

North River Ranch Improvement Stewardship District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817

Phone 407-723-5900; Fax 407-723-5901

<http://northriverranchisd.com/>

The following is the agenda for the meeting of the Board of Supervisors for the **North River Ranch Improvement Stewardship District** scheduled to be held **Wednesday, October 13, 2021 at 1:30 P.M. at 8141 Lakewood Main Street, Bradenton, FL 34202**. The following is the proposed agenda for this meeting.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: 1-844-621-3956

Participant Code: 790 562 990 #

BOARD OF SUPERVISORS' MEETING AGENDA

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Administrative & Business Matters for the North River Ranch Improvement Stewardship District

1. Consideration of the Minutes of the July 28, 2021 Continued Board of Supervisors Meeting
2. Consideration of the Minutes of the September 8, 2021 Board of Supervisors Meeting
3. Consideration of Resolution 2022-01, Designating the Primary Administrative Office
4. Consideration of Resolution 2022-02, Designating Registered Agent & Office
5. Consideration of Resolution 2022-03, Electing Officers
6. Review and Consideration of Work Authorization No. 1
7. Ratification of Funding Requests # 18 -- 21
8. Review of District Financial Statements

Administrative & Business Matters for the North River Ranch Community Development District

9. Consideration of the Minutes of the September 8, 2021 Board of Supervisors Meeting
10. Review & Consideration of Grau & Associates Engagement Letter for Auditing Services
11. Ratification of Funding Requests # 36 -39
12. Review of District Financial Statements

Administrative & Business Matters for the Fieldstone Community Development District

13. Consideration of the Minutes of the September 8, 2021 Board of Supervisors' Meeting



14. Review & Consideration of Grau & Associates Engagement Letter for Auditing Services
15. Ratification of the Jan Pro of Manasota Cleaning Agreement
16. Review and Consideration of Change Order No 10, SA-5 Reserve Phase 1
17. Ratification of Funding Requests 2021-71 – 2021-75
18. Ratification of Payment Authorizations # 43-47
19. Ratification of Requisitions Morgan's Glen Project # 2019-106
20. Review of District Financial Statements

Other Business

Staff Reports

- District Counsel
- District Engineer
- District Manager

Supervisor Requests and Audience Comments

Adjournment



**North River Ranch Improvement
Stewardship District**

Consideration of the Minutes of the July 28,
2021 Continued Board of Supervisors Meeting

MINUTES OF MEETING

**NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT
CONTINUED BOARD OF SUPERVISORS' MEETING MINUTES**

Wednesday, July 28, 2021 at 12:00 p.m.

**8141 Lakewood Main Street,
Bradenton, FL 34202**

Board Members present via phone or in person:

Pete Williams	Chairman	
Priscilla Heim	Vice Chairman	
Janice Snow	Assistant Secretary	
John Blakley	Assistant Secretary	
Dale Weidemiller	Assistant Secretary	(via phone)

Also present via phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC	(via phone)
Venessa Ripoll	Assistant District Manager- PFM Group Consulting, LLC	
Michael Dennis	PFM Financial Advisors, LLC	(via phone)
Jonathan Johnson	District Counsel- Hopping Green & Sams	(via phone)
Tom Panaseny	Neal Communities	(via phone)
Jim Schier	Neal Communities	
John McKay	Neal Communities	
Misty Taylor	Bond Counsel- Bryant Miller Olive P.A.	(via phone)
Steven Rothman	Bond Counsel- Bryant Miller Olive P.A.	(via phone)

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

Ms. Ripoll called to order at 12:03 p.m. the Continued Meeting of the Board of Supervisors of the North River Ranch Improvement Stewardship District and proceeded with roll call. The persons in attendance are outlined above either in person or via speakerphone.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

Business Matters

Consideration of Engineer's Report

Mr. Engle presented the Engineer's Report and the North River Ranch Improvement Stewardship District Master Plan of Improvements dated July 27, 2021. It outlines the formation of the District via the merger of the Fieldstone CDD and the North River Ranch CDD. The purpose of the Report is to present the nature and the extent of the improvements that could potentially be implemented by the District. The North River Ranch ISD now encompasses 2,012 acres. Attached is a site map that shows the new District boundary encompassing both of the previously stated CDDs. There is a small amount of additional land in Morgan's Glenn Commercial that was also encompassed and is now in the District.

There has been some development that has occurred in the District and of those 2,012 acres in total there are just over 1,400 acres still undeveloped in the District. The main part of this Engineer's Report is the detailing of the improvement plan and setting the Bond Validation amount at \$218,768.00. That is a combination of the two previous Bond validations plus a little bit extra. The District went through the public works program for the District and Mr. Engle feels this is a satisfactory amount to cover the potential improvements that the District may undertake.

Ms. Ripoll requested a motion from the Board to approve the Engineer's Report as presented.

On MOTION by Mr. Blakley, seconded by Ms. Heim, with all in favor, the Board approved Resolution the Engineer's Report.

Consideration of Bond Validation Report

Mr. Dennis presented the Bond Validation Report. This document includes and is consistent with the latest information provided by the District Engineer with respect to the Development program and estimated Capital Improvement Plan costs for the District. The District Engineer estimates nearly \$219,000,000.00 in Capital Improvements. Based on the CIP estimate Mr. Dennis estimated the maximum par amount of bonds the District could issue at \$289,130,000.00 and the amount of bonds provides the necessary flexibility for the District based on the development horizons over which the District will construct and fund its Capital Improvement Program.

On MOTION by Mr. Blakley, seconded by Ms. Snow, with all in favor, the Board approved the Bond Validation Report.

Consideration of Resolution 2021-31, Master Bond Validation Resolution

Ms. Taylor presented the Master Bond Validation Resolution. It takes the Engineer Report and the Bond Validation Reports that were just approved. Included is a not to exceed bond amount of \$289,130,000.00 which is the amount the District will validate in the circuit court. The Resolution approves the authorization of the issuance of bonds from time to time in an amount not to exceed \$289,130,000.00, it approves the form of a Master Trust Indenture, and appoints US Bank to be the Trustee, it authorizes District Counsel And Bond Counsel to move forward with filing the validation complaint in order to validate the bonds.

Ms. Ripoll requested a motion to approve Resolution 2021-31, Master Bond Validation Resolution.

On MOTION by Ms. Heim, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2021-21, Master Bond Validation Resolution.

Mr. Johnson noted he has the validation complaint prepared and circulated for final comment and it will be attached as an exhibit at the Resolution. He requested Ms. Ripoll scan a copy of the completely executed document to him.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Mr. Johnson will keep everyone up to date on the Bond Validation Complaint filing which he thinks will occur in a day or two. By sometime next week the District should be in a position to get a hearing date.

District Engineer – No Report

District Manager – Ms. Ripoll noted for the record that the next scheduled meeting will be the Public hearing for the adoption of the Fiscal year 2022 Budget to be held on August 11, 2021 at 8141 Lakewood Main Street, Bradenton, FL 34202. Ms. Ripoll sent the agenda out last night. Ms. Snow thought the website said the meeting was August 4, 2021. Ms. Ripoll will double check the website.

FOURTH ORDER OF BUSINESS

**Supervisor Requests and
Audience Comments**

There were no Supervisor requests or audience comments.

FIFTH ORDER OF BUSINESS

Adjournment

Ms. Ripoll requested if there are no further business to come before the Board for a motion to adjourn the meeting.

ON MOTION by Mr. Blakley, seconded by Ms. Snow, with all in favor, the July 28, 2021 Continued Board of Supervisor's Meeting for the North River Ranch Improvement Stewardship District was adjourned at 12:13 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**North River Ranch Improvement
Stewardship District**

Consideration of the Minutes of the September
8, 2021 Board of Supervisors Meeting

MINUTES OF MEETING

**NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

Wednesday, September 8, 2021 at 2:00 p.m.

**8141 Lakewood Main Street,
Bradenton, FL 34202**

Board Members present via phone or in person:

Pete Williams	Chairperson
Dale Weidemiller	Assistant Secretary
John Blakley	Assistant Secretary
Janice Snow	Assistant Secretary
John Leinaweaver	Board Member

Also present via phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC	
Venessa Ripoll	Assistant District Manager- PFM Group Consulting LLC	(via phone)
Jonathan Johnson	District Counsel- Hopping Green & Sams	(via phone)
Rob Engle	District Engineer- Stantec	(via phone)
Jim Schier	Neal Communities	
John McKay	Neal Communities	
Tom Panaseney	Neal Communities	(via phone)

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

Ms. Carvalho called to order at 2:02 p.m. the meeting of the Board of Supervisors of the North River Ranch Improvement Stewardship District and proceeded with roll call. The persons in attendance are outlined above either in person or via speakerphone.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

Business Matters

**Consideration of the Minutes of
the August 11, 2021 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the August 11, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Minutes of the August 11, 2021 Board of Supervisors' Meeting.

**Ratification of Funding Request
#14-17**

The Board reviewed Funding Requests #14-17

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board ratified Funding Requests #14-17.

**Review of District Financial
Statements**

Ms. Carvalho explained as soon as the District Financial Statements are prepared they will be sent via email to the Board accordingly.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Mr. Johnson stated the dissolution of the existing Community Development Districts and the conclusion of the merger process is scheduled to go before the Manatee County Board of County Commissioners at their meeting on September 28, 2021. He reviewed the staff reports that have come out and the advertisements have already been placed for that agenda item. The following week on Monday October 4, 2021 the District is currently schedule for a Bond Validation Hearing set for 11:30 a.m.

District Counsel was asked if the Bond Validation was still happening virtually. Mr. Johnson stated this Bond Validation Hearing seems to occur via zoom.

Mr. Panaseny asked pending the Board of County Commissioners meeting later this month does that Resolution and the dissolution of the CDDs become effective immediately

upon their signing. Mr. Johnson stated he believes so but he will go back and look at the ordinance.

Ms. Snow asked the best course of action to communicate with the residents to educate them about the merger. Mr. Johnson recommended waiting until after September 28, 2021 and provide an announcement via email blast or however the District typically communicates with residents. He suggested the District also take credit for the fact that the merger will result in cost savings for all the residents in the long run.

Ms. Snow asked if the Marketing Department for the Developer should take that responsibility or is it the responsibility of the Board or of District Counsel. Mr. Johnson stated if the Board would like him to do it he would be happy to or at least review the verbiage if someone else is preparing that announcement. Ms. Snow asked Mr. Johnson to draft an announcement to the residents and have the Developer, and Board review it so the Marketing Department can distribute the announcement of the merger to the homeowners. Mr. Johnson will put together the merger announcement and circulate it to the Board shortly.

Ms. Carvalho asked if PFM would initiate the transition of the documents to the Stewardship Districts and deactivate the websites. Mr. Johnson recommended PFM not deactivate the websites right away and give residents notice of the merger and the website stay up for a month for the transition. He recommended putting the merger announcement on each of the websites that he is drafting and redirect the homeowners to the new Community District Website for the North River Ranch Improvement Stewardship District. Ms. Snow suggested a permanent forwarding system be implemented to the websites of the Districts that are being dissolved. Ms. Snow asked District Counsel to provide the Board with a check list of items so they do not miss any steps regarding the merger. Mr. Johnson will work with Ms. Carvalho to draft a check list and run it through the Board.

