

Sunbridge Stewardship District

3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817

Phone: 407-723-5935

<https://www.sunbridgesd.com>

Notice is hereby given that the Sunbridge Stewardship District will hold a meeting of the Board of Supervisors on **March 7, 2024, at 11:00 a.m. at Base Camp at Sunbridge at 6197 Cyrils Drive, St Cloud, FL 34771**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Lynne Mullins mullinsl@pfm.com or (407) 723-5900. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

Please use the following information to join the telephonic conferencing:

Phone: 1-844-621-3956 **Participant Code:** 2539 187 8943

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. Consideration of the Minutes of the November 29, 2023, Board of Supervisors' Meeting
- 2. Consideration of **Resolution 2024-02, Designating Authorized Signatories for the District's Bank Account(s)**
- 3. Consideration of **Resolution 2024-03, Election of Officers**

Consent Agenda

- *Items included within the consent agenda are generally routine and may be approved en masse by a single motion. Items may be removed from the consent agenda for further discussion upon Board Member request.*
- 4. Ratification of Items relating to Lift Station Weslyn Park – Phase 4-1A
 - a) Warranty Deed
 - b) Affidavit of Compliance with Florida's Conveyances to Foreign Entities Act
 - c) Notice Regarding Florida's Conveyances to Foreign Entities Act
 - d) Bill of Sale
 - e) FIPTA Certificate of Non-Foreign Entity Status
 - f) Seller's Affidavit
 - g) Closing Statement

Business Matters

- 5. Consideration of Landscape Management Agreement Between SSD and Cherrylake, Inc. (Weslyn Park Holistic Landscape Management)



6. Consideration of Funding and Access Agreement Between the SSD and Tavistock East III, LLC
7. Consideration of Fire Ant Control Proposal
8. Consideration of Funding Agreement with Florida Headwaters for Beehives
9. Ratification of Operation and Maintenance Expenditures Paid in October, November, & December 2023, and January 2024 in an amount totaling \$181,055.43
10. Ratification of Requisitions Nos. S2022-WP-012 Paid in February 2024 in an amount totaling \$2,595.75
11. Review of District's Financial Position and Budget to Actual YTD

Other Business

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

Adjournment



Sunbridge Stewardship District

**Minutes of the November 29, 2023,
Board of Supervisors' Meeting**

MINUTES OF MEETING

**SUNBRIDGE STEWARDSHIP DISTRICT
SPECIAL BOARD OF SUPERVISORS' MEETING
Wednesday, November 29, 2023, at 11:00 a.m.
6197 Cyrils Drive, St Cloud, FL 34771**

Board Members Present:

Rob Adams	Vice Chair
Julie Salvo	Assistant Secretary
Frank Paris	Assistant Secretary
Katia Moraes	Assistant Secretary

Also Present:

Lynne Mullins	PFM	
Jennifer Walden	PFM	(via phone)
Jorge Jimenez	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Jonathan Johnson	Kutak Rock	(via phone)
DJ Batten	Berman	(via phone)

FIRST ORDER OF BUSINESS

Roll Call to Confirm a Quorum

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Mullins opened the floor for public comments. There were no public comments.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the August 3, 2023, Board of Supervisors' Meeting

The Board reviewed the minutes of the August 3, 2023, Board of Supervisors' Meeting.

On MOTION by Mr. Adams, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved the Minutes of the August 3, 2023, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consent Agenda

1. **Non-ROW Conveyance Abutting Cyrils Drive Phase 1**
 - a. **Affidavit of Compliance with Florida's Conveyances to Foreign Entities Act**
 - b. **Notice Regarding Florida's Conveyance to Foreign Entities Act**

- 2. **Sunbridge Lift Station Weslyn Park Phase 4 -1A**
 - a. **Affidavit of Compliance with Florida’s Conveyances to Foreign Entities Act**
 - b. **Notice Regarding Florida’s Conveyance to Foreign Entities Act**

Ms. Mullins stated these items have been approved outside of a meeting by the Chair.

On MOTION by Mr. Adams, seconded by Ms. Moraes, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved items 1 & 2 of the Consent Agenda.

FIFTH ORDER OF BUSINESS

Ratification of FY 2023 Audit Engagement Letter

Ms. Mullins noted this item was signed outside of a meeting by the Chair. She noted the fee is \$8,000.00, which is under the budgeted amount.

On MOTION by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District ratified the FY 2023 Audit Engagement Letter.

SIXTH ORDER OF BUSINESS

FY 2024 Data Sharing and Usage Agreement with Osceola County Property Appraiser

Ms. Mullins stated this is the standard agreement signed yearly stating that exempt and confidential information will not be released.

On MOTION by Mr. Paris, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved the FY 2024 Data Sharing and Usage Agreement with Osceola County Property Appraiser.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, Adopting an Amended Budget for FY 2023

Ms. Mullins stated that the District did not go over the overall budget, but did go over some individual line items, and so the District has to adopt an Amended Budget.

On MOTION by Mr. Adams, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved Resolution 2024-01, Adopting an Amended Budget for FY 2023.

EIGHTH ORDER OF BUSINESS

Ratification of Egis Insurance Package for FY 2024

Ms. Mullins stated this item was signed outside of a meeting by the Chair.

On MOTION by Mr. Paris, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District ratified the FY 2024 Egis Insurance Package.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in August and September 2023 in an amount totaling \$62,152.93

Ms. Mullins confirmed these have been approved and paid.

On MOTION by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District Ratified Operation and Maintenance Expenditures Paid in August and September 2023 in an amount totaling \$62,152.93.

TENTH ORDER OF BUSINESS

Ratification of Requisitions Nos. S2022-WP-011 and S2022-DW-013 Paid in July 2023 in an amount totaling \$1,981.25

On MOTION by Mr. Adams, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Sunbridge Stewardship District approved Requisitions Nos. S2022-WP-011 and S2022-DW-013 Paid in July 2023 in an amount totaling \$1,981.25.

ELEVENTH ORDER OF BUSINESS

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

Ms. Mullins stated that through September 2023, which is the end of the Fiscal Year. She noted the District used approximately 84% of the Budget.

TWELFTH ORDER OF BUSINESS

Staff Reports

- District Counsel –** No report.
- District Manager –** Ms. Mullins noted the next scheduled Board meeting will be canceled.
- District Engineer –** No report.
- District Landscape –** No report.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor requests.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Adams, seconded by Ms. Salvo, with all in favor, the November 29, 2023, Meeting of the Board of Supervisors for the Sunbridge Stewardship District was adjourned.

Secretary / Assistant Secretary

Chair / Vice Chair

Sunbridge Stewardship District

**Resolution 2024-02,
Designating Authorized Signatories
for the District's Bank Account(s)**

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Sunbridge Stewardship District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 220, Laws of Florida (the "Act") and Chapter 189, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the "Board") has selected a depository as defined in Section 280.02, Florida Statutes, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires now to authorize signatories for the operating bank account(s).

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

Section 1. The Chairperson, Vice-Chairperson, Secretary, Treasurer and Assistant Treasurers are hereby designated as authorized signatories for the operating bank account(s) of the Sunbridge Stewardship District.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7th Day of March 2024.

Attest:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Sunbridge Stewardship District

**Resolution 2024-03,
Election of Officers**

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNBRIDGE STEWARDSHIP DISTRICT ELECTING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Sunbridge Stewardship District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 220, Laws of Florida (the "Act") and Chapter 189, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, pursuant to Section 5(2) of the Act, the Board of Supervisors (the "Board"), shall organize by electing one of its members as chair and by electing a secretary, and such other officers as the Board may deem necessary.

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

- Section 1. Richard Levey is elected Chair.
- Section 2. Rob Adams is elected Vice Chair.
- Section 3. Lynne Mullins is elected Secretary.
- Section 4. Jennifer Walden is elected Assistant Secretary.
 Frank Paris is elected Assistant Secretary.
 Julie Salvo is elected Assistant Secretary.
 Katia Moraes is elected Assistant Secretary.
 _____ is elected Assistant Secretary.
- Section 4. Jennifer Glasgow is elected Treasurer.
- Section 5 Amanda Lane is elected as Assistant Treasurer.
 Rick Montejano is elected as Assistant Treasurer.
 Amy Champagne is elected as Assistant Treasurer.
 Verona Griffith is elected as Assistant Treasurer.
- Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7th DAY OF MARCH 2024.

Attest:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Sunbridge Stewardship District

Items Relating to Lift Station Weslyn Park – Phase 4-1A

**Sunbridge
Stewardship District**

Warranty Deed

This instrument prepared by and return to:

Sara W. Bernard, Esq.
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

Parcel ID Number: 01253155400001LS10

This Warranty Deed has been executed and delivered as a donation and therefore is not subject to documentary stamp taxes. See Department of Revenue Rule 12B-4.014, Florida Administrative Code.

WARRANTY DEED

THIS INDENTURE is made this 15th day of February, 2024 between **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, hereinafter the "Grantor", and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741, hereinafter the "Grantee".

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida, as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor; subject to (i) all covenants, easements, restrictions, reverters and other matters of record, if any, now exist but this reference shall not serve to reimpose same; (ii) all applicable zoning and other land use regulations or restrictions; and (iii) taxes and assessments for the year 2024 and subsequent years which are not yet due and payable, and subject to the permitted title exceptions shown on Exhibit "B" attached hereto and incorporated herein (the "**Permitted Title Exceptions**").

IN WITNESS WHEREOF, the Grantor has duly caused the execution of this Warranty Deed as of the date set forth above.

WITNESSES:

GRANTOR:

Signed, sealed and delivered in our presence:

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

Jennifer L. Walden
(Signature of Witness #1)
JENNIFER L. WALDEN
(Printed name of Witness #1)
Address Witness #1:
3501 QUADRANGLE BLVD., SUITE 270
ORLANDO, FL 32817

By: Richard Levey
Name: RICHARD LEVEY
Title: Chairman

Amanda Lane
(Signature of Witness #2)
Amanda Lane
(Printed name of Witness #2)
Address Witness #2:
3501 Quadrangle Blvd ste. 270
Orlando, FL 32817

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 12th day of February, 2024, by Richard Levey, as Chairman 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 _____ as identification.

