

***STONEYBROOK NORTH COMMUNITY  
DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Board of Supervisor  
Regular Meeting***

***Wednesday,  
January 22, 2020***

***11:00 a.m.***

***Hyatt Place Fort Myers  
at the Forum  
2600 Champion Ring Road  
Fort Myers FL 33905***

Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval or adoption.

# STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT AGENDA

<b>District Board of Supervisors</b>	Mike Lawson Doug Draper Lori Price Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
<b>District Manager</b>	Paul Cusmano	DPGF
<b>District Attorney</b>	John Vericker	Straley Robin Vericker
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting Services, Inc.

**All cellular phones and pagers must be turned off during the meeting.**

## **The District Agenda is comprised of six different sections:**

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District that are on the agenda. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Consent Agenda** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9104 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments – New Business provides** members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9104, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District: **STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Wednesday, January 22, 2020

Time: 11:00 AM

Location: Hyatt Place Fort Myers at the Forum  
2600 Champion Ring Road  
Fort Myers, Florida 33905

Dial-in Number: 563-999-2090

Guest Access Code: 686859#

### ***Agenda***

**I. Roll Call**

**II. Audience Comments** – *(limited to 3 minutes per individual for agenda items-Supervisors will respond during agenda item presentation)*

**III. Consent Agenda**

- A. Consideration of the Regular Meeting Minutes – Aug 28, 2019 Exhibit 1
- B. Acceptance of the Unaudited August – December 2019 Financial Statements Exhibit 2

**IV. Business Matters**

- A. Consideration and Approval of **Resolution 2020-01, Lee County Uniform Collection Agreement** Exhibit 3
- B. **Ratification of the RFP for Annual Auditing Services** Exhibit 4

**V. Administrative Matters**

- A. Ratify PO's and contracts Exhibit 5
- B. Consideration and Approval of Gig Fiber Solar Street Light Agreement Exhibit 6

**VI. Staff Reports**

- A. District Manager
- B. District Attorney
- C. District Engineer

**VII. Supervisors Requests**

**VIII. Audience Comments – New Business** – *(limited to 3 minutes per individual for non-agenda items)*

**IX. Adjournment**

## **EXHIBIT 1.**

**MINUTES OF MEETING  
STONEBROOK NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Stoneybrook North Community Development District was held on Wednesday, August 28, 2019 at 11:00 a.m. at Hyatt Place, 2600 Champion Ring Rd, Fort Meyers, Florida 33905.

**FIRST ORDER OF BUSINESS – Roll Call**

Mr. Cusmano called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Mike Lawson	Board Supervisor, Chairman
Doug Draper	Board Supervisor, Vice Chairman
Lori Price	Board Supervisor, Assistant Secretary

Also present were:

Paul Cusmano	District Manager, DPFG Management & Consulting LLC
--------------	--

*The following is a summary of the discussions and actions taken at the August 28, 2019 Stoneybrook North CDD Board of Supervisors Continued Meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS – Consent Agenda**

- A. Approval of the Minutes of the May 29, 2019 Meeting
- B. Acceptance of the Unaudited May, June & July 2019 Financial Statements
- C. Acceptance of the FY 2018 Audited Financial Statement

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved Items A, B & C of the Consent Agenda for the Stoneybrook North Community Development District.

**FOURTH ORDER OF BUSINESS – Business Matters**

- A. Fiscal Year 2019-2020 Budget Public Hearing

- 1. Open Public Hearing

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board opened the public hearing for the Stoneybrook North Community Development District.

- 2. Review Budget
  - 3. Audience Comments
  - 4. Close Public Hearing

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board closed the public hearing for the Stoneybrook North Community Development District.

5. Consideration and Adoption of Resolution 2019-08 FY 2019-2020 Budget

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution 2019-08 Approving the FY 2019-2020 Proposed Budget & Setting the Public Hearing for the Stoneybrook North Community Development District.

➤ Budget Funding Agreement

B. Fiscal Year 2019-2020 Assessment Public Hearing

1. Open Public Hearing

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board opened the public hearing for the Stoneybrook North Community Development District.

2. Audience Comments

3. Close Public Hearing

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board closed the public hearing for the Stoneybrook North Community Development District.

4. Consideration and Adoption of Resolution 2019-09 Imposing O&M Assessments for FY 2019-2020

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted Resolution 2019-09 Imposing O&M Assessments for FY 2019-2020 for the Stoneybrook North Community Development District.

C. Consideration and Adoption of Resolution 2019-10 Uniform Method of Collection

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution 2019-10 Uniform Method of Collection for the Stoneybrook North Community Development District.

D. Consideration and Adoption of Resolution 2019-11 Uniform Rules of Procedure

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adopted Resolution 2019-11 Uniform Rules of Procedure for the Stoneybrook North Community Development District.

E. Consideration and Adoption of Resolution 2019-12 FY 2019-2020 Meeting Dates, Time and Location

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board adopted Resolution 2019-12 Meeting Dates, Time and Location for the Stoneybrook North Community Development District.

72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106

F. Consideration and Approval of Poop 911 Proposal

This item has been tabled

G. Consideration and Approval of Big Tree Proposal- Mulch Reapplication

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board approved Big Tree Proposal for the Stoneybrook North Community Development District.

H. CONSIDERATION AND APPROVAL OF BIG TREE LANDSCAPE SERVICES PROPOSAL

On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board approved Big Tree Landscape Services Proposal for the Stoneybrook North Community Development District.

I. Consideration and Approval of Big Tree Proposal - Annuals

This item has been tabled

**FIFTH ORDER OF BUSINESS – Staff Reports**

- A. District Manager
- B. Attorney
- C. District Engineer

**SIXTH ORDER OF BUSINESS – Supervisors Requests**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS – Audience Questions and Comments on Other Items**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS – Adjournment**

Mr. Cusmano asked for final questions, comments, or corrections before adjourning the meeting.  
There being none, Mr. Lawson made a motion to adjourn the meeting.

On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adjourned the meeting for the Stoneybrook North Community Development District.

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_.**

107

108

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

109

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

110

111   **Title:**   ☐ **Secretary**   ☐ **Assistant Secretary**

**Title:**   ☐ **Chairman**   ☐ **Vice Chairman**

## **EXHIBIT 2.**

**Stoneybrook North CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**8/31/2019**

For The Period Ending :	GENERAL FUND 8/31/2019	CONSTRUCTION 2017-A1 8/31/2019	CONSTRUCTION 2017A-3 8/31/2019
CASH BALANCE	\$ (1,874)	\$ 102	\$ 206
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	31,616	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	14,729	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	9,346	-	-
LESS: ACCOUNTS PAYABLE	(27,457)	(40,976)	-
NET CASH BALANCE	\$ (5,256)	\$ (9,258)	\$ 206

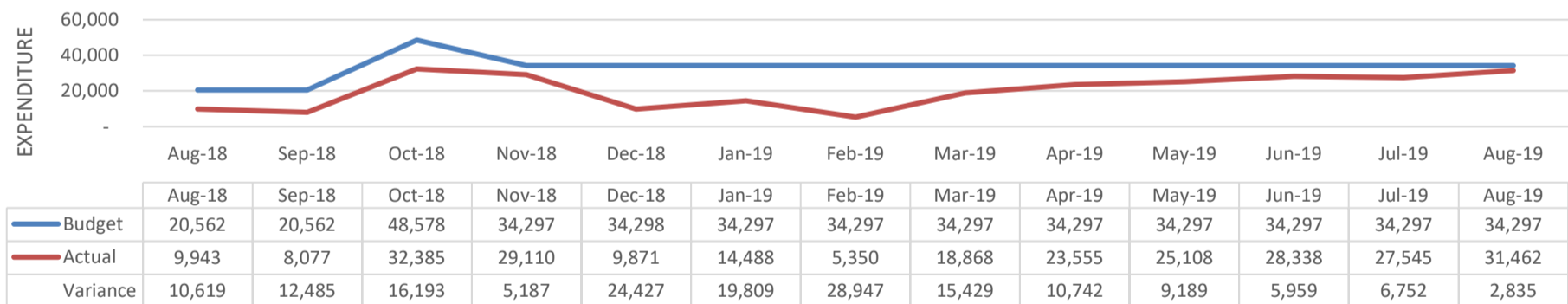
**GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):**

	8/31/2019 ACTUAL YEAR-TO-DATE	8/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 83,746	\$ 426,682	\$ (342,936)
EXPENDITURES (YTD)	(272,876)	(393,538)	(120,662)
NET OPERATING CHANGE	\$ (189,130)	\$ 33,144	\$ (463,598)
AVERAGE MONTHLY EXPENDITURES	\$ 24,807	\$ 35,776	\$ 10,969
PROJECTED EOY BASED ON AVERAGE	\$ 297,683	\$ 429,314	\$ 131,631

**GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:**

	8/31/2019 ACTUAL YEAR-TO-DATE	8/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	83,746	426,682	(342,936)
MISCELLANEOUS REVENUE	-	-	-
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	87,472	88,933	1,461
DEBT ADMINISTRATION	18,814	14,755	(4,059)
PHYSICAL ENVIRONMENT EXPENDITURES	41,335	143,183	101,848
LANDSCAPE	125,255	146,667	21,412
UNBUDGETED EXPENDITURES			-
<b>TOTAL EXPENDITURES</b>	<b>\$ 272,876</b>	<b>\$ 393,538</b>	<b>\$ 120,662</b>

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES  
COMPARISON**



Stoneybrook North CDD

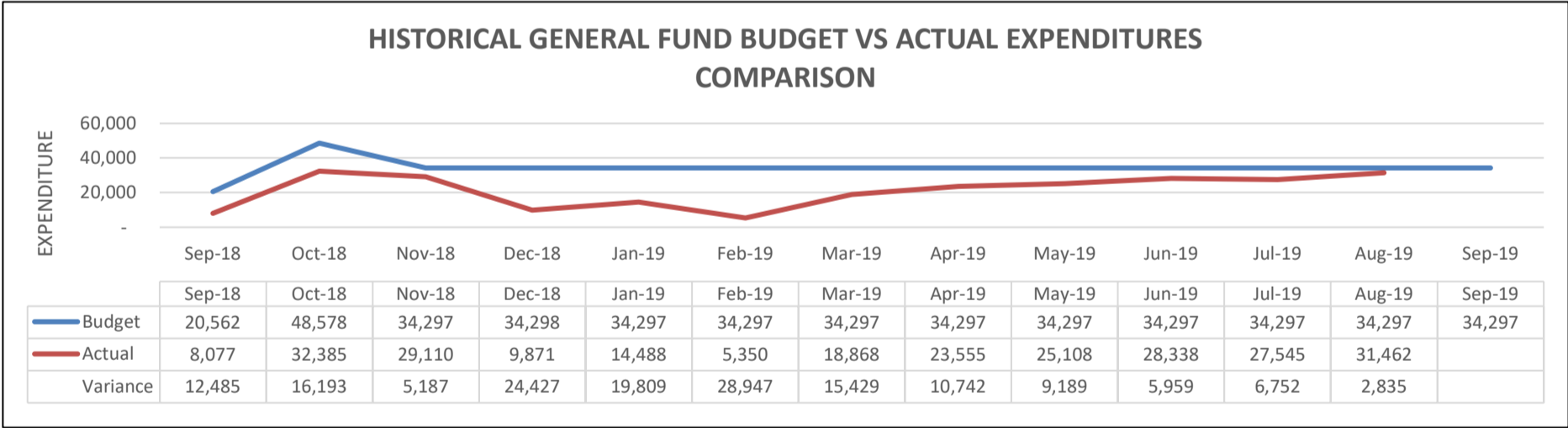
Financial Report Summary - General Fund & Construction Fund

9/30/2019

For The Period Ending :	GENERAL FUND 9/30/2019	CONSTRUCTION 2017-A1 9/30/2019	CONSTRUCTION 2017A-3 9/30/2019
CASH BALANCE	\$ (1,874)	\$ 102	\$ 206
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	31,616	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	14,729	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	9,346	-	-
LESS: ACCOUNTS PAYABLE	(27,457)	(40,976)	-
NET CASH BALANCE	\$ (5,256)	\$ (9,258)	\$ 206

GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):			
	9/30/2019 ACTUAL YEAR-TO-DATE	9/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 83,746	\$ 426,682	\$ (342,936)
EXPENDITURES (YTD)	(272,876)	(393,538)	(120,662)
NET OPERATING CHANGE	\$ (189,130)	\$ 33,144	\$ (463,598)
AVERAGE MONTHLY EXPENDITURES	\$ 22,740	\$ 32,795	\$ 10,055
PROJECTED EOY BASED ON AVERAGE	\$ 272,876	\$ 393,538	\$ 120,662

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:			
	9/30/2019 ACTUAL YEAR-TO-DATE	9/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE:			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	83,746	426,682	(342,936)
MISCELLANEOUS REVENUE	-	-	-
EXPENDITURES:			
ADMINISTRATIVE EXPENDITURES	87,472	88,933	1,461
DEBT ADMINISTRATION	18,814	14,755	(4,059)
PHYSICAL ENVIRONMENT EXPENDITURES	41,335	143,183	101,848
LANDSCAPE	125,255	146,667	21,412
UNBUDGETED EXPENDITURES			-
TOTAL EXPENDITURES	\$ 272,876	\$ 393,538	\$ 120,662



**Stoneybrook North CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**10/31/2019**

For The Period Ending :	GENERAL FUND 10/31/2019	CONSTRUCTION 2017-A1 10/31/2019	CONSTRUCTION 2017A-3 10/31/2019
CASH BALANCE	\$ 22,003	\$ 1,337	\$ 207
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	343,411	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	4,750	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	10,105	-	-
LESS: ACCOUNTS PAYABLE	(30,202)	(343,411)	-
NET CASH BALANCE	\$ 6,656	\$ 1,337	\$ 207

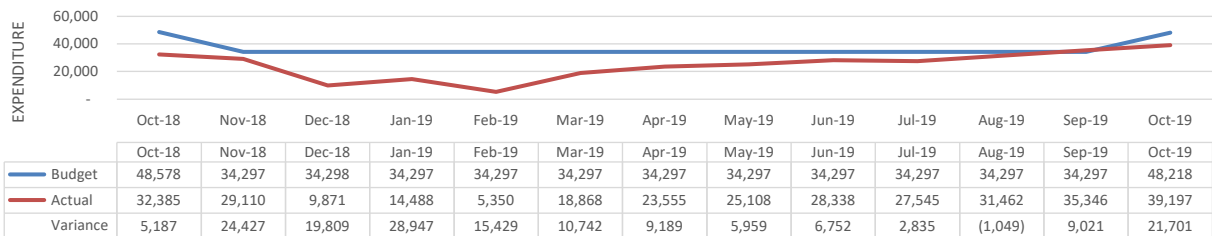
**GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):**

	10/31/2019 ACTUAL YEAR-TO-DATE	10/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 29,954	\$ 48,218	\$ (18,264)
EXPENDITURES (YTD)	(39,197)	(48,218)	(9,021)
NET OPERATING CHANGE	\$ (9,243)	\$ -	\$ (27,285)
AVERAGE MONTHLY EXPENDITURES	\$ 39,197	\$ 48,218	\$ 9,021
PROJECTED EOY BASED ON AVERAGE	\$ 470,364	\$ 578,618	\$ 108,254

**GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:**

	10/31/2019 ACTUAL YEAR-TO-DATE	10/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	29,954	144,655	(114,701)
MISCELLANEOUS REVENUE	-	-	-
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	15,257	7,914	(7,343)
DEBT ADMINISTRATION	300	3,689	3,389
PHYSICAL ENVIRONMENT EXPENDITURES	6,400	42,224	35,824
LANDSCAPE	17,240	75,000	57,760
UNBUDGETED EXPENDITURES			-
<b>TOTAL EXPENDITURES</b>	<b>\$ 39,197</b>	<b>\$ 128,827</b>	<b>\$ 89,630</b>