Mr. Weidemiller asked if Ms. Ashton's Firm would process the dissolution of North River Ranch CDD and Fieldstone CDD. Ms. Carvalho explained Mr. Johnson's Office is the one that is leading the dissolution process. She thinks it is best to start with Mr. Johnson and herself and then go from there.

District Engineer – No Report

District Manager – Ms. Carvalho noted for the record that the next scheduled meeting will be October 13, 2021 at 1:30 p.m.

FOURTH ORDER OF BUSINESS

**Supervisor Requests and
Audience Comments**

There were no Supervisor requests or audience comments.

FIFTH ORDER OF BUSINESS

Continuation

Ms. Carvalho requested if there are no further business to come before the Board for a motion to continue the meeting to September 23, 2021 at 12:00 p.m. and or immediately following the adjournment of Fieldstone CDD meeting.

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the August 11, 2021 Board of Supervisor's Meeting for the North River Ranch Improvement Stewardship District was continued at 2:11 p.m. to September 23, 2021 at 12:00 p.m. and or immediately following the adjournment of Fieldstone CDD.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**North River Ranch Improvement
Stewardship District**

Consideration of Resolution 2022-01,
Designating the Primary Administrative Office

RESOLUTION 2022-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT RE-DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North River Ranch Improvement Stewardship District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Manatee County, Florida; and

WHEREAS, the District desires to re-designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District's records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE North River Ranch Improvement Stewardship District:

SECTION 1. The District's primary administrative office for purposes of Chapter 119, Florida Statutes, shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 2. The District's principal headquarters for purposes of establishing proper venue shall be located at 8141 Lakewood Main Street, Bradenton, FL 34202, within Manatee County, Florida.

SECTION 3. The District's local records office shall be located at 8141 Lakewood Main Street, Bradenton, FL 34202.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 13th day of OCTOBER, 2021.

ATTEST:

**NORTH RIVER RANCH IMPROVEMENT
STRWARDSHIP DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**North River Ranch Improvement
Stewardship District**

Consideration of Resolution 2022-02,
Designating Registered Agent & Office

RESOLUTION 2022-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North River Ranch Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the Manatee County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH COMMUNITY IMPROVEMENT STEWARDSHIP DISTRICT:

Section 1. Vivian Carvalho is hereby designated as Registered Agent for the North River Ranch Community Development District.

Section 2. The District's Registered Office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

Section 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this resolution with Manatee County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of October, 2021.

ATTEST:

NORTH RIVER RANCH IMPROVEMENT STEWARSHIP DISTRICT

Secretary/Assistant Secretary

Chairperson

North River Ranch Improvement Stewardship District

Consideration of Resolution 2022-03, Electing Officers

RESOLUTION 2021-34

A RESOLUTION DESIGNATING A CHAIRMAN, A VICE CHAIRMAN, A SECRETARY, AND ASSISTANT SECRETARIES OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North River Ranch Improvement Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2020-191, Laws of Florida , and situated within Manatee County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP 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 Assistant Secretary.
7. _____ is appointed Assistant Secretary.
8. This Resolution shall become effective immediately upon its adoption.

Adopted this 13th day of October, 2021.

ATTEST:

NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT

Secretary/Assistant Secretary

Chairman

North River Ranch Improvement Stewardship District

Review and Consideration of Work Authorization No. 1



Stantec Consulting Services Inc.
 6920 Professional Parkway
 Sarasota FL 34240-8414
 Tel: (941) 907-6900

September 28, 2021

Via: E-Mail (carvalhov@pfm.com)

215616746

North River Ranch Improvement Stewardship District
 c/o PFM Group Consulting, LLC
 3501 Quadrangle Blvd., Suite 270
 Orlando, FL 32817

Attn: **Ms. Vivian Carvalho, District Manager**

Reference: **Change Order No. 1 Under Work Authorization No. 1
 North River Ranch Improvement Stewardship District General District Services Project**

Dear Ms. Carvalho:

Due to ongoing project needs and additional services requested by the Board. Stantec is requesting approval to proceed with the additional professional services as follows:

New Task 230 – Bidding Services for Ft Hamer Road 2nd Extension

Prepare bid documents, advertise and conduct bid; open an evaluate contractors bids; make recommendations to the Board; prepare bid documents and coordinate their execution.

S.A. Contract to Date	\$ 50,000
Increase this Change Order	<u>\$ 8,000</u>
New Contract Sum	\$ 58,000

Stantec Consulting Services Inc.

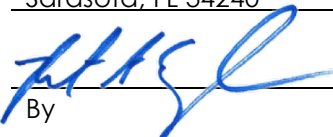
North River Ranch Improvement Stewardship
 District c/o Fishkind & Associates

6920 Professional Parkway

3501 Quadrangle Blvd, Suite 270

Sarasota, FL 34240

Orlando, FL 32817


 By

 By

September 28, 2021
 Date

 Date


 By

September 28, 2021
 Date

Design with community in mind



SCHEDULE OF FEES

Effective January 1, 2021

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 101.00
Level 4	\$ 112.00
Level 5	\$ 127.00
Level 6	\$ 131.00
Level 7	\$ 138.00
Level 8	\$ 148.00
Level 9	\$ 153.00
Level 10	\$ 158.00
Level 11	\$ 172.00
Level 12	\$ 181.00
Level 13	\$ 190.00
Level 14	\$ 200.00
Level 15	\$ 212.00
Level 16	\$ 234.00
Level 17	\$ 241.00
Level 18	\$ 246.00
Level 19	\$ 256.00
Level 20	\$ 265.00
Level 21	\$ 282.00
1 Person Field Crew	\$ 95.00
2 Person Field Crew	\$ 135.00
3 Person Field Crew	\$ 155.00
4 Person Field Crew	\$ 175.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

North River Ranch Improvement Stewardship District

Ratification of Funding Requests # 18 -- 21

NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT

Funding Requests 18-21

FR #	Description	Amount	Total
18	VGlobalTech	\$ 150.00	
	August Website Maintenance		
		Total	\$150.00
19	Supervisor Fees - 09/08/2021 Meeting	\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		Total	\$1,000.00
20	VGlobalTech	\$ 150.00	
	September Website Maintenance		
		Total	\$150.00
21	McClatchy Company	\$ 135.72	
	Legal Advertising on 06/02/2021 (Ad: IPL0025029)		
		Total	\$135.72
		Grand Total	\$1,435.72

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 018

8/27/2021

Item No.	Vendor	Invoice Number	General Fund
1	VGlobalTech August Website Maintenance	3000	\$ 150.00
TOTAL			\$ 150.00

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

RECEIVED

By Amanda Lane at 1:33 pm, Aug 30, 2021

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 019

9/10/2021

Item No.	Vendor	Invoice Number	General Fund
1	Supervisor Fees - 09/08/2021 Meeting		
	Dale Weidemiller	--	\$ 200.00
	John Leinaweaver	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	Janice Snow	--	\$ 200.00
	John Blakley	--	\$ 200.00
TOTAL			\$ 1,000.00

Vivian Carvalho

Secretary / Assistant Secretary



Board Member

RECEIVED

By Amanda Lane at 6:32 pm, Sep 13, 2021

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 020

9/17/2021

Item No.	Vendor	Invoice Number	General Fund
1	VGlobalTech September Website Maintenance	3085	\$ 150.00
TOTAL			\$ 150.00

Venessa Ripoll

Secretary / Assistant Secretary



Board Member

North River Ranch ISD
c/o PFM Group Consulting
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 9:31 am, Sep 20, 2021

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 021

9/24/2021

Item No.	Vendor	Invoice Number	General Fund
1	McClatchy Company Legal Advertising on 06/02/2021 (Ad: IPL0025029)	34632	\$ 135.72
		TOTAL	\$ 135.72

Venessa Ripoll

Secretary / Assistant Secretary



Board Member

North River Ranch ISD
c/o PFM Group Consulting
3501 Quadrangle Blvd. Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 10:04 am, Sep 27, 2021

North River Ranch Improvement Stewardship District

Review of District Financial Statements

North River Ranch Improvement SD

Statement of Financial Position

As of 9/30/2021

General Fund

Assets

Current Assets

General Checking Account	\$3,000.72
Accounts Receivable - Due from Developer	25,438.83
Total Current Assets	<u>\$28,439.55</u>

Total Assets

\$28,439.55

Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$23,438.83
Deferred Revenue	24,875.17
Total Current Liabilities	<u>\$48,314.00</u>

Total Liabilities

\$48,314.00

Net Assets

Current Year Net Assets - General Government (19,874.45)

Total Net Assets

(\$19,874.45)

Total Liabilities and Net Assets

\$28,439.55

North River Ranch Improvement SD
Statement of Activities
As of 9/30/2021

General Fund

Revenues

Developer Contributions	\$43,897.23
Other Income & Other Financing Sources	0.73
Total Revenues	\$43,897.96

Expenses

Supervisor Fees	\$6,600.00
Public Officials' Liability Insurance	1,319.00
Management	13,333.32
Engineering	19,531.75
District Counsel	18,122.39
Postage & Shipping	3.42
Legal Advertising	2,350.53
Miscellaneous	125.00
Web Site Maintenance	600.00
Dues, Licenses, and Fees	175.00
General Insurance	1,612.00
Total Expenses	\$63,772.41

Other Revenues (Expenses) & Gains (Losses)

Total Other Revenues (Expenses) & Gains (Losses)	\$0.00
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Change In Net Assets (\$19,874.45)

Net Assets At Beginning Of Year \$0.00

Net Assets At End Of Year (\$19,874.45)

North River Ranch Improvement SD

Budget to Actual

For the Month Ending 9/30/2021

	Year To Date			
	Actual	Budget	Variance	FY 2021 Adopted Budget
<u>Revenues</u>				
Developer Contributions	\$ 43,897.23	\$ 148,375.00	\$ (104,477.77)	\$ 148,375.00
Other Income & Other Financing Sources	0.73	-	0.73	-
Net Revenues	\$ 43,897.96	\$ 148,375.00	\$ (104,477.04)	\$ 148,375.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 6,600.00	\$ 12,000.00	\$ (5,400.00)	\$ 12,000.00
Public Officials' Liability Insurance	1,319.00	2,475.00	(1,156.00)	2,475.00
Trustee Services	-	6,000.00	(6,000.00)	6,000.00
Management	13,333.32	70,000.00	(56,666.68)	70,000.00
Engineering	19,531.75	15,000.00	4,531.75	15,000.00
Dissemination Agent	-	5,000.00	(5,000.00)	5,000.00
District Counsel	18,122.39	20,000.00	(1,877.61)	20,000.00
Audit	-	6,000.00	(6,000.00)	6,000.00
Travel and Per Diem	-	500.00	(500.00)	500.00
Telephone	-	200.00	(200.00)	200.00
Postage & Shipping	3.42	300.00	(296.58)	300.00
Copies	-	500.00	(500.00)	500.00
Legal Advertising	2,350.53	1,000.00	1,350.53	1,000.00
Miscellaneous	125.00	500.00	(375.00)	500.00
Web Site Maintenance	600.00	5,700.00	(5,100.00)	5,700.00
Dues, Licenses, and Fees	175.00	175.00	-	175.00
General Insurance	1,612.00	3,025.00	(1,413.00)	3,025.00
Total General & Administrative Expenses	\$ 63,772.41	\$ 148,375.00	\$ (84,602.59)	\$ 148,375.00
 Total Expenses	 \$ 63,772.41	 \$ 148,375.00	 \$ (84,602.59)	 \$ 148,375.00
 Net Income (Loss)	 \$ (19,874.45)	 \$ -	 \$ (19,874.45)	 \$ -

North River Ranch Community Development District

Consideration of the Minutes of the September 8, 2021 Board of
Supervisors Meeting

MINUTES OF MEETING

**NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING MINUTES**

Wednesday, September 8, 2021 at 1:30 p.m.