Victoria L. Mullins
Notary Public Signature
Print Notary Name: Victoria L Mullins

[AFFIX NOTARY SEAL]

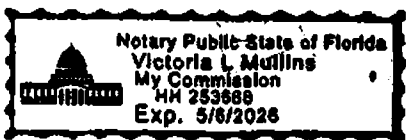


EXHIBIT A

LEGAL DESCRIPTION

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

EXHIBIT B

PERMITTED EXCEPTIONS

1. Easement Agreement in favor of East Central Florida Services, Inc., a Florida corporation, recorded January 18, 1994, in Official Records Book 1167, Page 697, as affected by that certain Quit-Claim Deed of "fixtures" in favor of East Central Florida Services, Inc. recorded January 18, 1994, in Official Records Book 1167, Page 715, both in the Public Records of Osceola County, Florida.
2. Notice of Creation and Establishment of the Sunbridge Stewardship District recorded July 5, 2017 in Official Records Book 5173, Page 2300, in the Public Records of Osceola County, Florida.
3. Agreement for Cyrils Drive by and between Osceola County, a political subdivision of the State of Florida, and Tavistock East Services, LLC, a Florida limited liability company, as joined in and consented to by Central Florida Property Holdings 700, LLC, a Florida limited liability company, Central Florida Property Holdings 600, LLC, a Florida limited liability company, Suburban Land Reserve, Inc., a Utah corporation, Central Florida Property Holdings 500, LLC, a Florida limited liability company, Central Florida Property Holdings 300, LLC, a Florida limited liability company, Tavistock East I, LLC, a Florida limited liability company, Tavistock East II, LLC, a Florida limited liability company, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, recorded November 5, 2020 in Official Records Book 5827, Page 2213, as amended by that certain First Amendment to Agreement for Cyrils Drive recorded October 11, 2021 in Official Records Book 6062, Page 1476, and as further amended by that certain Second Amendment to Agreement for Cyrils Drive recorded July 20, 2023 in Official Records Book 6443, Page 1418, and as affected by that certain Cyrils Drive at Zuni Road Intersection Improvements Agreement recorded May 17, 2023 in Official Records Book 6408. Page 2906, all in the Public Records of Osceola County, Florida.
4. Right of Way Utilization Interlocal Agreement for Landscape, Hardscape, Specialty Street Signs and Irrigation by and between Osceola County, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, recorded March 17, 2021 in Official Records Book 5914, Page 374, in the Public Records of Osceola County, Florida.
5. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in Master Declaration of Covenants, Conditions, Restrictions and Easements for Weslyn Park recorded September 10, 2021 in Official Records Book 6040, Page 1561, in the Public Records of Osceola County, Florida, including, but not limited to one or more of the following: provisions for private charges or assessments; liens for liquidated damages; and/or option, right of first refusal or prior approval of a future purchaser or occupant.
6. Sunbridge Development Agreement by and between Central Florida Property Holdings 300, LLC, a Florida limited liability company, Central Florida Property Holdings 300, LLC, a Florida limited liability company, Central Florida Property Holdings 400, LLC, a Florida limited liability company, Central Florida Property Holdings 500, LLC, a Florida limited liability company, Central Florida Property Holdings 600, LLC, a Florida limited liability company,

company, Central Florida Property Holdings 700, LLC, a Florida limited liability company, Central Florida Property Holdings 800, LLC, a Florida limited liability company, Central Florida Property Holdings 900, LLC, a Florida limited liability company, Central Florida Property Holdings 1000, LLC, a Florida limited liability company, Central Florida Property Holdings 1100, LLC, a Florida limited liability company, Central Florida Property Holdings 1200, LLC, a Florida limited liability company, Central Florida Property Holdings 1300, LLC, a Florida limited liability company, Farmland Reserve, Inc., a Florida corporation, Suburban Land Reserve, Inc., a Utah corporation, Tavistock East I, LLC, a Florida limited liability company, Tavistock East II, LLC, a Florida limited liability company, Tavistock East III, LLC, a Florida limited liability company, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Law of Florida, as collectively, as owners, Tavistock East Services, LLC, a Florida limited liability company, and Osceola County, Florida, a political subdivision of the State of Florida, recorded December 29, 2021 in Official Records Book 6117, Page 2435, as amended by that certain First Amendment to Sunbridge Development Agreement recorded January 11, 2023 in Official Records Book 6343, Page 781, both in the Public Records of Osceola County, Florida.

7. Covenants, conditions and restrictions as contained in that certain Special Warranty Deed by Central Florida Property Holdings 700, LLC, a Florida limited liability company, to and in favor of Tavistock East III, LLC, a Florida limited liability company, recorded March 15, 2022 in Official Records Book 6172, Page 226, in the Public Records of Osceola County, Florida.
8. School Capacity Mitigation and Funding Agreement (Sunbridge) by and among the School Board of Osceola County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida, Tavistock East Services, LLC, a Florida limited liability company, and Osceola County, Florida, a political subdivision of the State of Florida, recorded April 26, 2022 in Official Records Book 6201, Page 930, as amended by that certain First Amendment to School Capacity Mitigation and Funding Agreement (Sunbridge) recorded April 26, 2022 in Official Records Book 6201, Page 966, as affected by that certain Memorandum of Agreement recorded April 26, 2022 in Official Records Book 621, Page 978, as further amended by that certain Second Amendment to School Capacity Mitigation and Funding Agreement (Sunbridge) recorded December 1, 2022 in Official Records Book 6323, Page 663, and as further amended by that certain Third Amendment to School Capacity Mitigation and Funding Agreement (Sunbridge) recorded February 17, 2023 in Official Records Book 6359, Page 2067, and as re-recorded April 14, 2023 in Official Records Book 6388, Page 1273, all in the Public Records of Osceola County, Florida.
9. Collateral Assignment and Assumption of Development and Contract Rights Relating to the Weslyn Park Project by and between Tavistock East III, LLC, a Florida limited liability company, Tavistock East Services, LLC, a Florida limited liability company, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, recorded August 25, 2022 in Official Records Book 6275, Page 45, in the Public Records of Osceola County, Florida.
10. Agreement Between Sunbridge Stewardship District and Tavistock East III, LLC Regarding the True Up and Payment of Special Assessment Revenue Bonds, Series 2022 (Weslyn Park Project) recorded August 25, 2022 in Official Records Book 6275, Page 56, in the Public Records of Osceola County, Florida.

11. Sunbridge Stewardship District Notice of Series 2022 Special Assessments (Weslyn Park Project) and Government Lien of Record recorded August 25, 2022 in Official Records Book 6275, Page 66, in the Public Records of Osceola County, Florida.
12. Declaration of Consent to Jurisdiction of Sunbridge Stewardship District and to Imposition of Special Assessments (Weslyn Park Project) recorded in Official Records Book 6275, Page 72, in the Public Records of Osceola County, Florida.
13. Water, Wastewater and Reclaimed Water Acquisition Agreement by and among Tavistock East II, LLC, a Florida limited liability company, Tavistock East Services, LLC, a Florida limited liability company, and Tavistock East Holdings, LLC, a Florida limited liability company, and Tohopekaliga Water Authority, an independent special district established pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, and joined for specified limited purposes identified in this Agreement by East Central Florida Services, Inc., a Florida corporation, recorded August 29, 2022 in Official Records Book 6277, Page 109, in the Public Records of Osceola County, Florida.
14. Right of Way Utilization Interlocal Agreement for Specialty Street Signs by and between Osceola County, and Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, recorded October 25, 2022 in Official Records Book 6305, Page 410, in the Public Records of Osceola County, Florida.
15. Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Sunbridge Stewardship District (Weslyn Park Project) recorded May 8, 2023 in Official Records Book 6402, Page 1820, in the Public Records of Osceola County, Florida.
16. Matters facts and circumstances contained in that certain Plat of Weslyn Park Phase 4-1A, according to the plat thereof, recorded December 21, 2023 in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).
17. The trail within the Access Easement that lies within Tract LS-1 is to be owned and maintained by the Weslyn Park Master Association, Inc., as set forth on that certain Plat of Weslyn Park Phase 4-1A, recorded December 21, 2023 in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida.

Sunbridge Stewardship District

**Affidavit of Compliance with Florida's
Conveyances to Foreign Entities Act**

**AFFIDAVIT OF COMPLIANCE
WITH FLORIDA’S CONVEYANCES TO FOREIGN ENTITIES ACT**

Before me, a notary public, appeared Richard Levey (“**Affiant**”), who deposes and states under penalties of perjury that:

1. Affiant is providing this affidavit in connection with the purchase by **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida (the “**Buyer**”) of the real property described on **Exhibit “A”** attached hereto and made apart hereof (the “**Property**”).
2. Affiant has been given the opportunity to read the Notice Regarding Florida’s Conveyances to Foreign Entities Act (the “**Act**”) and to consult with an attorney.

3. The Buyer is in compliance with the Act because Buyer is [**Check the applicable box**]:

[X] Not a Foreign Principal as defined in section 692.201, Florida Statutes;

OR

[] A Foreign Principal as defined in section 692.201, Florida Statutes, and is in compliance with the requirements set out in section 692.202-205, Florida Statutes.

4. Affiant acknowledges that acquisition of the Property in violation of the Act may result in forfeiture of the Property to the State of Florida and criminal penalties.

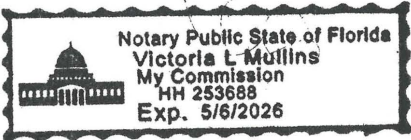
[SIGNATURE APPEARS ON THE FOLLOWING PAGE]


FURTHER AFFIANT SAYETH NAUGHT.


Name: Richard Levey

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 12TH day of February, 2024, by Richard Levey as Chairman of **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, who is personally known to me or has provided _____ as identification (if left blank, then personally known to me).





(Signature of Notary Public)
Victoria L Mullins
(Typed name of Notary Public)
Notary Public, State of Florida

EXHIBIT "A"

Property

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

Sunbridge Stewardship District

**Notice Regarding Florida's
Conveyances to Foreign Entities Act**

NOTICE REGARDING FLORIDA'S CONVEYANCES TO FOREIGN ENTITIES ACT

Effective July 1, 2023, the "Conveyances to Foreign Entities Act" (the "Act") found in sections 692.201 - 692.205, Florida Statutes, restricts the ability of certain foreign persons and entities to acquire title to real property in Florida.

PROHIBITED PURCHASES

A Foreign Principal is prohibited from purchasing Agricultural Land or property within 10 miles of a Military Installation or a Critical Infrastructure Facility. Additionally, a Foreign Principal of the People's Republic of China is prohibited from purchasing any real property in Florida. However, there are two exceptions.

EXCEPTIONS

The two exceptions are:

1. **Limited Residential Exception.** A Foreign Principal, who is a natural person, may purchase 1 residential real property that is up to 2 acres in size if all the following apply:
 - a. The property is not within 5 miles of a Military Installation;
 - b. The natural person has a current United States Visa not limited to tourist travel or official documentation confirming that the natural person has been granted asylum in the United States and is authorized to be legally present in Florida; and
 - c. The purchase of the qualifying residential property is in the name of the natural person holding the United States Visa or grant of asylum.

