

North River Ranch Improvement Stewardship District

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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, March 9, 2022 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

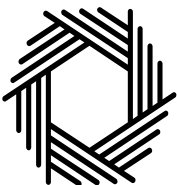
1. Consideration of the Minutes of the February 9, 2022, Board of Supervisors Meeting
2. Review and Consideration of the North River Ranch CDD Updated Supplemental Methodology for Series 2020A Bonds
3. Discussion of the 2019A2 Bonds A2 Trust Accounts
4. Discussion of the Amenity Facility Licensing Policies
5. Review and Consideration of the Eco-Logic Services Proposal for the Fieldstone Neighborhood
6. Review and Consideration of the Eco-Logic Services Proposal for the North River Ranch Phases 4A & 4B
7. Review and Consideration of the MindBody Purchase Order Form
8. Review and Consideration of Change Order No.11, North River Ranch 4A & 4B
9. Ratification of the North River Ranch ISD Funding Request No. 65 – No. 81
10. Review of District Financial Statements

Other Business

Staff Reports

District Counsel
District Engineer
District Manager

Supervisor Requests and Audience Comments



pfm

Adjournment



pfm

**North River Ranch Improvement
Stewardship District**

Consideration of the Minutes of the February 9,
2022, Board of Supervisors Meeting

MINUTES OF MEETING

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

Wednesday, February 9, 2022 at 1:30 p.m.

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

Board Members present via phone or in person:

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

Also present via phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC	
Venessa Ripoll	District Manager- PFM Group Consulting LLC	(via phone)
Jonathan Johnson	District Counsel- Kutak Rock LLP	(via phone)
Rob Engle	District Engineer- Stantec	(via phone)
Chris Fisher	Clearview Land Designs	(via phone)
Tom Panaseney	Neal Communities	(via phone)
Jim Schier	Neal Communities	
John McKay	J.H. McKay, LLC	
Faith Santoro	Lifestyle Director	
Kevin Plenzler		(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The Board of Supervisors' Meeting for North River Ranch ISD was called to order at 1:34 p.m. Ms. Carvalho proceeded with roll call and confirmed quorum to proceed with the meeting. Those in attendance are outlined above either in person or via speakerphone.

Public Comment Period

There were no comments from the public.

SECOND ORDER OF BUSINESS

Business Matters

**Consideration of the Minutes of
the January 12, 2022 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the January 12, 2022 Board of Supervisors' Meeting. An error on the 4th order of business was discussed, to change Neal District to North River Ranch ISD.

ON MOTION by Ms. Snow, seconded by Mr. Williams, with all in favor, the Board approved the Minutes of the January 12, 2022 Board of Supervisors' Meeting, as amended.

Ratification of Ardurra Contract

Ms. Carvalho requested a motion to ratify the Ardurra Contract.

ON MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board ratified the Ardurra Contract.

**Review and Consideration of
GeoPoint Surveying, Inc. Proposal**

Mr. Fisher reviewed the GeoPoint Surveying, Inc. proposal with the Addendum to be included.

ON MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the GeoPoint Surveying, Inc Proposal with the Addendum to be included.

**Review and Consideration of
Stantec Work Authorization No. 2,
Professional Services for the**

**North River Ranch Improvement
Stewardship District**

Mr. Engle reviewed Stantec work authorization No 2, for professional services totaling \$4,800.00. The project comprises providing operational site access analysis for a 325 unit active adult community located at the northeast corner of Road FF and Fort Hamer.

ON MOTION by Mr. Weidemiller, seconded by Ms. Snow, with all in favor, the Board approved Stantec work authorization No 2, for professional services.

**Review and Consideration Of
North River Ranch Phase 4A & 4B-
Landscaping & Irrigation Project
of Recommendation of Award**

Mr. Engle advised the Board that on 1-28-22 the Board received 3 bids for the Landscaping & Irrigation Project. All 3 bids were evaluated and the lowest qualified bid was Mike Armstrong Landscaping, Inc. at \$1,021,435.50. Mr. Engle recommended award of the contract to Mike Armstrong Landscaping, Inc.

ON MOTION by Mr. Weidemiller, seconded by Mr. Blakley, with all in favor, the Board approved the award for Landscaping and Irrigation Project to Mike Armstrong Landscaping, Inc at \$1,021,435.50.

**Review and Consideration of
Rules and Regulations for
Amentity Facilities**

Ms. Snow provided an overview of the proposed revisions for the Amenity Facility items that were added are, no use of tobacco or marijuana products including cigarettes, spit tobacco or e-cigarettes is permitted within the Amenity Facilities. The right not to lease the Facilities if adequate staff is not available, and the facility will be available until 9:00 p.m. Lost and found items will be kept for 3 months and valued items will be kept for 1 year. Items not claimed within the time frame will be donated. Review of the Lifestyle Director office hours. Lastly, removed from the Rules and Regulations is personal trainers needing to be preapproved before using the facility.

ON MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved the Rules and Regulations for the Amenity Facilities.

The Board reviewed the North River Ranch ISD Funding Requests # 51-64.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board ratified the North River Ranch ISD Funding Requests # 51-64.

Ratification of Fieldstone Requisitions Morgan's Glen Project # 2021-09 – 2021-28

The Board reviewed the Fieldstone Requisition's Morgan's Glen Project # 2021-09 – 2021-28.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board ratified the Fieldstone Requisitions Morgan's Glen Project # 2021-09 – 2021-28.

Review of District Financial Statements

The Board reviewed the District Financial Statements through December 31, 2021.

ON MOTION by Mr. Williams, seconded by Mr. Leinaweaver, with all in favor, the Board accepted the District Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Mr. Johnson advised the Board the Boundary Amendment is advancing. He discussed the Implementation Lobby Ban #12 Amendment does not effect Board Members as they are not considered Public Officials for purposes of the Lobby Ban. Lastly, NRR Phase 1C & 1D West project Facility Damage, that was discovered during the building inspection by Manatee County. Mr. Hall was known to be working in the area of the damaged building but has declined to accept responsibility for the damage. District Counsel chose to exercise Self Help Remedies under the contract due to pressures to get the facilities open to the community. There is sufficient retainage under the Jon Hall contract to cover the estimated \$300,000.00, which was quoted by RIPA.

District Counsel recommended a motion for the Chair and Vice Chair to enter into a contract with RIPA to repair the damages.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the Board approved entering into a contract with RIPA to repair damages.

District Engineer – Mr. Engle had no report.
Mr. Fisher had no report

District Manager – Ms. Carvalho noted for the record that the next scheduled meeting will be March 9, 2022 at 1:30 p.m. The Board discussed continuing this meeting to February 24, 2022 at 11:00 a.m.

FOURTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

Mr. Williams discussed with the Board possible waivers and indemnification forms for utilization of the Club. Ms. Carvalho will schedule a call with Mr. Williams and Mr. Johnson to finalize the documents to go before the Board to be approved. Mr. Williams advised one document would be for assignment usage rights from property owners to renters. Ms. Santoro asked the Board for clarification about specific documents needed before holding upcoming event with multiple parties. The Board advised Ms. Snow to use District forms. The Board also discussed making hybrid forms for these types of events. Mr. Williams asked about sovereign immunity limitations for insurance.

Ms. Santoro provided a community update for the Board in which there is a meet and greet scheduled and occurred on February 5, 2022 . There were approximately 25 people attended. A phone and email have been established for the Director of Fun also known as

Lifestyle Director. Orientation dates and office hours have been established and published.

FIFTH ORDER OF BUSINESS

Continuance

Ms. Carvalho requested as there was no further business to come before the Board for a motion to continue the meeting to February 24, 2022 at 11:00 a.m.

ON MOTION by Mr. Williams, seconded by Ms. Snow, with all in favor, the February 9, 2022 Board of Supervisor's Meeting for the North River Ranch Improvement Stewardship District was continued at 2:12 p.m. to February 24, 2022 at 11:00 a.m. at 8141 Lakewood Main Street, Bradenton, FL 34202.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

North River Ranch Improvement Stewardship District

Review and Consideration of the North River
Ranch CDD Updated Supplemental
Methodology for Series 2020A Bonds



SUPPLEMENTAL ASSESSMENT REPORT PHASE 1 PROJECT SERIES 2020A BONDS, NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT

November 2020 – Updated March 2022

Prepared for:

**Members of the Board of Supervisors,
North River Ranch Community Development District**

Prepared on March 9, 2022

PFM Financial Advisors LLC
3051 Quadrangle Boulevard, Ste 270
Orlando, FL 32817



**SUPPLEMENTAL ASSESSMENT REPORT PHASE 1 PROJECT, SERIES 2020A BONDS
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT**

March 9, 2022

1.0 Introduction

1.1 Purpose

This Supplemental Assessment Report Phase 1 Project, Series 2020A Bonds (“Supplemental Report”) provides a methodology for allocating the assessments securing the repayment of the planned Series 2020A-1, Series 2020A-2, Series 2020A-3 Capital Improvement Revenue Bonds, (collectively, “Bonds” or “Series 2020A Bonds”) to be issued by North River Ranch Community Development District (the “District”). This Supplemental Report applies and operates pursuant to the methodology outlined in the Master Assessment Methodology Report North River Ranch Community Development District (“Master Report”) dated March 3, 2020.

The District consisting of 1,295.5 gross acres is currently planned to be developed in 18 phases or subphases ultimately providing infrastructure supporting the development of approximately 2,880 residential units. The Phase IV-A & IV-B Project (“Phase 1 Project”), as outlined in Exhibit C of the Engineer’s Report, consists of a portion of certain offsite shared roadway improvements as well as the master and neighborhood infrastructure for Phase IV-A/IV-B and is estimated to cost \$17.2 million. The assessable properties located within the District receive special benefit from the Phase 1 Project. The District will issue the Series 2020A Bonds to finance a portion of the Phase 1 Project in the estimated amount of \$16.9 million (the “Series 2020 Project”). The Series 2020A Bonds and associated assessments (“Series 2020A Assessments”) will provide for the construction or acquisition of assessable improvements to certain properties located within the District’s Phase 1 as well as the District’s additional approximately 17 future phases (“Future Phases”). The methodology described herein allocates the cost of the Series 2020 Project to certain properties within the District, based upon the benefits those properties receive from those improvements.

This Supplemental Report is designed to conform to the requirements of Chapters 170 and 190 of the Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.



1.2 Background

The District was created on April 5, 2018. The District encompasses approximately 1,295.5 acres in Manatee County. The North River Ranch Community Development District Report of District Engineer, dated February 2020 and the North River Ranch Community Development District Report of District Engineer Supplemental Report Phases IV-A & IV-B for Phase I Project, dated October 14, 2020, (collectively, the “Engineer’s Report”)¹ as provided by Clearview Land Design P.L. (“District Engineer”) provides a description of the area and a location map.

This master assessment report provides a methodology to allocate the debt over the approximately 1,295.5 acres in the District that will receive a special benefit from the installation of the proposed District’s portion of the capital improvement plan (“CIP”). It is the District’s debt-funded capital infrastructure improvements that will allow the development of the lands within the District. By making development of the lands within the District possible, the District creates benefits to the lands within the District.

The methodology described herein allocates the District’s debt to the District’s lands based upon the benefits received from the infrastructure program. This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.²

1.3 Projected Land Use Plan for the District’s Phase 1

The methodology described herein initially allocates the District’s debt over the gross acreage in the District on an equal acreage basis. As such acreage is sold with entitlements transferred thereto or is developed and platted, the Series 2020A Assessments are allocated on a per lot basis.

The Series 2020A Assessments levied in connection with the Series 2020A-1 Bonds (the “Series 2020A-1 Assessments”) will initially be allocated over all acreage within the District. The Series 2020A-1 Assessments will then be allocated on a per lot basis upon sale of property with specific entitlements transferred thereon or platting of the units within Phase 1 of the Development planned for 382 residential lots. Based on the sizing of the Series 2020A-1 Bonds, it is anticipated the Series 2020A-1 Assessments levied in connection with the Series 2020A-1 Bonds will be allocated to the assessable units within Phase IV-A/IV-B of the District as illustrated in Tables 4 and 5 herein which includes approximately 166.9 acres of land within the District planned for 382 residential units.