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES  
COMPARISON**



**Stoneybrook North CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**11/30/2019**

For The Period Ending :	GENERAL FUND 11/30/2019	CONSTRUCTION 2017-A1 11/30/2019	CONSTRUCTION 2017A-3 11/30/2019
CASH BALANCE	\$ 599	\$ 1,337	\$ 207
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	97,869	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	25,852	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	10,165	-	-
LESS: ACCOUNTS PAYABLE	(23,241)	(97,869)	-
NET CASH BALANCE	\$ 13,375	\$ 1,337	\$ 207

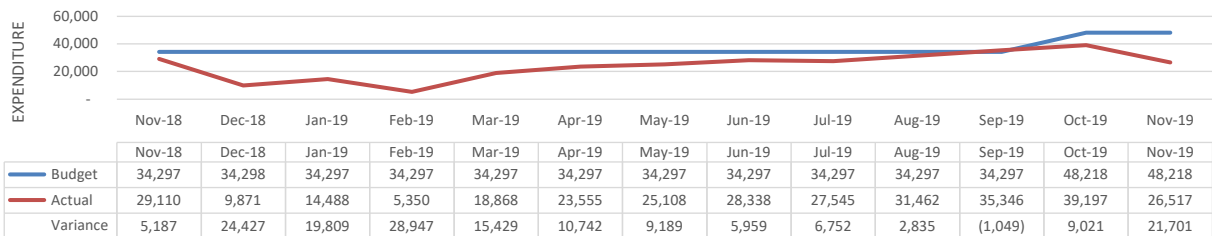
**GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):**

	11/30/2019 ACTUAL YEAR-TO-DATE	11/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 63,190	\$ 96,436	\$ (33,246)
EXPENDITURES (YTD)	(65,714)	(96,436)	(30,722)
NET OPERATING CHANGE	\$ (2,524)	\$ -	\$ (63,969)
AVERAGE MONTHLY EXPENDITURES	\$ 32,857	\$ 48,218	\$ 15,361
PROJECTED EOY BASED ON AVERAGE	\$ 394,284	\$ 578,618	\$ 184,334

**GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:**

	11/30/2019 ACTUAL YEAR-TO-DATE	11/30/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	63,190	144,655	(81,465)
MISCELLANEOUS REVENUE	-	-	-
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	23,632	15,828	(7,804)
DEBT ADMINISTRATION	600	3,689	3,089
PHYSICAL ENVIRONMENT EXPENDITURES	13,242	42,224	28,982
LANDSCAPE	28,240	75,000	46,760
UNBUDGETED EXPENDITURES			-
<b>TOTAL EXPENDITURES</b>	<b>\$ 65,714</b>	<b>\$ 136,741</b>	<b>\$ 71,027</b>

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES  
COMPARISON**



**Stoneybrook North CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**12/31/2019**

For The Period Ending :	GENERAL FUND 12/31/2019	CONSTRUCTION 2017-A1 12/31/2019	CONSTRUCTION 2017A-3 12/31/2019
CASH BALANCE	\$ 63	\$ 1,338	\$ 207
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	-	184,901	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	12,348	-	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	10,105	-	-
LESS: ACCOUNTS PAYABLE	(12,524)	(184,901)	-
NET CASH BALANCE	\$ 9,992	\$ 1,338	\$ 207

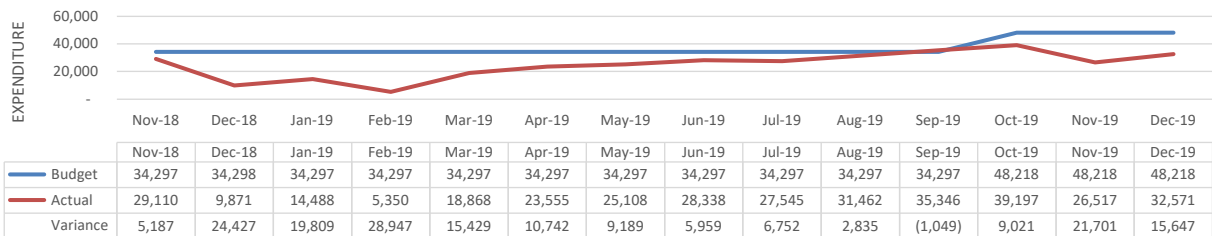
**GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):**

	12/31/2019 ACTUAL YEAR-TO-DATE	12/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 92,379	\$ 144,655	\$ (52,276)
EXPENDITURES (YTD)	(98,285)	(144,655)	(46,370)
NET OPERATING CHANGE	\$ (5,906)	\$ -	\$ (98,645)
AVERAGE MONTHLY EXPENDITURES	\$ 32,762	\$ 48,218	\$ 15,457
PROJECTED EOY BASED ON AVERAGE	\$ 393,140	\$ 578,618	\$ 185,478

**GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:**

	12/31/2019 ACTUAL YEAR-TO-DATE	12/31/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ -	\$ -	\$ -
ASSESSMENTS-OFF-ROLL (NET)	92,379	144,655	(52,276)
MISCELLANEOUS REVENUE	-	-	-
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	31,048	23,742	(7,306)
DEBT ADMINISTRATION	900	3,689	2,789
PHYSICAL ENVIRONMENT EXPENDITURES	20,858	42,224	21,366
LANDSCAPE	45,480	75,000	29,520
UNBUDGETED EXPENDITURES			-
<b>TOTAL EXPENDITURES</b>	<b>\$ 98,286</b>	<b>\$ 144,655</b>	<b>\$ 46,369</b>

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES  
COMPARISON**



**EXHIBIT 3.**

**RESOLUTION 2020-01**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF  
STONEBROOK NORTH COMMUNITY DEVELOPMENT  
DISTRICT ADOPTING THE UNIFORM COLLECTION  
AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Stoneybrook North Community Development District (“**District**”) was established pursuant to the provisions of Chapter 190, Florida Statutes, which authorizes the District to levy certain assessments which include operation and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, Florida Statutes, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, Florida Statutes; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Sections 197.3631 and 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

**WHEREAS**, pursuant to Section 197.3632, Florida Statutes, the District’s Resolution 2019-10 adopted on August 28, 2019, which adopted the uniform method of levying, collecting and enforcing non-ad valorem assessments, the District desires to enter into the Uniform Collection Agreement with the Office of Lee County Tax Collector for the uniform method of collection of non-ad valorem assessments. attached hereto as **Exhibit A**.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT:**

**1.** The District hereby approves the Uniform Collection Agreement (the “**Agreement**”) between the District and the Office of the Lee County Tax Collector, and the Board hereby authorizes and directs the Chair to execute the Agreement.

**2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 22ND DAY OF JANUARY, 2020.**

**ATTEST:**

**STONEBROOK NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Michael Lawson  
Chair of the Board of Supervisors

**Exhibit A: Uniform Collection Agreement**

{00083423.DOCX/}

## **Exhibit A**

## **UNIFORM COLLECTION AGREEMENT**

### **STONEYBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT**

THIS AGREEMENT made and entered into this 23<sup>rd</sup>, day of October, 2019, by and between Stoneybrook North Community Development District, a local unit of special purpose government of the State of Florida, established under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, an independent special district ("District"), whose address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647, and the Office of the Lee County Tax Collector, by and through the Honorable Larry D. Hart, Lee County Tax Collector, whose address is Lee County Tax Collector's Office, 2480 Thompson Street, Fort Myers, Florida 33901 ("Tax Collector").

## **SECTION I**

### **Findings and Determinations**

The parties find and determine:

1. District is authorized to impose and levy, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology of collection for certain non-ad valorem special assessments for annual operations and maintenance assessments and capital project assessments ("Assessments"), as authorized by constitutional and statutory municipal home rule and by Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, as amended; and
2. The term "Assessments" means those certain levies by the District which purport to constitute non-ad valorem special assessments for annual operations and maintenance assessments and capital project assessments. A non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by District and if it is apportioned to the property fairly and reasonably; and
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies; and
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology; and

5. The uniform methodology provides for more efficiency of collection by virtue of the “Assessment” being on the official tax notice issued by the Tax Collector which will produce positive economic benefits to District and its citizens and taxpayers; and
6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion and promote local government accountability; and
7. The Tax Collector, as the State Constitutional Officer for the Lee County Political Subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations, to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the “Assessments”; and
8. The sole and exclusive responsibility to determine, impose and levy the “Assessments” and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment for annual operations and maintenance assessments and capital project assessments and related systems, facilities and services is that of the District and no other person, entity or officer.

## **SECTION II**

### **Authority**

1. Sections 190.011, 190.016 (11), 190.021, 190.022, and 190.025, Florida Statutes; Sections 197.3631, 3632 and 3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law govern the exercise by District of its local self-government power to render and pay for municipal services.
2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code, and other applicable provisions of constitutional and statutory law apply to Tax Collector in the capacity as a state constitutional county officer and agent of the Florida Department of Revenue for the purpose of collecting and enforcing the collection of non-ad valorem special assessments levied by the District, an independent special District of the Lee County Political Subdivision.
3. Section 197.3631, Florida Statutes, constitutes supplemental authority for District to levy non-ad valorem assessments including such non-ad valorem special assessments as the “Assessments” for annual operations and maintenance assessments and capital project assessments and related systems, facilities and services.
4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to District and to Tax Collector in and for Lee County, as well as the Department of Revenue.

### **SECTION III**

#### **Purpose**

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of those certain non-ad valorem special assessments, the “Assessments”, levied by District to include compensation by District to the Tax Collector for actual costs of collection pursuant to Section 197.3632(8)(c), Florida Statutes; payment by District of any costs involved in separate mailings because of non merger of any non-ad valorem special assessment roll as certified by District or his or her designee, pursuant to Section 197.3632(7), Florida Statutes, and reimbursement by District for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the uniform methodology, as provided in Section 197.3632(2), Florida Statutes.

### **SECTION IV**

#### **Term**

The term of this Agreement shall commence upon execution, effective for the 2020 tax notice purposes, and shall continue and extend uninterrupted from year to year, automatically renewed for successive periods not to exceed one (1) year each, unless District shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10 of each calendar year, if District intends to discontinue to use the uniform methodology for such “Assessments” pursuant to Section 197.3632(6), Florida Statutes (2009 Supp.), and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue.

### **SECTION V**

#### **Duties and Responsibilities of District**

District agrees, covenants and contracts to:

1. Compensate the Tax Collector for actual collection costs incurred pursuant to Section 197.3632(8)(c), Florida Statutes, and 12D-18.004(2), Florida Administrative Code.
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the “Assessments” by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with

personnel, forms, supplies, data processing, computer equipment, postage and programming.

3. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by District pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
4. The Tax Collector shall collect from District all costs associated with the collection of the non-ad valorem special assessments for each year. Current estimated annual collection cost is \$1.47 per parcel and is subject to change based upon actual expenditures.
5. District shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
6. District has elected to engage the services of the Property Appraiser to serve as agent of District to specifically list, extend, prepare and submit the non-ad valorem assessment rolls of District to the Tax Collector on an annual basis at the same time that the regular ad valorem roll is certified to the Tax Collector on compatible electronic medium as defined in Section 197.3632(1)(f), Florida Statutes; designated by the property identification number, the annual operations and maintenance assessments and capital project assessments, non-ad valorem special assessment rolls.
7. District agrees to abide by and implement its duties under the uniform law pursuant to all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.
8. District acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including District's "Assessments" and that it is the sole responsibility and duty of District to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the "Assessments".
9. To the extent permitted by law (Section 768.28, Florida Statutes), District shall indemnify and hold harmless Tax Collector to the extent of any legal action which may be filed in local, state or federal courts against Tax Collector regarding the imposition, levy, roll preparation and certification of the "Assessments"; District shall pay for or reimburse Tax Collector for fees for legal services rendered to Tax Collector with regard to any such legal action.

## **SECTION VI**

### **Duties of the Tax Collector**

1. The Tax Collector shall include the non-ad valorem special assessments on the combined notice of taxes, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities (all the local governments) within the Lee County Political Subdivision, pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by District, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.
2. Tax Collector shall collect the "Assessments" of District as certified by the duly authorized District representative, to the Property Appraiser no later than September 15 of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408, and free of errors and omissions.
3. The Tax Collector shall disburse funds due to District hereunder in accordance with the provisions of F.S. 197.383, as amended from time to time. All costs associated with the collection of the non-ad valorem special assessments shall be deducted from the second and third distributions prior to remittance of the proceeds to District.
4. The Tax Collector agrees to cooperate with District in implementation of the uniform methodology for collecting "Assessments" pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the "Assessments" of District that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
5. If the Tax Collector discovers errors or omissions on such roll, the Tax Collector may request District to file a corrected roll or a correction of the amount of any assessment and District shall bear the cost of any such error or omission.
6. If Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem special assessment ("Assessment") or shall direct District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. Tax Collector

shall have sole discretion in making such decision. If such a separate mailing is affected, District shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, and all such costs shall be deducted from the second and third distributions prior to remittance of the proceeds to District.

## **SECTION VII**

### **Good Faith, Severability, Governing Law and Notice**

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid, altering substantially the benefits of the Agreement for either of the parties or rendering the statutory and regulatory obligations unperformable.
3. This Agreement shall be governed by the laws of the State of Florida.
4. Written notice shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

- a. As to Tax Collector:

Larry D. Hart  
Lee County Tax Collector  
2480 Thompson Street  
Fort Myers, FL 33901

- b. As to District:

Paul Cusmano, District Manager  
Stoneybrook North Community Development District  
15310 Amberly Drive, Suite 175  
Tampa, FL 33647

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST

LEE COUNTY TAX COLLECTOR

\_\_\_\_\_

By: \_\_\_\_\_  
Larry D. Hart

Date: \_\_\_\_\_

ATTEST

STONEBROOK NORTH COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_  
Michael Lawson  
Chair, Board of Supervisors

Date: \_\_\_\_\_

LEGAL REVIEW

\_\_\_\_\_

Name:  
Title:

As authorized for execution by \_\_\_\_\_ at its \_\_\_\_\_, 2019, regular meeting.

**EXHIBIT 4.**

**STONEYBROOK NORTHCOMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDITING SERVICES**

Stoneybrook North Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records through the period ending September 30, 2019, with an option for two additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of operating and maintaining public infrastructure. The District is located in Lee County, Florida. The final contract will require that, among other things, the audit for the period ending September 30, 2019 be completed no later than June 30, 2020.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly Section 281.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide eight (8) hard copies and one (1) digital version on a flash drive of their proposal to Paul Cusmano, District Manager, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647, in an envelope marked on the outside "Auditing Services – Stoneybrook North Community Development District." Proposals must be received by November 22<sup>nd</sup>, 2019, at 12:00 P.M., at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager, who can be reached at (813) 418-7473, Ext. 104. E-mail will be excepted with a hard copy follow up.

Stoneybrook North Community Development District  
Paul Cusmano, District Manager

Run date: \_\_\_\_\_



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **Proposal to Provide Financial Auditing Services:**

## **STONEYBROOK NORTH**

**COMMUNITY DEVELOPMENT DISTRICT**

### **Submitted to:**

Stoneybrook North  
Community Development District  
c/o District Manager  
15310 Amberly Drive, Suite 175  
Tampa, Florida 33647

---

### **Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431

**Tel** (561) 994-9299  
(800) 229-4728

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **Table of Contents**

	<b>PAGE</b>
EXECUTIVE SUMMARY / TRANSMITTAL LETTER .....	1
FIRM QUALIFICATIONS.....	3
FIRM & STAFF EXPERIENCE.....	6
REFERENCES.....	11
SPECIFIC AUDIT APPROACH.....	13
COST OF SERVICES .....	17
SUPPLEMENTAL INFORMATION .....	19



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

December 16, 2019

Stoneybrook North Community Development District  
c/o District Manager  
15310 Amberly Drive, Suite 175  
Tampa, Florida 33647

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2019, with an option for two (2) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Stoneybrook North Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

## Why Grau & Associates:

### Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

### Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. First, we ensure that the transition to a new firm is as smooth and seamless as possible. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

### Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

### Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.