2. **Diplomatic Exception.** The Act does not apply to a Foreign Principal that acquires real property for a diplomatic purpose that is recognized, acknowledged, or allowed by the Federal Government.

KEY DEFINITIONS

Agricultural Land

Land classified by the county property appraiser as agricultural.

Critical Infrastructure Facility

A Critical Infrastructure Facility means any of the following, if it employs measures such as fences, barriers, or guard posts that are designed to exclude unauthorized persons - chemical plant, refinery, electrical power plant, water treatment plant, liquid natural gas terminal, telecommunications central switching office, gas processing plant, seaport, spaceport territory and airport.

Foreign Country of Concern

1. People's Republic of China
2. Russian Federation
3. Islamic Republic of Iran
4. Democratic People's Republic of Korea (North Korea)
5. Republic of Cuba
6. Venezuelan regime of Nicolás Maduro
7. Syrian Arab Republic

The definition for Foreign Country of Concern includes any agency of or any other entity of significant control of such Foreign Country of Concern.

Foreign Principal

1. The government or any official of the government of a Foreign Country of Concern;
2. A political party, its members or any subdivision of a political party in a Foreign Country of Concern;
3. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern or a subsidiary of any of such entity;
4. Any person domiciled in a Foreign Country of Concern who is not a citizen or lawful permanent resident of the United States; or
5. Any person in items 1-4, above, having a controlling interest in a partnership, association, corporation, organization, trust or any other legal entity or subsidiary formed for the purposes of owning real property in Florida.

Military Installation

A Military Installation includes a base, camp, post, station, yard or center encompassing at least 10 contiguous acres under the jurisdiction of the Department of Defense or its affiliates.

AFFIDAVIT REQUIREMENT

At the time of purchase, a buyer must provide an affidavit signed under penalty of perjury attesting that the buyer is in compliance with the Act.

PENALTIES

Violations of the Act can result in forfeiture of real property to the State of Florida and/or criminal penalties for both the buyer and the seller.

DISCLAIMER

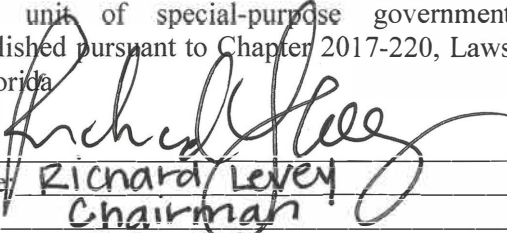
This Notice provides a brief summary of the Act and is not a substitute for legal advice. Persons with questions as to the Act should seek legal advice. In the event of a discrepancy between the Notice and the Act, the Act itself controls.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

By signing below, I acknowledge that I have reviewed this Notice and have had an opportunity to seek legal advice.

Buyer:

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

By: 
Name: Richard Levey
Title: Chairman
Date: 2.12.24

Sunbridge Stewardship District

Bill of Sale

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That **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 (the “**Transferor**”), for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature (“**Toho**”), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and properties owned by Transferor which are used or held for use by Transferor exclusively in connection with those water and/or wastewater systems of Transferor located on the property described on **Exhibit “A”** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the “**Utility System**”) constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the “**Utility Assets.**”

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Transferor represents and warrants to Toho that (i) Transferor is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Transferor has not previously sold or assigned the Utility Assets to any other party; and (iii) Transferor will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Transferor.

Transferor hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Transferor has caused this instrument to be executed as of the date and year written below.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

Jennifer L. Walden
Name: JENNIFER L. WALDEN
Amanda Lane
Name: Amanda Lane

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida
By: *Richard Levey*
Name: Richard Levey
Title: Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of February, 2024 by Richard Levey, Chairman of SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, on behalf of the same, who is personally known to me or produced _____ for identification.

Notary: *Victoria L. Mullins*

[NOTARIAL SEAL]

Print Name: Victoria L Mullins
Notary Public, State of Florida

Exhibit "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida.

**Sunbridge
Stewardship District**

FIPTA Certificate of Non-Foreign Entity Status

FIRPTA CERTIFICATE OF NON-FOREIGN ENTITY STATUS

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this day personally appeared Richard Levey, hereafter referred to as "Affiant", as Chairman of **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida ("Transferor"), who being first duly sworn on oath and under penalty of perjury, states as follows:

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445) the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of property and not the disregarded entity. To inform the transferee, TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, that withholding of tax is not required upon the conveyance to transferee of a U.S. real property interest in the real property more particularly described on Exhibit "A" attached hereto, Affiant hereby certifies the following.

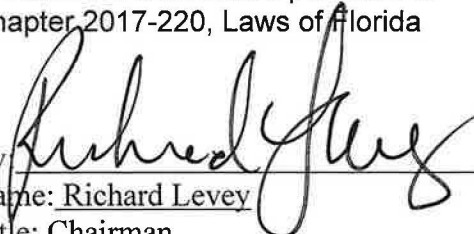
1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Treasury Regulations).
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii).
3. Transferor's U.S. Federal Tax Identification Number is 36-4874921.
4. Transferor's address is 12051 Corporate Boulevard, Orlando, Florida 32817.

Transferor understands that this certification may be relied upon by the transferee and disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine or imprisonment, or both.

Under penalty of perjury, Affiant declares that she/he has examined this certification and to the best of her/his knowledge and belief it is true, correct and complete, and further declares that she/he has authority to sign this document on behalf of Transferor.

[SIGNATURE FOLLOWS ON THE NEXT PAGE]

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

By: 
Name: Richard Levey
Title: Chairman

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of February, 2024, by Richard Levey, as Chairman of **SUNBRIDGE STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, who is personally known to me, or produced _____ as identification.


Notary Public Signature
Print Notary Name: Victoria L Mullins

[AFFIX NOTARY SEAL]



EXHIBIT "A"

LEGAL DESCRIPTION

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

**Sunbridge
Stewardship District**

Seller's Affidavit

SELLER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Richard Levey
 ("Affiant"), as Chairman of **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 ("Seller"), who being by me first duly sworn, on oath, deposes and says:

1. That Seller is the owner of the following described property:

See Exhibit "A" attached hereto and incorporated herein (the "Property").

2. That the Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for real estate taxes for the year 2024 and except for those items mentioned in Fidelity National Title Insurance Company Commitment Number 11453495 together with Endorsement No. 1, and that there have been no documents recorded in the Public Records of Osceola County, Florida subsequent to January 31, 2024 at 5:00 p.m. which affect title to the Property, and that Seller has not entered into any contracts for the sale, disposition, leasing or conveyance of the Property since said date, other than with respect to the conveyance to TOHOPEKALIGA WATER AUTHORITY, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Buyer").

3. That there have been no improvements, alterations, or repairs since acquisition by the Seller to the Property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no construction, mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the Property.

4. That Affiant knows of no violations of Municipal or County Ordinances pertaining to the Property. There are no unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements and no notice has been received regarding future or pending assessments for improvements by any government agency or department.

5. That this Affidavit is made for the purpose of inducing the Buyer to acquire said Property from Seller and for the purpose of inducing Holland & Knight LLP and Fidelity National Title Insurance Company to delete certain standard exceptions from the title policy being issued in connection with Buyer's purchase of the Property.

6. That no judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied.

7. That there are no persons other than Seller in possession of the Property.

8. Affiant further states that they are familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that they have read, or heard read to them, the full facts of this Affidavit and understands its context.


Print name: Richard Levey

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of February, 2024, by Richard Levey, who is personally known to me, or produced _____ as identification.


Notary Public Signature
Print Notary Name: Victoria L Mullins

[AFFIX NOTARY SEAL]

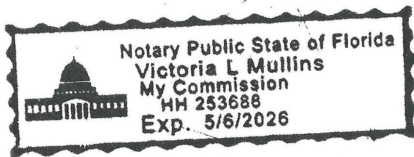


EXHIBIT "A"

LEGAL DESCRIPTION

Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

Sunbridge Stewardship District

Closing Statement

CLOSING STATEMENT

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

GRANTEE: TOHOPEKALIGA WATER AUTHORITY, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature

CLOSING AGENT: Holland & Knight LLP

TITLE COMPANY: Fidelity National Title Insurance Company

PROPERTY: Tract LS-1, WESLYN PARK PHASE 4-1A, according to the plat thereof, as recorded in Plat Book 34, Pages 132 through 139, inclusive, in the Public Records of Osceola County, Florida

TRANSACTION: TRANSFER OF LIFT STATION TRACT

CLOSING DATE: February 15, 2024

ALL CLOSING COSTS TO BE PAID BY GRANTOR:

Title Related Charges:

Title Search Fee	\$ 250.00
Title Premium:	\$ 2,288.50

Subtotal: \$ 2,538.50

Recording and Filing Charges:

Special Warranty Deed (6 pgs)	\$ 52.50
E-Recording	\$ 4.75

Subtotal: \$ 57.25

TOTAL CLOSINGS COSTS: **\$ 2,595.75**

DISBURSEMENTS

Title Company	\$ 2,538.50
Clerk of Court, Osceola County	<u>\$ 57.25</u>

TOTAL DISBURSEMENTS: **\$ 2,595.75**

Pursuant to the Osceola County Tax Collector, Property does not generate a tax bill and therefore no taxes are due on the Property.

The parties hereby acknowledge that they have read the foregoing Closing Statement, certify it correct and authorizes Holland & Knight LLP, as Closing Agent, to disburse the funds in the manner, in the amounts and to the persons set forth above.

WIRE TRANSFER INSTRUCTIONS to Holland & Knight, LLP. All incoming funds for Closing should be wire transferred according to the attached Wire Instructions.

SIGNATURE PAGES FOLLOW

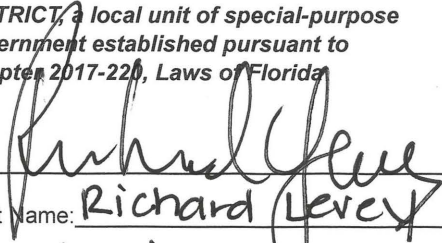
WIRE TRANSFER INSTRUCTIONS to Holland & Knight, LLP. All incoming funds for Closing should be wire transferred according to the attached Wire Instructions.