**8141 Lakewood Main Street,
Bradenton, FL 34202**

Board Members present via phone or in person:

Pete Williams	Chairperson
Ivory Matthews	Vice Chairperson
Dale Weidemiller	Assistant Secretary
John Blakley	Assistant Secretary
John Leinaweaver	Board Member

Also present via phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC
Venessa Ripoll	Assistant District Manager- PFM Group Consulting, LLC (via phone)
Kim Ashton	District Counsel- Vogler Ashton (via phone)
Christopher Fisher	District Engineer- Clearview Land Design, P.L. (via phone)
Rob Engle	Stantec (via phone)
Tom Panaseney	Neal Communities (via phone)
Sandy Foster	Neal Communities
John McKay	Neal Communities
Jim Schier	Neal Communities
Janice Snow	Neal Communities

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

Ms. Carvalho called to order at 1:36 p.m. the meeting of the Board of Supervisors of the North River Ranch Community Development District and proceeded with roll call. The persons in attendance are outlined above either in person or via speaker phone.

Public Comment Period

There were no members of the public present at this time.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of the Minutes of
the August 11, 2021 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the August 11, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Minutes of the August 11, 2021 Board of Supervisors' Meeting.

**Ratification of Funding Requests
33-35**

The Board reviewed Funding Requests #33-35.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board Ratified Funding Requests #33-35.

**Review of District Financial
Statements**

Ms. Carvalho explained the District Financial Statements are not available for review so when the District Management Team receives the latest District Financial Statements, they will email it to the Board accordingly.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No Report

District Engineer – Mr. Fisher stated the construction is underway for Phase 4A. The Developer hopes to start building homes toward the end of October.

District Manager – Ms. Carvalho presented Resolution 2021-13, Electing Officers. The Board decided to table the Resolution until the October meeting.

**Audience Comments and
Supervisor Requests**

There were no audience comments or Supervisor requests.

FOURTH ORDER OF BUSINESS

Continuance

There was no further business to come before the Board. Ms. Carvalho requested a motion to continue this meeting to September 23, 2021 at 12:00 and or immediately following the adjournment of Laurel Road CDD meeting.

ON MOTION by Mr. Williams, seconded by Ms. Matthews, with all in favor, the September 8, 2021 Board of Supervisor’s Meeting for the North River Ranch Community Development District was continued at 1:41 p.m. to September 23, 2021 at 12:00 p.m. and or immediately following the adjournment of Laurel Road CDD meeting.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

North River Ranch Community Development District

Review & Consideration of Grau & Associates Engagement Letter
for Auditing Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 21, 2021

To Board of Supervisors
North River Ranch Community Development District
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide North River Ranch Community Development District, Manatee County, Florida ("the District") for the fiscal year ended September 30, 2021. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of North River Ranch Community Development District as of and for the fiscal year ended September 30, 2021. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards

for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also

responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit

documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District 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 in Chapter 119, *Florida Statutes* or as otherwise 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 the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING, LLC., 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900.

This agreement provides for a contract period of one (1) year. Our fee for these services will not exceed \$6,400 for the September 30, 2021 audit.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of 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 Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to North River Ranch Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

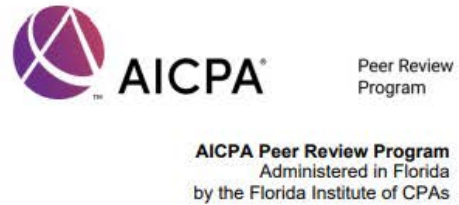
RESPONSE:

This letter correctly sets forth the understanding of North River Ranch Community Development District.

By: _____

Title: _____

Date: _____



February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. 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.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

North River Ranch Community Development District

Ratification of Funding Requests # 36 -39

NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT

Funding Requests 2021-36 - 2021-39

FR #	Description	Amount	Total
2021-36	VGlobalTech		
	August Website Maintenance	\$ 125.00	
			\$125.00
2021-37	Supervisor Fee - 09/08/2021	\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
2021-38	PFM Group Consulting	\$ 1,250.00	
	VGlobalTech	\$ 125.00	
			\$ 1,375.00
2021-39	Clearview Land Design	\$ 537.50	
		\$ 660.02	
		\$ 33.18	
			\$1,230.70
		Total	\$2,730.70

North River Ranch Community Development District

Funding Request 2021-36

8/27/2021

Item No.	Payee	Invoice #	General Fund
1	VGlobalTech August Website Maintenance	2981	\$ 125.00
TOTAL			\$ 125.00

Venessa Ripoll

Secretary/Assistant Secretary



Chairman

RECEIVED
By Amanda Lane at 1:33 pm, Aug 30, 2021

North River Ranch Community Development District

Funding Request 2021-37

9/10/2021

Item No.	Payee	Invoice #	General Fund
1	Supervisor Fee - 09/08/2021		
	Dale Weidemiller		\$ 200.00
	John Leinaweaver		\$ 200.00
	Pete Williams		\$ 200.00
	John Blakley		\$ 200.00
	Ivory Matthews		\$ 200.00
TOTAL			\$ 1,000.00

Vivian Carvalho

Secretary/Assistant Secretary



Chairman

RECEIVED

By Amanda Lane at 6:32 pm, Sep 13, 2021

North River Ranch Community Development District

Funding Request 2021-38

9/17/2021

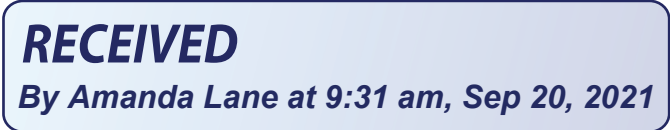
Item No.	Payee	Invoice #	General Fund
1	PFM Group Consulting Series 2020 - Dissemination Services 07/01/2021 - 09/30/2021	116956	\$ 1,250.00
2	VGlobalTech September Website Maintenance	3066	\$ 125.00
TOTAL			\$ 1,375.00

Venessa Ripoll

Secretary/Assistant Secretary



Chairman



North River Ranch Community Development District

Funding Request 2021-39

9/24/2021

Item No.	Payee	Invoice #	General Fund
1	Clearview Land Design		
	Services Through 09/17/2021	21-02003	\$ 537.50
	Reimbursables Through 09/17/2021	21-02004	\$ 660.02
	Reimbursables Through 09/17/2021	21-02007	\$ 33.18
TOTAL			\$ 1,230.70

Venessa Ripoll

Secretary/Assistant Secretary



Chairman

RECEIVED

By Amanda Lane at 10:04 am, Sep 27, 2021

North River Ranch Community Development District

Review of District Financial Statements

North River Ranch CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$5,108.72				\$5,108.72
Accounts Receivable - Due from Developer	14,373.68				14,373.68
Series 2020 A1 Debt Service Reserve		\$224,050.00			224,050.00
Series 2020 A2 Debt Service Reserve		105,210.00			105,210.00
Series 2020 A3 Debt Service Reserve		100,106.25			100,106.25
Series 2020 A1 Capitalized Interest		153,228.46			153,228.46
Series 2020 A2 Capitalized Interest		105,219.22			105,219.22
Series 2020 A3 Capitalized Interest		100,115.05			100,115.05
Accounts Receivable - Due from Developer			\$1,249,223.65		1,249,223.65
Series 2020 A1, A2 Acq/Construction			1,874,313.69		1,874,313.69
Series 2020 A3 Acquisition/Construction			3,798,000.19		3,798,000.19
Total Current Assets	\$19,482.40	\$787,928.98	\$6,921,537.53	\$0.00	\$7,728,948.91
<u>Investments</u>					
Amount Available in Debt Service Funds				\$787,928.98	\$787,928.98
Amount To Be Provided				16,107,071.02	16,107,071.02
Total Investments	\$0.00	\$0.00	\$0.00	\$16,895,000.00	\$16,895,000.00
Total Assets	\$19,482.40	\$787,928.98	\$6,921,537.53	\$16,895,000.00	\$24,623,948.91
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$11,773.68				\$11,773.68
Deferred Revenue	5,945.13				5,945.13
Accounts Payable			\$2,061,532.77		2,061,532.77
Retainage Payable			92,908.10		92,908.10
Deferred Revenue			1,249,223.65		1,249,223.65
Total Current Liabilities	\$17,718.81	\$0.00	\$3,403,664.52	\$0.00	\$3,421,383.33

North River Ranch CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$16,895,000.00	\$16,895,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$16,895,000.00	\$16,895,000.00
Total Liabilities	\$17,718.81	\$0.00	\$3,403,664.52	\$16,895,000.00	\$20,316,383.33
<u>Net Assets</u>					
Net Assets, Unrestricted	\$6,078.00				\$6,078.00
Current Year Net Assets, Unrestricted	(5,972.00)				(5,972.00)
Net Assets - General Government	(503.58)				(503.58)
Current Year Net Assets - General Government	2,161.17				2,161.17
				0.00	0.00
Current Year Net Assets, Unrestricted		787,928.98			787,928.98
Net Assets, Unrestricted			(\$11,062.00)		(11,062.00)
Current Year Net Assets, Unrestricted			3,528,935.01		3,528,935.01
Total Net Assets	\$1,763.59	\$787,928.98	\$3,517,873.01	\$0.00	\$4,307,565.58
Total Liabilities and Net Assets	\$19,482.40	\$787,928.98	\$6,921,537.53	\$16,895,000.00	\$24,623,948.91

North River Ranch CDD
Statement of Activities
As of 9/30/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<u>Revenues</u>					
Developer Contributions	\$81,265.84				\$81,265.84
Other Income & Other Financing Sources	100.00				100.00
Inter-Fund Transfers In	(5,972.00)				(5,972.00)
Debt Proceeds		\$1,404,650.70			1,404,650.70
Developer Contributions			\$7,940.00		7,940.00
Inter-Fund Transfers In			5,972.00		5,972.00
Debt Proceeds			15,490,349.30		15,490,349.30
Total Revenues	\$75,393.84	\$1,404,650.70	\$15,504,261.30	\$0.00	\$16,984,305.84
<u>Expenses</u>					
Supervisor Fees	\$11,400.00				\$11,400.00
Public Officials' Insurance	2,421.00				2,421.00
Management	20,000.00				20,000.00
Engineering	8,007.91				8,007.91
Dissemination Agent	5,000.00				5,000.00
District Counsel	15,500.50				15,500.50
Audit	4,300.00				4,300.00
Postage & Shipping	402.98				402.98
Copies	2,621.60				2,621.60
Legal Advertising	1,870.68				1,870.68
Miscellaneous	2,145.00				2,145.00
Web Site Maintenance	2,400.00				2,400.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	2,960.00				2,960.00
Interest Payments (S2020-A1)		\$119,165.28			119,165.28
Interest Payments (S2020-A2)		81,830.00			81,830.00
Interest Payments (S2020-A3)		77,860.42			77,860.42
Other Debt Service Costs		337,900.00			337,900.00
Trustee Services			\$14,525.00		14,525.00
Management			20,000.00		20,000.00
Engineering			127,819.00		127,819.00
Dissemination Agent			1,000.00		1,000.00
District Counsel			1,446.00		1,446.00
Contingency			11,810,863.93		11,810,863.93
Total Expenses	\$79,204.67	\$616,755.70	\$11,975,653.93	\$0.00	\$12,671,614.30
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$33.98			\$33.98
Interest Income			\$327.64		327.64
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$33.98	\$327.64	\$0.00	\$361.62
Change In Net Assets	(\$3,810.83)	\$787,928.98	\$3,528,935.01	\$0.00	\$4,313,053.16
Net Assets At Beginning Of Year	\$5,574.42	\$0.00	(\$11,062.00)	\$0.00	(\$5,487.58)
Net Assets At End Of Year	\$1,763.59	\$787,928.98	\$3,517,873.01	\$0.00	\$4,307,565.58

