

Sunny Hills Units 12-15 Dependent District

12051 Corporate Boulevard, Orlando, FL 32817
Phone: 407-382-3256; Fax: 407-382-3254

The following is the proposed agenda for the **Sunny Hills Units 12-15 Dependent District** (“District”) Board of Supervisors’ Meeting, scheduled to be held at **the Sunny Hills Community Center, 4083 Challenger Rd., Sunny Hills, Florida on Thursday, June 28, 2018 at 1:30 pm CST / 2:30 pm EST**. A quorum will be confirmed prior to the start of the Meeting.

For those unable to attend in person, the call-in information for the meeting is as follows:

Number: 1-877-864-6450
Passcode: 933751

BOARD OF SUPERVISOR’S MEETING AGENDA

Organizational Matters

- Call to Order & Roll Call
- Oaths of Office
- Public Comment Period [*for any members of the public desiring to speak on any proposition before the Board*]
- Announcement of the Date, Time, and Location of the Annual Landowner’s Election (with Friday, November 16, 2018 at 1:30 p.m. CST at 4083 Challenger Blvd., Sunny Hills, Florida suggested)
 - 1) Consideration of Mr. Ireland’s Resignation Letter and Naming a Replacement Supervisor
 - 2) Consideration of the Minutes of the February 19, 2018 Landowner’s Election, Auditor Selection Committee Meeting and Board of Supervisors Meeting
 - 3) Letter from Supervisor of Elections – Washington County

Business Matters

- 4) Consideration of Resolution 2018-03, Appointing District Officers
- 5) Consideration of Resolution 2018-04, Approving an Annual Budget for the District’s 2018-2019 Fiscal Year (Beginning October 1, 2018)
- 6) Consideration of Fiscal Year 2018-2019 Funding Agreement
- 7) Review of Fiscal Year 2017 Audit (*provided under separate cover*)
- 8) Consideration of Financial Advisory Agreement
- 9) Ratification of Funding Requests 2018-05 – 2018-08
- 10) Review of Statements of the District’s Financial Position (*provided under separate cover*)

Staff Reports

- District Counsel
- District Manager

Supervisor’s Requests and/or Audience Comments

Adjournment

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Resignation Letter and Naming a
Replacement Supervisor
(provided under separate cover)

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Minutes of the February 19, 2018 Landowner's
Election, Auditor Selection Committee Meeting
and Board of Supervisors Meeting

MINUTES OF MEETING

SUNNY HILLS UNITS 12-15

DEPENDENT DISTRICT

Landowners Meeting

Monday, February 19, 2018

Sunny Hills Community Center

4083 Challenger Road

Sunny Hills, FL 32428

1:35 p.m. CST / 2:35 p.m. EST

Present:

Jim Town	Landowner
Larry Kaufmann	Proxy Holder - Spring Ridge Development
Christi Blyseth	Fishkind & Associates, Inc.
Jennifer Walden	Fishkind & Associates, Inc. (via phone)
Tucker Mackie	District Counsel (via phone)
Gary Hartman	Public

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 1:35 p.m. CST.

SECOND ORDER OF BUSINESS

Appointment of Meeting Chairman

Ms. Blyseth, an employee of the District Manager's office, served as Chairman of the meeting.

SECOND ORDER OF BUSINESS

Determine Number of Voting Units Represented or Assigned by Proxy

The owners of lands within the District or any landowner proxy holders were asked to identify themselves. Mr. Kaufmann presented a landowner proxy form, which outlined that Mr. Kaufmann was named proxy holder for Spring Ridge Development. The form also indicates that he is authorized to cast 6,411 votes on behalf of Spring Ridge Development. No other landowners or proxy holders were identified. Mr. Kaufmann cast 6,411 votes for Mr. Jim Town.

THIRD ORDER OF BUSINESS

Acceptance of Nominations for the Board of Supervisors, Casting of Ballots, Ballot Tabulations and Announcement of Election Results

Ms. Blyseth stated that this is for Seat 1 and presently held by Mr. Jim Town for a three-year term and the ballot attached lists the candidate as Mr. Jim Town. Ms. Blyseth noted that there are no other ballots and no other proxy holders were present. Mr. Jim town was elected to Seat 1 for an additional three years by 6,411 votes.