SIGNATURE PAGES FOLLOW

CLOSING STATEMENT SIGNATURE PAGE

GRANTOR:

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

By: 
Print Name: Richard Levey
Title: Chairman

CLOSING STATEMENT SIGNATURE PAGE

GRANTOR:

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


By: _____

Print Name: _____

Title: _____

GRANTEE:

**TOHOPEKALIGA WATER AUTHORITY, an independent special district
established and created pursuant to Chapter 189, Florida Statutes, by
special act of the Florida Legislature**

By: 
Todd Swingle (Feb 9, 2024 17:16 EST)

Todd P. Swingle, CEO/Executive Director

Signature: 
Todd Swingle (Feb 9, 2024 17:16 EST)

Email: tswingle@tohowater.com

Company: TOHOPEKALIGA WATER AUTHORITY

Sunbridge Stewardship District

**Landscape Management Agreement
between SSD and Cherrylake, Inc.
(Weslyn Park Holistic Landscape Management)**

**LANDSCAPE MANAGEMENT AGREEMENT BETWEEN SUNBRIDGE STEWARDSHIP DISTRICT
AND CHERRYLAKE, INC.
(WESLYN PARK HOLISTIC LANDSCAPE MANAGEMENT)**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of February, 2024, by and between:

Sunbridge Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, being situated in Osceola County, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “District”); and

Cherrylake, Inc., a Florida corporation, whose address is 7836 Cherry Lake Road, Groveland, Florida 34736 (hereinafter “Consultant” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by the Florida Legislature for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District desires to retain an independent contractor to provide landscape management services for the lands known as Weslyn Park within the District as further identified in this Agreement; and

WHEREAS, Consultant represents that it is qualified to serve as a landscape management consultant and has agreed to provide to the District those services as further described in **Exhibit A**, the Scope of Services attached hereto, and incorporated herein (“Landscape Management Services”); and

WHEREAS, the District finds that entering into this Agreement with Consultant to provide landscape management services is in the best interest of the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Consultant is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Consultant have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

- A. The District desires that the Consultant provide professional landscape management services within presently accepted standards. Upon all parties executing this Agreement, the Consultant shall provide the District with the specific services as set forth in this Agreement.
- B. While providing the services identified in this Agreement, the Consultant shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Consultant shall provide the specific professional services as shown in Paragraph 3 of this Agreement.
- D. If Consultant uses subcontractors to provide the services identified in this Agreement, the Consultant shall notify the District in writing five (5) days prior to the subcontractor's commencement of such services.

3. SCOPE OF LANDSCAPE MANAGEMENT SERVICES. The duties, obligations, and responsibilities of the Consultant are those described in the Agreement attached hereto as **Exhibit A**. Consultant agrees to provide such services. Consultant further agrees to provide copies of all reports, findings, and recommendations, as set forth in Exhibit A, to the Tohopekaliga Water Authority ("Toho"), pursuant to that certain *Interlocal Agreement* between the District and Toho. Consultant shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Consultant as if described and delineated in this Agreement.
- B. The Consultant agrees that the District shall not be liable for the payment of any work or services unless the District, through an

authorized representative of the District, authorizes the Consultant, in writing, to perform such work.

- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret, and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Consultant's services.
 - (1) The District hereby designates the District Manager to act as its representative.
 - (2) The Consultant agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- D. In the event that time is lost due to heavy rains ("Rain Days"), the Consultant agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Consultant shall provide services on Saturdays if needed to make up Rain Days but shall not provide services on Sundays.
- E. Consultant shall use all due care to protect the property of the District, its residents, and landowners from damage. Consultant agrees to repair any damage resulting from Consultant's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement, the District agrees to pay the Consultant One Hundred Thousand Dollars (\$100,000.00) per year in equal monthly payments of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$8,333.33) for the three (3) year term of the Agreement. Work shall commence on or around _____, 2024, and end _____, 2027. In the event this Agreement is terminated pursuant to Section 13 herein, payment will be prorated for the payment period during which termination becomes effective.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, the Consultant agrees to negotiate in

good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Consultant shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services not included in the Scope of Services can be provided by the Consultant. However, no additional services shall be provided by the Consultant unless done at the written direction of the District. Fees for such additional services shall be as negotiated between the District and the Consultant.

- C. The District may require, as a condition precedent to making any payment to the Consultant, that all subcontractors, materialmen, suppliers, or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Consultant provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Consultant, in a form satisfactory to the District, that any indebtedness of the Consultant, as to services to the District, has been paid and that the Consultant has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. The Consultant shall maintain records conforming to usual accounting practices. Further, the Consultant agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Consultant to provide.

6. INSURANCE.

- A. The Consultant or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

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

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

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

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

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

B. The District, its staff, consultants, agents, and supervisors shall be named as additional insureds and certificate holders. The Consultant shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Consultant fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

7. INDEMNIFICATION.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- B. Consultant agrees to indemnify and hold harmless the District and its officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Consultant. Consultant 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. Any subcontractor retained by the Consultant shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

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

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

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

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

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

13. TERMINATION. The District agrees that the Consultant may terminate this Agreement with cause by providing thirty (30) 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; and that the Consultant may terminate this Agreement for any reason by providing thirty (30) days written notice of termination to the District. The Consultant agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Consultant. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Consultant.

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

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

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

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Consultant is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and the Consultant relating to the subject matter of this Agreement.

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

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

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

A. If to the District: Sunbridge Stewardship District
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Consultant: Cherrylake, Inc.
735 Primera Boulevard, Suite 145
Lake Mary, Florida 32746
Attn: Timothee Sallin

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

23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Consultant 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 the Consultant 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 the Consultant and their respective representatives, successors, and assigns.

24. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Osceola County, Florida.

25. EFFECTIVE DATE. This Agreement shall be effective upon the date first written above and shall remain in effect for a period of three (3) years, unless terminated by either of the District or the Consultant in accordance with the provisions of this Agreement.

26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Consultant acknowledges that the designated public records custodian for the District is **Lynne Mullins** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant

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 Consultant'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 Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, OR 3501 QUADRANGLE BOULEVARD, SUITE 270, ORLANDO, FLORIDA 32817.

27. 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.

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

29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

30. E-VERIFY REQUIREMENTS. The Consultant shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Consultant shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Consultant has knowingly violated Section 448.091, *Florida Statutes*.

If the Consultant anticipates entering into agreements with a subcontractor for the Work, Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Consultant represents that no public employer has terminated a contract with the Consultant under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Consultant agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*

32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

ATTEST:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

CHERRYLAKE, INC.

By: _____

By: _____
Its: _____

- Exhibit A: Scope of Services**
- Exhibit B: Proposal Pricing**
- Exhibit C: Insurance Certificate and Endorsements**

Exhibit A
Scope of Services



WESLYN PARK HOLISTIC LANDSCAPE MANAGEMENT

Attention: Clint Beaty, Dr. Richard Levey, Rob Adams, Brittani Luongo, Bryan Merced, Brent Schademan, Dr. Pierce Jones, Jennison Kipp

INTRODUCTION

The Sunbridge Stewardship District's commitment to water quality preservation, water resource conservation, ecological preservation and community engagement is commendable. The adoption of alternative landscapes within Sunbridge as defined by the *Sunbridge Community Landscape Standards*, is an important aspect of this commitment.

Introducing alternative landscape patterns on such a large scale presents significant challenges, primarily due to the unfamiliarity of homebuilders, homeowners and landscapers with this new style of landscaping. Stakeholders lack the knowledge of native plants and landscape practices required for success. Additionally, there are supply chain issues that encompass a range of aspects from the availability of native plant material to the necessary design, implementation and maintenance services.

Complicating these inherent challenges is the fragmented governance structure in Sunbridge, which impacts landscape management. The involvement of multiple entities can result in a compartmentalized approach, hindering effective coordination.

Because these living landscapes are intended to function as connected ecosystems, it is vital that they be managed holistically. It's crucial to maintain a well-managed chain of custody to ensure integrity and quality at each critical control point. To optimize any desired outcome, it's essential to consider the entire system. For instance, to reduce irrigation use, an integrated approach is needed that addresses soil health, plant selection, maintenance practices and landscape design.

Our traditional industry framework does not support a systems-based approach to landscape management. This is evident in how contracts, budgets, scopes of work, and accountabilities are organized - they are fragmented and compartmentalized. Such structuring leads to considerable inefficiencies, resulting in waste and a loss of value.

Holistic Landscape Management addresses these barriers to success in a manner that is cost effective and sustainable, working within the existing governance structure to address community stakeholders expectations.

PROPOSAL

Cherrylake would like to propose the following Landscape Management Services at Weslyn Park.

SCOPE OF SERVICES:

1. Water Management
2. Community Engagement
3. Landscape Design
4. Landscape Implementation
5. Landscape Maintenance
6. Variances and Modifications

Water Management Goals & Objectives

1. Collaborate with UF's H2OSAV program to establish irrigation water budgets based on the Toho Efficiency Program (28"/year) and the *Sunbridge Community Landscape Standards* for all Weslyn Park common areas and individual residential parcels.
2. Collaborate with UF's Sustainable Floridians Benchmarking and Monitoring Program to design and deploy a dynamic community water dashboard based on Weslyn Park metered water data. The purpose of the dashboard is to drive engagement through gamification. No confidential or individual homeowner data will be shared.
3. Publish a monthly newsletter featuring the community water dashboard, pro-gardening tips, and best practices for conserving water.
4. Collaborate with community stakeholders to establish an automated messaging system designed to email **High Water Users** helpful data and resources for conserving water.
5. Offer 30-minute consultations to high water users to discuss conservation practices, adjust irrigation run times, and provide professional assistance.
6. Disseminate water budgets to **Landscape Managers** working in Weslyn Park. A *Landscape Manager is a landscaper hired by the HOA, Stewardship District, Tavistock or Home Builders as well as any homeowner hired landscaper who wishes to be included on the **Recommended Landscape Managers list**.*
7. Facilitate a monthly landscape manager accountability meeting in which water dashboards are reviewed, individual over-budget parcels are identified, and recommendations for improved performance are discussed.

8. The University of Florida Sustainable Floridians Program will be the independent third party provider of water budgets and adherence monitoring. Cherrylake's role will be to disseminate information and coordinate the landscape managers' response.

Community Engagement Goals & Objectives

1. Publish a monthly newsletter that includes the community water dashboard, plant of the month, pro-tip of the month and an upcoming events schedule.
2. Collaborate with the Headwaters Foundation Naturalist and Tavistock marketing team to facilitate quarterly events such as plant sales, butterfly walks, educational sessions and so on.
3. Host a quarterly town hall meeting for residents to ask questions, share observations, and address concerns regarding Weslyn landscapes.
4. Build rapport with community members.
5. Promote positive community engagement with the landscapes in Weslyn Park.

