2,819.00
Irrigation	1,846.00			1,846.00
Contingency	970.40			970.40
Engineering		\$44,385.70		44,385.70
Engineering			\$14,583.31	14,583.31
District Counsel			717.00	717.00
ContractServices - Accounting			11,666.69	11,666.69
Contractual Services			79,257.26	79,257.26
Miscellaneous			41,488.73	41,488.73
Water			18,206.64	18,206.64
Inspection Expense			186,461.11	186,461.11
Plan Review Expense			7,721.75	7,721.75
Meter Installation Expense			26,987.50	26,987.50
Backflow Installation Expense			5,057.50	5,057.50
Wastewater Connection Expense			7,118.75	7,118.75
Miscellaneous Customer Service Expense			2,783.75	2,783.75
Miscellaneous Expense			170.37	170.37
Total Expenses	<u>\$121,610.96</u>	<u>\$44,385.70</u>	<u>\$402,220.36</u>	<u>\$568,217.02</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>				
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Change In Net Assets	(\$12,154.16)	(\$300.00)	(\$152,288.24)	(\$164,742.40)
Net Assets At Beginning Of Year	<u>\$8,096.50</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$8,096.50</u>
Net Assets At End Of Year	<u>(\$4,057.66)</u>	<u>(\$300.00)</u>	<u>(\$152,288.24)</u>	<u>(\$156,645.90)</u>

Sunbridge Stewardship District
 Budget to Actual
 For the Month Ending 8/31/2020

	Year To Date			FY 2020 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
Developer Contributions	\$ 153,542.50	\$ 163,350.00	\$ (9,807.50)	\$ 178,200.00
Net Revenues	\$ 153,542.50	\$ 163,350.00	\$ (9,807.50)	\$ 178,200.00
<u>General & Administrative Expenses</u>				
D&O Insurance	\$ 2,306.00	\$ 2,268.75	\$ 37.25	\$ 2,475.00
Trustee Services	-	5,500.00	(5,500.00)	6,000.00
Management	45,833.37	45,833.37	-	50,000.00
Engineering	8,363.16	11,000.00	(2,636.84)	12,000.00
Dissemination Agent	-	4,583.37	(4,583.37)	5,000.00
District Counsel	46,386.58	22,916.63	23,469.95	25,000.00
Reamortization Schedules	-	114.62	(114.62)	125.00
Audit	3,000.00	5,500.00	(2,500.00)	6,000.00
Travel and Per Diem	62.46	458.37	(395.91)	500.00
Telephone	-	183.37	(183.37)	200.00
Postage & Shipping	27.30	275.00	(247.70)	300.00
Copies	-	458.37	(458.37)	500.00
Legal Advertising	8,212.69	7,333.37	879.32	8,000.00
Web Site Maintenance	1,600.00	2,200.00	(600.00)	2,400.00
Dues, Licenses, and Fees	184.00	183.37	0.63	200.00
General Insurance	2,819.00	2,772.88	46.12	3,025.00
Irrigation	1,846.00	-	1,846.00	-
Landscaping Maintenance & Material	-	45,833.37	(45,833.37)	50,000.00
Contingency	970.40	5,935.16	(4,964.76)	6,475.00
Total General & Administrative Expenses	\$ 121,610.96	\$ 163,350.00	\$ (41,739.04)	\$ 178,200.00
Total Expenses	\$ 121,610.96	\$ 163,350.00	\$ (41,739.04)	\$ 178,200.00
Net Income (Loss)	\$ 31,931.54	\$ -	\$ 31,931.54	\$ -