FOURTH ORDER OF BUSINESS

Adjournment

The Landowner's Election was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES OF MEETING

***SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT
Auditor Selection Committee Meeting
Monday, February 19, 2018
Sunny Hills Community Center
4083 Challenger Blvd
Sunny Hills, FL 32428
1:41 p.m. CST / 2:41 p.m. EST***

Present and constituting a quorum:

Jim Town	Committee Member	
Larry Kaufmann	Committee Member	
Ralph Ireland	Committee Member	(Ralph Ireland)

Also present were:

Christi Blyseth	Fishkind & Associates, Inc.
Jennifer Walden	Fishkind & Associates, Inc. (via phone)
Tucker Mackie	Hopping Green & Sams (via phone)
Gary Hartman	Public

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The Sunny Hills Units 12-15 Dependent District Auditor Selection Committee Meeting was called to order at approximately 1:41 p.m. CST / 2:41 p.m. EST and the roll was called. The persons in attendance are outlined above.

Ms. Blyseth noted that prior to the meeting Mr. Town was administered the Oath of Office.

SECOND ORDER OF BUSINESS

**Review of Auditing Services
Proposal from CRI**

Ms. Blyseth stated that the proposal from CRI is the only proposal that the District received. This is the same Auditor that did last year's Audit. Ms. Blyseth indicated that the fees are outlined on Page 5 of the proposal. Ms. Walden asked the Board to check that the fees fall in line with the budget because the District has budgeted \$4,500.00 for Auditing Services. Mr. Kaufmann stated that the District is within the proposal amount. Ms. Blyseth stated that behind Tab B is the Managers recommended rankings and the District Manager recommended CRI giving them a total

of 100 points. She noted that the District Manager has worked with them in the past and they are well qualified.

On Motion by Mr. Kaufmann, second by Mr. Town, with all in favor, the Auditor Selection Committee for the Sunny Hills Units 12-15 Dependent District recommended the proposal from CRI.

THIRD ORDER OF BUSINESS

Adjournment

Ms. Blyseth requested a motion to adjourn the Auditor Selection Committee Meeting.

On MOTION by Mr. Kaufmann, seconded by Mr. Town, with all in favor, the February 19, 2018 Sunny Hills Units 12-15 Dependent District Auditor Selection Committee Meeting was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES OF MEETING

***SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT
Board of Supervisors' Meeting
Friday, February 19, 2018
Sunny Hills Community Center
4083 Challenger Blvd
Sunny Hills, FL 32428
1:45 p.m. CST / 2:45 p.m. EST***

Present and constituting a quorum:

Jim Town	Committee Member	
Larry Kaufmann	Committee Member	
Ralph Ireland	Committee Member	(Ralph Ireland)

Also present were:

Christi Blyseth	Fishkind & Associates, Inc.
Jennifer Walden	Fishkind & Associates, Inc. (via phone)
Tucker Mackie	Hopping Green & Sams (via phone)
Gary Hartman	Public

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The Sunny Hills Units 12-15 Dependent District Board of Supervisor’s Meeting was called to order at approximately 1:45 p.m. CST / 2:45 p.m. EST and the roll was called. The persons in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments.

THIRD ORDER OF BUSINESS

Swearing in of Newly Elected Supervisors

Ms. Blyseth noted that Mr. Town was administered the oath of Office prior to the ASC meeting which was just held.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the June 23, 2017 Auditor Selection Committee Meeting and Board of Supervisors' Meeting

The Board Members reviewed the minutes of the June 23, 2017 Auditor Selection Committee Meeting and Board of Supervisors' Meeting.

On Motion by Mr. Town, second by Mr. Kaufmann, with all in favor, the Board of Supervisors for the Sunny Hills Units 12-15 Dependent District approved the minutes of the June 23, 2017 Auditor Selection Committee Meeting.

There were no corrections to the minutes of the June 23, 2017 Board of Supervisors meeting.