### **Complying With Standards**

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts, and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA ([tgrau@graucpa.com](mailto:tgrau@graucpa.com)) or Racquel McIntosh, CPA ([rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates

---

Antonio J. Grau

# Firm Qualifications



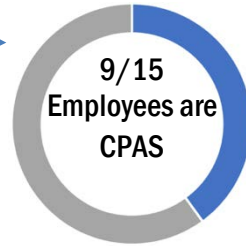
**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## Grau's Focus and Experience

### Our Team



2 Partners  
13 Professional Staff  
2 Administrative Professionals



# 2005

Year founded

### Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

**297** Community Development Districts Served

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 2, 2017

Antonio Jose Grau Jr, CPA  
Grau & Associates  
2700 N Military Trl Ste 350  
Boca Raton, FL 33431

Dear Mr. Grau:

It is my pleasure to notify you that on March 2, 2017 the Florida Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2019. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Paul N. Brown, CPA, CGMA  
Director of Technical Services

cc: Daniel Joseph Hevia, CPA

Firm Number: 4390114

Review Number: 474720

325 W. College Ave. | P.O. Box 5437 | Tallahassee, FL 32314 | (850) 224-2727 | (800) 342-3197 | Fax: (850) 222-8190 | [www.ficpa.org](http://www.ficpa.org)

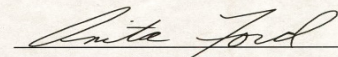


## PEER REVIEW PROGRAM

is proud to present this  
Certificate of Recognition  
to

### Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.



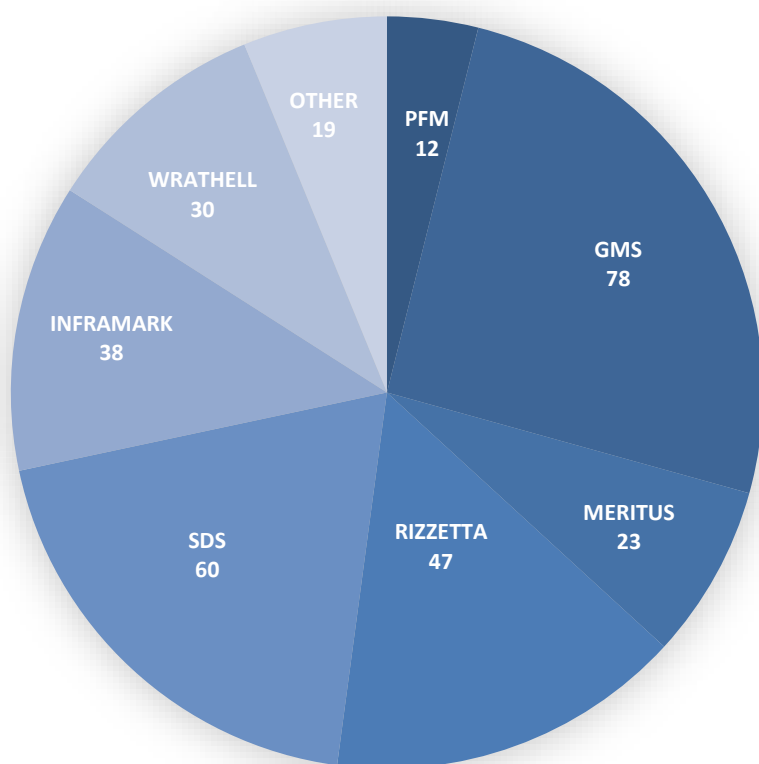
Anita Ford, Chair  
AICPA Peer Review Board  
2016

## **Firm & Staff Experience**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



### Profile Briefs:

#### **Antonio J GRAU, CPA (Partner)**

Years Performing Audits: 30+  
CPE (last 2 years): Government Accounting, Auditing: 66 hours; Accounting, Auditing and Other: 25 hours  
Professional Memberships: AICPA, FICPA, FGFOA, GFOA

#### **Racquel McIntosh, CPA (Partner)**

Years Performing Audits: 14+  
CPE (last 2 years): Government Accounting, Auditing: 59 hours; Accounting, Auditing and Other: 45 hours  
Professional Memberships: AICPA, FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

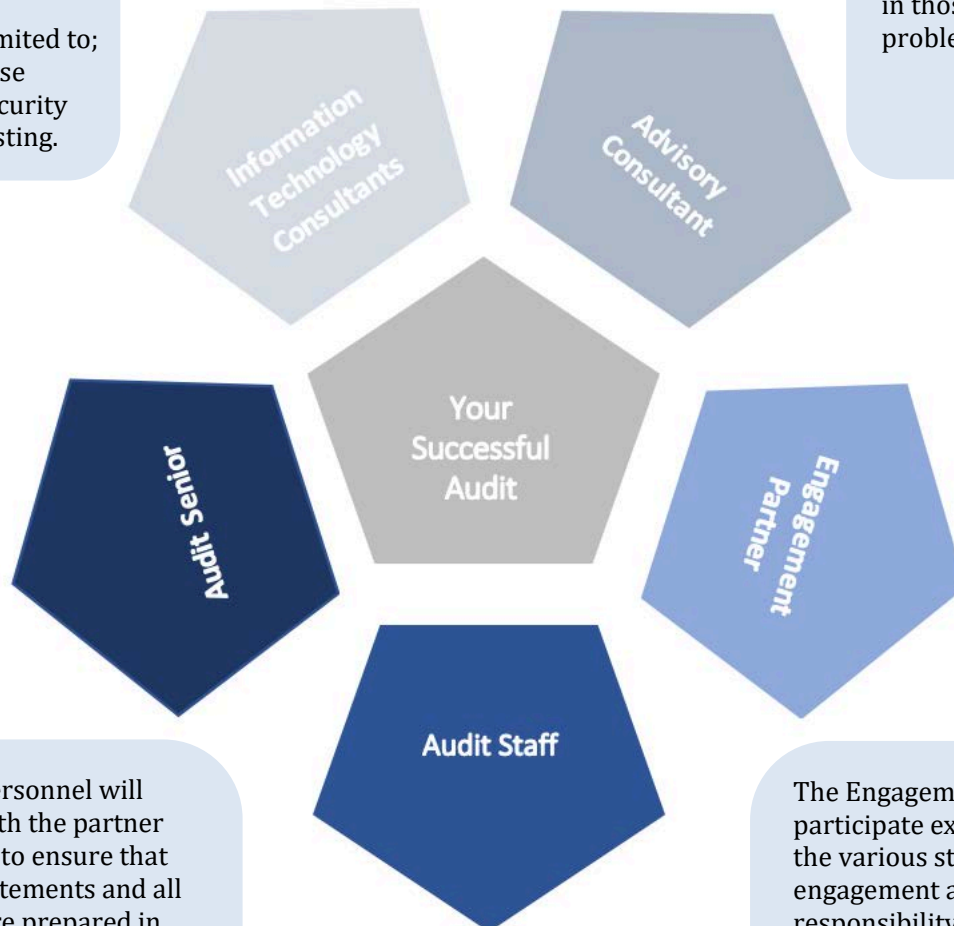
Racquel McIntosh

## **YOUR ENGAGEMENT TEAM**

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.

# Antonio 'Tony' J. Grau, CPA

## Partner

Contact: [tgrau@graucpa.com](mailto:tgrau@graucpa.com) | (561) 939-6672

---

### Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

### Education

University of South Florida (1983)

Bachelor of Arts

Business Administration

---

### Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I,II,IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District

Boca Raton Airport Authority  
Greater Naples Fire Rescue District  
Key Largo Wastewater Treatment District  
Lake Worth Drainage District  
South Indian River Water Control

### Professional Associations/Memberships

American Institute of Certified Public Accountants   Florida Government Finance Officers Association  
Florida Institute of Certified Public Accountants   Government Finance Officers Association Member  
City of Boca Raton Financial Advisory Board Member

### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	66
Accounting, Auditing and Other	25
Total Hours	91 (includes of 4 hours of Ethics CPE)

# Racquel C. McIntosh, CPA

## Partner

Contact : [rmcintosh@graucpa.com](mailto:rmcintosh@graucpa.com) | (561) 939-6669

---

### Experience

Racquel has been providing government audit, accounting and advisory services to our clients for over 14 years. She serves as the firm's quality control partner; in this capacity she closely monitors engagement quality ensuring standards are followed and maintained throughout the audit.

Racquel develops in-house training seminars on current government auditing, accounting, and legislative topics and also provides seminars for various government organizations. In addition, she assists clients with implementing new accounting software, legislation, and standards.

### Education

Florida Atlantic University (2004)  
Master of Accounting  
Florida Atlantic University (2003)  
Bachelor of Arts:  
Finance, Accounting

---

### Clients Served (partial list)

(>300) Various Special Districts, including:

Carlton Lakes Community Development District  
Golden Lakes Community Development District  
Rivercrest Community Development District  
South Fork III Community Development District  
TPOST Community Development District

Westchase Community Development District  
Monterra Community Development District  
Palm Coast Park Community Development District  
Long Leaf Community Development District  
Watergrass Community Development District

East Central Regional Wastewater Treatment Facilities  
Indian Trail Improvement District  
Pinellas Park Water Management District  
Ranger Drainage District  
South Trail Fire Protection and Rescue Service District

### Professional Associations/ Memberships

American Institute of Certified Public Accountants	FICPA State & Local Government Committee
Florida Institute of Certified Public Accountants	FGFOA Palm Beach Chapter

### Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	59
Accounting, Auditing and Other	45
Total Hours	<u>104</u> (includes of 4 hours of Ethics CPE)

# References



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

### Dunes Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 1998
<b>Client Contact</b>	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

---

### Two Creeks Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2007
<b>Client Contact</b>	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

---

### Journey's End Community Development District

<b>Scope of Work</b>	Financial audit
<b>Engagement Partner</b>	Antonio J. Grau
<b>Dates</b>	Annually since 2004
<b>Client Contact</b>	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

---

# **Specific Audit Approach**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# **AUDIT APPROACH**

## **Grau's Understanding of Work Product / Scope of Services:**

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

## **Proposed segmentation of the engagement**

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



## **Phase I - Preliminary Planning**

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

### **During this phase we will perform the following activities:**

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

## **Phase II – Execution of Audit Plan**

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

## **Phase III - Completion and Delivery**

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

### **Communications**

We emphasize a continuous, year-round dialogue between the District and our management team. We typically begin our audit process with an entrance conference before the onsite fieldwork begins. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis. Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal. We strive to continue to keep an open line of communication through the fieldwork and ending with an exit conference.

# **Cost of Services**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2019-2021 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2019	\$4,500
2020	\$4,600
2021	<u>\$4,700</u>
<b>TOTAL (2019-2021)</b>	<b><u>\$13,800</u></b>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

# **Supplemental Information**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

## **PARTIAL LIST OF CLIENTS**

<b>SPECIAL DISTRICTS</b>	<b>Governmental Audit</b>	<b>Single Audit</b>	<b>Utility Audit</b>	<b>Current Client</b>	<b>Year End</b>
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓	✓	9/30
Florida Green Finance Authority	✓			✓	9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓			✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Waste Water Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓			✓	9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓			✓	9/30
Ranger Drainage District	✓			✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓	✓	✓	✓	9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
West Villages Independent District	✓		✓	✓	9/30
Various Community Development Districts (297)	✓			✓	9/30
<b>TOTAL</b>	<b>333</b>	<b>4</b>	<b>5</b>	<b>332</b>	

## **ADDITIONAL SERVICES**

### **CONSULTING / MANAGEMENT ADVISORY SERVICES**

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

### **ARBITRAGE**

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

**73**

Current  
Arbitrage  
Calculations

**We look forward to providing **Stoneybrook North Community Development District** with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!**

**For even more information on Grau & Associates  
please visit us on [www.graucpa.com](http://www.graucpa.com).**

# **Stoneybrook North Community Development District**

<b>Proposer</b>
-----------------

**DiBartolomeo, McBee, Hartley & Barnes, P.A.**  
**Certified Public Accountants**

**2222 Colonial Road, Suite 200  
Fort Pierce, Florida 34950  
(772) 461-8833**

**591 SE Port St. Lucie Boulevard  
Port Saint Lucie, Florida 34984  
(772) 878-1952**

**Contact:**

**Jim Hartley, CPA  
Principal**

# TABLE OF CONTENTS

## Letter of Transmittal

## Professional Qualifications

➤ Professional Staff Resources .....	1-2
➤ Current and Near Future Workload.....	2
➤ Identification of Audit Team .....	2
➤ Resumes .....	3-5
➤ Governmental Audit Experience .....	6

## Additional Data

➤ Procedures for Ensuring Quality Control & Confidentiality .....	7
➤ Independence .....	7-8
➤ Computer Auditing Capabilities .....	8
➤ Contracts of Similar Nature .....	9

## Technical Approach

➤ Agreement to Meet or Exceed the Performance Specifications.....	10
➤ Tentative Audit Schedule .....	11
➤ Description of Audit Approach .....	12-15
➤ Proposed Audit Fee.....	16

Stoneybrook North  
Community Development District  
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Stoneybrook North Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

***Proven Track Record***—Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

***Experience***—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

---

2222 Colonial Road, Suite 200 • Fort Pierce, Florida 34950 • 772-461-8833 • Fax: 772-461-8872  
591 S.E. Port St. Lucie Blvd., • Port St. Lucie, Florida 34984 • 772-878-1952 • Fax: 772-878-1709

Member AICPA

Member AICPA Division for CPA Firms  
Private Company Practice Section

Member AICPA

[WWW.DMHBPCPA.NET](http://WWW.DMHBPCPA.NET)

***Timeliness*** – In order to meet the Districts needs, we will perform interim internal control testing as required by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 30<sup>th</sup>. Follow up review will be completed as necessary.

***Communication and Knowledge Sharing***— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,

A handwritten signature in black ink that reads "DiBartolomeo, McBee, Hartley & Barnes". The script is cursive and fluid, with the names connected together.

DiBartolomeo, McBee, Hartley & Barnes, P.A.

## PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

### ➤ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

<b>Professional Staff Classification</b>	<b>Number of Professionals</b>
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ *Professional Staff Resources (Continued)*

- Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls – Governmental Special Project
- Assistance with Implementation of current GASB pronouncements

### ➤ *Current and Near Future Workload*

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

### ➤ *Identification of Audit Team*

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

**Jim Hartley, CPA** – Engagement Partner (resume attached)  
Will assist in the field as main contact

**Jay McBee, CPA** – Technical Reviewer (resume attached)

**Theresa Goldstein** - Senior (resume attached)

Staff – TBA

## **Jim Hartley**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and Training**

Jim has over 25 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 25 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall’s Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

### **Education and Registrations**

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice

## **Jay L. McBee**

*Partner – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and Training**

Jay has over 35 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 35 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

### **Recent Engagements**

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

### **Education and Registrations**

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

### **Professional Affiliations**

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

### **Volunteer Service**

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

## **Theresa Goldstein**

*Supervisor – DiBartolomeo, McBee, Hartley & Barnes*

### **Experience and training**

Theresa has over 15 years of public accounting experience and would serve as the supervisor for the Constitutional Officers. Her experience and training include:

- 15 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 100 hours of relevant government CPE credits over the past 3 years.

### **Recent Engagements**

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Theresa has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Theresa currently provides internal audit and consulting services to multiple agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Engagements include City of Port St. Lucie, St. Lucie County Fire District, Town of Sewall’s Point, Town of Jupiter Island, Multiple CDD audits, Tradition CDD #1-10, Southern Groves CDD #1-6 and Town of St. Lucie Village.