The Series 2020A Assessments levied in connection with the Series 2020A-2 Bonds (the “Series 2020A-2 Assessments”) will initially be allocated over all acreage within the District. The Series 2020A-2 Assessments will then be allocated per lot basis upon sale of property with specific entitlements transferred thereon or platting of the units within Phase IV-A/IV-B of the District which includes approximately 166.9 acres of land within the District originally planned for 382 residential lots. Based on

¹ Clearview Land Design, P.L., (September 2020), “North River Ranch Community Development District”

² See for City of Winter Springs v. State, 776 So.2d 255 (Fla 2003) and City of Boca Raton, v. State, 595 So.2d 25 (Fla 1992)



the sizing of the Series 2020A-2 Bonds, it is anticipated that the Series 2020A-2 Assessments levied in connection with the Series 2020A-2 Bonds will be allocated to the assessable units within Phase IV-A/IV-B of the District as illustrated in Tables 4 and 5 herein which includes approximately 166.9 acres of land within the District planned for 382 residential units (revised to 377 lots inclusive of Single Family 50' lots).

The Series 2020A Assessments levied in connection with the Series 2020A-3 Bonds (the "Series 2020A-3 Assessments") will initially be allocated over all acreage within the District. Upon platting of the 382 lots within Phase IV-A/IV-B of the District, the Series 2020A-3 Assessments will be allocated to the undeveloped acreage in the District planned for the remaining 2,502 residential lots within the Future Phases of the District and includes approximately 1,128.6 acres of land. The Series 2020A-3 Bonds were sized to correspond to the 2,502 residential lots within the Future Phases of the District. Upon platting of the 2,502 residential lots within the Future Phases of the District, the Series 2020A-3 Assessments will be assigned to such lots as set forth in Table 6 herein.

This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject. This Supplemental Report addresses the allocation of the costs of the Series 2020 Project to these developable properties located within the District that receive a special benefit from the Series 2020 Project. Table 1 identifies the property and planned unit types within the District that are ultimately anticipated to be subject to the Series 2020A Assessments. Table 2 represents the actual unit count of 377 lots, incorporating Single Family 50' lots, which were not incorporated as part of the November 2020 report.

Table 1. Development Plan for North River Ranch - Original

<u>Unit Type*</u>	<u>Phase IV-A/IV-B</u>	<u>Future Phases</u>	<u>Total</u>
Attached Villas 35'	118	-	118
Single Family 45'	137	-	137
Single Family 50'	0	2,498	2,498
Single Family 57'	<u>127</u>	-	<u>127</u>
Total	382	2,498	2,880

Source: Clearview Land Design, P.L.

*Per the Developer, the unit mix for future phases is not planned at this time, assuming a single family 50' lot for estimating purposes. The number of units and timing of units is subject to change, the max number of units approved for the District is 3,842.

Table 2. Development Plan for North River Ranch – Updated with SF 50' Lots

<u>Unit Type*</u>	<u>Phase IV-A/IV-B</u>	<u>Future Phases</u>	<u>Total</u>
Attached Villas 35'	118	-	118
Single Family 45'	99	-	99
Single Family 50'	33	2,503	2,536
Single Family 57'	<u>127</u>	-	<u>127</u>
Total	377	2,503	2,880

Source: Clearview Land Design, P.L.



1.4 CIP - Infrastructure Installation

The District will construct its public infrastructure and improvements as outlined in the Engineer's Report, as prepared by the District Engineer. The District infrastructure and improvements for the District's entire CIP are presented in Table 3, which are inclusive of shared master infrastructure off-site improvements.

Table 3. Summary of CIP Cost Estimates

	<u>Fieldstone Cost Share Agreement</u>	<u>North River Ranch</u>	<u>Phase I Project Costs</u>
Stormwater, Drainage & Earthwork	-	\$3,342,500	\$3,342,500
Roadways & Paving	\$4,331,030	\$2,196,500	\$2,196,500
Water, Wastewater & Reclaimed Water	-	\$3,056,000	\$3,056,000
Landscape & Hardscape	-	\$1,021,000	\$1,021,000
Recreational Facilities	-	\$125,000	\$125,000
Power & Street Lights	-	\$687,600	\$687,600
Subtotal	\$4,331,030	\$10,428,600	\$14,759,630
Professional Services (7%)	-	\$730,002	\$730,002
Contingency (15%)	-	<u>\$1,673,790</u>	<u>\$1,673,790</u>
TOTAL:	\$4,331,030	\$12,832,392	\$17,163,422

Source: Clearview Land Design, P.L.

(1) Any costs outlined in the Engineer's Report not funded with bond proceeds will be funded via Developer's Agreement with the District.

1.5 Requirements of a Valid Assessment Methodology

In PFM Financial Advisors LLC, the Assessment Consultant's ("PFM FA" and/or "AC") experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is impossible, and, accordingly, a special assessment is valid as long as there is a logical relationship between the services provided and the benefit to real property. A court must give deference to the District's determinations regarding the levy of special assessments, and such special assessments are only invalid if the District's determinations are found to be arbitrary.



1.6 Special Benefits and General Benefits

Improvements undertaken by the District create both special benefits and general benefits to property owners located within and surrounding the District. However, in our opinion, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special benefits which accrue to property located within the District. It is the District's CIP that enables properties within the District's boundaries to be developed. Without the District's CIP there would be no infrastructure to support development of land within the District. Without these improvements, development of property in the District would not be permitted.

The new infrastructure improvements included in the CIP create both: (1) special benefits to the developable property within the District and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the developable property within the District. The CIP described in the District Engineer's Report enables the developable property within the District to be developed. Without the CIP, there would be no infrastructure to support development of the developable property within the District.



2.0 Series 2020A Bonds Plan of Finance

The District's Series 2020A Bonds will have a maximum total par value of \$16,895,000. Table 4 presents the details for the Series 2020A Bonds.

Table 4. Details of the Series 2020A Bonds

Sources:	Series 2020A-1	Series 2020A-2	Series 2020A-3	TOTAL
Bond Proceeds:				
Par Amount	\$7,670,000	\$5,010,000	\$4,215,000	\$16,895,000
Uses:				
Project Fund Deposits:				
Project Fund	\$6,923,928	\$4,554,684	\$3,796,578	\$15,275,190
Other Fund Deposits:				
Capitalized Interest Fund	\$272,378	\$187,040	\$177,967	\$637,384
Debt Service Reserve Fund 50% MADS	\$224,050	\$0	\$0	\$224,050
Debt Service Reserve Fund Annual Interest		\$105,210	\$100,106	\$205,316
SUBTOTAL	\$496,428	\$292,250	\$278,073	\$1,066,751
Deliver Date Expenses:				
Cost of Issuance	\$96,244	\$62,866	\$56,049	\$215,159
Underwriter's Discount	\$153,400	\$100,200	\$84,300	\$337,900
SUBTOTAL	\$249,644	\$163,066	\$140,349	\$553,059
TOTAL	\$7,670,000	\$5,010,000	\$4,215,000	\$16,895,000
Maximum Annual Debt Service	\$448,100	\$210,420	\$200,213	\$858,733
Average Coupon Rate	4.14%	4.20%	4.75%	

Source: MBS Capital Markets LLC

3.0 Assessment Methodology

3.1 Overview

The assessment methodology consists of five steps described below. First, the District Engineer estimates the costs for the District improvements needed for the buildout of the District. Second, the District Engineer determines the gross acres that benefit from the Phase 1 Project. Third, the District's bond underwriter and AC determine the total funding amount (including financing costs) needed to acquire and/or construct a portion of the Phase 1 Project. Fourth, consistent with the Master Report, this amount is initially divided equally among the benefited properties in the District on a gross assessable



acreage basis. Finally, as land is sold with entitlements or platted, the debt is allocated on a per lot basis on the assessable lands within the District.

As described more fully below, the District is issuing \$16,895,000 in Series 2020A Bonds to fund a portion of the Phase 1 Project to provide for a debt service reserve account, to capitalize a portion of the interest on the Series 2020A Bonds, and to fund other costs associated with issuing the Series 2020A Bonds. It is the debt represented by the Series 2020A Bonds that is anticipated to be fully allocated to properties within the District that benefit from the Series 2020 Project.

3.2 Assessment Allocation

The assessment methodology allocates debt to specific properties in the District based upon the benefit that each one receives from the Series 2020 Project funded by proceeds of the Series 2020A Bonds. The improvements proposed for Phase 1 Project in the District to be acquired and/or constructed with District funds will benefit all acres in the District. Each of the acres of land within the District will initially share equally in the benefits/costs bestowed by such improvements and upon sale with entitlements transferred thereto or property is developed and platted the special assessments securing the Series 2020A Bonds will be allocated on a per lot basis, as illustrated in Table 5 and Table 7.

More specifically, the Series 2020A-1 Assessments levied in connection with the Series 2020A-1 Bonds will initially be levied on an equal acreage basis over all acreage within the District and then be allocated on a per unit basis as illustrated in Tables 5 and 6 upon the sale of property with specific entitlements transferred thereto or platting within Phase IV-A/IV-B of District planned for 377 residential lots. The Series 2020A-1 Bonds were sized to correspond to the collection of Series 2020A-1 Assessments from all 377 residential units planned for Phase 1 of the District. The Series 2020A-2 Assessments levied in connection with the Series 2020A-2 Bonds will initially be levied on an equal acreage basis over all acreage within the District and will subsequently be allocated on a per unit basis as illustrated in Tables 5 and 6 to all 377 residential lots within Phase 1 of the District upon the sale of property with specific entitlements transferred thereto or upon development completion and platting within Phase IV-A/IV-B of the District. The Series 2020A-3 Assessments levied in connection with the Series 2020A-3 Bonds will initially be levied on an equal acreage basis over all acreage within the District. Upon platting of the 377 residential lots within Phase IV-A/IV-B of the District, the Series 2020A-3 Assessments will then be allocated to the undeveloped acreage within the Future Phases of the District planned for the remaining 2,503 residential lots. The Series 2020A-3 Assessments were sized to correspond to the 2,503 residential lots within the Future Phases of the District. Upon the sale of property with specific entitlements transferred thereto or upon development completion and platting of the 2,503 residential lots planned in the Future Phases of the District, the Series 2020A-3 Assessments will be assigned to such lots as illustrated in Table 7. The Series 2020A-1 Assessments are expected to be paid annually over a thirty (30) year period while the Series 2020A-2 Assessments and Series 2020A-3 Assessments are expected to be prepaid by the Developer at the time of home closing with a retail buyer.



As noted above, if two basic principles are adhered to, Florida law generally allows the District Board some latitude in determining the appropriate methodology to allocate the costs of its CIP to benefiting properties in the District. The two principles are: (1) the properties being assessed must receive a special benefit from the CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties.

In allocating special assessments to benefiting property, Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units (“ERU”), dwelling units, and acreage. These ERU values equate the benefit received by a stated amount of such land use category to the benefit received by a typical single-family residence. As adopted by the District’s Board of Supervisors in the Master Report, the use of ERU values to estimate the benefit derived from infrastructure improvements is recognized as a simple, fair, and reasonable method for apportioning benefit. The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in *Winter Springs v. State*.³ In addition, the ERU methodology is widely used in other similar CDDs.

Table 5 contains the allocation of the District’s Series 2020 Project costs, as financed, to the units planned for Phase IV-A/IV-B of the District which is anticipated to fully absorb the Series 2020A-1 Assessments and Series 2020A-2 Assessments based on the ERU value assigned to each unit. Table 6 shows the annual bond debt service assessments associated with the bond par allocations found in Table 5. Table 6 becomes important as the land within the District’s is platted, as specific bond debt service assessments will be assigned to the individual units at that time.