On Motion by Mr. Town, second by Mr. Kaufmann, with all in favor, the Board of Supervisors for the Sunny Hills Units 12-15 Dependent District approved the minutes of the June 23, 2017 Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2018-01, Canvassing and Certifying the Results of the Landowners' Election

Ms. Blyseth explained that this resolution stipulates that Mr. Town was elected by 6,411 votes for a three-year term.

On Motion by Mr. Town, second by Mr. Ireland, with all in favor, the Board of Supervisors for the Sunny Hills Units 12-15 Dependent District approved Resolution 2018-01, Canvassing and Certifying the Results of the Landowners' Election.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2018-02, Appointing District Officers

Ms. Blyseth stated that the Board needs to update the District Officers by approving Resolution 2018-02. The slate of officers will be adjusted as follows: Mr. Kaufmann as Chairman, Jim Town as Vice-Chairman, Ms. Walden as Secretary, Ms. Blyseth and Mr. Ireland as Assistant Secretaries, Dr. Fishkind as Treasurer and Ms. Glasgow as Assistant Treasurer.

On Motion by Mr. Kaufmann, second by Mr. Town, with all in favor, the Board of Supervisors for the Sunny Hills Units 12-15 Dependent District approved Resolution 2018-02, Appointing District Officers with appointing Mr. Kaufmann as Chairman, Jim Town as Vice-Chairman, Ms. Walden as Secretary, Ms. Blyseth and Mr. Ireland as Assistant Secretaries, Dr. Fishkind as Treasurer and Ms. Glasgow as Assistant Treasurer.

SEVENTH ORDER OF BUSINESS

Review of Auditor Selection Committee Rankings & Selection of Auditor

Ms. Blyseth stated that CRI was awarded the full points and the Auditor Selection Committee recommends CRI to continue as the District’s Auditor. District staff will negotiate a contract with them to that effect. Ms. Blyseth requested a motion to approve the Auditor Selection Committee’s recommendation of the award of CRI and direct staff to work with Carr Riggs & Ingram.

On Motion by Mr. Town, second by Mr. Kaufmann, with all in favor, the Board of Supervisors for the Sunny Hills Units 12-15 Dependent District approved the Auditor Selection Committee’s recommendation of the award of CRI and directed staff to work with Carr Riggs & Ingram to negotiate the Engagement Letter.

EIGHTH ORDER OF BUSINESS

Ratification of Funding Requests 2017-09 – 2017-14 and 2018-01 – 2018-04

Ms. Walden explained that these had been previously submitted and approved by the Chairman and now need to be ratified. A discussion took place about the funding requests and the website which has now been updated. The wrong summary report was included for a Fishkind invoice and the last line of it says “Sweetwater creek CDD”. That total does not show up on the cover sheet of the invoice. Ms. Walden and Ms. Blyseth both believe it to be an error during printing. Ms. Blyseth requested a motion to ratify Funding Requests 2017-09 – 2017-14 and 2018-01 – 2018-04 subject to the correction.

On Motion by Mr. Town, second by Mr. Kaufmann, with all in favor, the Board of Supervisors for the Sunny Hills Units 12-15 Dependent District Ratified Funding Requests 2017-09 – 2017-14 and 2018-01 – 2018-04 subject to the correction.

NINTH ORDER OF BUSINESS

Review of Statements of the District's Financial Position

The Board reviewed the updated financials. There was no action required by the Board.

TENTH ORDER OF BUSINESS

Staff Reports

Attorney – No Report

Manager – No Report

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests and/or Audience Comments

Mr. Town brought up the drone surveillance and asked Mr. Ireland if he received any information and if there was any desire to do that. Mr. Ireland said he does not think there is a desire to do it. Mr. Town said that drone operators said that their drones only fly for few minutes and he talked to the Fixed Based Operator at the airport and they are not interested in it unless the District paid a premium rate for their airplane. He noted that there have not been any forest fires in the area and the poachers are active during dear season and noted that there may be squatters and noted that there was a report once but the District did not know where the individuals were. Mr. Kaufmann said that there was an issue with an access road on the perimeter of the northern section and noted that someone's trailer was being accessed on the road that the District thought went off site and wanted to block it to keep access and it got to be an issue with the trailer owner because it was better for them to go the separate way. The District wanted to block off the road and there was an issue with the City and the District dropped the issue. Mr. Town said that they bought the lot in Sunny Hills in order to have access through to their 160 acres. Mr. Town said that if the District had squatters he thinks that they would be in unit 15 because it is the most difficult to access and the other has grid work of primitive roads and clearing. Mr. Town does not think that it is a problem or squatter issue. He noted that if the District thought they had that issue the first response should be to call the Sherriff. There was no other business to discuss.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Kaufmann, seconded by Mr. Town, with all in favor, the June 23, 2017 Sunny Hills Units 12-15 Dependent District Board Meeting was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Letter from Supervisor of Elections
Washington County