### **Education and Registrations**

- Bachelor of Science in Finance – University of Central Florida
- Masters of Business Administration with concentration in Accounting – Bryant College

### **Professional Affiliations**

- Associate Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

## PROFESSIONAL QUALIFICATIONS (CONTINUED)

### ➤ *Governmental Audit Experience*

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

## ADDITIONAL DATA

### ➤ *Procedures for Ensuring Quality Control & Confidentiality*

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

### ➤ *Independence*

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

## ADDITIONAL DATA (CONTINUED)

### ➤ *Independence (Continued)*

- Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Government Auditing Standards, issued by the Comptroller General of the United States

### ➤ *Computer Auditing Capabilities*

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

*This evaluation includes:*

- System hardware and software
- Organization and administration
- Access

## Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	<b>Jim Hartley</b>			√	<b>250-300</b>
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	<b>Mark Barnes</b>		√	√	<b>800</b>
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	<b>Jim Hartley</b>	√	√	√	<b>600</b>
Town of Jupiter Island Mike Ventura (772)-545-0104	2010		<b>Jim Hartley</b>	√			<b>200</b>
Town of Sewall's Point Pamela Walker (772) 287-2455	2010	√	<b>Jim Hartley</b>			√	<b>225</b>
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	<b>Jim Hartley</b>			√	<b>100</b>
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	<b>Jay McBee</b>				<b>60</b>
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	<b>Jay McBee</b>				<b>60</b>
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	√	<b>Jim Hartley</b>			√	<b>350</b>
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	<b>Jim Hartley</b>				<b>50</b>

## TECHNICAL APPROACH

**a. *An Express Agreement to Meet or Exceed the Performance Specifications.***

1. The audit will be conducted in compliance with the following requirements:
  - a. Rules of the Auditor General for form and content of governmental audits
  - b. Regulations of the State Department of Banking and Finance
  - c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1<sup>st</sup> of the following year. In order to ensure this we will perform interim internal control testing as required by January 31<sup>st</sup> from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1<sup>st</sup>. We will also review all minutes and subsequent needs related to the review of the minutes by January 30<sup>th</sup>. Follow up review will be completed as necessary.

***b. A Tentative Schedule for Performing the Key phases of the Audit – proposed for FYE 2019 and 2020***

<b>Audit Phase and Tasks</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>
<b><i>I. Planning Phase:</i></b>							
Meetings and discussions with Stoneybrook North Community Development District personnel regarding operating, accounting and reporting matters							
Discuss management expectations, strategies and objectives							
Review operations							
Develop engagement plan							
Study and evaluate internal controls							
Conduct preliminary analytical review							
<b><i>II. Detailed Audit Phase:</i></b>							
Conduct final risk assessment							
Finalize audit approach plan							
Perform substantive tests of account balances							
Perform single audit procedures (if applicable)							
Perform statutory compliance testing							
<b><i>III. Closing Phase:</i></b>							
Review subsequent events, contingencies and commitments							
Complete audit work and obtain management representations							
Review proposed audit adjustments with client							
<b><i>IV. Reporting Phase:</i></b>							
Review or assist in preparation of financial statement for Stoneybrook North Community Development District							
Prepare management letter and other special reports							
Exit conference with Stoneybrook North Community Development District officials and management							
Delivery of final reports							

**b. SPECIFIC AUDIT APPROACH**

**Our partners are not strangers who show up for an entrance conference and an exit conference.** We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

**Planning Phase**

**Meetings and Expectations:**

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Stoneybrook North Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding management's knowledge of fraud and on management's views regarding the risk of fraud.

## **Review Operations and Develop Engagement Plan**

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

## **Study and Evaluate Internal Control**

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

## **Conduct Preliminary Analytical Review**

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

## Detailed Audit Phase

### **Conduct Final Risk Assessment and Prepare Audit Programs**

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

### **Perform Substantive Tests of Account Balances**

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

### **Perform Single Audit Procedures (if applicable)**

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

### **Perform Statutory Compliance Testing**

We have developed audit programs for Stoneybrook North Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

## Closing Phase

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

## Reporting Phase

### **Financial Statement Preparation**

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

### **Management Letters**

*We want to help you solve problems before they become major.*

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

### **Exit Conferences and Delivery of Reports**

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

## **PROPOSED AUDIT FEE FOR EACH YEAR OF THE THREE YEARS**

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Stoneybrook North Community Development District for the three years as follows:

September 30, 2019	\$ 2,500
September 30, 2020	\$ 2,600
September 30, 2021	\$ 2,700



Stoneybrook North AUDITOR EVALUATION									
	FY 2019	FY 2020	FY 2021	Ability of Personnel 20 Pts.	Proposer Experience 20 Pts	Understanding Scope of Work 20 Pts	Ability to Furnish Required Service 20 Pts	Price 20 Points	TOTAL POINTS
Dibartolomeo	\$2,500	\$2,600	\$2,700	20	20	20	20	20	100
Grau	\$4,500	\$4,600	\$4,700	20	20	20	20	5	85

Board member Name:  
Michael Lawson

Stoneybrook North AUDITOR EVALUATION									
	FY 2019	FY 2020	FY 2021	Ability of Personnel 20 Pts.	Proposer Experience 20 Pts	Understanding Scope of Work 20 Pts	Ability to Furnish Required Service 20 Pts	Price 20 Points	TOTAL POINTS
Dibartolomeo	\$2,500	\$2,600	\$2,700	20	20	20	20	20	
Grau	\$4,500	\$4,600	\$4,700	20	20	20	20	18	

Board member Name:  
Christie Ray  
Assistance Secretary

Stoneybrook North AUDITOR EVALUATION									
	FY 2019	FY 2020	FY 2021	Ability of Personnel 20 Pts.	Proposer Experience 20 Pts	Understanding Scope of Work 20 Pts	Ability to Furnish Required Service 20 Pts	Price 20 Points	TOTAL POINTS
Dibartolomeo	\$2,500	\$2,600	\$2,700	20	20	20	20	20	100
Grau	\$4,500	\$4,600	\$4,700	20	20	20	20	18	98

Board member Name:  
Lori Price, Asst. Secretary

## Stoneybrook North - AUDITOR EVALUATION

	FY 2019	FY 2020	FY 2021	Ability of Personnel 20 Pts.	Proposer Experience 20 Pts	Understanding Scope of Work 20 Pts	Ability to Furnish Required Service 20 Pts	Price 20 Points	TOTAL POINTS
Dibartolomeo	\$2,500	\$2,600	\$2,700	20	20	20	20	20	100
Grau	\$4,500	\$4,600	\$4,700	20	20	20	20	10	90

**EXHIBIT 5.**

3:40 PM

01/10/20

**Stoneybrook North CDD**  
**Open Purchase Orders Detail**  
As of December 31, 2019

Date	Num	Name	Memo	Qty	Rcv'd	Amount	Open Balance
<b>Service</b>							
<b>CF Funding Requests</b>							
03/23/2017	11NBHD01047	Bridge Builders USA	11NBHD01047	156,950	0	156,950.00	156,950.00
05/08/2017	11NBHD01050	Lee Mar Building & C...	11NBHD01050	3,693,867.88	0	3,693,867.88	3,693,867.88
06/14/2017	11NBHD01052	Clary's Sitework & De...	11NBHD01052	2,161,183.42	61,706.85	2,161,183.42	2,099,476.57
07/12/2017	DPO 2017-01	Ferguson Waterworks	Lee Mar	356,633.13	0	356,633.13	356,633.13
08/28/2017	DPO 2017-02	Coastal Precast	Lee Mar	49,613	0	49,613.00	49,613.00
08/31/2017	11NBHD01061	Banks Engineering	11NBHD01061	172,190.63	55,118.3	172,190.63	117,072.33
08/31/2017	11NBHD01062	Banks Engineering	11NBHD01062	125,500	71,178	125,500.00	54,322.00
08/31/2017	11NBHD01061	Banks Engineering	11NBHD01061	219.55	0	219.55	219.55
08/31/2017	11NBHD01062	Banks Engineering	11NBHD01062	1,000	0	1,000.00	1,000.00
10/16/2017	DPO 2017-03	Coastal Precast	Clary's	20,715	0	20,715.00	20,715.00
10/16/2017	DPO 2017-04	Ferguson Waterworks	Clary's	337,674.96	0	337,674.96	337,674.96
11/22/2017	DPO 2017-05	Rinker Materials	Clary's	65,816.2	0	65,816.20	65,816.20
11/22/2017	DPO 2017-06	Argos Ready Mix	Clary's	177,008	0	177,008.00	177,008.00
11/22/2017	DPO 2017-07	DS&S Construction M...	Clary's	34,200	0	34,200.00	34,200.00
12/27/2017	DPO 2017-08	Ferguson Waterworks	Clary's	279,147.68	0	279,147.68	279,147.68
02/05/2018	DPO 2017-09	Ferguson Waterworks	Lee Mar	43,785.6	0	43,785.60	43,785.60
02/05/2018	DPO 2017-10	Ferguson Waterworks	Lee Mar	16,849.34	0	16,849.34	16,849.34
02/05/2018	DPO 2017-11	Ferguson Waterworks	Lee Mar	7,835.96	0	7,835.96	7,835.96
02/05/2018	DPO 2017-12	Ferguson Waterworks	Lee Mar	15,366.6	0	15,366.60	15,366.60
02/05/2018	DPO 2017-13	Ferguson Waterworks	Lee Mar	40,309.9	0	40,309.90	40,309.90
02/05/2018	DPO 2017-14	Ferguson Waterworks	Lee Mar	22,784.62	0	22,784.62	22,784.62
Total CF Funding Requests				7,778,651.47	188,003.15	7,778,651.47	7,590,648.32
Total Service				7,778,651.47	188,003.15	7,778,651.47	7,590,648.32
<b>TOTAL</b>				<b>7,778,651.47</b>	<b>188,003.15</b>	<b>7,778,651.47</b>	<b>7,590,648.32</b>

3:39 PM

01/10/20

**Stoneybrook North CDD**  
**Open Purchase Orders Detail**  
**As of December 31, 2019**

Date	Num	Name	Memo	Qty	Rcv'd	Amount	Open Balance
<b>Service</b>							
<b>GF Lake Maint</b>							
05/01/2019	OMSBDPFG004	Solitude Lake Manag...	management for lakes #23, 24, 25, 26, 28, 29, 30 ...	12	7	10,920.00	4,550.00
Total GF Lake Maint				12	7	10,920.00	4,550.00
<b>GF Landscape Maintenance</b>							
03/19/2019	OM-SB-008	Southern Land Servic...	mowing - common area jan-march 1x month apr...	21	13	65,520.00	24,960.00
03/19/2019	OM-SB-009	Southern Land Servic...	mowing - roadway along projects/ 2 entryways ja...	21	8	7,875.00	4,875.00
03/27/2019	OMSBDPFG001	Estate Landscaping a...	mowing service contract	12	6	83,795.40	41,897.70
09/11/2019	OMSBDPFG006	Big Tree, Inc.	Mulch reapplication - 2x per year	1	0	18,000.00	18,000.00
10/09/2019	OMSBDPFG007	Big Tree, Inc.	landscape maint contract - 1yr starting sept '19	12	5	132,000.00	77,000.00
Total GF Landscape Maintenance				67	32	307,190.40	166,732.70
<b>GF Miscellaneous Services</b>							
06/26/2018	OM-SB-004	Heidt Design	Maintenance Exhibit	1	0	2,000.00	2,000.00
03/27/2019	OM-SB-007	Protective Barriers, LLC	NPDES monitoring	13	3	5,850.00	4,500.00
04/25/2019	OMSBDPFG002	Poop 911	pet waste removal contract	12	0	3,614.04	3,614.04
04/25/2019	OMSBDPFG003	Poop 911	purchase & installation of pet waste stations	1	0	3,499.50	3,499.50
Total GF Miscellaneous Services				27	3	14,963.54	13,613.54
<b>GF Security (Security)</b>							
08/21/2019	OM-SB-010	Suncoast Security	Secuirty contract extended 12/10/19	12	5	17,004.00	9,919.00
Total GF Security (Security)				12	5	17,004.00	9,919.00
Total Service				118	47	350,077.94	194,815.24
<b>TOTAL</b>				<b>118</b>	<b>47</b>	<b>350,077.94</b>	<b>194,815.24</b>

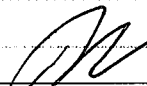


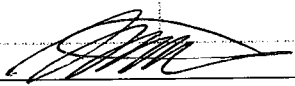
POOP 911 Tampa  
11721 Manistique Way  
New Port Richey FL, 34654

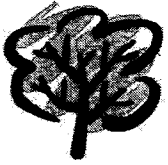
Stoneybrook North

Proposal SB2018

Date: 12/22/2018		
Description of services and area to be cleaned		
Description	Unit Price	Weekly/Monthly cost
Pick up station maintenance weekly: removal of pet waste, replace can liner, and fill pick up bags for 10 additional pet waste stations <b>once</b> weekly. Waste collected and placed in community dumpster. 1000 pickup bags included per station annually.	OM-SB-DPFG-002 10@ \$6.95each	\$69.50/\$301.17 \$3614.04 annually
Pet waste station purchase and installation	OM-SB-DPFG-003	
Pet waste stations include: bag dispenser, waste can, pick up after your pet sign, and standard post. Stations are installed and anchored in concrete.	10 @ \$349.95	\$3499.50

  
Paul Cusmano  
Secretary

  
Mike Lawson  
Chairman, Stoneybrook North CDD



## Big Tree Inc

5175 Country Lakes Dr  
Fort Myers, FL 33905  
Phone # 239-694-9700  
Fax # 239-694-6345

## Proposal

# 3796  
Date 8/27/2019

### Name / Address

Metro Development Group  
c/o STONEYBROOK NOAH CDD

### JOB

Northbrook Phase 1- Landscape 3796


Description	Qty	U/M	Rate	Total
-------------	-----	-----	------	-------

MULCH REAPPLICATION 2 APPLICATIONS PER YEAR AT 1,500 BAGS EACH	3,000	BAG	6.00	18,000.00
---	-------	-----	------	-----------

This is pine bark mulch that won't degrade as quickly as other mulches. It is our feeling that two (2) applications at 1,500 bags each will keep the planted areas nice and thick. We've offered a unit price here, which can be increased or decreased as needed.

0.00	0.00
------	------

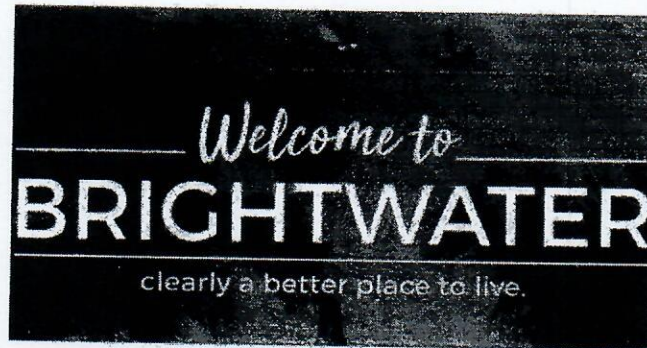
Client Signature

  
Chairman  
Stoneybrook North CDD  
WWW.BIGTREEINC.NET

**Total**

\$18,000.00

Landscaping Maintenance Services Proposal  
for



**Stoneybrook North Community Development District**

August 27, 2019

By





## Landscape Maintenance Specifications for: Stoneybrook North Community Development District

### Scope of Work:

- 1) Term & Service Area
  - a) This is a one (1) year contract commencing on September 16, 2019
  - b) At the completion of contract, the services will continue at a rate increase of 3% annually, unless the contract is formally cancelled and renegotiated.
  - c) Service area includes all common landscape areas and lake banks for Brightwater Phase 1
- 2) Mowing
  - a) Up to 40 times per year with grass cut to approximately 4-5"
  - b) Includes edging, string-trimming, and blowing
- 3) Shrub
  - a) Shrubs will be trimmed 6 times per year
- 4) Trees and Palms
  - a) Pruning up to 12' will be performed as needed.
  - b) Palm fronds and flowers whose base is below 12' will be pruned twice per year if those fronds are dead, dying, or below horizontal
  - c) Trimming above 12' is not included in this proposal, but service available to be quoted as needed
- 5) Bed Care & Mulch
  - a) Weeding will be done ongoing as needed
  - b) Annuals (flowers) and mulch material and application service are available to be quoted as needed
- 6) Irrigation Services
  - a) A wet check of all components of the irrigation system will occur monthly
  - b) Irrigation repair work available at \$60/hour plus materials
- 7) Fertilizer & Pest Control
  - a) Plantings and turf will be fertilized three (3) times per year with slow release fertilizer in January, April, and October
- 8) Dedicated Points of Contact
  - a) Your management contacts are:
    - Primary – Oliver Villa, [Oliver@BigTreeInc.com](mailto:Oliver@BigTreeInc.com), 239-895-3294
    - Escalation – Greg DeLeo, [Greg@BigTreeInc.com](mailto:Greg@BigTreeInc.com), 707-853-5718
    - Billing – Julie Byer, [JByer@BigTreeInc.com](mailto:JByer@BigTreeInc.com), 239-694-9700

Thank you for the opportunity to provide landscape maintenance for Stoneybrook North CDD. We have a 23-year history of providing some of the finest design, installation, and maintenance of landscape, turf, and irrigation systems in Southwest Florida, because we care about results and respect our clients and their needs.