Table 7 contains the allocation of the District’s Series 2020 Project costs, as financed, to the units planned for Future Phases of the District which is anticipated to fully absorb the Series 2020A-3 Assessments based on the ERU value assigned to each unit. Table 6 becomes important as the land within the District’s is platted, as specific bond debt service assessments will be assigned to the individual units at that time.

³ City of Winter Springs v. State, 776 So.2d 255 (Fla 2003)



Table 5. Phase 1 - Allocation of the Costs of the Series 2020 Project, as Financed

<u>Land Use</u>	<u># Units</u>	<u>Est. Series 2020A-1 Bonds Principal per Unit</u>	<u>Est. Series 2020A-1 Bonds Gross Annual DS per Unit</u>	<u>Est. Series 2020A-2 Bonds Principal per Unit</u>	<u>Est. Series 2020A-2 Bonds Net Annual DS per Unit*</u>	<u>Est. Total Series 2020A Debt Per Unit</u>
Attached Villas 35'	118	\$16,003	\$1,005	\$9,311	\$391	\$25,315
Single Family 45'	99	\$18,639	\$1,171	\$13,908	\$584	\$32,547
Single Family 50'	33	\$21,464	\$1,348	\$15,958	\$670	\$37,422
Single Family 57'	127	\$25,417	\$1,597	\$15,809	\$664	\$41,227
Total	377					

Source: PFM Financial Advisors LLC,

Table 6. Phase 1 - Summary of Annual Assessments

<u>Land Use</u>	<u>Units</u>	<u>Series 2020A-1 Bonds Principal per Unit (1)</u>	<u>Series 2020A-1 Bonds Principal, all Units</u>	<u>Series 2020A-2 Bonds Principal per Unit</u>	<u>Series 2020A-2 Bonds Principal all Units</u>
Attached Villas 35'	118	\$16,003	\$1,888,409	\$9,311	\$1,098,704
Single Family 45'	99	\$18,639	\$1,845,294	\$13,908	\$1,376,898
Single Family 50'	33	\$21,464	\$708,303	\$15,958	\$526,620
Single Family 57'	127	\$25,417	\$3,227,994	\$15,809	\$2,007,778
Total	377		\$7,670,000		\$5,010,000

<u>Land Use</u>	<u>Series 2020A-1 Net Annual Assmts</u>	<u>Series 2020A-1 Bonds Net Annual Assmt./ Unit (1)</u>	<u>Series 2020A-2 Bonds Net Annual Assmts</u>	<u>Series 2020A-2 Bonds Net Annual Assmt./ Unit</u>
Attached Villas 35'	\$110,326	\$934.96	\$46,146	\$391.06
Single Family 45'	\$107,807	\$1,088.96	\$57,830	\$584.14
Single Family 50'	\$41,381	\$1,253.96	\$22,118	\$670.24
Single Family 57'	\$188,587	\$1,484.94	\$84,327	\$663.99
Total	\$448,100		\$210,420	

<u>Land Use</u>	<u>Total Series 2020A-1 Gross Annual Assmts</u>	<u>Series 2020A-1 Bonds Gross Annual Assmt./ Unit (1)</u>
Attached Villas 35'	\$118,630	\$1,005.34
Single Family 45'	\$115,921	\$1,170.92
Single Family 50'	\$44,495	\$1,348.35
Single Family 57'	\$202,782	\$1,596.71
Total	\$481,828	

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



Table 7. Future Phases - Allocation of the Costs of the Series 2020 Project, as Financed and Summary of Annual Assessments

Product Type	# Units*	Series 2020A-3 Bonds		Est. Series 2020A-3	Series 2020A-3	Est. Series 2020A-3
		Principal all Units	Bonds Principal per Unit	Bonds Net Annual	Bonds Net Annual DS	
Single Family 50'	2,503	\$4,215,000	\$1,684	\$200,213	\$79.99	
Total	2,503	\$4,215,000		\$200,213		

Source: PFM Financial Advisors LLC

*Per the Developer, the unit mix for future phases is not planned at this time, assuming a single family 50' lot for estimating purposes. The number of units and timing of units is subject to change, the max number of units approved for the District is 3,842.

3.3 True-Up Mechanism

Although the District does not process plats, it does have an important role to play during development. Whenever a parcel's land use and development density and intensity is determined with sufficient certainty, the District must allocate a portion of its debt to the parcel according to the procedures outlined in Section 3.2 above. In addition, the District must also prevent any buildup of debt on land that has not yet been developed. Otherwise, the land could be fully subdivided without all the debt being allocated. To preclude this, a test is conducted when development thresholds are reached within the District. If the development at these thresholds does not cause the debt on the remaining land to increase above a debt "Ceiling Level" illustrated in Table 8, then no further action is necessary. However, if the debt on the remaining land does increase, a debt reduction payment will be necessary.

The ceiling level of debt is established at the time each series of bonds is issued. For example, the District plans to issue \$16,895,000 in Series 2020A Bonds to fund the Series 2020 Project. According to the Engineer's Report, there are approximately 1,295.5 gross acres of land within the District. Each of these acres will initially be assigned an equal assessment of the \$16,895,000 in remaining unassigned bond debt assessments. The initial ceiling level of debt for gross acres within the District is \$13,041 per acre ($\$16,895,000 / 1,295.5$). This ceiling level is based upon the best information available at the time of this report, is subject to change, and will only be finalized at the time of the District's first bond issuance.

As adopted by the District's Board of Supervisors in the Master Report, a test will be conducted when 25%, 50%, 75%, and 90% of the acreage as the District is developed. The ceiling amount of debt is determined at the time any District bond issuance is closed. The ceiling amount is the ratio of the amount of debt outstanding divided by the number of acres of land for which no debt allocation has occurred as per this methodology. Table 6 below illustrates when the true-up test will be applied to determine if debt reduction payments are required. However, if the property owner can demonstrate to the District sufficient future development densities (consistent with the opinion of the District Engineer), a true-up payment may be suspended at the District's discretion.



Table 8. True- Up Thresholds

<u>Category</u>	<u>25%</u>	<u>50%</u>	<u>75%</u>	<u>90%</u>	<u>100%</u>
Platted Developable Acres	323.9	647.8	971.6	1166.0	1295.5
Unplatted Developable Acres	971.6	647.8	323.9	129.6	0.0
Debt Ceiling per Acre	\$13,041	\$13,041	\$13,041	\$13,041	\$13,041

Source: PFM Financial Advisors LLC

4.0 Assessment Roll

Table 9 outlines the bond principal assessment per assessable acre for the District. A description of the District, which will be assessed to secure the repayment of the District’s Series 2020A Bonds, is found in Exhibit “A.” The assessments shall be paid in not more than thirty (30) annual installments for the Series 2020A Bonds.

Table 9. Assessment Roll

<u>Parcel ID Numbers</u>	<u>Acres</u>	<u>Par Debt</u>	<u>Annual Assessment</u>	<u>Administrative Fees</u>	<u>Gross Annual Assessment (1)</u>
Exhibit “A”	1,295.5	\$16,895,000	\$858,733	\$64,636	\$923,368

Source: PFM Financial Advisors LLC

(1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.



EXHIBIT "A"
LEGAL DESCRIPTION OF LAND LOCATED WITHIN THE DISTRICT

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

A tract of land being portions of Blocks 1, 2, 3 and 4, Section 7, Township 33 South, Range 19 East, Blocks 1, 2, 3 and 4, Section 8, Township 33 South, Range 19 East, Block 3, Section 9, Township 33 South, Range 19 East, Block 2, Section 16, Township 33 South, Range 19 East, Blocks 1, 2, 3 and 4, Section 17, Township 33 South, Range 19 East, and Blocks 1, 2, 3 and 4, Section 18, Township 33 South, Range 19 East, all in Manatee River Farms, Unit 1 as recorded in Plat Book 6, Page 45, Public Records of Manatee County, Florida, and described as follows:

BEGIN at the southwest corner of said Section 7; thence N.00°13'29"E. along the west line of said Section 7, a distance of 1,809.08 feet; thence N.90°00'00"E., a distance of 272.18 feet to the point of curvature of a curve to the left having a radius of 1,000.00 feet and a central angle of 48°54'32"; thence northeasterly along the arc of said curve, a distance of 853.62 feet to the point of reverse curvature of a curve to the right having a radius of 1,962.46 feet and a central angle of 97°43'17"; thence easterly along the arc of said curve, a distance of 3,347.09 feet to the point of reverse curvature of a curve to the left having a radius of 1,500.00 feet and a central angle of 48°48'45"; thence southeasterly along the arc of said curve, a distance of 1,277.91 feet to the point of tangency of said curve; thence N.90°00'00"E., a distance of 1,220.57 feet to the point of curvature of a curve to the left having a radius of 1,100.00 feet and a central angle of 49°18'03"; thence northeasterly along the arc of said curve, a distance of 946.51 feet to the point of reverse curvature of a curve to the right having a radius of 1,990.00 feet and a central angle of 108°30'13"; thence easterly along the arc of said curve, a distance of 3,768.56 feet to the point of reverse curvature of a curve to the left having a radius of 1,400.00 feet and a central angle of 67°34'16"; thence southeasterly along the arc of said curve, a distance of 1,651.07 feet to the point of reverse curvature of a curve to the right having a radius of 1,000.00 feet and a central angle of 44°28'10"; thence easterly along the arc of said curve, a distance of 776.14 feet to the point of tangency of said curve; thence S.53°53'56"E., a distance of 509.73 feet to a point on the northwest right-of-way line of State Road 43 (U.S.301 Section 1302-203, 200.00' wide public right-of-way); thence S.36°06'04"W. along said northwest right-of-way line, a distance of 1,512.28 feet to a point on the north line of Brookstone Community Development District as recorded in Official Records Book 2607, Page 861 of said Public Records; the following nine (9) calls are along said north line: (1) thence N.89°59'54"W., a distance of 4,022.59 feet; (2) thence S.27°47'24"W., a distance of 1,049.93 feet; (3) thence N.68°30'43"W., a distance of 1,332.96 feet; (4) thence N.00°11'16"E., a distance of 383.27 feet; (5) thence N.89°43'15"W., a distance of 719.63 feet; (6) thence S.00°35'38"W., a distance of 2,551.98 feet to the point of curvature of a curve to the right having a radius of 795.00 feet and a central angle of 48°08'26"; (7) thence southwesterly along the arc of said curve, a distance of 667.97 feet to the point of tangency of said curve; (8) thence S.48°44'04"W., a distance of 213.94 feet to the point of curvature of a curve to the left having a radius of 1,355.00 feet and a central angle of 36°48'01"; (9) thence southwesterly along the arc of said curve, a distance of 870.29 feet to the a point on the north line of Fieldstone Community Development District as recorded in Official Records Book 2564, Page 6898 of said Public Records; the following five (5) calls are along said north line: (1) thence N.89°39'17"W., a distance of 1,622.48 feet; (2) thence N.00°51'43"E., a distance of 54.26 feet; (3) thence N.89°32'06"W., a distance of 674.93 feet; (4) thence N.89°30'19"W., a distance of 2,402.18 feet; (5) thence S.89°39'04"W., a distance of 3.35 feet to the west line of said Section 18; thence N.00°07'49"E., along said west line, a distance of 4,609.93 feet to the POINT OF BEGINNING.

Said tract contains 56,432,242 square feet or 1,295.5060 acres, more or less.