Lynne Mullins

From: Carol Rudd <crudd@wcsoe.org>
Sent: Wednesday, April 18, 2018 11:34 AM
To: Jennifer Walden
Subject: Sunny Hills Units 12-15 Dependent Districts

Good morning Jennifer-

After speaking with you this morning I called the Washington County Property Appraiser Appraiser's office. I spoke with Teresa Mitchell, Deputy PA and as in years past, she told me there are no known residents/structures in the Dependent Districts 12-15 of Sunny Hills.

Should you have any further questions, please feel free to contact our office or the office of the Washington County Property Appraiser at 850-638-6205.

Sincerely,

Carol F. Rudd, MFCEP
Supervisor of Elections
Washington County, FL

Please note: Florida has a very broad public records law. Written communications to or from state officials regarding state business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, your e-mail message may be subject to public disclosure.

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Resolution 2018-03,
Appointing District Officers

RESOLUTION 2018-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE SUNNY HILLS UNITS 12-15 DEPENDENT
DISTRICT APPOINTING OFFICERS OF SUNNY HILLS
UNITS 12-15 DEPENDENT DISTRICT**

WHEREAS, SUNNY HILLS UNITS 12-15 DEPENDENT DISTRICT (hereinafter the "District") is a dependent special district pursuant to Chapter 189, Florida Statutes, being situated entirely within Washington County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint officers of the;

**NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT
BOARD OF THE SUNNY HILLS UNITS 12-15 DEPENDENT
DISTRICT:**

1. _____ is appointed Chairman
2. _____ is appointed Vice Chairman
3. _____ is appointed Secretary
4. _____ is appointed Assistant Secretary
5. _____ is appointed Assistant Secretary
6. _____ is appointed Treasurer
7. _____ is appointed Assistant Treasurer

Adopted this 28th day of June, 2018.

Chairman/Vice Chairman

Secretary/ Assistant Secretary

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Resolution 2018-04,
Approving an Annual Budget for the District's
2018-2019 Fiscal Year

RESOLUTION 2018-04

A RESOLUTION OF THE SUNNY HILLS UNITS 12-15 DEPENDENT DISTRICT APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2018/2019 AND TRANSMITTING SAID BUDGET TO WASHINGTON COUNTY FOR ADOPTION.

WHEREAS, the District Manager has prepared the proposed budget for Fiscal Year 2017/2018, attached hereto as **Exhibit A**; and

WHEREAS, the District Board approves the proposed budget for purpose of transmitting said budget to the County Administrator of Washington County, Florida, for adoption by the Washington County Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT BOARD OF THE SUNNY HILLS UNITS 12-15 DEPENDENT DISTRICT:

1. The proposed budget for Fiscal Year 2018/2019 in the amount of \$_____ is hereby approved for the purpose of transmitting said budget to the County Administrator of Washington County, Florida, for adoption by the Washington County Board of County Commissioners.

PASSED AND ADOPTED THIS 28th DAY OF JUNE, 2018.