Landscape Design Goals & Objectives

1. Provide landscape design training to home builders and their selected landscapers upon request. Training will be based on design patterns and plant-pallet created by Cherrylake for Dreamfinder Homes. While optional, voluntary adoption of these design patterns within the community will increase landscape appeal and cohesion while improving the supply chain and cost structure for builders. Additional information on design patterns is provided later in this document.
2. Review landscape designs plans for homebuilders upon request. Plans will be reviewed for compliance with the *Sunbridge Community Landscape Standards*.
3. Review landscape modifications for homeowners.
4. Provide 30-minute landscape consultations to homeowners seeking to modify an existing landscape.

Landscape Implementation Goals & Objectives

1. Collaborate with stakeholders to update and clarify the *Sunbridge Community Landscape Standards* and establish an objective protocol for conducting landscape inspections, providing transparency and consistency to all parties.
2. Perform Landscape turnover inspections prior to final acceptance. Ensure compliance with the community design standards.

3. Provide community supply chain solutions for native plants via www.cherrylakecurbside.com. This is an ecommerce service with last mile delivery in the community.
4. Self-Perform: Cherrylake will propose landscape implementation services directly to the builders. Builders remain free to hire their own landscaper.

Landscape Maintenance Goals & Objectives

1. Offer monthly training and certification workshops for landscape managers. This will serve to “certify” landscape managers who wish to be identified as *Recommend Landscape Managers*. Emphasis will be placed in the following skills and core competencies:
 - a. Water Management: Landscapers must demonstrate an understanding of the Sunbridge water conservation goals, how to interpret the water data and community dashboards, familiarity with Florida Water Star principles and best practices for conserving water in native landscapes.
 - b. Plant Identification: Landscapers must demonstrate proficiency in 50 native plants - from the approved Sunbridge Community Plant List.
 - c. Florida Friendly Landscaping Principles: demonstrate proficiency in the 9 principles:
 1. Right Plant Right Place
 2. Water Efficiently
 3. Fertilize Appropriately
 4. Mulch
 5. Attract Wildlife
 6. Manage Yard Pest Responsibility
 7. Recycle yard Waste
 8. Reduce Stormwater Runoff
 9. Protect the Waterfront
 2. Collaborate with UF’s Sustainable Floridians, Stewardship District and/or Headwaters Foundation to establish water budgets for landscape managers.
 3. Distribute water dashboards and budgets to landscape managers..
 4. Facilitate a monthly landscape manager accountability meeting to review water dashboards and best practices.
 5. Coordinate community pine straw services.
 6. Provide community supply chain solutions for native plants via www.cherrylakecurbside.com.
-

7. Self Perform: Cherrylake is currently maintaining model homes, townhomes and the Weslyn Park Phase 1 Common Areas. Cherrylake may seek to increase its direct share of maintenance services to the HOA, homebuilders or the homeowners.

Variations and Modifications Goals & Objectives

1. Review landscape modifications and variances to ensure compliance with the *Sunbridge Community Landscape Standards*.
2. Provide 30-minute consultations to homeowners upon request to assist in the designs of modifications.
3. Provide community supply chain solutions for native plants via www.cherrylakecurbside.com.
4. Self-Perform: Cherrylake will offer optional full-service landscape modification packages to homeowners.

This preliminary scope of work is to be finalized with community stakeholders.

The remainder of this document covers:

- A sample allocation of time to perform the scope of work
- Cherrylake Residential Services
- Quantitative Impacts
- Weslyn Park Landscape Design Patterns
- Team Members
- Cherrylake Self-Performed Work
- Program Costs and Pricing

SAMPLE ALLOCATION OF TIME FOR PROGRAM SERVICES

Task	Frequency	Standard	Hrs / wk
Water Consultations	75 per month	1 hour	17
New Home Inspections	4 per week	2 hours	8
Landscape Consultations	1 per week	2 hours	2
Landscaper Meeting	Monthly	2 hours	1
Community Town Hall Meeting	Quarterly	4 hours	1
Community Event	Quarterly	8 hours	1
Community Newsletter	Monthly	8 hours	2
Landscapers Training & Certification	Monthly	8 hour	2
Landscape Design Workshop	Quarterly	4 hours	1
Notifications Coordination	Monthly	20 hours	5
Stakeholder Coordination & Planning	Monthly	10 hours	3
Total Hours a Week			43

MONTHLY REPORTING

Cherrylake will provide a monthly report to the client including:

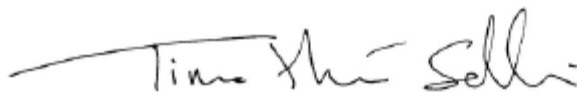
1. Account of activities in the completed period:
 - a. New Home Inspections
 - b. Water Consultations
 - c. Landscape Consultations
 - d. Landscaper Meetings
 - e. Community Events
2. Analysis of H2O save consumption data, month over month
3. Objectives and Goals for the coming period
4. Narrative addressing accomplishments, challenges and opportunities, means and methods.

PRICING

This is a three year program with a total cost of \$300,000.

Payment will be due monthly in the amount of \$8,333.33

Sincerely,



Timothee Sallin
Co-CEO

Sunbridge Stewardship District

**Funding and Access Agreement
between the SSD and Tavistock East III, LLC**

**FUNDING AND ACCESS AGREEMENT BETWEEN THE SUNBRIDGE STEWARDSHIP DISTRICT AND
TAVISTOCK EAST III, LLC**

This Funding and Access Agreement (the "Agreement") is made and entered into this _____ day of _____, 2024, by and between:

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, and located in Osceola County, Florida, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817(the "District"), and

TAVISTOCK EAST III, LLC, a Florida limited liability company and a landowner in the District, whose address is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827, its successors and assigns, together with its successors and assigns (the "Developer").

RECITALS

WHEREAS, the District was established by an Act passed by the Florida Legislature, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, Developer presently owns and/or is developing certain real property within the District known as Weslyn Park (the "Property"), which Property will benefit from the timely provision of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District has entered into that certain *Landscape Management Agreement* dated _____, 2024, between the District and Cherrylake, Inc. to establish landscape management practices for the Weslyn Park community within the District to maximize water conservation and ecological preservation (the "Cherrylake Agreement"); and

WHEREAS, the District is also party to the *Water Conservation Program Interlocal Agreement* dated _____, 2024, between the District and the Tohopekaliga Water Authority ("Toho") whereby Toho has agreed to provide a portion of the funding for the Cherrylake Agreement (the "Interlocal Agreement"); and

WHEREAS, the Developer is willing to provide funds for the Cherrylake Agreement which are not covered by the Interlocal Agreement, as well as access to the Property in order to implement the landscape management practices.

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

1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to fund the Cherrylake Agreement, of which the District anticipates Toho being a 50% participant, however Developer agrees to provide any such funds that are not reimbursed by Toho. The Parties agree that the total funding for this Agreement shall not exceed the 3-year total amount of \$300,000 as set forth in the Cherrylake Agreement and that the Developer's funding obligation shall be net of any funds provided by Toho. If funding from Toho meets the entire funding needs of the District under the Cherrylake Agreement, then the District shall refund any monies paid by the Developer under this agreement upon receipt of duplicative funds from Toho.

A. Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager.

B. Developer and the District agree that all fees, costs or other expenses incurred by the District for the services related to the Cherrylake Agreement contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement or from funding received by the District from Toho. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by the Cherrylake Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. GRANT OF ACCESS. The Developer hereby grants to the District and its consultant Cherrylake, Inc. access over, upon, under, through, and across the Property in order

to execute the Cherrylake Agreement in accordance with the scope of service set forth therein.

3. TERMINATION. Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

A. If to District: Sunbridge Stewardship District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Jonathan T. Johnson

B. If to Developer: Tavistock East III, LLC
6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827
Attn: _____

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

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

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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

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

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

WITNESSES:

TAVISTOCK EAST III, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Its: _____

Print Name: _____

Sunbridge Stewardship District

Fire Ant Control Proposal



FIRE ANT CONTROL, LLC

6671 Juniper Lane

Bokeelia, FL 33922

info@fireantcontrol.com

239-321-8200

FIRE ANT CONTROL PROPOSAL

Proposal Submitted to:

Contact Business
Name: Samantha Sharenow Name: Sunbridge

Service
Location: Cyrils Dr Date: 13 February 2024

City, State, Zip: Lake Nona, FL Phone: 407-522-7140

We hereby submit specifications and estimates for:

The treatment for the control of fire ants the above described property. Cost below includes the amterials and applications.

Additional work to be done, comments or special instructions: Cyrils Dr Roadway

Fire Ant Control, LLC. guarantees to provide full coverage service to apply fire ant bait to the above named property with permission of the above named contact. Fire Ant Control, LLC. guarantees to control fire ant infestations, specifically to reduce the size and number of fire ant colonies/mounds on the property.

Customer patience is all that is needed with fire ant control. For optimal results, 2-3 applications per year are mandatory for year-round control. If prior to the next treatment (after allowing eight (8) weeks from application date), a fire ant infestation occurs on the treated area, Fire Ant Control, LLC. **will retreat the area of infestation** at no additional cost.

TERMS OF AGREEMENT: All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost , will be executed only upon written orders, and will become an extra charge over and above the estimate.

Fire Ant Control, LLC. reserves the right to adjust pricing prior to the next treatment and will advise customer of an adjustment in advance.

All agreements are contingent upon weather, accidents, and unforeseen delays, which are all beyond the control of and no liability will be assumed by Fire Ant Control, LLC. due to these conditions. Fire Ant Control, LLC. makes no expressed or implied warranties of products used other than that specified by the manufacturer. This proposal is subject to acceptance within 30 days and is void thereafter.

Fire Ant Control, LLC cannot guarantee fire ants will never be present on the property. At any time during or after treatment, it is possible for fire ant nests to exist on and around the property, even with regular treatments - for this reason, continue to monitor the property to protect people and animals from possible contact with fire ants.

Price per treatment \$750.00 Submitted for Fire Ant Control, LLC by: Pete Rials, Owner

Acceptance of Proposal: The above prices, specification and conditions are hereby accepted. Fire Ant Control, LLC. is authorized to do the work as specified.

Customer Signature: _____ Date: _____

Acceptance of this proposal, either by signature or by verbal agreement, makes the agreement the invoice for payment of service. **Payment is due upon completion of the services stated above.** After thirty days, accounts are considered to be in arrears and an interest charge of 1.5% monthly accrues until this invoice is paid in full. Customer is liable for all legal and collection fees.

Sunbridge Stewardship District

**Funding Agreement with
Florida Headwaters for Beehives**

**FUNDING AGREEMENT BETWEEN THE SUNBRIDGE STEWARDSHIP DISTRICT AND FLORIDA
HEADWATERS FOUNDATION**

This Funding Agreement (the "Agreement") is made and entered into this _____ day of March, 2024, by and between:

SUNBRIDGE STEWARDSHIP DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2017-220, Laws of Florida, and located in Osceola County, Florida, with a mailing address of 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817(the "District"), and

FLORIDA HEADWATERS FOUNDATION, whose address is 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827, its successors and assigns, together with its successors and assigns (the "Foundation").