North River Ranch Improvement Stewardship District

Discussion of the 2019A2 Bonds A2 Trust
Accounts

North River Ranch Improvement Stewardship District

Discussion of the Amenity Facility Licensing
Policies

(Facility Name)
(Address)
(Address #2)
Phone: Fax:

PROGRAM/ACTIVITY REGISTRATION FORM
 (One Per Household – Additional Space on Back)

Name of Participant	Parent's Name (if under 18)	Gender	AGE	Program/Activity Name	Fee	
		<input type="checkbox"/> M <input type="checkbox"/> F			\$	
		<input type="checkbox"/> M <input type="checkbox"/> F			\$	
		<input type="checkbox"/> M <input type="checkbox"/> F			\$	
		<input type="checkbox"/> M <input type="checkbox"/> F			\$	
USE ADDITIONAL SPACE ON BACK IF NECESSARY					TOTAL	\$

Form of Payment:

Check (payable to INSERT NAME) # _____ Visa/MC Credit Card # _____ Exp. Date _____

Special Needs

Does anyone registered have any special needs? If so, please describe below to assist our staff in providing a positive recreational experience.

Waiver for Participant and/by Parent:

In consideration of your accepting my or my child's entry, I hereby, on behalf of myself and each of my minor children, heirs and successors, hereby agrees to hold harmless and release the District, its staff, board members, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the District. Furthermore, Patron understands that the District and its staff, board members, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of the Facilities, or other activities on District owned property. Patron expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. Patron hereby releases and discharges the District and its staff, board members, agents, officers and employees as a result of Patron(s), or his or her minor children's, participation in these activities. Patron further understands that the District is not responsible for personal property lost or stolen while at the Facilities. By signing below, Patron(s) acknowledge he/she has received the District rules and policies and shall abide by the same. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the facility harmless of and from any and all liability of whatever nature which may arise out of or result from such uses. For the consideration stated above, I further agree that in the event that my child repudiates or attempts to repudiate such release, I will personally indemnify and save harmless the facility, its successors and assigns, for any and all loss and damage occasioned hereby.

Updated 1/15/15

OFFICE USE ONLY

Staff Initials _____

Date Received _____

Registrations Completed By _____

Notes _____

Updated 1/15/15

New Resident Information Form and Waiver

Thank you for taking a moment to complete our New Resident Information Form. This information will be maintained in your file. It will be your responsibility to update this form as necessary with new information.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

HOUSEHOLD MEMBERS

Name (Last, First)	Relationship	Phone and/or E-mail	Age (if under 16)	OFFICE USE ONLY Access Card #
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

HOUSEHOLD CONTACT INFORMATION

Address _____
Street Address Apartment/Unit #

Lot # _____ **Neighborhood** _____

Home Phone () _____ **Alternate Phone** () _____

GENERAL INFORMATION

1. Would you like your name and address included in the Resident Directory? YES NO
2. Would you like to receive e-mails on programs and events? YES NO
3. Does anyone in your family have special needs you would like us to be aware of? YES NO

New Resident Information Form and Waiver

If you answered yes, please provide specific information below.

4. Please list the names of any individuals in your household that might be interested in volunteering to assist with programs and events.

GENERAL INFORMATION (continued)

5. Please list the names of any individuals that are interested in being listed in the babysitting and pet sitting provider list.

Name (Last, First)	Phone	E-mail	Service
			<input type="checkbox"/> Babysitting <input type="checkbox"/> Pet Sitting
			<input type="checkbox"/> Babysitting <input type="checkbox"/> Pet Sitting
			<input type="checkbox"/> Babysitting <input type="checkbox"/> Pet Sitting

6. Please list any other information that you would like us to know about you and your household.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

The undersigned, either being over the age of eighteen (18) years, or having the express permission of my parents and/or guardians, hereby acknowledges that I have inspected the facilities and programs being offered by the North River Ranch Improvement Stewardship District ("District") and am fully aware of the dangers and risks of injury inherent in my use and participation. In consideration of the permission granted me to avail myself of the facility, on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District, its staff, board members, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the District. Furthermore, Patron understands that the District and its staff, board members, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of the Facilities, or other activities on District owned property. Patron expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. Patron hereby releases and discharges the District and its staff, board members, agents, officers and employees as a result of Patron(s), or his or her minor children's, participation in these activities. Patron further understands that the District is not responsible for personal property lost or stolen while at the Facilities. By signing below, Patron(s) acknowledge he/she has received the District rules and policies and shall abide by the same. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute. I understand that aerobic exercise and athletic fitness

New Resident

Information Form and Waiver

training or program participation can be dangerous and that the facility requests that I consult with my physician with respect to any past or present illness or injury that may effect me participation in or my ability to engage in exercise and activities at the facility. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the harmless facility, its owners, their officers, agents, and employees of and from any and all liability of whatever nature which may arise out of or result from such uses.

I further agree to abide by all rules and instructions of the facility and its personnel. I have read this Assumption of Risk, Release and Wavier of Liability and fully understand its terms and conditions. I further agree and acknowledge that no oral representations, statements or inducement apart from the foregoing written agree have been made.

Name (Last, First)	Signature	Date
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Resident Program Participation Form and Waiver

Thank you for taking a moment to complete our Resident Program Participation Form. This information will be maintained in your file. It will be your responsibility to update this form as necessary with new information.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

HOUSEHOLD MEMBERS

Name (Last, First)	Relationship	Date of Birth (if under 18)	OFFICE USE ONLY Access Card #
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

HOUSEHOLD CONTACT INFORMATION

Address _____
Street Address

Email _____ Email 2 _____

Home Phone () _____ Alternate Phone () _____

GENERAL INFORMATION

1. Which is the preferred email to use*? _____

2. Does anyone in your family have special needs you would like us to be aware of? YES NO
If you answered yes, please provide specific information below.

3. Please email the Director of Fun, lifestyle@northriverranchisd.com, with any individuals in your household that might be interested in volunteering to assist with programs and events.

Resident Program Participation Form and Waiver

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

The undersigned, either being over the age of eighteen (18) years, or having the express permission of my parents and/or guardians, hereby acknowledges that I have inspected the facilities and programs being offered by the North River Ranch Improvement Stewardship District ("District") and am fully aware of the dangers and risks of injury inherent in my use and participation. In consideration of the permission granted me to avail myself of the facility, on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District, its staff, board members, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the District. Furthermore, Patron understands that the District and its staff, board members, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of the Facilities, or other activities on District owned property. Patron expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. Patron hereby releases and discharges the District and its staff, board members, agents, officers and employees as a result of Patron(s), or his or her minor children's, participation in these activities. Patron further understands that the District is not responsible for personal property lost or stolen while at the Facilities. By signing below, Patron(s) acknowledge he/she has received the District rules and policies and shall abide by the same. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

I hereby grant the District permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the District, and hereby irrevocably authorize the District to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose, waiving any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I understand that aerobic exercise and athletic fitness training or program participation can be dangerous and that the facility requests that I consult with my physician with respect to any past or present illness or injury that may affect my participation in or my ability to engage in exercise and activities at the facility. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the harmless facility, its owners, their officers, agents, and employees of and from any and all liability of whatever nature which may arise out of or result from such uses.

I further agree to abide by all rules and instructions of the facility and its personnel. I have read this Assumption of Risk, Release and Wavier of Liability and fully understand its terms and conditions. I further agree and acknowledge that no oral representations, statements or inducement apart from the foregoing written agree have been made.

Name (Last, First)	Signature	Date
1.		
2.		
3.		
4.		
5.		
6.		
7.		

*You may unsubscribe at any time.

North River Ranch Improvement Stewardship District

Review and Consideration of the Eco-Logic
Services Proposal for the Fieldstone
Neighborhood

**ADDENDUM TO AGREEMENT BETWEEN
COMMUNITY DEVELOPMENT DISTRICT
AND CONTRACTOR
(rev 7-6-2021)**

This Addendum to Agreement Between the _____ Community Development District and Contractor, (the "Addendum"), is made and entered into as of the _____ day of _____, 20____, by _____ and _____ between the _____ **Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and _____ (hereinafter, the "Contractor").

WITNESSETH

WHEREAS, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

WHEREAS, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

WHEREAS, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.
3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.
4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.
5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which

Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as Exhibit "A," and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in the County in which the CDD's property is located.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

IN WITNESS WHEREOF, this Addendum is hereby executed as of the date first above set forth.

Contractor:

District:

_____ **Community Development District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM (rev 7-6-2021)

SECTION 1. WORK

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

SECTION 3. AUDIT

Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

SECTION 4. PAYMENTS

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Five percent (5%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnish District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in Exhibit A-1, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

SECTION 5. INSURANCE

During the entire term of this Agreement and any extensions thereof, Contractor shall obtain and maintain, at Contractor's expense, the insurances required herein, which insurance shall be kept in full force and effect until acceptance of the Work by District. Before proceeding with any Work, Contractor shall furnish to District and District's Representative, and any governmental agency designated by District, an original certificate of insurance or proof of insurance in a form reasonably acceptable to District.

The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

SECTION 6. INDEPENDENT CONTRACTOR

The Work shall be performed by Contractor as an independent contractor at its sole risk, cost and expense. District shall have the right to insist that all the provisions and requirements of the Agreement are carried out by Contractor.

SECTION 7. WAIVER

No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

SECTION 8. PROTECTION OF WORK

- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

SECTION 9. COMPLIANCE WITH LAWS

Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

SECTION 10. PERMITS AND LICENSES

- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

SECTION 11. TERMINATION

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

SECTION 12. ATTORNEY'S FEE'S

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with the standards of the county in which the CDD's lands are located.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.
4. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

("Contractor" or "Subcontractor") _____ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated _____ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20____

ADDENDUM FOR ENVIRONMENTAL SERVICES



Date: November 17, 2021

This Addendum is made effective by and between:

“Client”

Name: North River Ranch Improvement Stewardship District
 Address: c/o PFM Group Consulting, LLC
 3501 Quadrangle Boulevard Suite 270
 Orlando, FL 32817
 Phone: 407-723-5900
 Representative: Vivian Carvalho
 Email: Carvalho@pfm.com

“Eco-Logic Services”

Name: Eco-Logic Services LLC
 Address: PO Box 18204
 Sarasota, FL 34276
 Phone: (941) 302-1206
 Representative: Peter Nabor
 Email: Pete@Eco-Logic-Services.com

Project Location: Fieldstone Neighborhood
Project Location: Manatee County, Florida
Fee Type: Unit price per attached Scope of Services
Retainer: No

Scope of Services: Attached

Special Conditions: All work under this Addendum is subject to the special conditions described in the original Agreement for Environmental Services between Fieldstone Community Development District and Eco-Logic Services dated October 25, 2019.

Scope of Services: This addendum will allow Eco-Logic Services to add maintenance of the six stormwater retention ponds (Lakes 1, 2, 2AB, 2B, and 3 – shaded blue on Figure 1) and the wetland buffers and associated conservation areas around Wetlands 1, 2, 3, and the west side of 32 (shaded green on Figure 1). Methods and schedules will be consistent with those in the original contract.

Fee for the above will be billed as follows:


Lake Maintenance

Existing Lakes..... 12 events per year at \$1,275/event
 Additional Lakes..... 12 events per year at \$700/event
New Lake Maintenance Total..... 12 events per year at \$1,975/event

Buffer Maintenance

Existing Buffers 4 events per year at \$1,725/event
 Phase 3 Buffers and Conservation Areas..... 4 events per year at \$2,250/event
New Buffer Maintenance Total 4 events per year at \$3,975/event

Eco-Logic Services LLC

By: 
 Print Name: Peter Nabor
 Title: Principal / Senior Project Scientist
 Date: November 17, 2021

North River Ranch Improvement Stewardship District

By: _____
 Print Name: _____
 Title: _____
 Date: _____

ENVIRONMENTAL SERVICES PLAN
NORTH RIVER RANCH
BY NEAL COMMUNITIES



Figure 1. Site map showing the treatment areas included in this addendum.

North River Ranch Improvement Stewardship District

Review and Consideration of the Eco-Logic Services Proposal for
the North River Ranch Phases 4A & 4B

**ADDENDUM TO AGREEMENT BETWEEN
COMMUNITY DEVELOPMENT DISTRICT
AND CONTRACTOR
(rev 7-6-2021)**

This Addendum to Agreement Between the _____ Community Development District and Contractor, (the "Addendum"), is made and entered into as of the _____ day of _____, 20____, by _____ and _____ between the _____ Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and _____ (hereinafter, the "Contractor").