ATTEST:

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Secretary

By: _____
Its: _____

EXHIBIT A: Fiscal Year 2018/2019 Proposed Budget

Sunny Hills Unit 12-15 Depen. District
Proposed FY 2019 O&M Budget

	YTD Actual Through 04/30/2018	Anticipated 05/2018- 09/2018	Anticipated FY 2018 Total	FY 2018 Adopted Budget	FY 2019 Proposed Budget
Revenues					
Developer Contributions	\$ 13,223.99	\$ 22,450.09	\$ 35,674.08	\$ 36,000.00	\$ 38,500.00
Net Revenues	\$ 13,223.99	\$ 22,450.09	\$ 35,674.08	\$ 36,000.00	\$ 38,500.00
General & Administrative Expenses					
Supervisor Fees	\$ 200.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Public Officials' Liability Insurance	2,995.00	-	2,995.00	3,295.00	3,295.00
Management	4,375.00	3,125.00	7,500.00	7,500.00	10,000.00
Engineering	-	2,000.00	2,000.00	2,000.00	2,000.00
District Counsel	1,236.00	8,764.00	10,000.00	10,000.00	10,000.00
Audit	2,000.00	2,500.00	4,500.00	4,500.00	4,500.00
Travel and Per Diem	578.00	2,422.00	3,000.00	3,000.00	3,000.00
Telephone	15.23	9.77	25.00	25.00	25.00
Postage & Shipping	4.72	495.28	500.00	500.00	500.00
Copies	82.50	17.50	100.00	100.00	100.00
Legal Advertising	1,036.54	1,036.54	2,073.08	600.00	2,100.00
Miscellaneous	-	105.00	105.00	105.00	105.00
Website Maintenance	525.00	375.00	900.00	900.00	900.00
Contingency	-	500.00	500.00	500.00	500.00
Office Supplies	-	300.00	300.00	300.00	300.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 13,222.99	\$ 22,450.09	\$ 35,673.08	\$ 34,500.00	\$ 38,500.00
Capital Projects Expenses					
District Counsel	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
Contingency	-	-	\$ -	500.00	-
Total Capital Projects Expenses	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -
Total Expenses	\$ 13,222.99	\$ 22,450.09	\$ 35,673.08	\$ 36,000.00	\$ 38,500.00
Net Income (Loss)	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Fiscal Year 2018-2019 Funding Agreement

SUNNY HILLS UNITS 12-15 DEPENDENT DISTRICT
FISCAL YEAR 2018/2019 FUNDING AGREEMENT

This agreement (“**Agreement**”) is made and entered into this 28th day of June 2018, by and between:

Sunny Hills Units 12-15 Dependent District, a special dependent established pursuant to Chapter 189, *Florida Statutes*, and located in Washington County, Florida (hereinafter “**District**”), and

Spring Ridge Development, LLC, a Florida limited liability company, whose address of 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827 (hereinafter “**Developer**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2006-12 of the Board of County Commissioners of Washington County, Florida (hereinafter, the “**County**”), for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 189, *Florida Statutes*, and Washington County Ordinance No. 2006-12, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns real property within the District, which property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is approving its proposed general fund budget for the fiscal year beginning October 1, 2017 and ending September 30, 2018 (“**Fiscal Year 2018/2019 Budget**”) and transmitting said budget to the County for final adoption; and

WHEREAS, the Fiscal Year 2018/2019 Budget, which both parties recognize may be amended from time to time by the County, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District will need a funding mechanism to enable it to proceed with its operations and services during Fiscal Year 2018/2019 as described in Exhibit A; and

WHEREAS, the Developer desires to provide such funds as are necessary to allow the District to proceed with its operations for Fiscal Year 2018/2019 as described in Exhibit A, and as may be amended from time to time by the County; and

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

1. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit A (as finalized and amended from time to time), within thirty (30) days of written request by the District. The funds shall be deposited in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

4. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

5. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

6. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

10. The Agreement shall take effect as of October 1, 2018.

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

Attest:

Sunny Hills Units 12-15 Dependent District

Secretary/Assistant Secretary

By: _____
Its: _____

**Spring Ridge Development, LLC, a
Florida limited liability company**

Witness

By: _____
Its: _____

EXHIBIT A: Fiscal Year 2018/2019 Budget

Sunny Hills Unit 12-15 Depen. District
Proposed FY 2019 O&M Budget

	YTD Actual Through 04/30/2018	Anticipated 05/2018- 09/2018	Anticipated FY 2018 Total	FY 2018 Adopted Budget	FY 2019 Proposed Budget
<u>Revenues</u>					
Developer Contributions	\$ 13,223.99	\$ 22,450.09	\$ 35,674.08	\$ 36,000.00	\$ 38,500.00
Net Revenues	\$ 13,223.99	\$ 22,450.09	\$ 35,674.08	\$ 36,000.00	\$ 38,500.00
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 200.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Public Officials' Liability Insurance	2,995.00	-	2,995.00	3,295.00	3,295.00
Management	4,375.00	3,125.00	7,500.00	7,500.00	10,000.00
Engineering	-	2,000.00	2,000.00	2,000.00	2,000.00
District Counsel	1,236.00	8,764.00	10,000.00	10,000.00	10,000.00
Audit	2,000.00	2,500.00	4,500.00	4,500.00	4,500.00
Travel and Per Diem	578.00	2,422.00	3,000.00	3,000.00	3,000.00
Telephone	15.23	9.77	25.00	25.00	25.00
Postage & Shipping	4.72	495.28	500.00	500.00	500.00
Copies	82.50	17.50	100.00	100.00	100.00
Legal Advertising	1,036.54	1,036.54	2,073.08	600.00	2,100.00
Miscellaneous	-	105.00	105.00	105.00	105.00
Website Maintenance	525.00	375.00	900.00	900.00	900.00
Contingency	-	500.00	500.00	500.00	500.00
Office Supplies	-	300.00	300.00	300.00	300.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 13,222.99	\$ 22,450.09	\$ 35,673.08	\$ 34,500.00	\$ 38,500.00
<u>Capital Projects Expenses</u>					
District Counsel	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
Contingency	-	-	-	500.00	-
Total Capital Projects Expenses	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -
Total Expenses	\$ 13,222.99	\$ 22,450.09	\$ 35,673.08	\$ 36,000.00	\$ 38,500.00
Net Income (Loss)	\$ 1.00	\$ -	\$ 1.00	\$ -	\$ -

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Fiscal Year 2017 Audit
(provided under separate cover)

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Financial Advisory Agreement



FINANCIAL ADVISORY AGREEMENT

1.0 Registration as a Municipal Advisor

Fishkind & Associates, Inc. ("FA" or "Advisor") is a registered Municipal Advisor pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") License Number K1055. As such, FA is bound by the SEC's Municipal Advisor Rule that imposes a: (a) registration regime upon municipal advisors, i.e., firms that give advice to municipal entities, such as community development districts, and (b) fiduciary duty upon municipal advisors that give advice to municipal entities.

FA also must comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act. As part of our registration FA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving FA. Pursuant to MSRB Rule G-42, FA is required to disclose any legal or disciplinary event that is material to the District's evaluation of FA or the integrity of its management or advisory personnel. FA has determined that no such event exists. Copies of FA's filings with the SEC can currently be found by accessing the SEC's Electronic Data Gathering, Analysis, and Retrieval ("EDGAR") system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html>.

In addition, G-42 requires FA to disclose in writing all material conflicts of interest. FA is not aware of any conflicts of interest related to this engagement.

2.0 Scope of Work

2.1 Municipal Advisor Role

The Municipal Advisor is engaged as a recognized independent expert whose primary responsibility is to give objective fiscal advice on the structure and issuance of any debt under state and federal securities law.

2.2 Specific Advisory Services

We will provide the following services.

- a. Formulation of the District's assessment methodology or similar security for the debt including consultation with the District's underwriter, bond counsel, district counsel, and consulting engineer.
- b. Assistance to the District and its underwriter in developing the financing plan for the District's funding of its infrastructure.
- c. Recommendations as to the appropriate financial structures for the proposed financings, as requested.
- d. Advice on terms and features of bonds, the timing of marketing of bond issues and the analysis of market conditions as they relate to bond sales.
- e. Assistance with the District's underwriter in the review and preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding.
- f. Assistance, as requested, in the preparation of financing schedules, bond documents, inter local agreements and official statements.
- g. Assistance in negotiations with the underwriter regarding the underwriter's gross spread (bond discount).
- h. Assistance, with the District's underwriter, regarding any interim financing, if necessary or desirable.
- i. Advice to the District, if requested, on the selection of a trustee, paying agent and other financial intermediaries.
- j. Assistance in the proceedings for the validation of the District's bonds, the preparation of materials in support of validation, and determination of the validation amount as requested.
- k. Assistance to the District with regard to the sale of its bonds by the underwriter, including an analysis of the proposed interest rate and other factors affecting the sale.
- l. Assistance with the District's bond closing, including the printing, signing and delivery of the District's bonds and the transfers of moneys to the District by the underwriter.
- m. Calculation of the preliminary and final assessment rolls or their equivalent.
- n. Assistance to the District in investing the proceeds of any debt offering as requested.