North River Ranch CDD
 Budget to Actual
 For the Month Ending 9/30/2021

	Actual	Year To Date Budget	Variance	FY 2021 Adopted Budget
<u>Revenues</u>				
Developer Contributions	\$ 81,265.84	\$ 102,175.00	\$ (20,909.16)	\$ 102,175.00
Other Income & Other Financing Sources	100.00	-	100.00	-
Net Revenues	\$ 81,365.84	\$ 102,175.00	\$ (20,809.16)	\$ 102,175.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 11,400.00	\$ 12,000.00	\$ (600.00)	\$ 12,000.00
Public Officials' Insurance	2,421.00	2,475.00	(54.00)	2,475.00
Trustee Services	-	6,000.00	(6,000.00)	6,000.00
Management	20,000.00	20,000.00	-	20,000.00
Engineering	8,007.91	15,000.00	(6,992.09)	15,000.00
Dissemination Agent	5,000.00	5,000.00	-	5,000.00
District Counsel	15,500.50	20,000.00	(4,499.50)	20,000.00
Assessment Administration	-	7,500.00	(7,500.00)	7,500.00
Audit	4,300.00	6,000.00	(1,700.00)	6,000.00
Postage & Shipping	402.98	300.00	102.98	300.00
Copies	2,621.60	500.00	2,121.60	500.00
Legal Advertising	1,870.68	1,000.00	870.68	1,000.00
Miscellaneous	2,145.00	500.00	1,645.00	500.00
Web Site Maintenance	2,400.00	2,700.00	(300.00)	2,700.00
Dues, Licenses, and Fees	175.00	175.00	-	175.00
General Insurance	2,960.00	3,025.00	(65.00)	3,025.00
Total General & Administrative Expenses	\$ 79,204.67	\$ 102,175.00	\$ (22,970.33)	\$ 102,175.00
Total Expenses	\$ 79,204.67	\$ 102,175.00	\$ (22,970.33)	\$ 102,175.00
Net Income (Loss)	\$ 2,161.17	\$ -	\$ 2,161.17	\$ -

Fieldstone Community Development District

Consideration of the Minutes of the September 8, 2021 Board of
Supervisors' Meeting

MINUTES OF MEETING

**FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING**

**Wednesday, September 8, 2021 at 1:30 PM
8141 Lakewood Main Street,
Bradenton, FL 34202**

Board Members present at roll call via speaker phone or in person:

Pete Williams	Chairperson
Sandy Foster	Vice Chairperson
John Leinaweaver	Board Member
John Blakley	Assistant Secretary
Dale Weidemiller	Assistant Secretary

Also Present at roll call via speaker phone or in person:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	Assistant District Manager- PFM Group Consulting LLC (via phone)	
Kevin Plenzler	PFM Financial Advisors LLC	(via phone)
Kim Ashton	District Counsel- Vogler Ashton	(via phone)
Rob Engle	District Engineer- Stantec	(via phone)
Tom Panaseny	Neal Communities	(via phone)
Jim Schier	Neal Communities	
John McKay	Neal Communities	
Janice Snow	Neal Communities	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Carvalho call the meeting to order at 1:45 p.m. and proceeded with roll call. The Board Members and Staff in attendance are outlined above.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of the Minutes of
the August 11, 2021 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the August 11, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Minutes of the August 11, 2021 Board of Supervisors' Meeting.

**Consideration of the Minutes of
the August 25, 2021 Continued
Board of Supervisors' Meeting**

The Board reviewed the Minutes of the August 25 2021 Continued Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved the Minutes of the August 25, 2021 Continued Board of Supervisors' Meeting.

**Review and Consideration of the
Supplemental Assessment
Methodology Report**

Mr. Plenzler reviewed the Supplemental Assessment Methodology Report. Fieldstone CDD issued some bonds in 2019 and as part of that there was a methodology report associated with the issuance of those bonds. In reviewing some of the documentation over the time he noticed an inconsistency with respect to Table 10 of the documents related to the 2019 A2 Bonds. As a result he wanted to clean up that item and provide the Supplemental Assessment Methodology Report with the updated assessment levels for the Series 2019 A2 Bonds. He noted it has interest only and in updating the methodology it now shows a reduction in assessments.

Mr. Williams asked if this has any affect one anyone the District needs to notify the landowners. Ms. Carvalho stated she did not think so. Ms. Plenzler stated no property owners are impacted by this update.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Supplemental Assessment Methodology Report.

**Review and Consideration of
Change order No 6, North River
Ranch Phase 1C & 1D West**

Mr. Engle presented Change Order No. 6 to the District's contract with Jon M. Hall for the construction of Phase 1C and Phase 1D West. This is a cumulation of several ongoing negotiations for time and money representing additional work that was requested of the Contractor as well as the money and time for that additional work and rain days for several of the past months. The request is an increase of \$64,560.00 and a time request of an additional 43 days. Both Stantec and the Developer have been negotiating all of these items several times with the Contractor and settled on agreeing to these dollar amounts and days for the additional work. Some of the additional work represents additional dirt that is being stockpiled for future phases and access roads for development and to move dirt around.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved Change Order No. 6, North River Ranch Phase 1C & 1D West in the additional amount of \$64,560 and 43 additional days.

Mr. Engle presented Change Order No. 16 to the District's Contract to Woodruff & Sons for the construction of Morgan's Glen Phase 1 & 2. This work is specific to Phase 2A and it is a credit in the amount of \$5,909.00. The first lift of asphalt installed was slightly under specifications in thickness and this is a recognition of when the District needs to go back and put down the final lift it will take more asphalt to do so and the District asked for a credit back.

Mr. Weidemiller asked about the Manatee County 7% tax. Mr. Engle stated the District is tax exempt of specific items but asphalt is not one of those things the District is direct purchasing.

On MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board approved Change Order No. 16 to the District's Contract to Woodruff & Sons for the construction of Morgan's Glen Phase 1 & 2 for a credit of \$5,909.00.

**Ratification of Funding Requests
2021-63- 2021-70**

The Board reviewed Funding Requests 2021-63- 2021-70.

On MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board ratified Funding Requests 2021-63- 2021-70.

**Ratification of Payment
Authorizations #38-42**

The Board reviewed Payment Authorizations #38-43

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board ratified Payment Authorizations #38-43.

**Ratification of Requisitions
Morgan's Glen Project # 2019-104
– 2019-105**

The Board reviewed Requisitions Morgan's Glen Project # 2019-104 – 2019-105

On MOTION by Mr. Williams, seconded by Ms. Foster, with all in favor, the Board ratified Requisitions Morgan's Glen Project # 2019-104 – 2019-105

**Review of District Financial
Statements**

Ms. Carvalho noted the District Financial Statements are not ready to be distributed. Upon receipt of August Financial Statements, District Management will send it to the Board accordingly.

THIRD ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – No Report

District Manager – Ms. Carvalho noted the next meeting is scheduled for October 13, 2021.

Ms. Carvalho presented Resolution 2021-14, Electing District Officers Position. This item will be tabled to the October 13, 2021 meeting.

**Audience Comments and
Supervisor Requests**

There were no Supervisor requests or audience comments.

FOURTH ORDER OF BUSINESS

Continuance

There were no other questions or comments. Ms. Carvalho requested a motion to continue the meeting to Thursday, September 23, 2021 at 12:00 p.m. and or immediately following the adjournment North River Ranch CDD meeting.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the September 8, 2021 Meeting of the Board of Supervisor's for the Fieldstone Community Development District was continued at 1:55 p.m. to September 23, 2021 at 12:00 p.m. and or immediately following the adjournment of North River Ranch CDD meeting.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

Fieldstone Community Development District

Review & Consideration of Grau & Associates Engagement Letter
for Auditing Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 21, 2021

To Board of Supervisors
Fieldstone Community Development District
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Fieldstone Community Development District, Manatee County, Florida ("the District") for the fiscal year ended September 30, 2021, with the option of one (1) additional one-year renewal. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Fieldstone Community Development District as of and for the fiscal year ended September 30, 2021, with the option of one (1) additional one-year renewal. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than June 1, 2022. All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2021 must be provided to us no later January 31, 2022, in order for us to deliver a draft audit to the District no later than June 1, 2022.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District 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 in Chapter 119, *Florida Statutes* or as otherwise 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 the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING, LLC., 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, 407-723-5900.

This agreement provides for a contract period of one (1) year with the option of one (1) additional, one-year renewal upon the written consent of both parties. Our fee for these services will not exceed \$7,800 for the September 30, 2021 audit. The fees for the fiscal year 2023 will not exceed \$7,900, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of 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 Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Fieldstone Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Fieldstone Community Development District.

By: _____

Title: _____

Date: _____



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. 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.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

Fieldstone Community Development District

Ratification of the Jan Pro of Manasota Cleaning Agreement

JAN-PRO[®]

JAN-PRO OF MANASOTA



Measurable Cleaning. Guaranteed Results.[®]

Dear Susan:

On behalf of JAN-PRO it is our privilege to submit our formal cleaning proposal for your review today. In situations like this, every vendor wants to show their services in their best light and JAN-PRO is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make us a different type of cleaning partner to our portfolio of over 35,000 global clients every day.

In our initial meeting, we identified the following areas of concern regarding your current cleaning program. JAN-PRO will make sure the following items receive special attention:

- Disinfecting and wiping all surfaces
- Removing Cobwebs and debris
- Complete restroom cleaning

Whether you judge us by our reputation, our franchise owner commitment, our unique cleaning processes themselves or by our written service guarantee, we hope you will find JAN-PRO to be a worthy partner for your organization and look forward to addressing any additional questions you may have.

Yours Sincerely,

Rick Luna
Owner-President

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ABOUT US

At
JAN-PRO,
it's not just
what we say –
it's what
we do.

Measurable Cleaning. Guaranteed Results.®

Since 1991, we've paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

We lead the commercial cleaning industry through our:

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive training program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning...

So don't let the dirty work keep you from running your business. Trust JAN-PRO for a consistent clean from the same reliable owner-operators every time – guaranteed.



JAN-PRO AS A BRAND

At JAN-PRO, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2018 and for 10 years by *Entrepreneur* magazine
- #2 Top Low-Cost Franchise to Own Under \$50,000 in 2018 by *Entrepreneur* magazine
- #4 Top Fastest-Growing Franchise in 2018 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2018 and for 8 years by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Ranked as a Top 50 Franchise for Minorities for 7 years by *USA Today* newspaper
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2017 by *Entrepreneur* magazine

JAN-PRO was founded in 1991 by a veteran. We created our VetConnectionSM program to serve those who have served our country:

- The VetConnectionSM program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnectionSM program helps put veterans in business where they can apply their team skills and other disciplines.