WITNESSETH

WHEREAS, District and Contractor are parties to that certain contract, proposal and/or agreement, (collectively the "Agreement"), of even date herewith for construction, work, professional and/or related services, (collectively the "Work"), to be performed on lands owned and/or operated and maintained by the District, (the "Agreement"); and,

WHEREAS, Florida law requires specific contractual provisions apply to all Community Development Districts pursuant to Chapter 190, Florida Statutes; and,

WHEREAS, the parties desire for this Addendum to amend, modify, supplement and clarify the Agreement, such that the Agreement shall fully comply with the provisions of this Addendum, Chapter 190, Florida Statutes and other provisions of law pertaining to public bodies.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.

2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.

3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.

4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which

Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

6. The Contractor agrees and understands that District is a special purpose unit of local government and as such is subject to Chapter 119, Florida Statutes. Contractor agrees and covenants to fully cooperate with District, to District's full satisfaction, in responding to requests for public records pursuant to Chapter 119, Florida Statutes, as same pertain to the Records, the Work and the Agreement. Contractor further agrees and understands that the Records, Work and Agreement are public records, and Contractor shall fully comply with Florida law, and specifically the provisions of Chapter 119 Florida Statutes, as it pertains to same.

7. Contractor covenants, warrants and agrees that all work products of Contractor, Contractor's employees, suppliers and subcontractors, including drawings, designs, plans, reports, manuals, programs, tapes, electronic data and any other material prepared by Contractor or its employees, suppliers and subcontractors under the Agreement, including the Records, shall belong exclusively to, and may be used by, the District, free and clear of all liens and other encumbrances.

8. In addition to the terms of this Addendum, the Agreement shall be further subject to the "Terms and Conditions to CDD Addendum," attached hereto as Exhibit "A," and incorporated herein.

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in the County in which the CDD's property is located.

10. The Agreement, Addendum and Terms and Conditions to CDD Addendum constitute the entire agreement between the parties hereto with respect to the matters hereby. All prior negotiations, representations and agreements, whether oral or written, with respect hereto not incorporated herein are hereby cancelled, terminated and void. The Agreement can be modified or amended only by a written document duly executed on behalf of both parties hereto.

11. If any term of the Agreement, Addendum or Terms and Conditions to CDD Addendum is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the Agreement, Addendum and Terms and Conditions to CDD Addendum shall remain in full force and effect.

12. The Agreement, Addendum and Terms and Conditions to CDD Addendum shall constitute one complete document and shall be referred to collectively as the "Agreement"; provided however, and notwithstanding anything to the contrary herein, in the event of any conflict between the terms of this Addendum [which specifically includes by incorporation the Terms and Conditions to CDD Addendum] and the terms of the Agreement, the terms of this Addendum shall at all times govern, control and prevail.

IN WITNESS WHEREOF, this Addendum is hereby executed as of the date first above set forth.

Contractor:

District:

_____ **Community Development District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM (rev 7-6-2021)

SECTION 1. WORK

The Contractor shall complete all Work as specified or indicated in the Agreement in a timely and professional manner; in accordance with all laws, rules and regulations of any governmental body with jurisdiction thereto; and in accordance with any and all schedules or other time frames for completion of the Work set forth in the Agreement. TIME IS OF THE ESSENCE FOR COMPLETION OF THE WORK.

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District Engineer will act as the representative for the District to review and inspect the Work. District Engineer shall at all times have access to review all plans, specifications, permits, approvals and all other matters of and associated with Contractor's Work and completion thereof.

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Contractor shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Cost of the Work. District shall have access to the Work at all reasonable times and the right to audit all Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers and memoranda, relating to the Work, and Contractor shall preserve such records for a period of not less than five (5) years after final payment.

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- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnished District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in Exhibit A-1, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

of the Agreement or any right or power therein reserved to District including any right to damages provided therein at law or in equity.

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The District shall be named as additional insured on all insurance policies required with the exception of worker's compensation and employer's liability insurance. All required insurance policies, except workers' compensation and employers' liability, shall be endorsed to be primary and non-contributory to any insurance otherwise carried by Contractor and District with respect to the Work. Such insurance shall not be modified, permitted to lapse, or canceled without written notice to District from such insurance companies, mailed to District, with copies to District's Representative, via Registered Mail thirty (30) days in advance of such modification, expiration, or cancellation. In the event of such cancellation notice, Contractor, at Contractor's expense, shall obtain replacement insurance coverage from other insurance companies prior to the cancellation of the original insurance coverage.

Insurance Coverage	Limits
a) Worker's Compensation	As required by Florida law.
b) Employers Liability	\$1,000,000 per occurrence.
c) Comprehensive General Liability (Occurrence Form) Including but not limited to: Premises, operations and elevators. Independent Contractors. Broad form property damage. Personal Injury. Blanket contractual liability. Blanket fire and explosion legal liability. Explosion, collapse and underground hazard included. Products liability. Completed operations coverage for 3 years after completion and acceptance of the Work.	\$1,000,000 combined single limit bodily injury and property damage per occurrence and project specific aggregate.
d) Automobile Liability	\$1,000,000 combined single limit bodily injury and property damage per occurrence. If Contractor, or any subcontractor, is a transporter of hazardous materials, such transporter's Automobile Liability policy shall have all pollution exclusions deleted.

If Contractor subcontracts any of the Work, Contractor shall require each subcontractor to have the insurance coverage required by this Section or such other amount as agreed to by District and Contractor. Contractor shall furnish District evidence thereof before each subcontractor commences any of the Work. Contractor's obtaining of the insurance required by this Section shall in no manner lessen, diminish or affect Contractor's obligations set forth in any provisions of the Agreement. Contractor shall also carry such additional insurance as may be required by any law. All insurance policies required of Contractor and subcontractors shall contain a waiver of subrogation clause wherein no insurance company shall have any right of recovery against District.

All insurance required in this section shall be provided by financially responsible insurance carriers authorized or eligible to do business in the state of Florida and rated by A.M. Best Rating Service as A- or better.

District and Contractor acknowledge that the insurance requirements set forth in the Agreement may be required to be varied by District's insurance carrier and Contractor agrees to enter into suitable modifications of the provisions hereof upon the request of the District, provided District bears any additional cost occasioned thereby.

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No consent or waiver, express or implied, by either party to this Agreement of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Unless the Agreement specifies a time period for notice of a particular claim, failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute waiver of the rights of such party hereunder. Notwithstanding anything to the contrary in the Agreement, inspection or failure of District to perform any inspection hereunder, shall not release Contractor of any of its obligations hereunder.

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- A. Contractor shall protect and prevent damage to all finished and unfinished portions of the Work, including but not limited to the protection thereof from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.
- B. If any property upon which the Work is completed or accessed in order to complete the Work, to include without limitation streams, waterways, existing trees and wetlands, are damaged to any extent by Contractor or its subcontractor(s), agents and/or assigns, then the Contractor shall repair and restore the property to the condition which exists on the date hereof. Such repair or restoration shall be the sole responsibility of Contractor and shall not be cause for an increase in amounts owed Contractor pursuant to the Agreement.

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Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District.

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- A. Contractor shall pay all taxes, including sales taxes, unless otherwise stated herein. Contractor shall obtain and pay for all construction permits and licenses, and all contributions imposed or required by any law for any employment insurance, pensions, age-related retirement funds, or similar purposes.
- B. Contractor accepts liability for all taxes and contributions required of it and its subcontractors by the Federal Social Security Act and the unemployment compensation law or any similar law of any state.

SECTION 11. TERMINATION

- A. District may immediately terminate the Agreement in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Contractor, (b) filing of a voluntary petition in bankruptcy against Contractor, (c) filing of any involuntary petition in bankruptcy against Contractor, (d) appointment of a receiver or trustee for Contractor, (e) execution of an assignment, (f) failure of Contractor to commence the Work in accordance with the provisions of this Agreement, (g) failure of Contractor to prosecute the Work to completion thereof in a diligent, efficient, workmanlike, skillful and careful manner and in accordance with provisions of this Agreement, (h) failure of Contractor to use an adequate amount or quality of personnel or equipment to complete the Work without delay, (i) failure of Contractor to perform any of its obligations under this Agreement, or if Contractor otherwise repudiates or breaches any of the terms of this Agreement, including Contractor's warranties.
- B. District shall have the right to terminate this Agreement for any reason whatsoever at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of such notice, Contractor immediately shall

terminate performance of the Work and make every reasonable effort to mitigate its losses and damages hereunder; provided, however, in connection with such termination, Contractor shall perform such acts as may be necessary to preserve and protect that part of the Work theretofore performed hereunder. Upon such termination, District shall pay to Contractor a sum of money equal to the cost of all Work properly performed (accepted and approved by District and District's Representatives) hereunder by Contractor for which payments have not theretofore been made hereunder, and District shall assume the obligations of Contractor under all its subcontracts and purchase orders covering the unperformed parts of the Work. In the event of such termination, the Contractor shall not be entitled to anticipated profits on any Work not yet performed; and the Agreement shall become terminated and of no further force nor effect; provided however, and notwithstanding anything to the contrary, all warranties of Contractor for Work completed prior to the termination of the Agreement shall continue in full force and effect and shall survive termination of the Agreement.

SECTION 12. ATTORNEY'S FEE'S

In the event of any action or proceeding between Contractor and District to enforce any provision of this Agreement, the losing party shall pay to the prevailing party all costs and expenses, including without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection by such prevailing party. This Section is intended to be severable from the other provisions of this Agreement, and the prevailing party's rights under this Section shall not merge into any judgment and any judgment shall survive until all such fees and costs have been paid.

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with the standards of the county in which the CDD's lands are located.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.
4. E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

For purposes of this Exhibit A-1, when this form is used to provide subcontractor's warranty-guarantee, the term "Contractor" shall apply to the subcontractor.

WARRANTY GUARANTEE

("Contractor" or "Subcontractor") _____ does hereby warrant and guarantee the Work in its entirety as defined in the Agreement dated _____ shall be free and clear from defects for a period of one (1) year from the date of inspection and acceptance by the District or the District's Representative, (the "Guarantee Period").

Contractor agrees to repair or replace to the satisfaction of the District's Representative any or all Work that may prove defective in workmanship or materials within the Guarantee Period.

If Contractor fails to comply with the above-mentioned conditions within a reasonable time after being notified, Contractor hereby authorizes the District to proceed to have defects repaired and made good at Contractor's sole cost and expense, and Contractor shall pay the costs and charges therefore immediately upon demand to the District.

The warranty-guarantee rights afforded the District herein shall be in addition to all other rights afforded the District at law and equity, and shall in no way restrict, limit or impair those additional rights of the District.

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20____

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: March 3, 2022

This Agreement is made effective by and between:

“Client”

Name: North River Ranch Improvement Stewardship District
Address: c/o PFM Group Consulting, LLC
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817
Phone: 407-723-5900
Representative: Vivian Carvalho
Email: Carvalho@pfm.com

“Eco-Logic Services”

Name: Eco-Logic Services LLC
Address: PO Box 18204
Sarasota, FL 34276
Phone: (941) 302-1206
Representative: Peter Nabor
Email: Pete@Eco-Logic-Services.com

Project: North River Ranch Phase 4A & 4B
Project Location: Manatee County, Florida
Fee Type: Unit price per attached Scope of Services
Retainer: No
Scope of Services: Attached
Special Conditions:

- This document is a proprietary product produced by Eco-Logic Services and represents a considerable investment of resources with no compensation. Any reproduction, transmittal, or reuse of this document, or any portion thereof, by any third party without the express written consent of Eco-Logic Services is prohibited under penalty of legal action.
- All rates and fees shall be subject to renegotiation if this Agreement is not signed and returned within thirty days of date above.
- This Agreement with the attached Scope of Services and Terms and Conditions constitute the complete agreement between Eco-Logic Services and Client with respect to the scope of services hereunder.