- q. Attendance at all necessary meetings as determined by the District Manager.

3.0 Compensation

3.1 General Considerations and Avoidance of Conflicts of Interest

There are several potential conflicts of interest that may apply to our engagement with you concerning compensation. For example, fixed fees or “lump sum” compensation represents a potential conflict of interest, because if the transaction requires more work than originally contemplated, the financial advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a full analysis of alternatives. Fees based upon the par amount of debt presents a conflict of interest, because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor’s compensation. Contingent fees create a potential conflict of interest because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. When facts or circumstances arise that could cause the financing to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances.

3.2 Fee Proposal and Budget

FA’s plan to mitigate conflicts of interest regarding compensation is to charge for our services on a time and expense basis at our standard rate of \$450 per hour. Reasonable out-of-pocket expenses incurred by the Advisor in the performance of his duties shall be billed and paid on a pro rata monthly basis in accordance with Section 112.061, Florida Statutes.

We propose a not-to-exceed budget of \$1,000 for this engagement based on our estimate for the cost of the work involved in rendering financial advisory services on a routine basis. We will bill hourly against this budget.

Should the work expand beyond the budget, we will notify you promptly with documentation supporting a proposed budget increase. Such expansions would include: (a) developing assessment methodologies, (b) crafting financing strategies, and (c) managing the issuance of any debt obligations. In such circumstances, we expect that the Advisor’s fee and expenses will be paid from the proceeds of the District’s debt issuance. Therefore, the payment of our fees and expenses for any expansion of our routine financial advisory services will be deferred until the later of the time when: (a) the District closes on a debt issuance or (b) the District defers or abandons its issuance of debt. However, our fees are not contingent upon the District’s issuance of debt.

4.0 General Provisions

4.1 Advisor Not to Participate as Underwriter

The Advisor is precluded from being an underwriter of any debt obligations issued by the District and shall not participate, in any manner, in the initial syndication for the issuance of any of the District's debt obligations. However, the Advisor may act as a placement agent for debt obligations.

4.2 Termination of Relationship

The District has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Advisor. Termination for "good cause" shall be effected by provision of a minimum of ten (10) days written notice to Advisor. Either party hereto shall have the right to terminate the relationship between the District and the Advisor, at any time and for any reason whatsoever, upon the District providing a minimum of thirty (30) days advance written notice to the Advisor and the Advisor providing a minimum of sixty (60) days advance written notice of intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 4.10, hereof. Should the relationship be terminated, all work product produced by the Advisor, to the date of termination, shall be the sole property of the District. The Advisor's fee shall be prorated according to the amount of work completed as determined by the District. Finally, the Advisor shall be entitled to all expenses not reimbursed as of the notice of termination.

4.4 Disclaimer of Advisor

The District acknowledges that the Advisor is not an attorney and may not render legal advice or opinions. Although the Advisor may participate in accumulating information necessary for documents required by the District to finalize any particular financing, such information shall be verified by the District as to its correctness; provided, however, that the District shall not be required to verify the correctness of any information originated by the Advisor or the correctness of any information originated by the Advisor which the Advisor has used to formulate its opinions and advice given to the District.

4.4 Attorney Fees and Governing Law

In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs. This Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.

4.5 Indemnification

The Advisor agrees to indemnify, defend, and hold the District harmless from and against any and all claims, actions, suits, demands, assessments or

judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless and/or intentionally wrongful acts or omissions of the Advisor. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Advisor has ceased to be engaged under this Agreement.

Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability provided in section 768.28, Florida Statutes or other applicable law.