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship[®] program:

- The JAN-PRO Your Family First Scholarship[®] program has awarded over \$277,000 in scholarships to almost 200 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO candidates.



OUR GUARANTEE



**We mean
clean.**

Every cleaning company promises great service – But only JAN-PRO guarantees it.

The JAN-PRO Guarantee reflects our commitment to the best training, newest technology, most measurable results, and highest quality commercial cleaning service available.

We promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if we fail to meet either of these obligations

When it's all said and done, we tell you what we do. We do what we say. And you can trust that we mean it – every time.

Trusted. Clean. Guaranteed.



JAN-PRO SIGNATURE CLEAN®

It's not
just what
we clean.
It's how we
clean it.

The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable owner-operators – every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every JAN-PRO professional goes through the most in-depth certification in the industry, ours.

Our 5-week certification program includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Our owner-operators are uniformed, bonded, and insured – so you can trust us to get the job done safely and professionally.



JAN-PRO TECHNICS® & JAN-PRO TRACKER®

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. We deliver quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.9% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Inspections = Quality Measured

We mean clean – but it's only clean when we confirm it's clean. With our JAN-PRO Tracker® inspections, we routinely check our work and benchmark our results:

- First, we assess your cleaning needs and decide where to focus our expertise.
- After the initial period (usually 30 days), a JAN-PRO field service consultant inspects your property using our 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the inspections continue on a regular schedule.



Put JAN-PRO's EnviroShield® system to work for you!

At JAN-PRO, we've paved the way in commercial cleaning since 1991 – thanks in part to innovative technology like our proprietary EnviroShield® system which provides total disinfection with an eco-friendly, hospital grade solution that other systems can't reach.



Add more disinfection protection with Enviroshield® Endure™

How It Works

- † JAN-PRO's EnviroShield® system uses a disinfectant that is EPA-rated as the safest in its class while being powerful enough to kill 99.9% of harmful bacteria, including MRSA, H1N1, E coli, and listeria.
- † Our equipment features an electrostatic nozzle designed for specific areas and applications.
- † Electrostatic technology applies a negative charge to a 30-micron droplet, ensuring 100% surface contact.
- † The negative charge causes the disinfectant to cling to and fully cover every surface it touches – thus providing total disinfection.

Why It Works

- † Our disinfectant is safe enough for everyday use and won't cause skin, eye, or respiratory issues.
- † It is environmentally-friendly, and won't leave behind any residue or odor.
- † Our unique sprayer allows us to treat areas and surfaces other cleaning systems can't reach.



60% of illnesses that result in absence from work are contracted from equipment in the office.



The level of bacteria on an elevator button is 3x higher than the amount found on public toilet seats.



Desks are 100x less hygienic than the average kitchen table yet 60% eat at their desk.

The typical worker's hands come in contact with 10 million bacteria per day. JAN-PRO's EnviroShield® system protects you from 99.9% of them.



32% of people admit to not washing their hands after using the restroom.



Touching a hand rail is like shaking hands with 10,000 people.



Nearly 22 million school days are lost each year due to the common cold.

SCOPE OF WORK

WEEKLY

CLEANING SERVICE PROTOCOLS– NORTH RIVER RANCH – RIVERFIELD VERANDAH

- Objective:** Responsible for overall cleanliness and sanitization of the Riverfield Verandah Clubhouse which includes an outdoor pool and deck area, cabana and external seating, covered sitting area with furniture and two single stall restrooms. These protocols may be updated or modified in accordance with community needs at any time.
- Service Schedule:** Initially once a week until increased service is necessary due to increased use. Service team to comprise of 2 or more team members and service schedule to be agreed and maintained.
- Time of Service:** Service to be after 5:00 pm, before 7:00 am, or at an arranged time during minimal usage.
- Supplies:** Contractor supplies all materials needed to complete the job. A janitorial closet will be made available if requested.

Specifications:

VERANDAH ENTRY: Verandah entry to be cleaned and cobweb free, all trash picked up, door to Mechanical room to be wiped down.

RESTROOMS: Men and Women: Restrooms cleaned and sanitized; toilets, urinals, sinks and counters to be cleaned. Doors cleaned, sanitized and dusted. Floors and drains to be swept, mopped or rinsed and sanitized. Mirrors cleaned and streak free. Lights dusted. All cobwebs or bugs in corners or along ceilings to be knocked down and removed. Empty and clean trash can, line trash can and take trash off-site until garbage service is established. Supplies filled and restocked. Bathrooms should be odorless and left in a clean, orderly, and operable condition

CLUBHOUSE AND POOL AREA: Clubhouse cleaned and sanitized: Tables and chairs cleaned, sanitized, dusted with appropriate products. Wet bar sink and counter cleaned, dusted and sanitized. Floors to be swept. Pool floors to be pressure cleaned as Special service upon request (price to be determined). Screens and sills cleaned and dusted. Ceiling fans cleaned and dusted. We anticipate that the ceilings will require special attention once a month. Clubhouse windows cleaned and streak free. All cobwebs or bugs in corners, along ceilings, or in cabanas to be knocked down and removed. Tables, chairs and pool furniture to be set back in ready for use positions. Empty and clean trash cans, line trash cans and take trash off-site until garbage service is established.

Note: Cleaners will monitor and report any broken or non-working equipment, fans, lights, switches.

Jan-Pro cleaners will monitor all paper product supplies and order on behalf of Fieldstone CDD and bill only for what is needed.



CARPET	<ul style="list-style-type: none">• Spot removal• Carpet cleaning
HARD SURFACE FLOORS	<ul style="list-style-type: none">• Burnishing• Top scrub and refinish (wax)• Strip and wax• Ceramic Tile Scrub
UPHOLSTERY AND WORKSTATIONS	<ul style="list-style-type: none">• Vacuum partitions• Spot removal• Extraction cleaning
WINDOWS	<ul style="list-style-type: none">• Inside and outside (ground floor only)
LIGHTING	<ul style="list-style-type: none">• Cleaning lights and light fixtures• Replacing bulbs
PROCUREMENT OF SUPPLIES	<ul style="list-style-type: none">• Paper products• Hand soap• Trashcan liners• Dispensers and containers• Other consumable supplies
ENVIROSHIELD	<ul style="list-style-type: none">• 100% Disinfecting Coverage

CLEANING AGREEMENT

This Agreement is made between JAN-PRO OF MANASOTA ("JAN-PRO ") AND North River Ranch – Verandah Fieldstone CDD ("CLIENT"). CLIENT and JAN-PRO agree that JAN-PRO will begin service at the location(s) identified above and under the below terms.

1. **JAN-PRO** agrees to perform the recurring janitorial services and at the frequencies stated in pricing agreement.
2. **JAN-PRO** will provide all chemicals, equipment, labor, and supervision. **CLIENT** will provide all restroom paper products, hand soap and can liners.
3. **JAN-PRO** will fulfill its obligations under this Agreement through its franchised system. **JAN-PRO** will identify the franchisee selected to service **CLIENT** before the start date of service. Each franchisee has been successfully trained on the **JAN-PRO** methods and procedures and is bound by the terms of this Agreement. **CLIENT** has the right to request a change in franchisee at any time.
4. **JAN-PRO** sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 30 days.
5. This Agreement is for a term of one year from the later date of signing or the start of services. This Agreement automatically renews every year with a 3% increase, this will be discussed with client, unless either party gives written notice of non-renewal at least 30 days before the expiration date.
6. **CLIENT** agrees to verbally notify **JAN-PRO** of any service issues before **CLIENT** provides any written notification.
7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier. This contract will be evaluated yearly for a 3% price increase to keep up with rising cost of supplies, labor and insurance. No price increase will occur without prior discussion with client.
8. **CLIENT** agrees that during the term of this Agreement and for 180 days after the expiration or termination of this Agreement, **CLIENT** will not employ directly or indirectly any **JAN-PRO** employees, agent representatives, franchisees, or former franchisees.
9. In addition to any other rights, **JAN-PRO** may have, if **CLIENT** breaches this Agreement, **JAN-PRO** is entitled to all costs of **JAN-PRO**'s costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to **JAN-PRO** 's lost revenues for the remainder of the term.
10. **JAN-PRO** annually observes the following federally recognized holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. **JAN-PRO** will not provide services on these days. Other conditions may apply that preempt a cleaning. No credit will be given for holiday as this is already factored into pricing.
11. **JAN-PRO** and **JAN-PRO**'s franchisee will each maintain commercial general liability insurance of at least \$1,000,000 per occurrence. \$2,000,000 in the aggregate automobile liability, coverage of at least \$1,000,000 and janitorial bonding of at least \$50,000.

By signing below, CLIENT and JAN-PRO agree to the terms of this Janitorial Services Agreement.

CLIENT

BY:

NAME:

DATE:

JAN-PRO

BY:

NAME:

DATE:



PETE WILLIAMS

9/31/2021

PRICING AGREEMENT

CLIENT: Fieldstone CDD (3501 Quadrangle Boulevard, Suite 270, Orlando FL 32817)
Riverfield Verandah
CLEANING LOCATION: 8414 Arrow Creek
Parrish, FL 34219
DESCRIPTION OF CLEANABLE AREA: Clubhouse and Pool Area
START DATE: TBD

REGULAR SERVICE	PRICE PER MONTH*
1x's Per Week	\$350.00
Option 2.	\$\$\$
Option 3	\$\$\$
TOTAL REGULAR SERVICES	\$\$\$

SPECIAL SERVICES	PRICE PER SERVICE*
Special Service 1	NA
Special Service 1	NA
Special Service 1	NA
TOTAL SPECIAL SERVICES	NA

TOTAL COMBINED SERVICES \$\$\$

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth

CLIENT *Fieldstone CDD*
SIGNATURE: *[Signature]*
PRINT: *Pat Williams*
DATE: *9/3/2021*

JAN-PRO
SIGNATURE:
PRINT:
DATE:

Fieldstone Community Development District

Review and Consideration of Change Order No 10, SA-5 Reserve
Phase 1

"STANTEC" STANTEC CONSULTING SERVICES INC. Date 28 September 2021
Stantec Project # 215613809
Pipeline # 578748
6900 Professional Parkway East, Sarasota, FL 34240
Ph: (941) 907-6900 Fx: (941) 907-6910
Robert A. Engel, PE, Senior Principal email: rob.engel@stantec.com

CLIENT FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT Change Order: **10**
C/O PFM GROUP CONSULTING LLC
12051 Corporate Blvd., Orlando, FL 32817
Ph: (407) 723-5900 Fx: (407) 382-3254
Vivian Carvalho, District Manager email: carvalhov@pfm.com

Project Name SA-5 Grande Reserve Phase 1 - Civil Planning and Permitting
and Location: Parrish, Manatee County, Florida

This is authorization for Stantec to perform additional services on the project as noted above.

A. Stantec would like to adjust the budgets on the following tasks:

Existing Task 237 – Phase 1C Construction Phase Services

We are requesting an increase to the project budget due to providing additional services due to schedule overrun by contractor.