Eco-Logic Services LLC

By:
Print Name: Peter Nabor
Title: Principal / Senior Project Scientist
Date: March 3, 2022

North River Ranch Improvement Stewardship District

By: _____
Print Name: _____
Title: _____
Date: _____

NORTH RIVER RANCH PHASE 4A AND 4B



1.0 Wetland Buffer Maintenance

Eco-Logic Services will perform necessary management services on the preserved wetland buffers as required by Manatee County (areas are shaded green on Figure 1). Maintenance will be conducted on a quarterly basis (4 events per year) to maintain the regulatory requirements for the site. Because of the existing conditions at the site, an initial event will be required to get the areas into an acceptable condition prior to the initiation of regular maintenance. This event will include selective herbicide applications to target existing growth of invasive species and some limited and selective brushcutting right along the edge of the preserve in high visibility areas where necessary.

2.0 Lake Management Services

Eco-Logic Services will perform necessary management services at the ten existing stormwater retention ponds ("lakes") within the North River Ranch community (shaded blue on Figure 1). Targets of the treatment efforts include algae (filamentous and planktonic), invasive underwater vegetation (such as hydrilla and naiad), and perimeter growth (grasses and turf-weeds growing out from shore). Undesirable growth will be selectively treated with approved herbicides. Eco-Logic Services guarantees a prompt response to any complaint or problem encountered with the lakes on the site (i.e., an algae bloom) and will make every reasonable effort to correct the situation in a timely manner.

3.0 Maintenance Specifications

Unless specifically stated otherwise above, the treatment areas detailed above will be aggressively maintained to enhance growth of beneficial native species (where required or desired) and to preclude growth of invasive species which would affect permit compliance or aesthetics of the treatment areas. This effort will also help to ensure that these areas meet or exceed design specifications and permit requirements (where applicable) and help to ensure that the areas provide pleasant vistas for the homesites and roadways. Eco-Logic Services will perform maintenance services using selective applications of appropriate herbicides specifically designed and labeled for such use. All herbicide treatments will be supervised by a state-certified aquatic herbicide applicator. Because the amount of vegetation treated should be minimal or herbaceous in nature, the treated vegetation will be left standing in place to naturally decompose. If directed by the Client, manual cutting and/or removal of treated material may be provided and billed based on an estimated additional fee under the Additional Services task or as an addendum to this Agreement.

4.0 Additional Services

Additional services requested by the Client will be provided and billed as agreed to in writing (including email) under this task. Significant items will be performed under an addendum to this Agreement. Additional Services may include water testing, manual removal of undesirable material, triploid grass carp permitting and stocking, midge and mosquito larvae control, meetings, coordination or negotiation with the regulatory agencies regarding permit compliance, or other services not specifically detailed in this Scope of Services. Eco-Logic Services is pleased to provide these services, and any fees associated with this task will be incurred only at the request of, or with prior authorization of the Client.

5.0 Cost

Compensation for services rendered pursuant to this Agreement will be paid based on the following:

1.0 Wetland Buffer Maintenance	
Initial maintenance event	\$3,450
Ongoing maintenance events	4 events per year at \$1,850/event
2.0 Lake Management Services	\$1,725/month
8.0 Additional Services	to be billed as requested

Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this Agreement is terminated pursuant to the Terms and Conditions of this Agreement.

6.0 Assumptions of this Proposal

- 6.1 The Client will make provision for Eco-Logic Services to enter the work area as required to perform services under this Agreement.
- 6.2 Upon request or as required to perform the services under this Agreement, the Client will provide all relevant plans and permits.
- 6.3 Lakes and buffers in future phases will be added as an Addendum to this Agreement when they are complete and ready for ongoing maintenance services.
- 6.4 This proposal was prepared using the best information available to us at the time this Scope was compiled. Additional materials or services will be provided for additional compensation through a written amendment to this Agreement.
- 6.5 This Agreement does not include permit modifications, negotiations with regulatory agencies, or corrective actions for compliance issues.
- 6.6 Planting of wetland buffers is not included in this Agreement.
- 6.7 No compliance monitoring is included in this Agreement.
- 6.8 Native vines (i.e., grapevine), native “weedy plants” (i.e., ragweed and dog fennel), or native upland species will not be targeted in the treatment areas. If control of these plants is desired by the Client or required by an agency, maintenance will be performed for an additional fee via an addendum to this Agreement.
- 6.9 The proposed level of preserve maintenance will be acceptable to the agencies. Additional events or treatment specifications will require additional fees via an addendum to this Agreement.
- 6.10 Preserve maintenance is prescribed to maintain compliance with the requirements for invasive species coverage. Habitat management services are not included in this Agreement.
- 6.11 Maintenance fees are for continuing maintenance of areas that have been maintained recently and no unmaintained (or under-maintained) areas exist at the site. If significant invasive species are discovered within the areas upon initiation of maintenance, the Client will be notified immediately and an addendum to this Agreement will be prepared to get the areas into permit compliance.
- 6.12 The lake management fee assumes lakes are in good condition upon initiation of services and not neglected by previous vendor. If not, the Client will be notified upon initiation of our maintenance services and an addendum to this Agreement will be submitted.
- 6.13 The selective use of copper-based algaecides and standard aquatic herbicides will be accepted as an appropriate maintenance methodology within the treatment areas. Hand removal of undesirable material is not included in this Agreement.
- 6.14 Although not included in this Agreement, garbage and debris may be picked up by Eco-Logic Services as a courtesy to our Client in conjunction with, and incidental to, our lake management activities. Service requests for trash cleanup will be performed based on an estimated additional fee provided in writing prior to the event.

- 6.15 Invasive underwater weeds (such as hydrilla) in lakes over 2 acres requires treatment with chemicals outside the scope of this Agreement. Treatments of these weeds can be provided upon request based on an estimated additional fee.
- 6.16 Native aquatic plants provide a host of benefits for stormwater ponds including stabilization of the bank to reduce erosion, providing habitat for wildlife, improving water quality, uptake of nutrients, and other factors. Therefore, the natural recruitment of native aquatic vegetation around the lake perimeters will be allowed to exist, unless directed by the Client. If it is later decided by the Client that this vegetation should be removed, manual removal of the material will require additional fees.
- 6.17 Eco-Logic Services is not responsible for cutting, treating, or removing grasses or other vegetation growing on the banks above the existing waterline, even when water levels decline. It is assumed the lawn maintenance contractor will control the growth in this transition area.
- 6.18 Client will provide access to each pond and a map showing designated access points for launching a boat (when necessary) and access to and around the entirety of each pond with a utility vehicle. Reduced access may result in reduced service or additional fees.
- 6.19 No maintenance or repair of fountains or aerators is included in this proposal.
- 6.20 Fish kills in stormwater ponds occur for a variety of reasons. The primary cause is a phenomenon called lake turnover, but they can also be triggered by fertilizer or pesticide applications to adjacent upland areas. For this reason, Eco-Logic Services is not responsible for cleanup of dead fish. If this service is requested, Eco-Logic Services will collect and dispose of the fish on based on an estimated additional fee.
- 6.21 The fees in this Agreement do not include any sales, value added, or other taxes that may be required by the government. Any such taxes will be added to invoices as required.
- 6.22 All work products under this Agreement may be used in marketing, advertising, resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.
- 6.23 This proposal is offered as a package and if only a portion of the proposal is selected, Eco-Logic Services reserves the right to adjust the fees for the tasks selected.

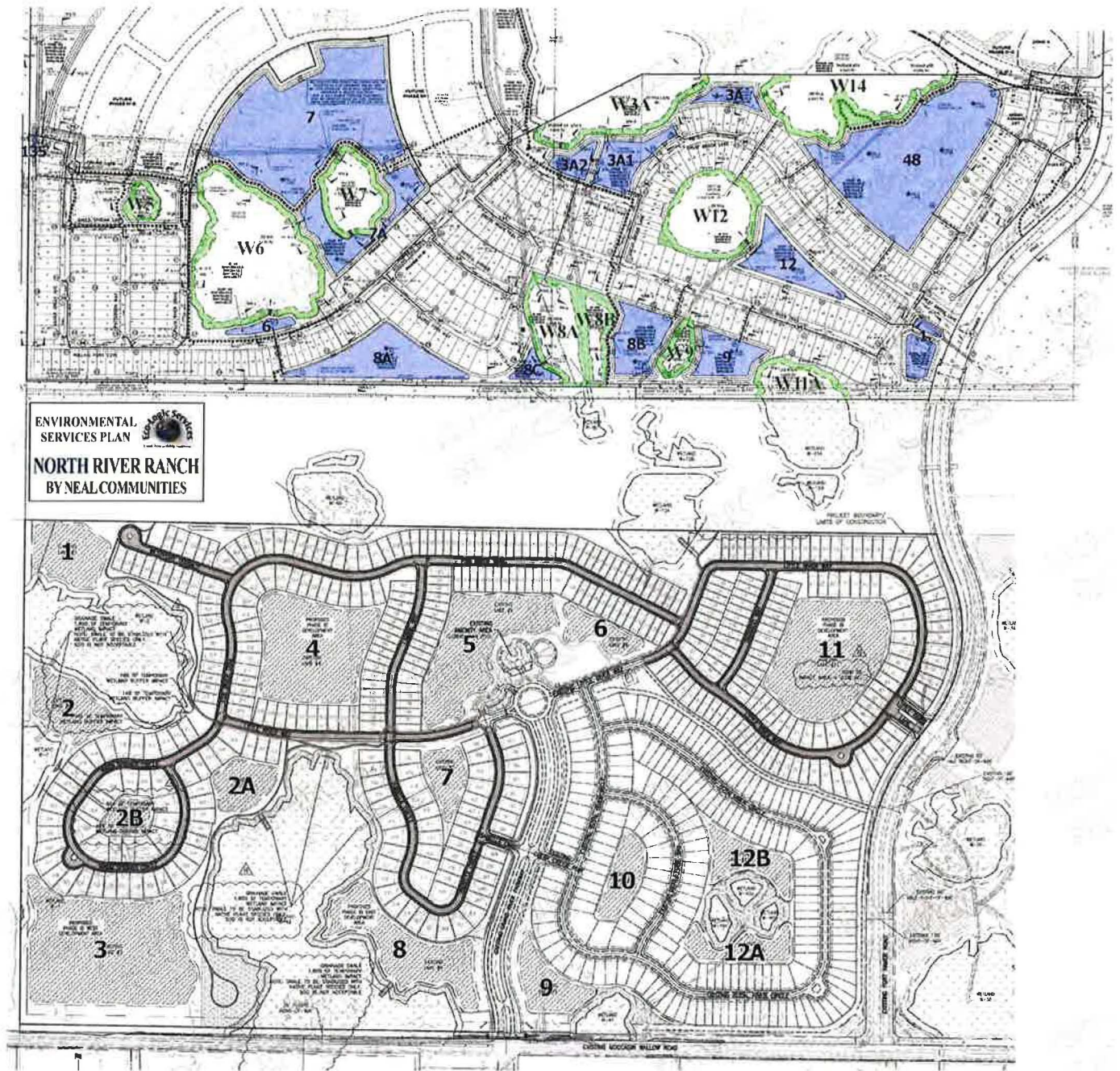


Figure 1. Map showing locations of the proposed work areas in Phase 4A & 4B at the North River Ranch project.

TERMS AND CONDITIONS

DESCRIPTION OF SERVICES: Eco-Logic Services will provide the services described in the Scope of Services included in this Agreement to the Client for the stated fee in accordance with these terms and conditions:

PAYMENT: Client agrees to pay Eco-Logic Services according to the Fee Schedule provided in the attached Scope of Services. Invoices shall be submitted monthly for the work performed in the previous month. If any invoice is not paid within 30 days, interest will be added to and payable on all overdue amounts at 1.5% per month (18% per year) or the maximum legal rate of interest allowable. Client shall pay all costs of collection, including without limitation, reasonable attorney fees. If Client disputes any portion of an invoice, the Client must notify Eco-Logic Services in writing of the disputed item within 10 days of the date of the invoice. If any invoice is not paid in full within 60 days of the invoice date, Eco-Logic Services may immediately suspend all or any portion of the services until payment is received in full and Eco-Logic Services has the option to treat such failure to pay as a material breach of this Agreement and/or seek legal remedies.