**5175 Country Lakes Drive, Fort Myers, FL 33905**  
**Phone (239) 694-9700 – Fax (239) 694-1755**  
Licensed and insured landscape, irrigation, and turf contractor  
[www.BigTreeInc.com](http://www.BigTreeInc.com)



## BIG TREE SERVICES AGREEMENT

This contract is between Big Tree Inc., 5175 Country Lakes Drive, Ft. Myers, FL 33901, herein referred to as "Big Tree", for landscaping maintenance for Stoneybrook North Community Development District, Pritchett Parkway, North Fort Myers, FL 33917, herein referred to as "Client", for the services described in the Scope of Work.

Services as described above


Monthly\*  
\$11,000.00

\* All payments are in advance and due on the first of the month

**Big Tree, Inc.**

**Stoneybrook North CDD**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of authorized individual

Ryan Moreland, CEO  
\_\_\_\_\_  
Printed name and title

Michael Lannon  
\_\_\_\_\_  
Printed name and title

9/13/19  
\_\_\_\_\_  
Date

9-3-19  
\_\_\_\_\_  
Date

### Terms and Conditions:

This is a one (1) year contract and is an obligation for the full term as selected below with each installment due and payable on the first of each month. Big Tree may terminate this contract and all services under this contract if payment is not received by the fifteenth of the month following service. Service will commence again when payment is received, if payment in full is received within one week of notice of termination. Payment will be without reduction for services interrupted due to non-payment. Finance charges of 1.5% per month for each month past the due date for any balance owed, will be accrued and owed by Client to Big Tree. This agreement may be terminated by the Client for cause at any time, upon (30) days prior written notice, which must contain detailed specifications of the contractual failures by Big Tree. If Client elects to terminate this agreement as a result of Big Tree's failure to perform, Big Tree will have the right to reinstate this agreement by curing such defaults within ten (10) business days of receipt of Owner's notice of intent to terminate. Services required to cure performance defaults will not be billable to Client unless Client refuses reinstatement of the contract at the end of that ten (10) days. This agreement may be terminated without cause at any time by either party upon sixty (60) days prior written notice. Upon termination (with or without cause), all un-accrued rights, duties and obligations of the parties hereto shall terminate in accordance with this contract. In any event, termination of this contract is not effective until all monies due to Big Tree, including costs of curing defaults, are paid in full. If and when landscape renovation is done, maintenance price will be re-evaluated by Big Tree and Client and adjustments will be made to this contract. In the event that a collection agency or attorney must be engaged to obtain monies due under this contract, Client is responsible for any and all costs related to collections, legal fees, and court costs of those monies.

**5175 Country Lakes Drive, Fort Myers, FL 33905**

**Phone (239) 694-9700 – Fax (239) 694-1755**

Licensed and insured landscape, irrigation, and turf contractor

[www.BigTreeInc.com](http://www.BigTreeInc.com)

## AQUATIC MANAGEMENT AGREEMENT

This Aquatic Management Agreement (the "**Agreement**") is entered into as of April, 2019, between the **Stoney Brook North Community Development District**, whose mailing address is c/o DPGF, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647. (the "**District**") and Solitude Lake Management, a LLC, whose mailing address is 3842 Ironbridge Blvd, Unit #2, Fort Myers, FL 33916 (the "**Contractor**").

### BACKGROUND INFORMATION

The District is responsible for the operation and maintenance of the ponds within the boundaries of the District. The Contractor provides pond monitoring and maintenance services and the District desires to retain the Contractor to provide pond monitoring and maintenance services as described in this Agreement.

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

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Term of this Agreement.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
3. **Termination.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
4. **Scope of Services.** The Contractor shall perform the specific water management services described in **Exhibit A** attached hereto for the District's ponds as depicted in **Exhibit B** attached hereto.
5. **Compensation.** The District agrees to compensate the Contractor for the work described above in the amount of \$910.00 per month. Each month the Contractor shall submit an invoice for the work performed the previous month. The District shall pay the Contractor within thirty (30) days of receipt of the invoice.
6. **Additional Services.** When authorized in advance in writing by the District, the Contractor may provide additional services beyond those listed above. The additional services and any additional compensation are to be agreed upon in writing prior to the work commencing and covered under a separate amendment.

7. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

8. **Responsibilities of the Contractor.**

I. The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder.

II. The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

III. Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless 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 as a result of the negligence of the Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor shall acknowledge the same in writing. 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.

9. **Responsibilities of the District.** The District shall inform Contractor of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. The District agrees to provide Contractor with copies of mitigation permits, site plans, and plant species relating to contracted work areas.

**10. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**11. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**12. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and 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 the information technology systems of the District.

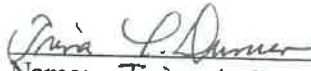
**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT**

Lore.veira@dpfg.com, OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.

13. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located in.
14. **Enforcement of Agreement.** Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
15. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
16. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
17. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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.
18. **Notice.** In the event that the Contractor or the District undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification. Contractor shall notify the District in writing of any water use restrictions or pertinent information after treatment.
19. **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.
20. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

[signature page to follow]

Solitude Lake Management

 04/22/19  
Name: Trina L. Duncan  
Title: Business Manager

Stoneybrook North  
**Community Development District**

 4-30-19  
Chair/Vice-Chair of the Board of Supervisors

# Exhibit A

### **ANNUAL POND MANAGEMENT CONTRACT**

PROPERTY NAME: Stoneybrook North CDD

CONTRACT TERM: April 1<sup>st</sup>, 2019 to March 31<sup>st</sup>, 2020

SUBMITTED TO: Paul Cusmano #813-418-7473 paul.cusmano@dpfg.com

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Lake Management for 8 lakes #23, #24, #25, #26, #28, #29, #30, and #31

#### **Visual Inspections:**

1. Contractor will perform a visual inspection of the pond(s) during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Erosion
  - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the client in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

#### **Pond Aquatic Weed Control:**

1. Pond(s) will be inspected on a *one (1) times per month* basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.

3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

#### Shoreline Aquatic Weed Control:

1. Shoreline areas will be inspected on a *one (1) times per month* basis.
2. Any growth of cattails, Torpedograss, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Water Quality Monitoring:

1. Pond water samples will be taken and tested **one (1) per year** for the following parameters:

Temperature	Dissolved Oxygen
pH	

The results of the tests along with recommendations and analysis of the results will be provided to the client in a written report following each testing period.

1. Any data collected that needs immediate action to resolve an issue will be brought to the client's attention at once.

#### Pond Algae Control:

1. Pond(s) will be inspected on a *one (1) times per month* basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algacides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the client's approval for an additional fee. Routine trash and debris removal services are for

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Permitting:

1. SOLitude staff will not be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the client of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Client Responsibilities:

1. Client will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Service Reporting:

1. Client will be provided with a monthly service report detailing all of the work performed as part of this contract.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



- properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
  5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
  6. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
  7. Contractor will maintain general liability and workman's compensation insurance.
  8. Client understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their ponds. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their ponds for irrigation purposes. The client accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the client for irrigation without the consent or knowledge of the contractor.
  9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the pond goes uncontrolled, as it will over time interfere with the health and wellbeing of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



10. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
11. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the client will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The client is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of the contractor to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the client, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.
12. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
13. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the client.
14. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SOLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

APPROVED:

**(Authorized Client Signature)**

Michael Lawton, Chairman  
(Print Name and Title)

**(Date)**



# The Stewards of Water

3842 Ironbridge Blvd, Unit #2, Fort Myers, FL 33916 | 888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



POOP 911 Tampa  
11721 Manistique Way  
New Port Richey FL, 34654

Stoneybrook North

Proposal SB2018

Date: 12/22/2018		
Description of services and area to be cleaned		
Description	Unit Price	Weekly/Monthly cost
Pick up station maintenance weekly: removal of pet waste, replace can liner, and fill pick up bags for 10 additional pet waste stations <b>once</b> weekly. Waste collected and placed in community dumpster. 1000 pickup bags included per station annually.	OM-SB-DPFG-002 10@ \$6.95each	\$69.50/\$301.17 \$3614.04 annually
Pet waste station purchase and installation	OM-SB-DPFG-003	
Pet waste stations include: bag dispenser, waste can, pick up after your pet sign, and standard post. Stations are installed and anchored in concrete.	10 @ \$349.95	\$3499.50

Paul Cusmano  
Secretary

Mike Lawson  
Chairman, Stoneybrook North CDD

**EXHIBIT 6.**

## Outdoor Solar Lighting Equipment Lease

This Outdoor Solar Lighting Equipment Lease (the "**Lease**"), is made and entered into as of \_\_\_\_\_, 20\_\_\_\_\_ by and between **GIG FIBER, LLC** a Delaware limited liability company (the "**Company**"), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local, special-purpose government district authorized under Chapter 190 of the Florida Statutes (the "**Customer**"), whose address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647; Attn: District Manager.

### 1. Lease of Street Lights.

- a. Type, Model, and Quantity of Street Lights. For and in consideration of the mutual covenants set forth in this Lease, Company agrees to lease and rent to Customer, and Customer agrees to rent and hire from Company, the following outdoor solar lighting equipment and systems (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the "**Street Lights**" and any single unit of which shall be referred to individually as a "**Street Light**"): **one hundred and fifty one (151)** Leadsun AE3 Series LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, according to design, installation and construction plans and specifications to be prepared by Company and approved by Customer as provided in this Lease.
- b. Lease and Rental of Additional Solar Street Lights. From time to time during the Term of this Agreement, Customer and Company may agree that Customer shall lease and rent additional solar street lights (of the a type and model manufactured by Leadsun or other manufacturer that may be offered by Company and approved by Customer). Upon their agreement concerning the type, model and number of the additional solar street lights, and the economic, financial and legal terms of the additional lease and rental thereof, the parties shall memorialize and confirm their agreement in an executed amendment to this Lease, substantially in the form attached as **Exhibit "D"** with all missing terms supplied.

### 2. Term of Lease; Installation; Scope of Work.

- a. Initial Term. The initial term of the Lease shall be for a period of twenty (20) years for each Street Light (the "**Initial Term**"), commencing on the date of installation of each such Street Light within the Installation Site with luminaires energized, field tested, and in working condition, in the reasonable judgment of Company (such date being the "**Commencement Date**" of the term of this Lease with respect to each Street Light) and continuing, unless sooner terminated as provided under this Lease, until the end of the Initial Term and any Renewal Terms (as defined below) that come into existence for each Street Light. As an example of the foregoing and not in limitation, if Street Lights A, B, and C are installed on November 1, 2020, December 1, 2020 and January 1, 2021, respectively, then the Commencement Date of the term of this Lease for each such Street Light shall commence on each such date, and the expiration dates of the Initial Term for Street Lights A, B, and C shall be October 31, 2040, November 30, 2040, and December 31, 2040, respectively. Prior to the Commencement Date of the Initial Term, Company shall construct and install, and thereafter operate, repair, and maintain the Street Lights as provided in this Lease.
- b. Installation Site; License. The Street Lights shall be installed at the following project, in the portions of the property owned by the Customer: \_\_\_\_\_ (the "**Installation Site**"), according to the approved installation plans as described below. Subject to satisfaction of the Conditions

(as provided in Section 4 below), and to receipt of a written notice to proceed from Customer, Company will begin installation of the Street Lights on the Installation Site promptly thereafter and prosecute such installation with reasonable care and diligence. Customer shall have the option to direct, by written notices to proceed to Company from time to time, that installation of the Street Lights shall proceed in stages, as successive residential phases of the Installation Site are completed by the developer thereof. Customer grants to Company and to Company's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Installation Site (the "**License**") for access to, on, over, under and across the Installation Site for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company's obligations and enforcing all of Company's rights set forth in this Lease. Company shall notify Customer prior to entering the Installation Site except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Lease (the "**License Term**"). During the License Term, Customer shall ensure that Company's rights under the License and Company's access to the Installation Site are preserved and protected. Customer shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Lease by either party. The Company shall be responsible for obtaining and paying for all necessary permits and other governmental approvals. The Company shall comply with all applicable laws, rules, permits and regulations of any governmental agency with jurisdiction over the installation of the Street Lights.

- c. Commencement Date Memorandum; Lease Year. When the Commencement Date of the Initial Term of each Street Light or, at the option of Company, group of Street Lights occurs, Company and Customer shall promptly execute a memorandum of the Commencement Date ("**Commencement Memorandum**") in the form attached as **Exhibit "A,"** memorializing the Commencement Date and other relevant information as specified in the Memorandum. For purposes of this Lease, the term "**Lease Year**" shall mean successive periods of twelve (12) consecutive months, beginning on the Commencement Date for each Street Light, throughout the Initial Term and any Renewal Terms that come into existence. The Street Lights shall be used and operated only at the Installation Site and shall not be removed without the prior written consent of Company, in Company's sole and absolute discretion.
- d. Renewal Terms. Subject to the provisions of this subsection, Company hereby grants Customer the option to renew and extend the Initial Term of each Street Light on the same terms, conditions and provisions as contained in this Lease, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty months each (each being referred to as a "**Renewal Term**" and collectively, the "**Renewal Terms**"). If exercised in accordance herewith, the first Renewal Term shall commence on the first (1st) day after the Expiration Date and the second Renewal Term on the day after expiration of the first Renewal Term. The Initial Term and each Renewal Term that comes into existence are collectively referred to in this Lease as the "**Term**." The option to elect a Renewal Term shall be exercisable, if at all, in the following manner:
  - i. Each Renewal Term shall be automatically exercised and come into existence unless, not more than six (6) months prior to the Expiration Date of the Initial Term for each Street Light, and of the first Renewal Term thereof, if it comes into existence, Customer, by written notice to Company ("**Cancellation Notice**") exercises an option to cancel such automatic Renewal Term. If the first Renewal Term is cancelled in the aforesaid manner, the Term (including any right to the second Renewal Term) and Customer's rights hereunder, as well as its right to use and possess the Street Lights shall expire on

the Expiration Date. Customer may however, at its option, exercise the right to cancel the Renewal Term for some or all Street Lights expiring after the effective date of the Cancellation Notice, as provided in such notice.

- ii. If Customer fails to deliver a Cancellation Notice, as aforesaid, prior to the effective date of the first Renewal Term, then the first Renewal Term shall come into existence on the same terms, conditions and provisions as contained herein, provided that Rent during the first Renewal Term shall be in the amounts described in Section 3 below. If Customer fails to deliver a Cancellation Notice as aforesaid prior to the effective date of the second Renewal Term, then the second Renewal Term shall come into existence on the same terms, conditions and provisions as contained herein, provided that Rent during the second Renewal Term shall be in the amounts described in Section 3 below, and thereafter there shall be no other or additional Renewal Terms.
- iii. At the sole option of Company, no Renewal Term shall come into existence if an Event of Default (as defined below) has occurred and is then continuing under this Lease.