Existing Task 238 – Phase 1D Construction Phase Services

We are requesting an increase to the project budget due to providing additional services due to schedule overrun by contractor.

CLIENT agrees to compensate Stantec for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:

Task	Services	Fee Type	Current Fee	Increase	New Fee
237	1C Construction Phase Svcs	T/M*	(est.) \$ 36,500	(est.) \$ 12,000	(est.) \$ 48,500
238	1D Construction Phase Svcs	T/M*	(est.) \$ 48,500	(est.) \$ 12,000	(est.) \$ 60,500
Total Change					\$ 24,000

* Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of Stantec's control.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

C. All other terms and conditions of the original agreement shall remain in full force and effect. Time and Material (T/M) estimates are based upon past experience but the actual fee may be more or less due to factors outside of Stantec's control.

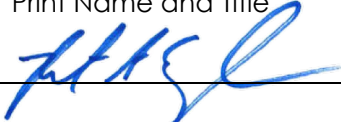
By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

STANTEC CONSULTING SERVICES INC.

Robert A. Engel, PE
District Engineer/ Senior Principal
Print Name and Title


Signature



Date Signed: September 28, 2021

Kristopher A. Wilhoit, PE
Vice President
Print Name and Title

Signature



Date Signed: September 28, 2021

**FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
C/O PFM GROUP CONSULTING LLC**

Pete Williams
Chairperson
Print Name and Title

Signature

Date Signed:



SCHEDULE OF FEES

Effective January 1, 2021

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 101.00
Level 4	\$ 112.00
Level 5	\$ 127.00
Level 6	\$ 131.00
Level 7	\$ 138.00
Level 8	\$ 148.00
Level 9	\$ 153.00
Level 10	\$ 158.00
Level 11	\$ 172.00
Level 12	\$ 181.00
Level 13	\$ 190.00
Level 14	\$ 200.00
Level 15	\$ 212.00
Level 16	\$ 234.00
Level 17	\$ 241.00
Level 18	\$ 246.00
Level 19	\$ 256.00
Level 20	\$ 265.00
Level 21	\$ 282.00
1 Person Field Crew	\$ 95.00
2 Person Field Crew	\$ 135.00
3 Person Field Crew	\$ 155.00
4 Person Field Crew	\$ 175.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

Fieldstone Community Development District

Ratification of Funding Requests 2021-71 – 2021-75

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Funding Request 2021-71 - 2021-75

PA #	Description	Amount	Total
2021-71	Windward Building Group		
		\$ 10,657.80	
		\$ 69,962.00	
		\$ 18,075.00	
		\$ 8,143.00	
		\$ 21,924.22	
		\$ 41,287.20	
		\$ 18,299.57	
			\$ 188,348.79
2021-72	Forterra		
		\$ 1,220.75	
		\$ 1,007.20	
		\$ 2,970.83	
		\$ 4,988.76	
	Fortiline Waterworks		
		\$ 342.00	
		\$ 390.00	
		\$ 7,144.64	
		\$ 4,253.00	
		\$ 4,995.00	
		\$ 5,484.00	
		\$ 222.80	
		\$ 675.00	
			\$33,693.98
2021-73	Charlene Neal Pure Style	\$ 12,147.81	
			\$12,147.81
2021-74	Dewberry Engineers	\$ 15,025.50	
	Jon M Hall Company	\$ 587,679.66	
			\$602,705.16
2021-75	WillScot	\$ 5,438.37	
			\$5,438.37
		TOTAL	\$842,334.11

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-71 (Morgan's Glen)

9/3/2021

Item No.	Payee	Invoice No.	Morgan's Glen
1	Windward Building Group		
	Riverfield Southside Entry Hardscape Pay App 5 Through 08/31/2021	--	\$ 10,657.80
	Furnish and Install Fitness Stations	1404	\$ 69,962.00
	Shell & General Conditions Pay App 5 Through 08/31/2021	--	\$ 18,075.00
	Cabana MEP Pay App 6 Through 08/31/2021	--	\$ 8,143.00
	Cabana Finishes Pay App 6 Through 08/31/2021	--	\$ 21,924.22
	Amenity Hardscape Pay App 3 Through 08/31/2021	--	\$ 41,287.20
	Amenity Hardscape Pay App 4 Through 08/31/2021	--	\$ 18,299.57
TOTAL			\$ 188,348.79

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

RECEIVED
By Amanda Lane at 1:53 pm, Sep 07, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-72 (BW Ph 1C 1DW)

9/10/2021

Item No.	Payee	Invoice No.	Grand Reserve 1C & 1D West
1	Forterra		
	Ph 1C & 1D West Construction Materials	11794107	\$ 1,220.75
	Ph 1C & 1D West Construction Materials	11793812	\$ 1,007.20
	Ph 1C & 1D West Construction Materials	11795114	\$ 2,970.83
	Ph 1C & 1D West Construction Materials	11795532	\$ 4,988.76
2	Fortiline Waterworks		
	Ph 1D West Construction Materials	5420193	\$ 342.00
	Ph 1D West Construction Materials	5384413	\$ 390.00
	Ph 1D West Construction Materials	5368778	\$ 7,144.64
	Ph 1D West Construction Materials	5342030	\$ 4,253.00
	Ph 1D West Construction Materials	5342051	\$ 4,995.00
	Ph 1D West Construction Materials	5410377	\$ 5,484.00
	Ph 1D West Construction Materials	5348209	\$ 222.80
	Ph 1D West Construction Materials	5403951	\$ 675.00
TOTAL			\$33,693.98

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

RECEIVED

By Amanda Lane at 6:32 pm, Sep 13, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-73 (Morgan's Glen)

9/10/2021

Item No.	Payee	Invoice No.	Morgan's Glen
1	Charlene Neal Pure Style Morgan's Glen Freight In, Out, Warehouse Fees	6155	\$ 12,147.81
TOTAL			\$ 12,147.81

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

RECEIVED

By Amanda Lane at 6:32 pm, Sep 13, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-74 (BW Ph 1C 1DW)
9/17/2021

Item No.	Payee	Invoice No.	Grand Reserve 1C & 1D West
1	Dewberry Engineers Services Through 08/27/2021	2012194	\$ 15,025.50
2	Jon M Hall Company NRR Ph 1C & 1D West Pay Application 8 Through 08/31/2021		\$ 587,679.66
TOTAL			\$602,705.16

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

RECEIVED

By Amanda Lane at 9:31 am, Sep 20, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-75 (Ft. Hamer Road Extension Phase 1)

9/17/2021

Item No.	Payee	Invoice No.	Ft. Hamer
1	WillScot 60x12 Mobile Office	9011489738	\$ 5,438.37
TOTAL			\$ 5,438.37

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

RECEIVED
By Amanda Lane at 9:31 am, Sep 20, 2021

Fieldstone Community Development District

Ratification of Payment Authorizations # 43-47

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

	Payment Authorization #43-47		
PA #	Description	Amount	Total
43	Daystar Exterior Cleaning		
		\$ 1,250.00	
	Frontier		
		\$ 605.64	
	Jan-Pro of Manasota		
		\$ 152.00	
	John Neal		
		\$ 17.33	
	Southern Land Services of Southwest Florida		
		\$ 750.00	
	Sunrise Landscape		
		\$ 468.21	
	VGlobalTech		
		\$ 100.00	
			\$3,343.18
44	Daystar Exterior Cleaning		
		\$ 687.00	
	Eco-Logic Services		
		\$ 825.00	
	Envera		
		\$ 817.82	
	Jan-Pro of Manasota		
		\$ 895.00	
	Jones & Sons Pest Control		
		\$ 145.00	
		\$ 160.00	
	MacroLease		
		\$ 695.00	
	Manatee County Utilities Department		
		\$ 650.01	
		\$ 149.72	
		\$ 440.96	
	Peace River Electric Cooperative		
		\$ 1,181.48	
		\$ 658.86	

		\$ 33.64	
		\$ 50.11	
		\$ 481.00	
		\$ 48.43	
		\$ 42.89	
		\$ 31.94	
		\$ 78.11	
		\$ 45.60	
		\$ 318.51	
		\$ 320.66	
		\$ 335.24	
		\$ 583.03	
	S&G Pools		
		\$ 900.00	
	Sunrise Landscape		
		\$ 723.93	
		\$ 19,251.62	
			\$30,550.56
45	Eco-Logic Services		
		\$ 2,225.00	
	Pacific Pavers		
		\$ 950.00	
	Sunrise Landscape		
		\$ 19,251.62	
	Supervisor Fees - 09/08/2021 Meeting		
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
			\$ 23,426.62
46	PFM Group Consulting		
		\$ 2,500.00	
	Southern Land Services of Southwest Florida		
		\$ 750.00	
	VGlobalTech		
		\$ 100.00	
			\$ 3,350.00
47	Daystar Exterior Cleaning		
		\$ 1,250.00	
	Jan-Pro of Manasota		
		\$ 299.26	
	Jones & Sons Pest Control		
		\$ 145.00	
		\$ 160.00	
	Southern Land Services of Southwest Florida		

		\$ 750.00	
	Supervisor Fees - 08/25/2021 Meeting		
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
			\$ 3,604.26
		Total	\$64,274.62

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 043

8/27/2021

Item No.	Payee	Invoice No.	General Fund
1	Daystar Exterior Cleaning August Maintenance	13805	\$ 1,250.00
2	Frontier Pavilion Services 08/23/2021 - 09/22/2021	--	\$ 605.64
3	Jan-Pro of Manasota Janitorial Services	67745	\$ 152.00
4	John Neal Reimbursement for QR Code Stickers	--	\$ 17.33
5	Southern Land Services of Southwest Florida Morgan's Glen Mowing / Bushhogging	081321-78	\$ 750.00
6	Sunrise Landscape Irrigation Repairs	2283	\$ 468.21
7	VGlobalTech August Website Maintenance	2984	\$ 100.00
TOTAL			\$ 3,343.18

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

RECEIVED

By Amanda Lane at 1:33 pm, Aug 30, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 044

9/3/2021

Item No.	Payee	Invoice No.	General Fund
1	Daystar Exterior Cleaning August Maintenance	13862	\$ 687.00
2	Eco-Logic Services August Lake Maintenance Services	1404	\$ 825.00
3	Envera October (FY 2022) Security Cameras	706552	\$ 817.82
4	Jan-Pro of Manasota Janitorial Services	67822	\$ 895.00
5	Jones & Sons Pest Control Brightwood Pavilion Pest Control Riverfield Verandah Pest Control	-- --	\$ 145.00 \$ 160.00
6	MacroLease Lease Installment	313263	\$ 695.00
7	Manatee County Utilities Department 11510 Little River Way ; Service 07/21/2021 - 08/20/2021 8905 Grand River Pkwy 11539 Little River Way	Acct: 312296-162425 Acct: 312296-164615 Acct: 312296-164711	\$ 650.01 \$ 149.72 \$ 440.96
8	Peace River Electric Cooperative 11510 Little River Way ; Service 07/19/2021 - 08/18/2021 Grand River Pkwy ; Service 07/19/2021 - 08/18/2021 11539 Little River Way ; Service 07/19/2021 - 08/18/2021 8905 Grand River Pkwy ; Service 07/19/2021 - 08/18/2021 Lot Decorative Lights ; Service 07/19/2021 - 08/18/2021 8410 Arrow Creek Dr ; Service 07/19/2021 - 08/18/2021 8404 Canyon Creek Trl ; Service 07/19/2021 - 08/18/2021 8420 Arrow Creek Dr ; Service 07/19/2021 - 08/18/2021 11712 Moccasin Wallow Rd ; Service 07/19/2021 - 08/18/2021 11750 Little River Way ; Service 07/19/2021 - 08/18/2021 8414 Arrow Creek Dr ; Service 07/19/2021 - 08/18/2021 Grande Reserve Ph1A-2 Lot Lights ; Service 07/19/2021 - 08/18/2021 Decorative Lighting NRR Ph1D East ; Service 07/19/2021 - 08/18/2021 Decorative Lighting NRR Ph1B2 ; Service 07/19/2021 - 08/18/2021	Acct: 168751001 Acct: 168751003 Acct: 168751004 Acct: 168751005 Acct: 168751007 Acct: 168751008 Acct: 168751011 Acct: 168751012 Acct: 168751013 Acct: 168751014 Acct: 168751015 Acct: 168751017 Acct: 168751023 Acct: 168751024	\$ 1,181.48 \$ 658.86 \$ 33.64 \$ 50.11 \$ 481.00 \$ 48.43 \$ 42.89 \$ 31.94 \$ 78.11 \$ 45.60 \$ 318.51 \$ 320.66 \$ 335.24 \$ 583.03
9	S&G Pools September Pool Service	9121	\$ 900.00