LIMITATION OF LIABILITY: Neither party will be liable for breach-of-contract damages suffered by the other that are remote or speculative, or that could not reasonably have been foreseen on entry into this agreement. Eco-Logic Services' liability for any breach-of-contract claims under this agreement will not exceed the Compensation received from the Client under this agreement over a six-month period immediately preceding the claim. No claim may be brought against Eco-Logic Services in contract or tort more than one year after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Eco-Logic Services and not against any employees, shareholders, officers or directors of Eco-Logic Services.

TERM: This Agreement will terminate automatically upon completion of the Scope of Services by Eco-Logic Scope of Services. For ongoing services tasks, the portion of the Agreement directly related to that task will continue in effect until terminated by either party upon 30 days written notice to the other party. In the event of any termination, Eco-Logic Services shall be paid for all services rendered and reimbursables incurred through the date of notice of termination plus this 30-day period.

FORCE MAJEURE: If performance of this Agreement or any obligations under this Agreement is prevented, restricted, or interfered with, either temporarily or permanently, by causes beyond either party's reasonable control ("Force Majeure"), then the obligations of this Agreement shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include without limitation acts of nature, severe weather or other catastrophic conditions, orders or acts of military or civil authority, or by state or national emergencies, riots, or wars, or work stoppages, or any other similar event beyond the reasonable control of either party.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the matter will be submitted to mediation, in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association and will be done within Sarasota County, Florida. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable as if the invalid or unenforceable had never been contained within.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at the address set forth in the opening portion of this Agreement.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CONSTRUCTION AND INTERPRETATION: The rule requiring construction or interpretation against the drafter is waived. This document shall be deemed as if it were drafted by both parties in a mutual effort.

ATTORNEY'S FEES TO PREVAILING PARTY: In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and appeal.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. The Agreement supersedes any prior written or oral agreements between the parties.

**North River Ranch Improvement
Stewardship District**

Review and Consideration of the MindBody
Purchase Order Form

PURCHASE ORDER FORM

ARCH AMENITIES GROUP

3200 Tower Oaks Blvd

Rockville, MD 20852

www.archamenity.com

301-622-7800

		PURCHASE ORDER NUMBER	
		NRR-2022-02	
CLUB ACCOUNT NAME		CLIENT SIGNATURE	
North River Ranch Improvement Stewardship District c/o PFM Group Consulting LLC 3501 Quadrangle Blvd., Ste. 270 Orlando, FL 32817			
WTS OPERATIONAL DIRECTOR		CLIENT NAME	
Alex Murphy			
<input type="checkbox"/> CREDIT CARD	<input type="checkbox"/> CHECK	<input type="checkbox"/> OTHER	DATE 2/17/2022

VENDOR	<input type="checkbox"/> CURRENT VENDER <input type="checkbox"/> NEW VENDOR	
	Name:	Arch Amenities Group
	Billing Address:	3200 Tower Oaks Blvd, Ste 400
	City, State, Zip	Rockville, MD 20852
	Phone	(301) 622-7800
	Fax	(301) 622-3373
	Email Address	mchavez@archamenity.com
	Contact Person	Marco Chavez

SHIP TO	Attn: Marco Chavez Software PO Only
---------	--

QUANTITY	UNIT	DESCRIPTION AND / OR SPECIFICATION	UNIT PRICE	AMOUNT
1	1	MindBody Online Monthly Subscription	\$ 250.00	\$ 250.00
1	1	Database Set-up & Configuration and Online Training (Arch Amenities Group will support virtually)	\$ 0.00	\$ 0.00
1	1	OnSite Go-Live Support (Arch Amenities Group will support virtually)	\$ 0.00	\$ 0.00
ESTIMATED TAX 0.00%				\$ 0.00
ESTIMATED SHIPPING CHARGES				\$ 0.00

PRICES SHOWN ARE	
	<input type="checkbox"/> FIRM <input checked="" type="checkbox"/> ESTIMATED <i>(Attach quote if available)</i>

TOTAL	\$250.00
--------------	-----------------

BUDGET LINE ITEM

ADDITIONAL INFORMATION

MindBody Online Monthly Subscription. Billing will begin upon first month of system use and continue until cancelled with a 30 day written notice. This is the monthly subscription for access to the MindBody Online system only. It does not include any costs associated with credit card processing and the merchant account associated with accepting credit cards.

Purchase cannot be made without proper approval.

North River Ranch Improvement Stewardship District

Review and Consideration of Change Order No.11, North River
Ranch 4A & 4B

Change Order

No. 11

Date of Issuance: February 14, 2022 Effective Date: March 9, 2022

Project: North River Ranch 4A & 4B	Owner: North River Ranch Improvement Stewardship District	Owner's Contract No.:
Contract: \$9,899,999.80	Date of Contract: 3/29/2021	
Contractor: RIPA & Associates	Engineer's Project No.: 215616746	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Sleeve and berm revisions.

Attachments: (List documents supporting change):

RIPA & Associates COR-11.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 9,899,999.80

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 10:

\$ (2,580,090.29)

Contract Price prior to this Change Order:

\$ 7,319,909.51

[Increase] [Decrease] of this Change Order:

\$ 100,447.00

Contract Price incorporating this Change Order:

\$ 7,420,356.51

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 226 Days

Ready for final payment (days or date): 261 Days

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 10:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): 226 Days

Ready for final payment (days or date): 261 Days

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): 226 Days 11/10/21

Ready for final payment (days or date): 261 Days 12/15/21

RECOMMENDED:

By:  _____
Engineer (Authorized Signature)

Date: March 2, 2022

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

V:\2156\active\215616746\civil\construction_phase_documents\change_orders\nrr-4a-4b\received\con_clearview_nrr-4a-4b_co-11_100447-00_sleve-pricing_ripa_ejcdc-c941_20220214.docx



To:	Neal Communities	Contact:	Chris Fisher
Address:	5800 Lakewood Ranch Boulevard Lakewood Ranch, FL 34240	Phone:	941-328-1075
Project Name:	NRR Phase 4A & 4B COR #11 - Sleeves	Fax:	(941) 713-3780
Project Location:	Moccasin Wallow Road & Fort Hamer Road, Palmetto, FL	Bid Number:	20-375A
		Bid Date:	11/5/2021

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ORIGINAL SLEEVE ALLOWANCE					
	2" PVC SLEEVE (F&I)	-300.00	LF	\$6.50	(\$1,950.00)
	4" PVC SLEEVE (F&I)	-300.00	LF	\$8.23	(\$2,469.00)
	6" PVC SLEEVE (F&I)	-300.00	LF	\$9.75	(\$2,925.00)
Total Price for above ORIGINAL SLEEVE ALLOWANCE Items:					<u>(\$7,344.00)</u>
OWNER CROSSINGS					
	2" PVC SLEEVE (F&I)	560.00	LF	\$6.75	\$3,780.00
	3" PVC SLEEVE (F&I)	60.00	LF	\$9.25	\$555.00
	4" PVC SLEEVE (F&I)	560.00	LF	\$10.85	\$6,076.00
	6" PVC SLEEVE (F&I)	480.00	LF	\$16.75	\$8,040.00
Total Price for above OWNER CROSSINGS Items:					<u>\$18,451.00</u>
SOFT UTILITY SLEEVES (INSTALL ONLY)					
	2.5" SLEEVE - PRECO	4,360.00	LF	\$4.25	\$18,530.00
	1.25" SLEEVE - FRONTIER	3,000.00	LF	\$4.25	\$12,750.00
	2" SLEEVE - SPECTRUM	2,700.00	LF	\$4.25	\$11,475.00
Total Price for above SOFT UTILITY SLEEVES (INSTALL ONLY) Items:					<u>\$42,755.00</u>
BERM CHANGES					
	OFFSITE FILL- INCREASED BERM HEIGHT	12,100.00	CY	\$3.85	\$46,585.00
Total Price for above BERM CHANGES Items:					<u>\$46,585.00</u>
Total Bid Price:					<u>\$100,447.00</u>

Notes:

- SLEEVING PRICING PER THE ATTACHED EXHIBIT. ASSUMES SOFT UTILITIES PROVIDE THEIR OWN CONDUIT. DOES NOT INCLUDE LOCATOR TAPE OR LOCATER BALLS. DELAYS IN MATERIALS COULD RESULT IN ADDITONAL COSTS AND SCHEDULE DELAYS.
- ADDITIONAL EXCAVTION REQUIRED FOR ADDITIONAL BERM HEIGHT PER THE ATTACHED PLAN REVISION. FILL TO BE LOADED INTO RIPA TRUCKS BY OTHERS FROM FT HAMMER & MOCCASIN WALLOW.
- ADDITIONAL CONTRACT DAYS FOR THIS CO: 20 DAYS



To: Neal Communities	Contact: Chris Fisher
Address: 5800 Lakewood Ranch Boulevard Lakewood Ranch, FL 34240	Phone: 941-328-1075 Fax: (941) 713-3780
Project Name: NRR Phase 4A & 4B COR #11 - Sleeves	Bid Number: 20-375A
Project Location: Moccasin Wallow Road & Fort Hamer Road, Palmetto, FL	Bid Date: 11/5/2021

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Ripa & Associates</p> <p>Authorized Signature: _____</p> <p>Estimator: John Flinn 813-695-7054 jflinn@ripaconstructicon.com</p>
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North River Ranch Improvement Stewardship District

Ratification of the North River Ranch ISD Funding Request No. 65
– No. 81

Funding Requests 65-81

FR #	Description	Amount	Total
65			
Fieldstone	Apex Workplace Solutions	\$ 294.88	
	Egis Insurance & Risk Advisors	\$ 457.00	
	Frontier	\$ 605.21	
	Manatee County Utilities Department	\$ 999.92	
		\$ 348.13	
		\$ 533.02	
		\$ 212.40	
North River Ranch ISD	Supervisor Fees - 01/12/2022 Meeting	\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
			\$4,450.56
66			
Fieldstone (1C,1D)	Dewberry Engineers	\$ 2,664.00	
			\$2,664.00
67			
North River Ranch CD	Driggers Engineering Services	\$ 21,434.00	
		\$ 4,854.00	
		\$ 3,425.00	
		\$ 1,664.00	
			\$31,377.00
68			
Fieldstone (Morgan's Gl	Booth Design Group	\$ 3,750.00	
	OnSight Industries	\$ 1,050.00	
			\$4,800.00
69			
Fieldstone	Apex Workplace Solutions	\$ 2.88	
	Clean Sweep Parking Lot Maintenance	\$ 170.00	
	Eco-Logic Services	\$ 1,525.00	
		\$ 1,200.00	
	Envera	\$ 817.82	
	Jan-Pro of Manasota		
		\$ 181.53	
		\$ 88.97	
		\$ 350.00	
		\$ 895.00	
	Macrolease	\$ 695.00	