### **3. Monthly Rent Payments; Security Deposit.**

- a. Rent. During the Initial Term of this Lease, Customer shall pay Company monthly Rent for the rental and use of the Street Lights with respect to which the Commencement Date of the Initial Term has begun, in advance, as follows (“**Rent**”). The Rent payable in each month of the first Lease Year of the Initial Term shall be based upon Fifty Dollars (\$50.00) per mechanically complete and operational Street Light per month, together with all applicable sales, excise, rental, and use taxes. With respect to any Street Light that is mechanically complete and operational for a period less than an entire month, the rent for such partial month shall be prorated based on the number of days in the month during which the Street Light was mechanically complete and operational compared in proportion to the total number of days in the month.
- b. Price Index Defined. For purpose of this Lease and the following provisions, the term “**Price Index**” means mean the Consumer Price Index for “All Urban Consumers” published by the Bureau of Labor Statistics of the United States Department of Labor, for the “South Region,” “All Items,” (1982-84=100) or any successor or substitute index, appropriately adjusted. In the event that the Price Index ceases to use 1982-84=100 as the basis of calculation, then the Price Index shall be converted to the figure that would have been calculated as nearly as shall be practical had the manner of calculating the Price Index in effect at the date of this Lease not been altered.
- c. Annual Rent Redetermination. Effective as of the annual anniversary of the Commencement Date in each Lease Year subsequent to the first Lease Year during the Term of this Lease, Company shall have the right, upon written notice to Customer, to increase the Rent payable hereunder by an amount equal to the GREATER of (i) three percent (3%) of the Rent payable during the immediately preceding Lease Year, or (ii) the percentage increase of the Price Index for the second month preceding the Lease Year for which the determination is being made, over the Price Index for the same month preceding the beginning of the previous Lease Year (or the Commencement Date in the case of the first Lease Year) (“**Percentage Increase**”). The Percentage Increase shall be multiplied by the Rent charged per Street Light for the previous Lease Year and added to such Rent to produce the applicable Rent per Street Light for the Lease Year of determination. Customer covenants and agrees that such escalated Rent shall thereafter be payable in equal monthly installments, until the next escalation date pursuant to the

terms of this Lease. Company is not obligated to increase the Rent for any Lease Year; provided, however, if Company waives an increase in Rent for any Lease Years, the Percentage Increase shall be cumulative in application to any subsequent Lease Year in which Company announces the collection of an increase.

- d. **Example.** The following formula illustrates the intentions of the parties hereto as to the computation of the aforementioned escalation of Rent:

$$\frac{\text{Price Index}_2 - 1}{\text{Price Index}_1} = (\% \text{ Change in Price Index}) \times (\text{Prior Lease Year Rent}) + (\text{Prior Lease Year Rent})$$

$$= \text{Rent for Prospective Lease Year}$$

- e. The following examples illustrate the application of the above formula:

- **Example 1.** Assume that the Rent for a Lease Year ending April 30, 2022 is \$50,000.00 (all Street Lights having been installed), the applicable Price Index for the previous Lease Year (i.e., March, 2021) is 247.867, and the Price Index for March 2022 is 253.072. Therefore,  $253.072 \div 247.867 = 1.021$  x \$50,000 = \$51,050. However, at Company's option, because three percent (3%) of \$50,000 is \$1,500, therefore Company is entitled to escalate the Rent to \$51,500.00, which would become the Rent for the new Lease Year beginning May 1, 2022.
- **Example 2.** Assume the same facts as above, except that the Price Index for the previous Lease Year (i.e., March, 2021) is 247.867, and the Price Index for March 2022 is 263.072; Therefore,  $263.072 \div 247.867 = 1.061$  x \$50,000 = \$53,067.17, which becomes the Rent for the new Lease Year beginning May 1, 2020.
- **Example 3.** Assume the same facts as in Example 2 above, except that Company did not announce a Rent increase for 2021 and, during such period, continued to collect the Rent amount payable for Lease Year 2020. The Rent due for Lease Year 2022 would be the same as in Example 1, based on the amount of the Rent that would have been collected during the Lease Year for which collection was waived.

- f. **Unavailability of Price Index.** In the event that the Price Index for any particular Lease Year is unavailable as of the date of determination of the annual Rent, Customer shall continue to make monthly Rent payments based on the monthly installments calculated for the preceding escalation of Rent until such Price Index is made available, at which time the Rent shall escalate in accordance with this section, and Customer shall make a retroactive payment to Company equal to the difference between (i) the Rent due from the date the first increase in Rent became effective until the increase was finally computed and (ii) the Rent actually paid by Customer from the date the increase became effective until the date such increase was finally computed. In no event shall the Rent in a given year be less than the Rent for the immediately preceding year.

- g. **Invoices for Rent.** For the convenience of Customer only, Company may invoice Customer monthly, stating (i) the Rent due, (ii) any additional charges incurred by Customer under this Lease, and (iii) the total amount due from Customer. Customer's obligation to timely pay amounts due under this Lease shall not be affected by the failure of Company to issue an invoice or any inaccuracy in any invoice. Any delay or failure of Company in computing or billing Customer for the escalation of annual Rent as

provided herein shall not constitute a waiver of or in any way impair the continuing obligation of Customer to pay such escalation of annual Rent hereunder.

- h. Obligation to Pay Escalated Rent. Customer's obligation to pay the escalated Rent pursuant to this subsection shall continue and shall cover all periods through and including the Expiration Date, and shall survive any expiration or termination of this Lease.
- i. Payment Dates for Rent. Except for the first installment of Rent (which shall be payable on the Commencement Date of the Term for each Street Light), Rent shall be payable in equal monthly installments in advance on the first (1<sup>st</sup>) day of each calendar month of each Lease Year of the Term. Rent payable for any partial month shall be prorated on a per diem basis, based upon a thirty (30) day month. Customer agrees that the covenant to pay Rent and all other sums under this Lease is an independent covenant and that all such amounts are payable without counterclaim, set-off, deduction, abatement, or reduction whatsoever, except as otherwise may be expressly provided for in this Lease. Notwithstanding any provision of this Lease to the contrary, however, Rent shall not be payable during the period from the date of execution of this Lease until the Commencement Date.
- j. Rent Delinquencies. Any Rent payable by Customer to Company under this Lease which is not paid within ten (10) days after the date due will be subject to (i) a late payment charge of five percent (5%) of the delinquent amount, in each instance, to cover Company's additional administrative costs and (ii) if any payment shall remain overdue for more than fifteen (15) days, interest on all such unpaid sums (other than the late charge), at a per annum rate equal to the lesser of the highest rate permitted by law under Chapter 218, Florida Statutes or eighteen percent (18%). The rate of interest determined pursuant to the preceding sentence is sometimes hereinafter referred to as the "**Maximum Interest Rate**." Such late charges and interest will be due and payable upon demand, and will accrue from the date that such Rent late charges or other sums are payable under the provisions of this Lease until actually paid by Customer. Such late charges and interest shall not be considered the granting of a grace period. Customer shall also pay all applicable Florida sales, excise, franchise, privilege, and use tax levied on Rent.
- k. Security Deposit. As security for the payment and performance of this Lease by Customer, Customer agrees to deposit with Company a cash sum equal to One Hundred Dollars (\$100.00) multiplied by the number of Street Lights to be installed pursuant to this Lease, as it may be amended from time to time ("**Security Deposit**"). Company shall be entitled to commingle the Security Deposit with its other funds. If an Event of Default (as defined below) shall occur, Company may, at its option, but without prejudice to any other rights which Company may have, apply all or part of the Security Deposit to compensate Company for any loss, damage, or expense sustained by Company as a result of such default. If all or any part of the Security Deposit is so applied, Customer shall restore the Security Deposit to its original amount on demand of Company. Subject to the provisions of this subsection, within thirty (30) days following termination of this Lease, if Customer is not then in default or if no default would occur after a lapse of time, the Security Deposit will be returned by Company to Customer.
- l. Taxes. Customer shall either pay or reimburse Company for any and all Taxes (as hereafter defined) assessed on the Rent or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority. For purposes of this Section 3(l), "Taxes" means any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company's revenues due to

the lease of the Street Lights under this Lease, which shall be Company's responsibility. Customer shall show Company as the owner of the Street Lights on all tax reports or returns, and deliver to Company a copy of each report or return and evidence of Customer's payment of Taxes upon request.

#### 4. Conditions to Obligations.

- a. Conditions to Company's Obligations. Company's obligations under this Lease are conditioned on the satisfaction of the following conditions by Company ("**Conditions**"):
  - i. Completion of a physical inspection of the Installation Site, including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Installation Site for the Street Lights;
  - ii. Approval of (A) this Lease and (B) the Construction Agreement (if any) for the Street Lights by all parties providing debt or equity financing to Company in connection with its acquisition, design, installation, or construction of the Street Lights ("**Company's Financing Parties**"). "**Construction Agreement**" as used in this subsection means any agreement between Company and any contractor or subcontractor to install the Street Lights;
  - iii. Receipt of all necessary zoning, land use and building permits by Company and/or any contractor of subcontractor performing work or services under the Construction Agreement.
- b. Failure of Conditions. If any of the conditions listed in subsection (a) are not satisfied within a reasonable time after the date of this Lease, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the unsatisfied Conditions. If the Parties are unable to negotiate new dates, then Company may terminate this Lease upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Lease.
- c. Commencement of Construction. Company's obligation to commence construction and installation of the Street Lights is conditioned on Company's receipt of (A) proof of insurance for all insurance required to be maintained by Customer under this Lease, (B) written confirmation from any party holding a mortgage, lien, or other encumbrance over the Installation Site, if any, that such party will recognize Company's rights under this Lease for as long Company is not in default hereunder and (C), a signed and notarized original copy of an original grant of easement, executed and delivered by Customer, in recordable form, substantially in the form attached hereto as **Exhibit "B"** (the "**Easement Agreement**").

#### 5. Street Light Design and Approval.

Based on written Street Light design specifications provided by Customer in consultation with Company for installation of the Street Lights at the Installation Site, Company shall prepare and provide Customer with a copy of a final design sketch with pole identification numbers at least ten (10) business days prior to the commencement of installation. If Company is unable to provide some or all of the Street Lights selected by Customer or Company is unable to install the Street Lights in reasonable proximity to the locations identified in Customer's original design specifications, Company shall note any material deviations from Customer's original design specifications or equipment selections in the final design sketch. If the final design sketch has been provided to Customer, as required immediately above, and Customer has not advised Company of specific changes to be made to the final design sketch prior to the commencement of work at

the Installation Site, then Customer will be deemed to have consented to the configuration and installation of the Street Lights pursuant to the final design sketch. If, however, Customer advises Company of specific changes to the final design sketch, then representatives of Customer and Company shall meet and use reasonable efforts to resolve any disagreement regarding such changes promptly. **COMPANY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE STREET LIGHTS, THE STREET LIGHT INSTALLATION DESIGN, AND THE INSTALLATION OF THE STREET LIGHTS THEMSELVES, AND HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

## **6. Change Orders.**

The Street Lights shall be configured and installed pursuant to the final design sketch. Any change order requested by Customer shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Commencement Date. If approved by Company, the final design sketch shall be revised at Customer's expense, and 100% of the cost of the change order shall be paid to Company by Customer in cash in advance as a condition of any such change order.

## **7. Damages During Construction.**

Customer shall be responsible for all costs incurred to repair or replace any Street Lights which are damaged by Customer, its agents, employees, or authorized representatives during construction of Customer's facilities, including, but not limited to, costs incurred to repair or relocate Street Lights to proper depths in response to a lowering of the grade of the soil above any conduit serving the Street Lights. Any damage or loss during installation of Street Lights caused by windstorm, fire, flood, fallen trees vandalism, vehicular accident, or other cause not the result of any action or omission of Company shall be restored or repaired by Customer at the expense of Customer.

## **8. Customer Information and Preparation; Indemnification.**

- a. Information Provided By Customer. Customer shall locate and advise Company, through the provision of an accurate map and other necessary written descriptions provided from the developer of the project, of the exact location of all underground facilities, including, but not limited to: sanitary and storm water pipes, septic tanks, potable and irrigation wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, storm drainage systems, and any other buried underground facilities or equipment (collectively, "**Underground Facilities**") at the Installation Site at least ten (10) days prior to the commencement of any work by Company at the Installation Site.
- b. Damage to Underground Facilities. Any and all cost or liability for damage to Underground Facilities caused by Company that were not properly identified by Customer, as described under this Paragraph, shall be paid by Customer. Except for those claims, losses and damages arising out of Company's sole negligence, Customer agrees to defend, at its own expense, and indemnify Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Street Lights. The phrase "property damage" includes, but is not limited to, damage to the property of Customer, Company, or any third parties. For purposes of this indemnification, and any exculpation from liability provided under this Lease, the "**Company**" shall be defined as Company, GIG Fiber, LLC, and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, or parent, sister, or successor entities.

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

## **9. Environmental Attributes and Environmental Incentives.**

- a. **Ownership of Environmental Attributes.** Company is and shall be the owner of all Environmental Attributes and Environmental Incentives (as defined below) and is entitled to the benefit of all Tax Credits (as defined below), and Customer's lease of the Street Lights under this Lease does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Customer shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Company. If any Environmental Incentives are paid directly to Customer, Customer shall immediately pay such amounts over to Company.
- b. **"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, the production of electrical energy from the Street Lights and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Customer and Company shall file all tax returns in a manner consistent with this Section. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products, if and to the extent any of the foregoing are applicable.
- c. **"Environmental Incentives"** means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the Street Lights or any Governmental Authority.
- d. **"Governmental Authority"** means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial,

public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

- e. **“Tax Credits”** means any and all (a) investment tax credits, and (b) similar tax credits or grants under federal, state or local law relating to the construction, ownership or use of energy from the Street Lights.

#### **10. Non-Standard Service Charges.**

Customer shall pay all costs associated with any additional Company facilities and services that are not included in the design and installation plans and specifications, including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs. Charges will also be assessed for light rotations and light pole relocations. Company will bill Customer the actual cost of such non-standard facilities and services as incurred and Customer shall pay such billed costs with the next installment of monthly Rent due from Customer.

#### **11. Maintenance and Repair; Limitation on Damages.**

- a. Regular Maintenance. Regular maintenance of the Street Lights according to industry standard best practices for maintenance such as monthly cleaning of LED light covers and updating of the software shall be the obligation of Customer. Company shall provide Customer with the names and contact information of licensed and insured professional vendors who will perform such maintenance, Customer shall contract with such vendors promptly, and shall pay the recurring fees of the vendor(s) promptly when due.
- b. Repairs and Replacements. Company shall cause all other repairs and replacements to the Street Lights to be made to keep the Street Lights in reasonable operating order and repair. In connection with the foregoing, Company shall furnish, repair, and replace, as necessary, at its expense, all electric light, luminaires, storage batteries, solar panels, support poles, and lighting control equipment which are a part of the Street Lights. Notwithstanding the foregoing provisions of this subsection b., if any part of a Street is destroyed, damaged, suffers a casualty, or requires repairs as the result of any act or omission of Customer, or its employees, agents, contractors, subcontractors, or any owner, tenant, or occupant of a lot or parcel in the project of which the Installation Site is a part (or their respective invitees), (collectively, **“Customer Responsible Parties”**), Company shall be entitled to repair or replace the same, and the cost of any such repairs or replacements shall be paid or reimbursed to Company by Customer upon demand by Company. Alternative, in such event, Company shall have the right to require Customer to repair or replace the Street Lights using vendors approved by Company, in the reasonable judgment of Company, at Customer’s expense.
- c. Emergency Repairs or Replacements. If, in any emergency, it shall become necessary for Company to make any repairs or replacements required to be made by Customer as aforesaid, Company may enter upon the Installation Site, or any portion thereof, and proceed forthwith to have the repairs or replacements made and pay the costs thereof. In such event, Company shall use reasonable efforts to notify Customer of the date, time, and facts surrounding such entry as soon as reasonably possible after the emergency condition is abated. If the emergency condition was caused by any act or omission of Customer or any Customer Responsible Parties, or if the nature of the repair is within Customer’s responsibility under this Lease, then, upon demand, Customer shall reimburse Company for the reasonable cost of making the repairs. Customer shall promptly notify Company of any matters of

which it is aware pertaining to any damage to or loss of use of the Street Lights or that could reasonably be expected to adversely affect the Street Lights.