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 044

9/3/2021

Item No.	Payee	Invoice No.	General Fund
10	Sunrise Landscape		
	Monthly Inspection Repairs	2304	\$ 723.93
	August Landscape Maintenance	2302	\$ 19,251.02
TOTAL			\$ 30,550.56

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

RECEIVED
By Amanda Lane at 1:53 pm, Sep 07, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 045

9/10/2021

Item No.	Payee	Invoice No.	General Fund
1	Eco-Logic Services Initial Treatment in Wetland 38 for Ft. Hamer Rd Ph 1	1413	\$ 2,225.00
2	Pacific Pavers Paver Repair	53754	\$ 950.00
3	Sunrise Landscape August Landscaping	2501	\$ 19,251.62
4	Supervisor Fees - 09/08/2021 Meeting		
	Dale Weidemiller	--	\$ 200.00
	John Blakley	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	Sandy Foster	--	\$ 200.00
	John Leinaweaver	--	\$ 200.00
TOTAL			\$ 23,426.62

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

RECEIVED
By Amanda Lane at 6:32 pm, Sep 13, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 046

9/17/2021

Item No.	Payee	Invoice No.	General Fund
1	PFM Group Consulting Series 2019A-MG, 2019A Dissemination Services 07/01/2021 - 09/30/2021	116946	\$ 2,500.00
2	Southern Land Services of Southwest Florida Morgan's Glen Mowing / Bushhogging	082721-63	\$ 750.00
3	VGlobalTech September Website Maintenance	3070	\$ 100.00
TOTAL			\$ 3,350.00

Venessa Ripoll
Secretary / Assistant Secretary



Chairman / Vice Chairman

RECEIVED

By Amanda Lane at 9:31 am, Sep 20, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 047

9/24/2021

Item No.	Payee	Invoice No.	General Fund
1	Daystar Exterior Cleaning September Maintenance	13981	\$ 1,250.00
2	Jan-Pro of Manasota Janitorial Supplies	807	\$ 299.26
3	Jones & Sons Pest Control Brightwood Pavilion Pest Control Riverfield Verandah Pest Control		\$ 145.00 \$ 160.00
4	Southern Land Services of Southwest Florida Morgan's Glen Mowing / Bushhogging	091721-44	\$ 750.00
5	Supervisor Fees - 08/25/2021 Meeting Dale Weidemiller John Blakley Pete Williams Sandy Foster John Leinaweaver		\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
TOTAL			\$ 3,604.26

Venessa Ripoll

Secretary / Assistant Secretary



Chairman / Vice Chairman

RECEIVED

By Amanda Lane at 10:04 am, Sep 27, 2021

Fieldstone Community Development District

Ratification of Requisitions Morgan's Glen Project # 2019-106

Fieldstone CDD
Series 2019 - Morgan's Glen
Summary of Requisition(s): 106

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
106	Avid Trails	\$ 6,580.00	Please reference invoice(s) Fieldstone-06 on the payment.	Avid Trails PO Box 527 Lambertville, NJ 08530
Total		\$ 6,580.00		

Fieldstone Community Development District

Review of District Financial Statements

Fieldstone CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service Fund (S2019, MG)	Debt Service Fund (S2021B)	Construction Fund (S2019, MG)	Construction Fund (S2021B)	Long-Term Debt Fund	Total
<u>Assets</u>							
<u>Current Assets</u>							
General Checking Account	\$17,654.35						\$17,654.35
Debit Card	493.62						493.62
Prepaid Expenses	7,202.63						7,202.63
Deposits	2,000.00						2,000.00
Debt Service Reserve (Series 2019)		\$166,058.44					166,058.44
Debt Service Reserve (Morgan's Glen)		91,058.75					91,058.75
Revenue (Series 2019)		226,835.37					226,835.37
Revenue (Morgan's Glen)		134,252.21					134,252.21
Interest A1 (Series 2019)		0.20					0.20
Interest A1 (Morgan's Glen)		0.12					0.12
Interest A2 (Morgan's Glen)		0.05					0.05
Prepayment A2 (Series 2019)		512,728.32					512,728.32
Prepayment A2 (Morgan's Glen)		830,430.82					830,430.82
Sinking Fund A1 (Series 2019)		0.06					0.06
Sinking Fund (Morgan's Glen)		0.03					0.03
Interest (Series 2021B)			\$74,799.97				74,799.97
Prepayment (Series 2021B)			273,675.00				273,675.00
Accounts Receivable - Due from Developer				\$1,875,766.71			1,875,766.71
Acquisition/Construction (Series 2019)				99,633.26			99,633.26
Acquisition/Construction (Morgan's Glen)				16,499.91			16,499.91
Restricted Acq/Constr (Morgan's Glen)				2.82			2.82
Acquisition/Construction (Series 2021B)					\$6,697.74		6,697.74
Cost of Issuance (Series 2021B)					21,700.34		21,700.34
Total Current Assets	\$27,350.60	\$1,961,364.37	\$348,474.97	\$1,991,902.70	\$28,398.08	\$0.00	\$4,357,490.72
<u>Investments</u>							
Amount Available in Debt Service Funds						\$2,309,839.34	\$2,309,839.34
Amount To Be Provided						18,070,160.66	18,070,160.66
Total Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,380,000.00	\$20,380,000.00
Total Assets	\$27,350.60	\$1,961,364.37	\$348,474.97	\$1,991,902.70	\$28,398.08	\$20,380,000.00	\$24,737,490.72

Fieldstone CDD
Statement of Financial Position
As of 9/30/2021

	General Fund	Debt Service Fund (S2019, MG)	Debt Service Fund (S2021B)	Construction Fund (S2019, MG)	Construction Fund (S2021B)	Long-Term Debt Fund	Total
<u>Liabilities and Net Assets</u>							
<u>Current Liabilities</u>							
Accounts Payable	\$45,439.53						\$45,439.53
Accounts Payable				\$1,941,858.64			1,941,858.64
Retainage Payable				939,361.42			939,361.42
Deferred Revenue				1,758,781.10			1,758,781.10
Retainage Payable					\$429,762.07		429,762.07
Accounts Payable					5,760.00		5,760.00
Total Current Liabilities	<u>\$45,439.53</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,640,001.16</u>	<u>\$435,522.07</u>	<u>\$0.00</u>	<u>\$5,120,962.76</u>
<u>Long Term Liabilities</u>							
Revenue Bonds Payable - Long-Term						\$20,380,000.00	\$20,380,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$20,380,000.00</u>	<u>\$20,380,000.00</u>
Total Liabilities	<u>\$45,439.53</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$4,640,001.16</u>	<u>\$435,522.07</u>	<u>\$20,380,000.00</u>	<u>\$25,500,962.76</u>
<u>Net Assets</u>							
Net Assets, Unrestricted	\$43,231.74						\$43,231.74
Current Year Net Assets, Unrestricted	2,464.09						2,464.09
Net Assets - General Government	5,970.95						5,970.95
Current Year Net Assets - General Government	(69,755.71)						(69,755.71)
Net Assets, Unrestricted		\$676,334.67					676,334.67
Current Year Net Assets, Unrestricted		1,285,029.70					1,285,029.70
							0.00
Current Year Net Assets, Unrestricted			348,474.97				348,474.97
Net Assets, Unrestricted				\$4,610,525.88			4,610,525.88
Current Year Net Assets, Unrestricted				(7,258,624.34)			(7,258,624.34)
							0.00
Current Year Net Assets, Unrestricted					(407,123.99)		(407,123.99)
Total Net Assets	<u>(\$18,088.93)</u>	<u>\$1,961,364.37</u>	<u>\$348,474.97</u>	<u>(\$2,648,098.46)</u>	<u>(\$407,123.99)</u>	<u>\$0.00</u>	<u>(\$763,472.04)</u>
Total Liabilities and Net Assets	<u>\$27,350.60</u>	<u>\$1,961,364.37</u>	<u>\$348,474.97</u>	<u>\$1,991,902.70</u>	<u>\$28,398.08</u>	<u>\$20,380,000.00</u>	<u>\$24,737,490.72</u>

Fieldstone CDD
Statement of Activities
As of 9/30/2021

	General Fund	Debt Service Fund (S2019, MG)	Debt Service Fund (S2021B)	Construction Fund (S2019, MG)	Construction Fund (S2021B)	Long-Term Debt Fund	Total
<u>Revenues</u>							
On-Roll Assessments	\$202,449.82						\$202,449.82
Off-Roll Assessments	368,815.94						368,815.94
Other Assessments	3,858.96						3,858.96
Developer Contributions	10,152.01						10,152.01
Other Income & Other Financing Sources	210.83						210.83
Inter-Fund Transfers In	2,464.09						2,464.09
On-Roll Assessments		\$351,529.42					351,529.42
Off-Roll Assessments		734,266.19					734,266.19
Other Assessments		4,634,515.74					4,634,515.74
Inter-Fund Group Transfers In		2,875.81					2,875.81
Other Assessments			\$273,675.00				273,675.00
Debt Proceeds			74,798.89				74,798.89
Developer Contributions				\$5,733,583.95			5,733,583.95
Other Income & Other Financing Sources				130,592.03			130,592.03
Inter-Fund Transfers In				(5,339.90)			(5,339.90)
Other Income & Other Financing Sources					\$7,116.18		7,116.18
Debt Proceeds					3,972,601.11		3,972,601.11
Total Revenues	\$587,951.65	\$5,723,187.16	\$348,473.89	\$5,858,836.08	\$3,979,717.29	\$0.00	\$16,498,166.07
<u>Expenses</u>							
Supervisor Fees	\$12,200.00						\$12,200.00
POL Insurance	2,421.00						2,421.00
Trustee Services	13,199.57						13,199.57
District Management	40,000.00						40,000.00
Engineering	64,237.90						64,237.90
Dissemination Agent	10,000.00						10,000.00
District Counsel	28,000.00						28,000.00
Assessment Administration	12,500.00						12,500.00
Audit	7,200.00						7,200.00
Postage & Shipping	586.41						586.41
Legal Advertising	2,534.84						2,534.84
Miscellaneous	10,163.28						10,163.28
Property Taxes	47.90						47.90
Web Site Maintenance	2,400.00						2,400.00