RECITALS

WHEREAS, the District was established by an Act passed by the Florida Legislature, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District is presently party to the *Research Agreement* dated April 8, 2022, between the District and University of Central Florida Research Foundation, Inc., the purpose of which is to assess native plant material for use in ecologically sounds, resource efficient residential developments (the "Research Agreement"); and

WHEREAS, the District desires to modify the Research Agreement to include the installation of honeybee hives and the Foundation agrees to grant funds to the District for such purpose; and

WHEREAS, the District and the Foundation desire to enter into this Agreement to provide funds to enable the District to pay for certain costs associated with the Research Agreement, specifically the installation of honeybee hives.

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

1. PROVISION OF FUNDS. The Foundation agrees to provide Five Thousand Seven Hundred Twenty Dollars (\$5,720.00) in order to fund the installation of honeybee hives pursuant to the Research Agreement, as modified. Such funds may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The Foundation agrees to provide the funds within fifteen (15) days of receipt of written notification from the District Manager of the need for

such funds. The District agrees that any funds provided by the Foundation pursuant to this Agreement shall be used solely for the work contemplated by this Agreement.

2. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

3. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

4. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

A. If to District: Sunbridge Stewardship District
3501 Quadrangle Boulevard, Suite 270
Orlando, Florida 32817
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Jonathan T. Johnson

B. If to Foundation: Florida Headwaters Foundation
6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827
Attn: _____

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

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

9. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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

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

12. PUBLIC RECORDS. The Foundation understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

SUNBRIDGE STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

WITNESS:

FLORIDA HEADWATERS FOUNDATION

Print Name: _____

By: _____
Its: _____

Sunbridge Stewardship District

**Operations and Maintenance Expenditures Paid in
October, November, & December 2023, and January 2024
in an amount totaling \$181,055.43**

SUNBRIDGE STEWARDSHIP DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$34,315.76**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Sunbridge Stewardship District
 AP Check Register (Current by Bank)
 Check Dates: 10/1/2023 to 10/31/2023

Check No.	Date	Status*	V ndor ID	Payee Name	Amount
BANK ID: OM6557 - OPERATING ACCOUNT					001-101-0000-00-01
1392	10/04/23	M	KUTAK	Kutak Rock	\$3,140.00
1393	10/04/23	M	PFMGC	PFM Group Consulting	\$2,500.00
1394	10/04/23	M	UNITED	United Land Services	\$14,932.00
1395	10/16/23	M	ONG	Osceola News-Gazette	\$72.48
1396	10/16/23	M	POUBEN	Poulos & Ben ett	\$315.00
1397	10/16/23	M	TOHO	TOHO Water Authority	\$6.54
1398	10/25/23	M	BERMAN	Berman Construction	\$625.00
BANK OM6557 REGISTER TOTAL:					\$21,591.02
BANK ID: OM-ACH - VALLEY BANK - ACH & WIRES					001-101-0000-00-01
0005	10/16/23	M	EGIS	Egis Insurance & Risk Advisors	\$10,341.00
BANK OM-ACH REGISTER TOTAL:					\$10,341.00
GRAND TOTAL :					\$31,932.02

21,591.02	Checks 1392 - 1398
10,341.00	O&M wires
2,383.74	PA 221 - OUC paid online
34,315.76	O&M cash spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
 ** Denotes broken check sequence.

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 221

9/29/2023

Item No.	Vendor	Invoice Number	General Fund
1	Kutak Rock General Counsel Through 08/31/2023	3282157	\$ 3,140.00
2	OUC Electric Services 08/25/2023 - 09/26/2023	Acct: 5981605831	\$ 2,383.74
3	PFM Group Consulting Series 2022 Quarterly Disclosure Through 09/30/2023	126967	\$ 2,500.00
4	United Land Services July Phase 1 Landscaping (reduced)	35313	\$ 3,451.27
	July Phase 2 Landscaping (reduced)	36349	\$ 4,014.73
	August Phase 1 Landscaping (reduced)	38393	\$ 3,451.27
	August Phase 2 Landscaping (reduced)	38404	\$ 4,014.73
TOTAL			\$ 22,955.74

Lynne Mullins

District Manager / Asst District Manager

Richard J. Jurek

Board Member

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 222

10/6/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Berman Construction October Irrigation and Admin Staffing Management	39601	\$ 625.00	FY 2024
2	Egis Insurance & Risk Advisors FY 2024 Insurance	20432	\$ 10,341.00	FY 2024
3	Osceola News- Gazette Legal Advertising on 09/28/2023	DF0F4196-0016	\$ 72.48	FY 2024
4	Poulos & Bennett Engineering Services Through 08/31/2023	18-203(56)	\$ 315.00	FY 2023
5	Toho Water Authority 6700 Odd Cyrils Dr: 07/25/2023 - 08/24/2023	Acct: 54827115	\$ 6.54	FY 2023

TOTAL \$ 11,360.02

321.54	FY 2023
11,038.48	FY 2024

Lynne Mullins

District Manager / Asst District Manager

Richard Jurez

Board Member

RECEIVED
 By Amanda Lane at 3:28 pm, Oct 10, 2023

SUNBRIDGE STEWARDSHIP DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from November 1, 2023 through November 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$68,122.31**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Sunbridge Stewardship District
 AP Check Register (Current by Bank)
 Check Dates: 11/1/2023 to 11/30/2023

Check No.	Date	Status*	V ndor ID	Payee Name	Amount
BANK ID: OM6557 - OPERATING ACCOUNT					001-101-0000-00-01
1399	11/03/23	M	ONG	Osceola News-Gazette	\$59.62
1400	11/07/23	M	DEO	Dept. of Economic Opportunity	\$175.00
1401	11/28/23	M	BERMAN	Berman Construction	\$625.00
1402	11/28/23	M	CEPRA	Cepra Landscape	\$29,366.66
1403	11/28/23	M	KUTAK	Kutak Rock	\$912.50
1404	11/28/23	M	ONG	Osceola News-Gazette	\$59.62
1405	11/28/23	M	PFMGC	PFM Group Consulting	\$8,333.34
1406	11/28/23	M	TOHO	TOHO Water Authority	\$20,903.24
1407	11/28/23	M	USBANK	U.S. Bank	\$4,256.13
1408	11/28/23	M	VGLOBA	VGlobalTech	\$1,040.00
BANK OM6557 REGISTER TOTAL:					\$65,731.11
GRAND TOTAL :					\$65,731.11

65,731.11	Checks 1399 - 1408
2,391.20	PA 225 - OUC paid online
68,122.31	O&M cash spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
 ** Denotes broken check sequence.

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 223

10/13/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	US Bank			
	FY 2023 Trustee Service Fee: 09/01/2023 - 09/30/2023	7071046	\$ 340.49	FY 2023
	FY 2024 Trustee Service Fee: 10/01/2023 - 08/31/2023	7071046	\$ 3,915.64	FY 2024

TOTAL \$ 4,256.13

340.49	FY 2023
3,915.64	FY 2024

Lynne Mullins

District Manager / Asst District Manager

Richard Jurek

Board Member

RECEIVED
 By Amanda Lane at 9:16 am, Oct 26, 2023

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 224

10/20/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Cepra Landscape October Landscaping	O-S4872	\$ 14,683.33	FY 2024
2	VGlobalTech Q2 ADA Audit	5183	\$ 300.00	FY 2023
	August Website Maintenance	5305	\$ 110.00	FY 2023
	September Website Maintenance	5401	\$ 110.00	FY 2023
	Q3 ADA Audit	5442	\$ 300.00	FY 2023

TOTAL \$ 15,503.33

\$ 820.00	FY 2023
\$ 14,683.33	FY 2024

Lynne Mullins

District Manager / Asst District Manager

Richard Jue

Board Member

RECEIVED
 By Amanda Lane at 9:11 am, Oct 27, 2023

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 225

10/27/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Osceola News- Gazette Legal Advertising on 10/26/2023	DF0F4196-0017	\$ 59.62	FY 2024
2	OUC Services 09/26/2023 - 10/24/2023	Acct: 5981605831	\$ 2,391.20	FY 2024
3	PFM Group Consulting DM Fee: October 2023	DM-10-2023-47	\$ 4,166.67	FY 2024

TOTAL \$ 6,617.49

\$	-	FY 2023
\$	6,617.49	FY 2024

Lynne Mullins

 District Manager / Asst District Manager

Richard Jurek

 Board Member

RECEIVED
 By Amanda Lane at 4:26 pm, Nov 01, 2023

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 226

11/3/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Berman Construction November Irrigation and Admin Staffing Management	40541	\$ 625.00	FY 2024
2	Florida Department of Economic Opportunity FY 2024 Special District Fee	89246	\$ 175.00	FY 2024
3	Kutak Rock General Counsel Through 09/30/2023	3297177	\$ 912.50	FY 2023
4	VGlobalTech October Website Maintenance November Website Maintenance	5517 5578	\$ 110.00 \$ 110.00	FY 2024 FY 2024
TOTAL			\$ 1,932.50	
			\$ 912.50	FY 2023
			\$ 1,020.00	FY 2024

Lynne Mullins

District Manager / Asst District Manager

Richard Jureg

Board Member

RECEIVED
By Amanda Lane at 12:11 pm, Nov 07, 2023

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 227

11/10/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Cepra Landscape November Landscaping	O-S5115	\$ 14,683.33	FY 2024
2	TOHO Water Authority Phase 1 Meter Charges Through 08/24/2023	--	\$ 10,613.33	FY 2023
	Phase 1 Meter Charges Through 09/25/2023	--	\$ 533.13	FY 2023
	Phase 2 Meter Charges Through 08/24/2023	--	\$ 8,079.60	FY 2023
	Phase 2 Meter Charges Through 09/25/2023	--	\$ 1,677.18	FY 2023

TOTAL \$ 35,586.57

\$ 20,903.24	FY 2023
\$ 14,683.33	FY 2024

Lynne Mullins

District Manager / Asst District Manager

Richard Jurek

Board Member

RECEIVED
 By Amanda Lane at 9:33 am, Nov 14, 2023

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 228

11/17/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Osceola News-Gazette Legal Advertising on 11/30/2023	DF0F4196-0019	\$ 59.62	FY 2024
2	PFM Group Consulting November DM Fees	DM-11-2023-48	\$ 4,166.67	FY 2024
TOTAL			\$ 4,166.67	