4.6 Insurance

The Advisor shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect from time to time in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of one million dollars (\$1,000,000.00).

The District (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The District (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the District. Advisor will furnish the District with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

4.7 Time of the Essence

The District and the Advisor agree that time is of the essence and that the services of the Advisor shall be performed expeditiously.

4.8 Term of This Agreement

This Agreement shall renew automatically until terminated by either the District or the Advisor.

4.9 Entire Agreement

This Agreement constitutes the entirety of the terms and conditions of the agreement between the parties for District Management services. Any amendment or change to this Agreement shall be in writing and executed by all parties to the Agreement.

4.10 Notices

All notices, requests, or authorizations which may from time to time be required or expedient shall be in writing and shall be delivered or mailed as follows:

District: Sunny Hills Units 12-15 Dependent District
12051 Corporate Blvd.
Orlando, FL 32817

With a copy to: Hopping Green & Sams
Tucker F. Mackie
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

Advisor: Fishkind & Associates, Inc.
Dr. Hank Fishkind
12051 Corporate Blvd.
Orlando, Florida 32817
hankf@fishkind.com

4.11 Authority to Execute

Each of the parties hereto covenant to the other that it has the lawful authority to enter into this relationship, that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement.

4.12 Public Records Disclosure

Advisor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Advisor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records

custodian for the District is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Advisor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Advisor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Advisor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Advisor, the Advisor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE FA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, FISHKIND & ASSOCIATES, INC., AT 407-382-3256, 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, this 28th day of June, 2018.

Board of Supervisors
Sunny Hills Units 12-15 Dependent District

Sign _____

Print Name _____

Fishkind & Associates, Inc.

Hank Fishkind, Ph.D., President

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Funding Requests 2018-05 – 2018-08

SUNNY HILLS UNITS 12-15 DEPENDENT DISTRICT

12051 Corporate Boulevard, Orlando, FL 32817

(407) 382-3256

Funding Request FY18-5

2/26/2018

Item No.	Payee	Invoice Number	General Fund
1	Fishkind & Associates, Inc. DM Fees & Reimb. - 2018.02	22208	\$ 700.94
2	Hopping Green & Sams Legal Services thru 12.31.2017	98193	\$ 47.00
3	Gatehouse Media/WCN Legal Ad - 01.31.18	5306902-0118	\$ 346.00
4	Supervisor Fees Jim Town	02.18.2018	\$ 200.00
TOTAL			\$ 1,293.94

SUNNY HILLS UNITS 12-15 DEPENDENT DISTRICT

12051 Corporate Boulevard, Orlando, FL 32817

(407) 382-3256

Funding Request FY18-6

3/26/2018

Item No.	Payee	Invoice Number	General Fund
1	Fishkind & Associates, Inc. DM Fees & Reimb. - 2018.03	22367	\$ 1,279.00
2	Carr Riggs & Ingram Initial Progress Billing - FY17 Audit	16413198	\$ 2,000.00
3	Hopping Green & Sams Legal Services thru 2.28.2018	99183	\$ 493.50
TOTAL			\$ 3,772.50

SUNNY HILLS UNITS 12-15 DEPENDENT DISTRICT
12051 Corporate Boulevard, Orlando, FL 32817
(407) 382-3256

Funding Request FY18-7
4/23/2018

Item No.	Payee	Invoice Number	General Fund
1	Fishkind & Associates, Inc. DM Fees & Reimb. - 2018.04	22538	\$ 716.17
		TOTAL	\$ 716.17

SUNNY HILLS UNITS 12-15 DEPENDENT DISTRICT

12051 Corporate Boulevard, Orlando, FL 32817

(407) 382-3256

Funding Request FY18-8

5/29/2018

Item No.	Payee	Invoice Number	General Fund
1	Fishkind & Associates, Inc. DM Fees & Reimb. - 2018.05	22703	\$ 702.35
2	Hopping Green & Sams Legal Svcs Billed Through 03.31.18	99956	\$ 258.50
TOTAL			\$ 960.85

**SUNNY HILLS UNITS 12-15
DEPENDENT DISTRICT**

Statements of the District's
Financial Position
(provided under separate cover)