- d. Suspension of Operations. Notwithstanding anything to the contrary herein, Company shall be entitled to suspend operation of the Street Lights for the purpose of maintaining and repairing them, and such suspension of operation shall not constitute a breach of this Lease; provided, however, that Company shall use commercially reasonable efforts to minimize any interruption in operation to Customer.
- e. Exculpation. Company shall not be liable to Customer for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by all or part of the Street Lights or the use or maintenance thereof; the repairs, servicing or adjustments thereto, loss of use thereof; any loss of business or business damage, any complete or partial failure or interruption of service, any shut down for repairs or adjustments, any delays in providing or restoring service, or failure to warn of any interruption of service or lighting, including any of the foregoing attributable to the negligence of Company.
- f. Alterations or Improvements. Customer shall not make any alterations or repairs to the Street Lights without Company's prior written consent, in Company's sole discretion. If Customer wishes to make such alterations or repairs, Customer shall give prior written notice to Company, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Company the opportunity to advise Customer in making such alterations or repairs in a manner that avoids damage to the Street Lights, but, notwithstanding any such advice, Customer shall be responsible for all damage to the Street Lights caused by Customer or its contractors. To the extent that temporary disconnection or removal of the Street Lights is necessary to perform such alterations or repairs, such work and any replacement of the Street Lights after completion of Customer's alterations and repairs, shall be done by Company or its contractors at Customer's cost. If and to the extent permitted by Company, all of Customer's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- g. Insolation. Customer understands that unobstructed access to sunlight ("**Insolation**") is essential for the proper performance of the Street Lights and a material term of this Lease. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Street Lights' Insolation. If Customer becomes aware of any activity or condition that could diminish the Insolation of the Street Lights, Customer shall notify Company immediately and shall cooperate with Company in preserving the Street Lights' existing Insolation levels.

## **12. Outage Notification.**

Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly of any Street Light malfunctions and outages.

## **13. Vandalism.**

Customer shall be responsible for the cost incurred to repair or replace any Street Lights that have been damaged as a result of vandalism. Company shall not be required to make such repair or replacement prior to payment by Customer for such damage. At Customer's expense, and at Company's discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism.

## **14. Tree Trimming.**

Customer shall arrange for tree trimming by qualified personnel at Customer's sole expense when the installation of, illumination from or maintenance access to the Street Lights is obstructed by trees and other vegetation. Company will not be responsible for trimming trees for lighting installation or illumination obstruction. Failure to maintain adequate clearance around the luminaires and poles may cause a delay in requested repairs or required maintenance.

#### **15. Ownership of Street Lights.**

The Street Lights shall remain Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture. Any claim that Company has or may hereafter have with respect to the Street Lights shall be superior to any lien, right or claim of any nature that Customer or anyone claiming through Customer now has or may hereafter have with respect to the Street Lights by law, agreement or otherwise. Upon request of Company, Customer shall, promptly advise Company in writing of the exact location of any portion of the Street Lights and shall give Company prompt notice of any removal of any portion of the Street Lights from their location as installed by Company.

#### **16. Attachments.**

In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Street Lights or tend to create a dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph.

#### **17. Street Light Damage and Insurance.**

a. Street Light Damage. If any Street Lights are damaged or destroyed other than by the negligence or willful misconduct of Customer or any Customer Responsible Parties, Company shall promptly repair, restore, or replace the Street Lights, to their pre-existing condition, and shall have the right to use all proceeds of insurance payable in connection with the damage or destruction for repair, replacement or restoration purposes. Any loss or damage that is not the responsibility of Company to restore or repair as aforesaid shall be promptly repaired or replaced by Company at the expense of Customer, and Customer shall pay the cost of such repairs or replacements promptly within thirty (30) days after receipt of an invoice from Company. Notwithstanding the foregoing, however, if more than fifty percent (50%) of the Street Lights are destroyed during the last five (5) years of the Initial Term or during any Renewal Term, Company may elect, at its sole option, either to (A) restore, repair, or replace the destroyed portion of the Street Lights, or (B) Company may terminate this Lease, whereupon Company shall be entitled to receive an assignment of the insurance proceeds payable in respect of the damage or destruction, and the provisions of this Lease with respect to abandonment or removal of the Street Lights upon expiration of this Lease in Section 21 shall be applicable.

b. Insurance Coverages.

- i. By Company. Company shall procure and maintain policies of insurance, at its own cost and expense, as follows:
  - A. Commercial General Liability Insurance coverage naming Company as insured and Customer as an additional insured. Such insurance shall be primary and non-contributing and shall not apply as excess to any other insurance secured by or available to Company, and shall have limits of liability as follows: Commercial General Liability of: (i) \$2,000,000 per occurrence; (ii) \$3,000,000 General Aggregate

- Per Location Basis; (iii) \$2,000,000 Personal Injury - Employee Exclusions Deleted; (iv) \$2,000,000 Contractual Liability; (v) \$100,000 Real Property Legal Liability; (vii) \$10,000 Medical Payments

B. Commercial Umbrella/Excess Liability of \$2,000,000 with a combined single limit in excess of the amounts set forth in subsection i.A.

C. All Risk Property Insurance, insuring against loss or damage by fire, windstorm, flood, malicious mischief, vandalism, and all other insurable casualties insured by a full and complete extended coverage endorsement for not less than one hundred percent (100%) of the full replacement cost of the Street Lights, as determined by Company, and naming Company as the primary insured and loss payee under such policy. Employer's liability insurance with coverage of at least \$1,000,000; and

D. Workers' compensation insurance as required by law.

ii. By Customer. Customer shall procure and maintain policies of insurance, at its own cost and expense, as follows:

A. Commercial General Liability Insurance coverage naming Customer as insured and Company as an additional insured. Such insurance shall be primary and non-contributing and shall not apply as excess to any other insurance secured by or available to Company, and shall have limits of liability as follows: Commercial General Liability of: (i) \$2,000,000 per occurrence; (ii) \$3,000,000 General Aggregate - Per Location Basis; (iii) \$2,000,000 Personal Injury - Employee Exclusions Deleted; (iv) \$2,000,000 Contractual Liability; (v) \$100,000 Real Property Legal Liability; (vii) \$10,000 Medical Payments

B. Commercial Umbrella/Excess Liability of \$2,000,000 with a combined single limit in excess of the amounts set forth in Section ii. A above.

c. Requirements of Policies of Insurance. All policies referred to above shall: (i) be issued by insurers licensed to do business in Florida and reasonably acceptable to Company; and (ii) be in a form reasonably satisfactory to Company. Customer shall furnish Company with certificates of insurance evidencing the coverage required by this Lease with an additional insured endorsement on ISO form CG 20 11 01 96, or equivalent form. If (i) Customer fails to take out or to keep in force any insurance referred to in this Section or should any such insurance not be approved by Company, and (ii) Customer does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Company to Customer specifying the nature of such omission, then Company shall have the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Customer and all outlays by Company shall be paid by Customer to Company, without prejudice to any other rights or remedies of Company under this Lease.

d. Waivers of Subrogation. Except as otherwise provided herein, whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either Customer or Company, or anyone claiming by, through, or under either of them, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Lease to be so insured, then the party so insured (or so required to be insured) hereby waives any claims against and releases the other party from any liability said other party may have on account of

such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required). The parties agree to furnish to each insurance company which has issued or will issue policies of casualty insurance on the Building, written notice of said waivers and to have the insurance policies properly endorsed, if necessary, to acknowledge such subrogation waivers.

## **18. Light Trespass.**

Customer acknowledges and agrees that Customer is solely responsible for specifying the general location of the Street Lights and the direction and orientation of the illumination provided thereby. Company will not be required to install or continue to operate the Street Lights at any location where the service may be or has become objectionable to others. If it is found either during or after installation that the illumination is objectionable to others, Customer shall be responsible for the costs incurred to relocate, remove, or shield the Street Lights in addressing the objection, unless Customer is otherwise able to fully address and satisfy the third-party objections in question. In the event removal of any Street Lights is the only practicable resolution of the objection, such removal will be deemed a partial termination prior to the expiration of the Initial Term and Customer promptly shall pay Company the damages specified under Section 20 (Default) below therein for any Street Lights that must be removed.

## **19. Assignment and Financing.**

- a. Assignment. This Lease shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions. Company may, without the consent or approval of Customer, assign this Lease, and all right, title and interest of Company in and to the Street Lights, and all Rent and other sums due or to become due under this Lease. Company's Financing Parties, including any bank or other lending institution to which this Lease may be assigned or pledged from time to time, shall be obligated to perform any duty, covenant or condition required to be performed by Company which arose prior to the date of the assignment, nor shall such Lender be responsible for any Security Deposit paid by Customer under this Lease. Customer may assign or transfer this Lease only with Company's prior written consent, which consent may be withheld, conditioned or delayed in Company's sole discretion. In the event of an assignment to which Company consents, the approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Lease. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights.
- b. Financing. The Parties acknowledge that Company may obtain short or long-term financing or other credit support from Company's Financing Parties, which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to a leaseback of the Street Lights from such person. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Lease that may be reasonably requested by Company's Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Lease. In connection with an assignment pursuant to this Section 19, Customer agrees to execute any consent, estoppel, subordination, or acknowledgement in form and substance reasonably acceptable to Company's Financing Parties.

- c. Successor Servicing. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company's Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Lease (the "Successor Provider"). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Lease.

**20. Default.** Each of the following shall constitute an "**Event of Default**" under this Lease:

- a. Rent. Customer's failure to pay the Rent or any other sum when due from time to time under this Lease, if such failure to pay continues for a period of ten (10) days after written notice from Company; Other Default. A breach of, or failure to perform, any other covenant or obligation under this Lease, if such breach or failure continues for a period of thirty (30) days after written notice from the affected party; provided, however, that if the other party commences to cure the breach or failure within the aforesaid period, but the cure is such that it cannot be timely completed in the exercise of diligent efforts, and if the Street Lights or the party's rights under this Lease are not jeopardized or threatened in any way, the other party may have such additional time to cure the breach or failure to perform as may be necessary, not to exceed sixty (60) days;
- b. Removal of Street Lights, Etc. Customer removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site;
- c. Bankruptcy, Reorganization, Etc. The filing of a petition by Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property; the filing of a petition against Customer for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Customer's property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an assignment by Customer for the benefit of creditors; or the taking possession of the Installation Site, or any other property of Customer, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of Customer.
- d. Remedies. If an Event of Default occurs, the affected party, without further notice or demand, shall have the rights and remedies hereinafter set forth and under applicable Florida law, all of which shall be distinct, separate and cumulative. Company may terminate this Lease by giving Customer written notice of its election to do so, in which event the Term shall end and all right, title and interest of Customer hereunder shall terminate on the date stated in such notice, provided, however, that Customer will remain liable for all Rent and other sums and charges due hereunder through the end of the Term and all damages resulting from Customer's default, all such Rent and other sums and charges being accelerated and reduced to present value at the "prime rate" of interest published in the Wall Street Journal on the date of termination of this Lease, plus five percent (5%). Company shall credit Customer's liability as aforesaid with any sums Company recovers by re-letting or sale of the Street Lights; provided, however, that any such re-letting shall be at Company's sole discretion. Company may enter upon the Installation Site to take possession of and remove the Street Lights, and to store or dispose of the same as Company sees fit. Such entry and repossession may be effectuated peaceably without legal process, by summary dispossession proceedings, or otherwise as permitted by law, in Company's sole discretion. All Street Lights removed from the Installation Site by Company pursuant to any provisions of this Lease or by law shall be handled, removed or stored by Company at the cost and expense of Customer. Customer shall pay Company for all expenses incurred by Company in such removal and for storage charges for the

Street Lights for so long as the same shall be in Company's possession or under Company's control. Without limiting the foregoing, Company may remedy or attempt to remedy any Event of Default under this Lease for the account of Customer and may, upon not fewer than twenty-four (24) hours prior notice to Customer (except that no notice shall be required during an emergency) enter upon the Installation Site for such purposes. Company shall not be liable to Customer for any loss or damage caused by acts of Company in remedying or attempting to remedy such default and Customer shall pay to Company all reasonable expenses incurred by Company in connection with remedying or attempting to remedy such default. Any expenses incurred by Company shall accrue interest from the date of payment by Company until repaired by Customer at the Maximum Interest Rate.

## **21. Disposition of Street Lights at Expiration or Termination of Lease.**

- a. Removal or Abandonment. Upon the expiration or earlier termination of this Lease, Company may elect, at its sole option, either to remove all of the Street Lights on a mutually convenient date, but in no event later than ninety (90) days after the expiration or termination of the Lease ("**Return Date**") or to abandon the Street Lights in place, in which latter case the Street Lights shall become the property of Customer. Any removal shall be at Company's expense, unless the termination is due to a default by Customer or damage to the Street Lights by Customer or a Customer Responsible Party resulting in a termination of this Lease under subsection 17.a. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonable restored and clean condition. In such event, Customer shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during Street Light removal.
- b. Inspection of Street Lights. Prior to any removal of the Street Lights, if Company elects to remove it as aforesaid, Company shall inspect the Street Lights to determine if they have been damaged by Customer or any party for which Customer is legally responsible. If the results of such inspection indicate that the Street Lights, or any component thereof, have been damaged Customer shall pay to Company within ten (10) days of demand, the estimated cost ("**Estimated Cost**") of servicing or repairing the Street Lights or components thereof. The Estimated Cost shall be determined by Company by obtaining two quotes for such service or repair work and taking their average. Customer shall bear the cost, if any, incurred by Company in obtaining such quotes.
- c. Holdover of Street Lights. If Company elects to remove the Street Lights, and Customer fails to permit Company to retrieve the Street Lights on the Return Date, Company shall be entitled to damages equal to the higher of (i) the monthly Rent for the Street Lights, pro-rated on a per diem basis, for each day the Street Lights is retained beyond the Return Date; or (ii) the daily fair market rental for the Street Lights on the Return Date. Such damages for retention of the Street Lights after the Return Date shall not be interpreted as an extension or reinstatement of the Term.
- d. Retention of Rights. The provisions contained in this Section shall survive the expiration or other termination of this Lease.

## **22. Representations, Warranties, and Covenants.**

- a. General Representations and Warranties. Each party represents and warrants to the other the following as of the Effective Date:

- i. Such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Lease have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Lease is valid obligation of such party, enforceable against such party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
  - ii. Such party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such party to own its assets, carry on its business and to execute and deliver this Lease; and such party is in compliance with all laws that relate to this Lease in all material respects.
- b. Customer's Representations and Warranties and Covenants. Customer represents and warrants to Company the following as of the Effective Date and covenants that throughout the Term:
- i. Other Agreements. Neither the execution and delivery of this Lease by Customer nor the performance by Customer of any of its obligations under this Lease conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound.
  - ii. Accuracy of Information. All information provided by Customer to Company, as it pertains to the Installation Site's physical configuration, Customer's planned use of the Installation Site, and Customer's estimated electricity requirements, is accurate in all material respects.

### **23. Force Majeure.**

Notwithstanding any foregoing provisions of this Lease to the contrary, Company shall be entitled to an extension of the time to complete installation of the Street Lights equal to one day for each day Company is delayed in the progress of such work by events of Force Majeure. "Force Majeure" shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Company (financial inability excepted).

### **24. Notices.**

All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party).

### **25. Attorneys' Fees and Costs.**

If, as a result of any breach or default in the performance of any of the provisions of this Lease, either party hereto retains the services of an attorney in order to secure compliance with such provisions or recover damages therefor, and litigation results, then in such event, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party herein reasonable court costs and attorneys' and paralegal assistants' fees for both trial, appellate, bankruptcy, reorganization, and other similar proceedings under state or federal law.

## **26. No Waiver.**

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of payment or performance by either party hereunder shall not be deemed to be a waiver of any preceding breach by the other party of any term, covenant, or condition of this Lease, other than the failure of Customer to pay the payment when due, regardless of the party's knowledge of such preceding breach at the time of acceptance of such payment or performance. No covenant, term, or condition of this shall be deemed to have been waived by a party, unless such waiver be in writing and signed by the party to be charged with a waiver.