\$ -	FY 2023
\$ 4,226.29	FY 2024

Lynne Mullins

District Manager / Asst District Manager

Richard Jurez

Board Member

SUNBRIDGE STEWARDSHIP DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from December 1, 2023 through December 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$32,220.99**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Sunbridge Stewardship District
 AP Check Register (Current by Bank)
 Check Dates: 12/1/2023 to 12/31/2023

Check No.	Date	Status*	V ndor ID	Payee Name	Amount
BANK ID: OM6557 - OPERATING ACCOUNT					001-101-0000-00-01
1409	12/06/23	M	CEPRA	Cepra Landscape	\$4,970.00
1410	12/06/23	M	CRI	Carr Riggs & Ingram	\$1,000.00
1411	12/06/23	M	KUTAK	Kutak Rock	\$1,897.00
1412	12/21/23	M	PFMGC	PFM Group Consulting	\$6,667.30
1413	12/29/23	M	BERMAN	Berman Construction	\$625.00
1414	12/29/23	M	CEPRA	Cepra Landscape	\$14,683.33
BANK OM6557 REGISTER TOTAL:					\$29,842.63
BANK ID: OM-ACH - VALLEY BANK - ACH & WIRES					001-101-0000-00-01
0006	12/29/23	M	TRUSTE	US Bank as Trustee for Sunbrid	\$2,428,228.57
BANK OM-ACH REGISTER TOTAL:					\$2,428,228.57
GRAND TOTAL :					\$2,458,071.20

29,842.63	Checks 1409 - 1414
2,428,228.57	Debt Service, via wire
2,378.36	PA 231 - OUC paid online
2,460,449.56	Total cash spent
32,220.99	O&M cash spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
 ** Denotes broken check sequence.

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 229

11/30/2023

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Carr Riggs & Ingram FY 2023 Audit	17834916	\$ 1,000.00	FY 2024
2	Cepra Landscape Warranty Replacements	O-S5148	\$ 4,970.00	FY 2024
3	Kutak Rock General Counsel Through 10/31/2023	3312306	\$ 1,897.00	FY 2024

TOTAL \$ 7,867.00

\$	-	FY 2023
\$	7,867.00	FY 2024

Lynne Mullins

District Manager / Asst District Manager

Richard J. Jurek

Board Member

RECEIVED
 By Amanda Lane at 1:26 pm, Dec 06, 2023

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 230

12/8/2023

Item No.	Vendor	Invoice Number	General Fund
1	Berman Construction December Irrigation and Admin Staffing Management	41427	\$ 625.00
2	Cepra Landscape December Landscaping	O-S5231	\$ 14,683.33
3	PFM Group Consulting Quarterly Disclosure for 10/01/2023 - 12/31/2023	128242	\$ 2,500.00
	December DM Fee	DM-12-2023-49	\$ 4,166.67
	October Postage	OE-EXP-11-2023-25	\$ 0.63
TOTAL			\$ 21,975.63

Lynne Mullins

District Manager / Asst District Manager

Richard Jurek

Board Member

RECEIVED

By Amanda Lane at 9:59 am, Dec 18, 2023

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 231

12/15/2023

Item No.	Vendor	Invoice Number	General Fund
1	Cepra Landscape November Irrigation Repairs	O-S5166	\$ 1,153.71
2	Osceola News- Gazette Legal Advertising on 12/28/2023	E6BD01F8-0003	\$ 58.19
3	OUC Services 10/24/2023 - 11/22/2023	Acct: 5981605831	\$ 2,378.36
4	PFM Group Consulting FY 2024 Tax Roll	127531	\$ 15,000.00
5	Toho Water Authority 6200 Even Cyrils Dr: 09/25/2023 - 10/25/2023 6450 Cyrils Dr: 09/25/2023 - 10/25/2023	Acct: 54823861 Acct: 54831739	\$ 927.82 \$ 1,784.64
6	VGlobalTech December Website Maintenance	5683	\$ 110.00
TOTAL			\$ 21,412.72

Lynne Mullins

District Manager / Asst District Manager

Richard Jurek

Board Member

SUNBRIDGE STEWARDSHIP DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from January 1, 2024 through January 31, 2024. This does not include expenditures previously approved by the Board.

The total items being presented: **\$46,396.37**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Sunbridge Stewardship District
 AP Check Register (Current by Bank)
 Check Dates: 1/1/2024 to 1/31/2024

Check No.	Date	Status*	V ndor ID	Payee Name	Amount
BANK ID: OM6557 - OPERATING ACCOUNT					001-101-0000-00-01
1415	01/11/24		CEPRA	Cepra Landscape	\$1,153.71
1416	01/11/24		KUTAK	Kutak Rock	\$1,887.00
1417	01/11/24		ONG	Osceola News-Gazette	\$58.19
1418	01/11/24		PFMGC	PFM Group Consulting	\$15,021.35
1419	01/11/24		TOHO	TOHO Water Authority	\$5,842.88
1420	01/11/24		VGLOBA	VGlobalTech	\$110.00
1421	01/22/24		BERMAN	Berman Construction	\$625.00
1422	01/22/24		CEPRA	Cepra Landscape	\$14,683.33
1423	01/22/24		PFMGC	PFM Group Consulting	\$4,205.00
1424	01/22/24		VGLOBA	VGlobalTech	\$410.00
BANK OM6557 REGISTER TOTAL:					\$43,996.46
GRAND TOTAL :					\$43,996.46

43,996.46	Checks 1415 - 1424
2,399.91	PA 232 - OUC paid online
46,396.37	O&M cash spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
 ** Denotes broken check sequence.

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 231

12/15/2023

Item No.	Vendor	Invoice Number	General Fund
1	Cepra Landscape November Irrigation Repairs	O-S5166	\$ 1,153.71
2	Osceola News- Gazette Legal Advertising on 12/28/2023	E6BD01F8-0003	\$ 58.19
3	OUC Services 10/24/2023 - 11/22/2023	Acct: 5981605831	\$ 2,378.36
4	PFM Group Consulting FY 2024 Tax Roll	127531	\$ 15,000.00
5	Toho Water Authority 6200 Even Cyrils Dr: 09/25/2023 - 10/25/2023 6450 Cyrils Dr: 09/25/2023 - 10/25/2023	Acct: 54823861 Acct: 54831739	\$ 927.82 \$ 1,784.64
6	VGlobalTech December Website Maintenance	5683	\$ 110.00
TOTAL			\$ 21,412.72

Lynne Mullins

District Manager / Asst District Manager

Richard Jurek

Board Member

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 232

12/22/2023

Item No.	Vendor	Invoice Number	General Fund
1	Kutak Rock General Counsel Through 11/30/2023	3327319	\$ 1,887.00
2	OUC Services 11/21/2023 - 12/21/2023	Acct: 5981605831	\$ 2,399.91
3	PFM Group Consulting November Reimbursables	OE-EXP-12-2023-28	\$ 21.35
TOTAL			\$ 4,308.26

Lynne Mullins

District Manager / Asst District Manager

Richard Jurek

Board Member

SUNBRIDGE STEWARDSHIP DISTRICT

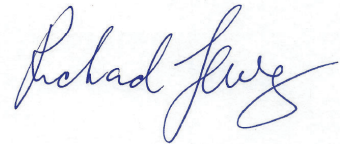
Payment Authorization No. 233

1/5/2024

Item No.	Vendor	Invoice Number	General Fund
1	Berman Construction January Irrigation and Admin Staffing Management	42246	\$ 625.00
2	Cepa Landscape January Landscaping	O-S5355	\$ 14,683.33
3	Toho Water Authority 6200 Even Cyrils Dr: 10/25/2023 - 11/24/2023 6450 Cyrils Dr: 10/25/2023 - 11/24/2023	Acct: 54823861 Acct: 54831739	\$ 416.89 \$ 2,713.53
TOTAL			\$ 18,438.75



District Manager / Asst District Manager



Board Member

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 234

1/12/2024

Item No.	Vendor	Invoice Number	General Fund
1	PFM Group Consulting		
	November Billable Expenses	129180	\$ 38.33
	January District Management Fee	DM-01-2024-49	\$ 4,166.67
TOTAL			\$ 4,205.00

Lynne Mullins

District Manager / Asst District Manager



Board Member

SUNBRIDGE STEWARDSHIP DISTRICT

Payment Authorization No. 235

1/19/2024

Item No.	Vendor	Invoice Number	General Fund
1	VGlobalTech		
	Q4 ADA Audit	5656	\$ 300.00
	January Website Maintenance	5794	\$ 110.00
TOTAL			\$ 410.00



District Manager / Asst District Manager



Board Member

Sunbridge Stewardship District

**Requisition No. S2022-WP-012 Paid in
February 2024 in an amount totaling \$2,595.75**

Sunbridge Stewardship District
Series 2022 - Weslyn Park
Summary of Requisition(s): 12

Requisition **Payable To** **Amount** **Special Instructions** **Submit Payment**

12	Sunbridge Stewardship District	\$ 2,595.75	Please reference requisition(s) 2022-WP-012 on the payment.	Sunbridge Stewardship District c/o PFM Group Consulting LLC 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817-8329
----	--------------------------------	-------------	---	--

Total \$ 2,595.75

REQUISITION

The undersigned, an Authorized Officer of Sunbridge Stewardship District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of June 1, 2022 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of August 1, 2022 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 012

(B) Name of Payee: Sunbridge Stewardship District

(C) Amount Payable: \$2,595.75

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

- Reimbursement to District for Weslyn Park Closing Fees Paid from O&M

(E) Fund, Account or subaccount from which disbursement is to be made: Acquisition and Construction Fund

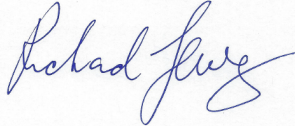
The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2022 (Weslyn Park Project) Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2022 (Weslyn Park) Project and each represents a Cost of the Series 2022 (Weslyn Park) Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

SUNBRIDGE STEWARDSHIP DISTRICT

By: 

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2022 (Weslyn Park) Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2022 (Weslyn Park) Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Second Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

By: 