Fieldstone CDD
Statement of Activities
As of 9/30/2021

	General Fund	Debt Service Fund (S2019, MG)	Debt Service Fund (S2021B)	Construction Fund (S2019, MG)	Construction Fund (S2021B)	Long-Term Debt Fund	Total
Dues, Licenses, and Fees	175.00						175.00
Activities Director	989.23						989.23
Electric	19,924.09						19,924.09
Clubhouse Electric	14,407.10						14,407.10
Water Reclaimed	12,870.79						12,870.79
Stormwater - Repair and Maintenance	14,200.00						14,200.00
Amenity - Cable TV / Internet	7,770.72						7,770.72
Amenity - Landscape Maintenance	57,072.00						57,072.00
Amenity - Irrigation Repairs	10,630.27						10,630.27
Amenity - Pool Maintenance	11,750.00						11,750.00
Amenity - Janitorial	9,774.47						9,774.47
Amenity - Pest Control	18,108.40						18,108.40
Amenity - R&M Building	615.00						615.00
Amenity - Equipment Rental	3,544.50						3,544.50
Amenity - Security	6,990.14						6,990.14
Equipment Rental	23,644.10						23,644.10
General Insurance	2,960.00						2,960.00
Property & Casualty Insurance	14,272.00						14,272.00
Irrigation - Repair and Maintenance	5,327.94						5,327.94
Lake Maintenance	46,635.00						46,635.00
Landscaping Maintenance & Material	118,210.60						118,210.60
Landscape Improvements	17,441.24						17,441.24
Contingency	250.00						250.00
Equipment Repair & Maintenance	1,948.00						1,948.00
Cleaning	29,386.50						29,386.50
Lighting	906.92						906.92
Principal Payment - S19A1		\$150,000.00					150,000.00
Principal Payment - S19A2		2,640,000.00					2,640,000.00
Principal Payment - S19A1 Morgan's Glen		85,000.00					85,000.00
Principal Payment - S19A2 Morgan's Glen		345,000.00					345,000.00
Interest Payments - S19A1		507,877.50					507,877.50
Interest Payments - S19A2		177,486.25					177,486.25
Interest Payments - S19A1 Morgan's Glen		275,020.00					275,020.00
Interest Payments - S19A2 Morgan's Glen		257,855.00					257,855.00

Fieldstone CDD
Statement of Activities
As of 9/30/2021

	General Fund	Debt Service Fund (S2019, MG)	Debt Service Fund (S2021B)	Construction Fund (S2019, MG)	Construction Fund (S2021B)	Long-Term Debt Fund	Total
Engineering				\$466,125.32			466,125.32
Contingency				12,651,436.33			12,651,436.33
Trustee Services					\$5,725.00		5,725.00
Management					10,000.00		10,000.00
Engineering					58,043.00		58,043.00
Dissemination Agent					1,000.00		1,000.00
District Counsel					35,000.00		35,000.00
Trustee Counsel					11,000.00		11,000.00
Bond Counsel					40,000.00		40,000.00
Assessment Administration					25,000.00		25,000.00
Contingency					2,379,815.31		2,379,815.31
Developer Repayment					1,821,269.45		1,821,269.45
Total Expenses	<u>\$655,294.91</u>	<u>\$4,438,238.75</u>	<u>\$0.00</u>	<u>\$13,117,561.65</u>	<u>\$4,386,852.76</u>	<u>\$0.00</u>	<u>\$22,597,948.07</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>							
Interest Income	\$51.64						\$51.64
Interest Income		\$81.29					81.29
Interest Income			\$1.08				1.08
Interest Income				\$101.23			101.23
Interest Income					\$11.48		11.48
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$51.64</u>	<u>\$81.29</u>	<u>\$1.08</u>	<u>\$101.23</u>	<u>\$11.48</u>	<u>\$0.00</u>	<u>\$246.72</u>
Change In Net Assets	(\$67,291.62)	\$1,285,029.70	\$348,474.97	(\$7,258,624.34)	(\$407,123.99)	\$0.00	(\$6,099,535.28)
Net Assets At Beginning Of Year	<u>\$49,202.69</u>	<u>\$676,334.67</u>	<u>\$0.00</u>	<u>\$4,610,525.88</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$5,336,063.24</u>
Net Assets At End Of Year	<u><u>(\$18,088.93)</u></u>	<u><u>\$1,961,364.37</u></u>	<u><u>\$348,474.97</u></u>	<u><u>(\$2,648,098.46)</u></u>	<u><u>(\$407,123.99)</u></u>	<u><u>\$0.00</u></u>	<u><u>(\$763,472.04)</u></u>

Fieldstone CDD
Budget to Actual
For the Month Ending 09/30/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
On-Roll Assessments	\$ 202,449.82	\$ 571,414.50	\$ (368,964.68)	\$ 571,414.50
Off-Roll Assessments	368,815.94	-	368,815.94	-
Other Assessments	3,858.96	-	3,858.96	-
Developer Contributions	10,152.01	-	10,152.01	-
Other Income & Other Financing Sources	210.83	-	210.83	-
Net Revenues	\$ 585,487.56	\$ 571,414.50	\$ 14,073.06	\$ 571,414.50
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 12,200.00	\$ 12,000.00	\$ 200.00	\$ 12,000.00
POL Insurance	2,421.00	2,537.00	(116.00)	2,537.00
Trustee Services	13,199.57	6,000.00	7,199.57	6,000.00
District Management	40,000.00	40,000.00	-	40,000.00
Engineering	64,237.90	25,000.00	39,237.90	25,000.00
Dissemination Agent	10,000.00	10,000.00	-	10,000.00
District Counsel	28,000.00	25,000.00	3,000.00	25,000.00
Assessment Administration	12,500.00	12,500.00	-	12,500.00
Reamortization Schedules	-	250.00	(250.00)	250.00
Audit	7,200.00	6,000.00	1,200.00	6,000.00
Arbitrage Calculation	-	1,200.00	(1,200.00)	1,200.00
Postage & Shipping	586.41	100.00	486.41	100.00
Legal Advertising	2,534.84	5,000.00	(2,465.16)	5,000.00
Miscellaneous	10,163.28	5,000.00	5,163.28	5,000.00
Property Taxes	47.90	-	47.90	-
Web Site Maintenance	2,400.00	2,700.00	(300.00)	2,700.00
Dues, Licenses, and Fees	175.00	175.00	-	175.00
Activities Director of Fun	989.23	20,000.00	(19,010.77)	20,000.00
Maintenance Staff	-	8,000.00	(8,000.00)	8,000.00
Mitigation	-	1,200.00	(1,200.00)	1,200.00
Stormwater - Repair and Maintenance	14,200.00	10,000.00	4,200.00	10,000.00
Total General & Administration Expenses	\$ 220,855.13	\$ 192,662.00	\$ 28,193.13	\$ 192,662.00

Fieldstone CDD
 Budget to Actual
 For the Month Ending 09/30/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Brightwood Pavilion - Amenity</u>				
Clubhouse Electric	\$ 14,407.10	\$ 6,000.00	\$ 8,407.10	\$ 6,000.00
Clubhouse Water	-	360.00	(360.00)	360.00
Amenity - Cable TV / Internet / Wi-Fi	7,437.74	6,600.00	837.74	6,600.00
Amenity - Landscape Maintenance	57,072.00	10,000.00	47,072.00	10,000.00
Amenity - Irrigation Repairs	10,228.29	-	10,228.29	-
Amenity - Pool Maintenance	11,750.00	10,800.00	950.00	10,800.00
Amenity - Exterior Cleaning	9,531.98	6,840.00	2,691.98	6,840.00
Amenity - Interior Cleaning	-	4,800.00	(4,800.00)	4,800.00
Amenity - Pest Control	16,555.22	-	16,555.22	-
Amenity - R&M Building	615.00	-	615.00	-
Amenity - Fitness Equipment Leasing	3,544.50	8,340.00	(4,795.50)	8,340.00
Amenity - Envera Security - 8 monitored Camaras	6,990.14	9,528.00	(2,537.86)	9,528.00
Total Brightwood Pavilion - Amenity Expenses	\$ 138,131.97	\$ 63,268.00	\$ 74,863.97	\$ 63,268.00
<u>Riverfield Verandah - Amenity</u>				
Clubhouse Electric	\$ -	\$ 3,750.00	\$ (3,750.00)	\$ 3,750.00
Clubhouse Water	-	270.00	(270.00)	270.00
Amenity - Cable TV / Internet / Wi-Fi	332.98	3,000.00	(2,667.02)	3,000.00
Amenity - Landscape Maintenance	-	4,500.00	(4,500.00)	4,500.00
Amenity - Irrigation Repairs	401.98	-	401.98	-
Amenity - Pool Maintenance	-	6,480.00	(6,480.00)	6,480.00
Amenity - Exterior Cleaning	242.49	4,500.00	(4,257.51)	4,500.00
Amenity - Interior Cleaning	-	3,555.00	(3,555.00)	3,555.00
Amenity - Pest Control	1,553.18	-	1,553.18	-
Amenity - Envera Security - 8 monitored Camaras	-	5,359.50	(5,359.50)	5,359.50
Total Riverfield Verandah - Amenity Expenses	\$ 2,530.63	\$ 31,414.50	\$ (28,883.87)	\$ 31,414.50

Fieldstone CDD
 Budget to Actual
 For the Month Ending 09/30/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Field Expenses</u>				
Electric	\$ 19,924.09	\$ 12,000.00	\$ 7,924.09	\$ 12,000.00
Equipment Rental	23,644.10	10,000.00	13,644.10	10,000.00
General Insurance	2,960.00	2,819.00	141.00	2,819.00
Property & Casualty Insurance	14,272.00	7,251.00	7,021.00	7,251.00
Water Reclaimed	12,870.79	15,000.00	(2,129.21)	15,000.00
Irrigation - Repair and Maintenance	5,327.94	5,000.00	327.94	5,000.00
Lake Maintenance	46,635.00	25,000.00	21,635.00	25,000.00
Landscaping Maintenance & Material	118,210.60	150,000.00	(31,789.40)	150,000.00
Landscape Improvements	17,441.24	10,000.00	7,441.24	10,000.00
Contingency	250.00	-	250.00	-
Equipment Repair & Maintenance	1,948.00	5,000.00	(3,052.00)	5,000.00
Street Sweeping	29,386.50	5,000.00	24,386.50	5,000.00
Lighting	906.92	2,000.00	(1,093.08)	2,000.00
Streetlights - Leasing	-	35,000.00	(35,000.00)	35,000.00
Total Field Expenses	\$ 293,777.18	\$ 284,070.00	\$ 9,707.18	\$ 284,070.00
Total Expenses	\$ 655,294.91	\$ 571,414.50	\$ 83,880.41	\$ 571,414.50
Income (Loss) from Operations	\$ (69,807.35)	\$ -	\$ (69,807.35)	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 51.64	\$ -	\$ 51.64	\$ -
Total Other Income (Expense)	\$ 51.64	\$ -	\$ 51.64	\$ -
Net Income (Loss)	\$ (69,755.71)	\$ -	\$ (69,755.71)	\$ -