## **27. General.**

No delay or failure by Customer or Company to exercise any right under this Lease shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Lease may be executed in counterparts, each of which when taken together shall constitute one instrument. A counterpart of this Lease transmitted by facsimile or other electronic means will, if it is executed, be deemed in all respects to be an original document, and any facsimile other electronic signature shall be deemed an original signature and shall have the same binding legal effect as an original executed counterpart of this Lease. The caption of each Section of this Lease is for convenience and reference only and in no way defines, limits or describes the scope or intent of such article or of this Lease. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

**CUSTOMER AND COMPANY HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH OF THEM IN ENTERING INTO THIS LEASE.**

## **28. Applicable Law; Venue.**

This Lease shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action or proceeding brought by either party to this Lease shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located.

## **29. True Lease Instrument.**

Customer and Company intend that this Lease constitutes a true lease under the Florida Uniform Commercial Code ("UCC") and not a Disguised Security Interest (as defined below). Company has and

shall have title to the Street Lights at all times. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its leasehold interest, solely as lessee, and subject to all the terms and conditions of this Lease. "**Disguised Security Interest**" means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights.

### **30. Recordation.**

This Lease shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Lease, a Memorandum of Lease in the form attached as **Exhibit "C."** Such Memorandum of Lease shall be recorded by Company and its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

### **31. Public Records.**

As required under Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by the Customer in order to perform the service, (b) upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Lease term and following completion of this Lease if the company does not transfer the records to Customer, (d) meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of the Company upon termination of this Lease and 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 Customer in a format that is compatible with the information technology systems of the Customer.

**IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT [PAUL.CUSMANO@DPEFG.COM](mailto:PAUL.CUSMANO@DPEFG.COM) OR BY REGULAR MAIL AT 15310, AMBERLY DRIVE, SUITE 175, TAMPA, FLORIDA 33647.**

**32. Florida Sales Tax.** Company acknowledges that the Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax for the work.

**33. Governmental Compliance.** The Company shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by Federal, State, County, Municipal or regulatory bodies, relating to the contemplated operations and services hereunder. Within three business (3) days following receipt, any party shall each promptly deliver and provide

to the other party copies of any governmental notice of non-compliance, violation, warning, letters, electronic or other communication or inquiry of any type or kind relating to the services hereunder.

**34. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Company represents that in entering into this Lease, the Company has not been placed on the convicted vendor list within the last 36 months and, in the event that the Company is placed on the convicted vendor list, the Company shall immediately notify the Customer whereupon this Lease may be terminated by the Customer.

**35. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Company represents that in entering into this Lease, the Company has not been designated as a “scrutinized company” under the statute and, in the event that the Company is designated as a “scrutinized company”, the Company shall immediately notify the Customer whereupon this Lease may be terminated by the Customer.

**36. No Violation of Bond Covenants; No Impact on Public Facility.** Nothing contained in this Lease shall operate to violate any of the covenants set forth in any document related to Customer’s issuance of tax-exempt bonds (the “**Bond Documents**”). In the event any or all of the obligations contained in this Lease would constitute a violation of a Customer’s bond covenants, trust indenture or other Bond Documents, as may be supplemented from time to time, the parties agree to negotiate revisions to this Lease to avoid such violations while maintaining the parties’ intent in entering into this Lease.

*[Executions by the parties follow immediately on next page]*

*[Signature Page for Company]*

**GIG FIBER, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

By: \_\_\_\_\_  
John M. Ryan  
Its Manager

“COMPANY”

*[Signature Page for Customer]*

**STONEYBROOK NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT,**

a local, special-purpose government district  
authorized under Chapter 190 of the Florida Statutes

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

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

Michael Lawson

Its Chairman

“CUSTOMER”

**EXHIBIT “A”**

**COMMENCEMENT DATE MEMORANDUM**

THIS COMMENCEMENT DATE MEMORANDUM (“**Commencement Date Memorandum**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **GIG FIBER, LLC** a Delaware limited liability company (the "**Company**"), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan and **STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local, special-purpose government district authorized under Chapter 190 of the Florida Statutes (the "**Customer**"), whose address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647; Attn: District Manager, wherein Company and Customer have entered into that Lease, dated \_\_\_\_\_, 20\_\_\_\_ (the “**Lease**”). Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as described in the Lease.

**WITNESSETH:**

**WHEREAS**, Company and Customer wish to confirm and memorialize the Commencement Date and Expiration Date for certain Street Lights installed in \_\_\_\_\_ (the “Installation Site”) as well as the monthly Rent therefor and other material terms of the Lease.

**NOW THEREFORE**, Company and Customer agree as follows:

- (1) The Commencement Date of the Term and the applicable monthly Rent payable during the Term for each Street Light is as provided in the table below:

Street Light Number	Commencement Date	Monthly Rent

- (2) The Expiration Date as defined in the Lease shall be twenty (20) years following the Commencement Date for each Street Light described in Subsection (1) above.
- (3) The installation of the Street Lights described in Subsection (1) above on the Installation Site, as required by the Lease, has been substantially completed.
- (4) Customer has accepted the condition of the Street Lights described herein pursuant to the terms of the Lease.
- (5) Except as described herein, all terms and conditions of the Lease are and shall remain in full force and effect.

[Remainder of page intentionally blank]  
[Signatures follow immediately on next page]

*[Signature Page for Company]*

**GIG FIBER, LLC,**  
a Delaware limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

By: \_\_\_\_\_  
John M. Ryan  
Its Manager

“COMPANY”

*[Signature Page for Customer]*

**STONEYBROOK NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT,**

a local, special-purpose government district  
authorized under Chapter 190 of the Florida Statutes

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

By: \_\_\_\_\_  
Michael Lawson  
Its Chairman

“CUSTOMER”

**EXHIBIT "B"**

Prepared by and to be returned to:  
John Vericker, Esq.  
Straley Robin  
Vericker 1510 W.  
Cleveland Street  
Tampa, FL 33606

**STREET LIGHT EASEMENT**

**THIS STREET LIGHT EASEMENT** ("Easement") is granted this \_\_\_\_\_, by the **Stoneybrook North Community Development District**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes, whose mailing address is 15310 Amberly Drive, Tampa, Florida 33647 and (the "**Grantor**").

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does grant a non-exclusive easement to Gig Fiber, LLC (the "**Grantee**"), the Grantor's street lighting provider, to construct, operate, maintain, repair, remove, modify, or replace solar powered street lights and appurtenant structures and the right of ingress and egress over, across, on, above, and/or below ground level of lands of the Grantor in Hillsborough County, Florida, described as follows:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
HEREOF

(This Easement was prepared at the request of the Grantor without the  
benefit of a title search.)

**IN WITNESS WHEREOF**, the Grantor has caused these presents to be duly executed on the  
date first written above.

**[Signatures on Following Page.]**

Signed, sealed and delivered in the presence of:

**STONEYBROOK NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

Michael Lawson  
Chair of the Board of Supervisors

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this\_\_day of \_\_\_\_\_, \_\_\_\_\_, by Michael Lawson, as Chair of the Board of Supervisors of the Stoneybrook North Community Development District, on behalf of the District. He/she is personally known to me or has produced \_\_\_\_\_(type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
\_\_\_\_\_

(Print, Type or Stamp Commissioned Name of Notary Public)

Signed, sealed and delivered in the presence of:

**GIG FIBER, LLC**  
a Delaware limited liability company

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

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

\_\_\_\_\_  
John M. Ryan  
Its Manager

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

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this\_\_\_\_ day of\_\_\_\_, 2019, by John M. Ryan, the Manager of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced\_\_(type      of      identification)    as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

**EXHIBIT “A” (to Easement)**  
**Legal Descriptions**

## EXHIBIT "C"

PREPARED BY AND AFTER RECORDING

RETURN TO:

David R. Brittain, Esq.

Trenam Law

P.O. Box 1102

Tampa, FL 33601-1102

\_\_\_\_\_[Space Above This Line for Recording Information]\_\_\_\_\_

### MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE

THIS MEMORANDUM OF SOLAR LIGHTING EQUIPMENT LEASE ("**Memorandum**"), executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **GIG FIBER, LLC**, a Delaware limited liability company (the "**Company**"), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, Florida 33607 and **STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes (the "**Customer**"), whose address is 15310 Amberly Drive, Tampa, Florida 33647.

### WITNESSETH:

**WHEREAS**, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the "**Lease**"), dated and having an effective date as \_\_\_\_ day of \_\_\_\_\_, 2019 (the "**Effective Date**"), whereby Customer leased from Company certain equipment located in Hillsborough County, Florida, described as follows:

Leadsun AE3 Series LED Solar Street Lights, in the number specified in the full Lease, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, as described in the full Lease (collectively, the "**Street Lights**"), located on that certain real property legally described in **Exhibit "A"** attached (the "**Installation Site**"); and

**WHEREAS**, Customer has granted to Company that certain Easement on, over, and across the Installation Site, dated as of \_\_\_\_\_, recorded or to be recorded in the Public Records of Hillsborough County, Florida, having the same term as the Lease, for the support, operation, maintenance, repair, and replacement of the Equipment; and

**WHEREAS**, Company and Customer have entered into this Memorandum to memorialize in the Public Records of Hillsborough County, Florida, the rights and obligations of Company and Customer under the terms of the Lease;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Lease, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Installation Site. Subject to the rent, terms and conditions set forth in the Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the Street Lights.
2. Rental. The amount of the rental and other consideration payable are set forth in the Lease.
3. Term. The initial term of the Lease shall be for twenty (20) years commencing as to each Street Light on the Commencement Date, as defined in the Lease (“**Initial Term**”)
4. Renewal Terms. Company has given and granted to Customer two (2) successive options to renew and extend the term of the Lease as to each Street Light for successive sixty (60) month periods (each, a “**Renewal Term**”), with the first such Renewal Term commencing immediately upon the expiration of the Initial Term and the second such Renewal Term commencing immediately upon the expiration of the first Renewal Term, subject to the terms and conditions set forth in the Lease.
5. Additional Terms. Company and Customer acknowledge and agree that the Lease is in full force and effect. The Lease in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Lease, the terms of the Lease shall control.
6. Counterpart Execution. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

*[Signatures and acknowledgments follow immediately on next page]*

*[Signatures and acknowledgments for Company]*

**GIG FIBER, LLC**

a Delaware limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

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

John M. Ryan

Its Manager

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by John M. Ryan, the Manager of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He is *[check applicable]* personally known to me, or produced a valid driver's license as identification.

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Notary Public

(AFFIX NOTARY SEAL BELOW)

*[Signatures and acknowledgments for Customer]*

**STONEYBROOK NORTH COMMUNITY  
DEVELOPMENT DISTRICT,**

a local unit of special purpose government, created  
and established under Chapter 190, Florida Statutes

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

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

Michael Lawson

Chairman

“CUSTOMER”

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_ by Michael Lawson, as Chairman of the Board of Supervisors of the Stoneybrook North  
Community Development District, on behalf of the District. He is *[check applicable]* personally  
known to me, or produced a valid driver's license as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public

(AFFIX NOTARY SEAL BELOW)

## **EXHIBIT “A”**

Description of Installation Site

[INSERT DESCRIPTION]

**EXHIBIT “D”**

**FORM OF AMENDMENT TO SOLAR EQUIPMENT LEASE**

## AMENDMENT TO SOLAR LIGHTING EQUIPMENT LEASE

THIS AMENDMENT TO SOLAR LIGHTING EQUIPMENT LEASE (“Amendment”), executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **GIG FIBER, LLC**, a Delaware limited liability company (the “**Company**”), whose address is 2502 Rocky Point Drive, Ste. 1050, Tampa, Florida 33607 and **STONEBROOK NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government, created and established under Chapter 190, Florida Statutes (the “**Customer**”), whose address is 15310 Amberly Drive, Tampa, Florida 33647.

### WITNESSETH:

**WHEREAS**, Customer entered into a certain Outdoor Solar Lighting Equipment Lease (the “**Lease**”), dated and having an effective date as of April 2, 2019 (the “**Effective Date**”), whereby Customer leased from Company certain equipment located in Hillsborough County, Florida, described as follows:

\_\_\_\_\_ (\_\_\_\_\_) Leadsun AE3 Series LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, as described in the full Lease (collectively, the “**Original Street Lights**”), located on that certain real property legally described in **Exhibit “A”** attached (the “**Installation Site**”); and

**WHEREAS**, Customer has granted to Company that certain Easement on, over, and across the Installation Site, recorded or to be recorded in the Public Records of Hillsborough County, Florida, having the same term as the Lease, for the support, operation, maintenance, repair, and replacement of the Street Lights; and

**WHEREAS**, Company and Customer wish to amend the Lease to memorialize the lease and rental of \_\_\_\_\_ (\_\_\_\_) additional solar street lights my Customer from Company (collectively, the “**Additional Street Lights**”), all which shall become part of the Street Lights described in the Lease, and to modify the economic, financial and legal terms of the Lease to cover such addition to the Street Lights.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained in the Lease, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Installation Site. Subject to the rent, terms and conditions set forth in the Lease, Company hereby leases, lets, and demises unto Customer, and Customer hereby leases, hires, and rents from Company the following:

[Number] \_\_\_\_\_ (\_\_\_\_) [Manufacturer] \_\_\_\_\_ [Model and Series] \_\_\_\_\_ LED Solar Street Lights, including all luminaires, storage batteries, support poles, lighting control equipment, hardware, software, and related equipment and fixtures, all which shall be included in the term “**Street Lights**” as described

in the Lease, to be installed by Company and located on that certain real property legally described in **Exhibit "A"** attached (the "Additional Installation Site")

2. **Initial Term.** The initial term of the Lease applicable to the Additional Street Lights shall be for a period of twenty (20) years for each Additional Street Light (the "**Initial Term**"), commencing on the date of installation of each such Street Light within the Installation Site with luminaires energized, field tested, and in working condition, in the reasonable judgment of Company (such date being the "**Commencement Date**" of the term of this Lease with respect to each Street Light) and continuing, unless sooner terminated as provided under this Lease, until the end of the Initial Term and any Renewal Terms (as defined below) that come into existence for each Street Light. The Renewal Terms applicable to the Additional Street Lights, and their manner of exercise, shall be as provided in the Lease.
3. **Rental.** The Rent payable in the first Lease Year of the Initial Term for each Additional Street Light shall be based upon Fifty Dollars (\$50.00) per mechanically complete and operational Additional Street Light per month, together with all applicable sales, excise, rental, and use taxes. The Security Deposit under the Lease shall be increased by One Hundred Dollars (\$100.00) multiplied by the number of Additional Street Lights pursuant to this Amendment. All of the terms relating to payment and future escalation of rent, and the additional Security Deposit to be provided by Customer to Company in respect of the Additional Street Lights, as provided under Section 3 of the Lease, shall apply to the Additional Street Lights.
4. All provisions of the Lease pertaining to design, installation, use, operation and repair of the Street Lights shall apply to the Additional Street Lights; provided, however, that for purposes of Section 4-8 of the Lease, the Conditions and other obligations provided therein shall apply to Company's obligations with respect to the Additional Street Lights from and after the date of this Amendment.
5. **Additional Terms.** Company and Customer acknowledge and agree that the Lease is in full force and effect and without modification, except as amended by this Amendment and any amendment previous hereto. The Lease in its original form is specifically incorporated by reference herein and made a part hereof.
6. **Counterpart Execution.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

*[Signatures and acknowledgments for Company]*

**GIG FIBER, LLC**  
a Delaware limited liability company

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Witness Name

By: \_\_\_\_\_  
John M. Ryan  
Its Manager

*[Signatures and acknowledgments for Customer]*

**STONEYBROOK NORTH COMMUNITY  
DEVELOPMENT DISTRICT,**

a local unit of special purpose government, created  
and established under Chapter 190, Florida Statutes

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

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

Michael Lawson  
Chairman

“CUSTOMER”