Consulting Engineer

Sunbridge Stewardship District

District Financial Statements

Sunbridge Stewardship District
Statement of Financial Position
As of 1/31/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$241,352.53				\$241,352.53
Sustainability Reserve	93,081.12				93,081.12
Infrastructure Capital Reserve	10,228.68				10,228.68
Assessments Receivable	16,416.60				16,416.60
Deposits	240.00				240.00
Assessments Receivable		\$106,669.73			106,669.73
Due From Other Funds		13,839.72			13,839.72
S2022 (DW) - Debt Service Reserve		479,150.00			479,150.00
S2022 (WP) - Debt Service Reserve		795,976.25			795,976.25
S2022 (DW) - Revenue		981,609.57			981,609.57
S2022 (WP) - Revenue		1,575,461.70			1,575,461.70
S2022 (DW) - Prepayment		1,379.90			1,379.90
Due From Other Funds			\$2,518.26		2,518.26
S2022 (DW) - Acquisition/Construction			3,289,683.43		3,289,683.43
S2022 (WP) - Acquisition/Construction			31,526.26		31,526.26
Total Current Assets	\$361,318.93	\$3,954,086.87	\$3,323,727.95	\$0.00	\$7,639,133.75
<u>Investments</u>					
Amount Available in Debt Service Funds				\$3,833,577.42	\$3,833,577.42
Amount To Be Provided				33,726,422.58	33,726,422.58
Total Investments	\$0.00	\$0.00	\$0.00	\$37,560,000.00	\$37,560,000.00
Total Assets	\$361,318.93	\$3,954,086.87	\$3,323,727.95	\$37,560,000.00	\$45,199,133.75

Sunbridge Stewardship District
Statement of Financial Position
As of 1/31/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$16,590.11				\$16,590.11
Deferred Revenue	16,416.60				16,416.60
Due To Other Funds		\$2,518.26			2,518.26
Deferred Revenue		106,669.73			106,669.73
Total Current Liabilities	<u>\$33,006.71</u>	<u>\$109,187.99</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$142,194.70</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$37,560,000.00	\$37,560,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$37,560,000.00</u>	<u>\$37,560,000.00</u>
Total Liabilities	<u>\$33,006.71</u>	<u>\$109,187.99</u>	<u>\$0.00</u>	<u>\$37,560,000.00</u>	<u>\$37,702,194.70</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	(\$185,086.20)				(\$185,086.20)
Net Assets - General Government	350,307.36				350,307.36
Current Year Net Assets - General Government	163,091.06				163,091.06
Net Assets, Unrestricted		\$2,397,993.06			2,397,993.06
Current Year Net Assets, Unrestricted		1,446,905.82			1,446,905.82
Net Assets, Unrestricted			\$3,277,015.65		3,277,015.65
Current Year Net Assets, Unrestricted			46,712.30		46,712.30
Total Net Assets	<u>\$328,312.22</u>	<u>\$3,844,898.88</u>	<u>\$3,323,727.95</u>	<u>\$0.00</u>	<u>\$7,496,939.05</u>
Total Liabilities and Net Assets	<u>\$361,318.93</u>	<u>\$3,954,086.87</u>	<u>\$3,323,727.95</u>	<u>\$37,560,000.00</u>	<u>\$45,199,133.75</u>

Sunbridge Stewardship District
Statement of Activities
As of 1/31/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
<u>Revenues</u>					
On-Roll Assessments	\$287,787.75				\$287,787.75
On-Roll Assessments		\$2,442,068.29			2,442,068.29
Inter-Fund Group Transfers In		(2,654.37)			(2,654.37)
Inter-Fund Transfers In			\$2,654.37		2,654.37
Total Revenues	\$287,787.75	\$2,439,413.92	\$2,654.37	\$0.00	\$2,729,856.04
<u>Expenses</u>					
D&O Insurance	\$2,802.00				\$2,802.00
Trustee Services	7,107.74				7,107.74
Management	16,666.68				16,666.68
Engineering	60.00				60.00
Disclosure	2,500.00				2,500.00
District Counsel	5,619.00				5,619.00
Assessment Administration	15,000.00				15,000.00
Audit	1,000.00				1,000.00
Travel and Per Diem	38.33				38.33
Postage & Shipping	21.98				21.98
Legal Advertising	305.30				305.30
Web Site Maintenance	740.00				740.00
Dues, Licenses, and Fees	175.00				175.00
Electric	144.76				144.76
General Insurance	6,539.00				6,539.00
Property & Casualty	1,000.00				1,000.00
Irrigation	12,842.88				12,842.88
Irrigation Parts	1,153.71				1,153.71
Landscaping Maintenance & Material	51,733.32				51,733.32
Landscape Improvements	4,970.00				4,970.00
Contingency	800.00				800.00
Streetlights	7,039.20				7,039.20
Personnel Leasing Agreement	2,500.00				2,500.00
Principal Payments - Del Webb		\$35,000.00			35,000.00
Interest Payments - Del Webb		372,812.50			372,812.50
Interest Payments - Weslyn Park		609,016.25			609,016.25
Total Expenses	\$140,758.90	\$1,016,828.75	\$0.00	\$0.00	\$1,157,587.65

Sunbridge Stewardship District
Statement of Activities
As of 1/31/2024

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Fund	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$16,062.21				\$16,062.21
Dividend Income		\$24,320.65			24,320.65
Dividend Income			\$44,057.93		44,057.93
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$16,062.21</u>	<u>\$24,320.65</u>	<u>\$44,057.93</u>	<u>\$0.00</u>	<u>\$84,440.79</u>
Change In Net Assets	\$163,091.06	\$1,446,905.82	\$46,712.30	\$0.00	\$1,656,709.18
Net Assets At Beginning Of Year	<u>\$165,221.16</u>	<u>\$2,397,993.06</u>	<u>\$3,277,015.65</u>	<u>\$0.00</u>	<u>\$5,840,229.87</u>
Net Assets At End Of Year	<u><u>\$328,312.22</u></u>	<u><u>\$3,844,898.88</u></u>	<u><u>\$3,323,727.95</u></u>	<u><u>\$0.00</u></u>	<u><u>\$7,496,939.05</u></u>

Sunbridge Stewardship District
Budget to Actual
For the Month Ending 01/31/2024

	Year To Date				
	Actual	Budget	Variance	FY 2024 Adopted Budget	Percentage Used
<u>Revenues</u>					
On-Roll Assessments	\$ 287,787.75	\$ 101,405.20	\$ 186,382.55	\$ 304,215.59	94.60%
Developer Contributions	-	16,666.67	(16,666.67)	50,000.00	0.00%
Carry Forward Revenue	32,253.54	32,253.54	-	96,760.61	33.33%
Net Revenues	\$ 320,041.29	\$ 150,325.41	\$ 169,715.88	\$ 450,976.20	70.97%
<u>General & Administrative Expenses</u>					
D&O Insurance	\$ 2,802.00	\$ 900.00	\$ 1,902.00	\$ 2,700.00	103.78%
Trustee Services	7,107.74	2,837.41	4,270.33	8,512.24	83.50%
Management	16,666.68	16,666.67	0.01	50,000.00	33.33%
Engineering	60.00	4,162.59	(4,102.59)	12,487.76	0.48%
Disclosure	2,500.00	1,666.67	833.33	5,000.00	50.00%
Property Appraiser	-	166.67	(166.67)	500.00	0.00%
District Counsel	5,619.00	13,333.33	(7,714.33)	40,000.00	14.05%
Assessment Administration	15,000.00	5,000.00	10,000.00	15,000.00	100.00%
Reamortization Schedules	-	41.67	(41.67)	125.00	0.00%
Audit	1,000.00	2,916.67	(1,916.67)	8,750.00	11.43%
Travel and Per Diem	38.33	166.67	(128.34)	500.00	7.67%
Telephone	-	8.33	(8.33)	25.00	0.00%
Postage & Shipping	21.98	50.00	(28.02)	150.00	14.65%
Copies	-	50.00	(50.00)	150.00	0.00%
Legal Advertising	305.30	1,183.33	(878.03)	3,550.00	8.60%
Miscellaneous	-	16.67	(16.67)	50.00	0.00%
Office Supplies	-	83.33	(83.33)	250.00	0.00%
Web Site Maintenance	740.00	840.00	(100.00)	2,520.00	29.37%
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00	100.00%
Electric	144.76	100.00	44.76	300.00	48.25%
Infrastructure Capital Reserve	-	3,333.33	(3,333.33)	10,000.00	0.00%
General Insurance	6,539.00	2,410.40	4,128.60	7,231.20	90.43%
Property & Casualty Insurance	1,000.00	-	1,000.00	-	-
Irrigation	12,842.88	10,666.67	2,176.21	32,000.00	40.13%
Irrigation Parts	1,153.71	1,000.00	153.71	3,000.00	38.46%
Landscaping Maintenance & Material	51,733.32	46,000.00	5,733.32	138,000.00	37.49%
Landscape Improvements	4,970.00	2,500.00	2,470.00	7,500.00	66.27%
Tree Trimming	-	1,666.67	(1,666.67)	5,000.00	0.00%
Contingency	800.00	3,333.33	(2,533.33)	10,000.00	8.00%
Signage & Amenities Repair	-	333.33	(333.33)	1,000.00	0.00%

Sunbridge Stewardship District
 Budget to Actual
 For the Month Ending 01/31/2024

	Year To Date			FY 2024 Adopted Budget	Percentage Used
	Actual	Budget	Variance		
UF Research Agreement	-	16,666.67	(16,666.67)	50,000.00	0.00%
Streetlights	7,039.20	9,666.67	(2,627.47)	29,000.00	24.27%
Personnel Leasing Agreement	2,500.00	2,500.00	-	7,500.00	33.33%
Total General & Administrative Expenses	\$ 140,758.90	\$ 150,325.41	\$ (9,566.51)	\$ 450,976.20	31.21%
Total Expenses	\$ 140,758.90	\$ 150,325.41	\$ (9,566.51)	\$ 450,976.20	31.21%
Income (Loss) from Operations	\$ 179,282.39	\$ -	\$ 179,282.39	\$ -	
<u>Other Income (Expense)</u>					
Interest Income	\$ 16,062.21	\$ -	\$ 16,062.21	\$ -	
Total Other Income (Expense)	\$ 16,062.21	\$ -	\$ 16,062.21	\$ -	
Net Income (Loss)	\$ 195,344.60	\$ -	\$ 195,344.60	\$ -	

Sunbridge Stewardship District
Cash Flow

	Beg. Cash	FY23 Inflows	FY23 Outflows	FY24 Inflows	FY24 Outflows	End. Cash
10/1/2023	69,018.96	23,007.27	(23,349.76)	249.50	(10,966.00)	57,959.97
11/1/2023	57,959.97	-	(20,425.43)	1,224,593.01	(47,696.88)	1,214,430.67
12/1/2023	1,214,430.67	-	-	1,514,022.53	(2,460,449.56)	268,003.64
1/1/2024	268,003.64	-	-	19,745.26	(46,396.37)	241,352.53
2/1/2024	241,352.53	-	-	36,855.64	(30,097.56)	248,110.61
3/1/2024	248,110.61	-	-	-	(110.00)	248,000.61 as of 03/05/2024
		23,007.27	(43,775.19)	2,795,465.94	(2,595,716.37)	