	Neal Land & Neighborhoods	\$ 173.88	
	S&G Pools	\$ 700.00	
		\$ 900.00	
	Spectrum	\$ 99.42	
	Sunrise Landscape	\$ 25,981.62	
		\$ 5,780.19	
		\$ 5,780.19	
		\$ 1,264.35	
North River Ranch ISD	Kutak Rock	\$ 1,807.69	
	McClatchy Company	\$ 138.06	
		\$ 140.40	
			\$48,692.00
70			
Fieldstone (1C,1D)	Jon M Hall Company	\$ 36,608.44	
	OnSight Industries	\$ 2,185.00	
		\$ 495.00	
			\$39,288.44
71			
Fieldstone (Morgan's Glen)	OnSight Industries	\$ 1,100.00	
			\$1,100.00
72			
Fieldstone	Apex Workplace Solutions	\$ 13.31	
	BCI Entities	\$ 1,340.00	
	Daystar Exterior Cleaning	\$ 687.00	
	Frontier	\$ 60.99	
	Target Graphics	\$ 115.00	
North River Ranch ISD	Deluxe Corporation	\$ 125.00	
	Sunrise Landscape		
	Supervisor Fees - 02/09/2022 Meeting	\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
		\$ 200.00	
			\$ 3,341.30
73			
Fieldstone (1C,1D)	Ardurra Group	\$ 4,100.00	
	Driggers Engineering Services	\$ 242.00	
		\$ 577.00	
	Stantec Consulting Services	\$ 2,160.00	

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 065

1/28/2022

Item No.	Vendor	Invoice Number	General Fund
<u>FIELDSTONE</u>			
1	Apex Workplace Solutions Office Supplies	2295313-0	\$ 294.88
2	Egis Insurance & Risk Advisors Insurance	14460	\$ 457.00
3	Frontier Pavilion Services 01/23/2022 - 02/22/2022	--	\$ 605.21
4	Manatee County Utilities Department 11510 Little River Way ; Service 12/17/2021 - 01/18/2022 8905 Grand River Parkway 11539 Little River Way 8414 Arrow Creek Drive ; Service 12/17/2021 - 01/20/2022	Acct: 312296-162425 Acct: 312296-164615 Acct: 312296-164711 Acct: 312296-170584	\$ 999.92 \$ 348.13 \$ 533.02 \$ 212.40
<i>Fieldstone Subtotal DO NOT FUND</i>			\$ 3,450.56

NORTH RIVER RANCH CDD

North River Ranch CDD Subtotal - PAYABLE TO NORTH RIVER RANCH CDD **\$ -**

NORTH RIVER RANCH ISD

1	Supervisor Fees - 01/12/2022 Meeting Dale Weidemiller John Leinaweaver Pete Williams Janice Snow John Blakley	-- -- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
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North River Ranch ISD Subtotal - PAYABLE TO NORTH RIVER RANCH ISD **\$ 1,000.00**

TOTAL **\$4,450.56**

Vivian Carvalho
Secretary / Assistant Secretary


Board Member

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 066

1/28/2022

Item No.	Vendor	Invoice Number	Construction Fund
<u>FIELDSTONE (1C, 1D)</u>			
1	Dewberry Engineers Phases 1C & 1D Services Through 12/31/2021	2065853	\$ 2,664.00
TOTAL - PAYABLE TO FIELDSTONE CDD			\$2,664.00

Vivian Carvalho

Secret ant Secretary



Board Member

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 067

1/28/2022

Item No.	Vendor	Invoice Number	Construction Fund
<u>NORTH RIVER RANCH CDD</u>			
Driggers Engineering Services			
	NRR Phases 4C & 4D Services Through 08/31/2021	EO12734	\$ 21,434.00
	NRR Phases 4C & 4D Services	EO12746	\$ 4,854.00
	Future School Services	EO12756	\$ 3,425.00
	NRR Phases 4C & 4D Borings	EO12782	\$ 1,664.00
Total - PAYABLE TO NORTH RIVER RANCH CDD			\$31,377.00

Vivian Carvalho

Secretary / Assistant Secretary



Board Member

RECEIVED

By Amanda Lane at 9:24 am, Jan 31, 2022

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 068

1/28/2022

Item No.	Vendor	Invoice Number	Construction Fund
<u>FIELDSTONE (MORGAN'S GLEN)</u>			
1	Booth Design Group Morgan's Glen Perimeter #5	3025	\$ 3,750.00
2	OnSight Industries Phase 1A-B Reinstall Mailboxes	006-22-311138-1	\$ 1,050.00
Total - PAYABLE TO FIELDSTONE CDD			\$ 4,800.00

Vivian Carvalho

Secretary / Assistant Secretary



Board Member

NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT

Funding Request No. 069

2/4/2022

Item No.	Vendor	Invoice Number	General Fund
<u>FIELDSTONE</u>			
1	Apex Workplace Solutions Office Supplies	2295313-1	\$ 2.88
2	Clean Sweep Parking Lot Maintenance Power Sweeping on 01/06/2022	47059	\$ 170.00
3	Eco-Logic Services Quarterly Fort Hamer Road Wetland Maintenance January Maintenance (Riverfield)	1676 1689	\$ 1,525.00 \$ 1,200.00
4	Envera Grand Reserve Video Monitoring	711796	\$ 817.82
5	Jan-Pro of Manasota Brightwood Cleaning Supplies Riverfield Cleaning Supplies Riverfield Cleaning Brightwood Cleaning	861 869 69939 70000	\$ 181.53 \$ 88.97 \$ 350.00 \$ 895.00
6	Macrolease FitRev Lease	322292	\$ 695.00
7	Neal Land & Neighborhoods Reimbursement: Obstacle Course	NRRMKTG 6450	\$ 173.88
8	S&G Pools Riverfield February Pool Service Brightwood February Pool Service	14427 16322	\$ 700.00 \$ 900.00
9	Spectrum 11510 Little River Way ; Service 01/28/2022 - 02/27/2022	85187901013022	\$ 99.42
10	Sunrise Landscape January Landscaping Maintenance Additional Maintenance - Week of January 10 Additional Maintenance - Week of January 24 January Irrigation Inspection	4124 4125 4126 B3315	\$ 25,981.62 \$ 5,780.19 \$ 5,780.19 \$ 1,264.35

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

Fieldstone Subtotal - DO NOT FUND **\$ 46,605.85**



**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 069

2/4/2022

Item No.	Vendor	Invoice Number	General Fund
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NORTH RIVER RANCH CDD

North River Ranch CDD Subtotal - PAYABLE TO NORTH RIVER RANCH CDD \$

NORTH RIVER RANCH ISD

1	Kutak Rock General Counsel Through 12/31/2021	2979436	\$ 1,807.69
2	McClatchy Company Legal Advertising on 01/05/2022 ; Ad: IPL0053513 Legal Advertising on 02/02/2022 ; Ad: IPL0057308	91647 205316	\$ 138.06 \$ 140.40

North River Ranch ISD Subtotal - PAYABLE TO NORTH RIVER RANCH ISD \$ 2,086.15

TOTAL \$48,692.00

Venessa Ripoll

Secretary / Assistant Secretary



Board Member

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 070

2/4/2022

Item No.	Vendor	Invoice Number	Construction Fund
<u>FIELDSTONE (1C, 1D)</u>			
1	Jon M Hall Company Phase 1C & 1D West Pay Application 13 Through 01/31/2022	--	\$ 36,608.44
2	OnSight Industries Phases 1B, 1C & 1DW Mailboxes	006-21-293384-2	\$ 2,185.00
	Phases 1B, 1C & 1DW Move 4 Existing Mailboxes	006-21-299664-1	\$ 495.00
TOTAL - PAYABLE TO FIELDSTONE CDD			\$ 39,288.44


Secretary / Assistant Secretary


Board Member

RECEIVED
By Amanda Lane at 10:42 am, Feb 07, 2022

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 071

2/4/2022

Item No.	Vendor	Invoice Number	Construction Fund
<u>FIELDSTONE (MORGAN'S GLEN)</u>			
1	OnSight Industries Handicap Parking Sign Core Drilling/Install	006-22-311116-1	\$ 1,100.00
Total - PAYABLE TO FIELDSTONE CDD			\$ 1,100.00

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 072

2/11/2022

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
<u>FIELDSTONE</u>				
1	Apex Workplace Solutions Office Supplies	2299544-0	\$ 13.31	FY 2022
2	BCI Entities Relocate Irrigation Controller	221067	\$ 1,340.00	FY 2022
3	Daystar Exterior Cleaning February Maintenance	14942	\$ 687.00	FY 2022
4	Frontier Services 02/03/2022 - 03/02/2022	--	\$ 60.99	FY 2022
5	Target Graphics NRR Business Cards	89651	\$ 115.00	FY 2022
<i>Fieldstone Subtotal - DO NOT FUND</i>			\$ 2,216.30	

NORTH RIVER RANCH CDD

North River Ranch CDD Subtotal - PAYABLE TO NORTH RIVER RANCH CDD **\$**

NORTH RIVER RANCH ISD

1	Deluxe Corporation Check Order	358826	\$ 125.00	FY 2022
2	Supervisor Fees - 02/09/2022 Meeting			
	Dale Weidemiller	--	\$ 200.00	FY 2022
	John Leinaweaver	--	\$ 200.00	FY 2022
	Pete Williams	--	\$ 200.00	FY 2022
	Janice Snow	--	\$ 200.00	FY 2022
	John Blakley	--	\$ 200.00	FY 2022

North River Ranch ISD Subtotal - PAYABLE TO NORTH RIVER RANCH ISD **1,125.00**

TOTAL **\$3,341.30**

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 073

2/11/2022

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
<u>FIELDSTONE (1C, 1D)</u>				
1	Ardurra Group Gopher Tortoise Survey Services Through 12/31/2020	112932	\$ 4,100.00	FY 2022
2	Driggers Engineering Services Phase 1D Materials Testing Through 01/28/2022 Phase 1C Materials Testing Through 01/28/2022	SAL15538 SAL15545	\$ 242.00 \$ 577.00	FY 2022 FY 2022
3	Stantec Consulting Services Phase 1C & 1DW Wetland Buffer Services Through 12/03/2021	1864537	\$ 2,160.00	FY 2022

TOTAL - PAYABLE TO FIELDSTONE CDD \$ 7,079.00

Venessa Ripoll

Secretary / Assistant Secretary



Board Member

RECEIVED
By Amanda Lane at 10:06 am, Feb 16, 2022

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 074

2/11/2022

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
1	Sunrise Landscape			
	Pay Application #2 Through 10/31/2021		\$ 22,794.53	FY 2022

Total - PAYABLE TO FIELDSTONE CDD \$ 22,794.53

Venessa Ripoll
Secretary / Assistant Secretary


Board Member

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By Amanda Lane at 10:06 am, Feb 16, 2022

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 075

2/11/2022

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
<u>FIELDSTONE (MORGAN'S GLEN)</u>				
1	Egolf Land Services Morgan's Glen Site Work	1040	\$ 10,578.75	FY 2022
2	Sunrise Landscape Pay Application #9 Through 12/31/2021	74625	\$ 72,117.49	FY 2022
Total - PAYABLE TO FIELDSTONE CDD			\$ 82,696.24	

Venessa Ripoll
Secretary / Assistant Sec



**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 076

2/11/2022

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
1	Booth Design Group NRR Phase 4C-1 Services	3033	\$ 5,700.00	FY 2022

Total - PAYABLE TO NORTH RIVER RANCH CDD \$ 5,700.00

Venessa Ripoll
Secretary / Assistant Secretary



Board Member

RECEIVED
By Amanda Lane at 10:06 am, Feb 16, 2022

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 077

2/18/2022

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
<u>FIELDSTONE</u>				
1	Apex Workplace Solutions Office Supplies	2302286-0	\$ 66.50	FY 2022
2	Envera Riverfield Video Monitoring	711846	\$ 350.00	FY 2022
3	PFM Group Consulting January Reimbursables	OE-EXP-02-019	\$ 10.70	FY 2022
4	WTS International February Management Fee / Insurance	1698	\$ (962.50)	FY 2022
	January Management Fee / Insurance	1699	\$ (962.50)	FY 2022
	February Management Fee / Insurance	12330021	\$ 2,750.00	FY 2022
	Payroll - Pay Period 01/16/2022 - 01/31/2022	12330375	\$ 1,897.35	FY 2022
	February Employee Benefits	12331503	\$ 550.50	FY 2022
	March Employee Benefits	12331504	\$ 550.50	FY 2022
	Payroll - Pay Period 01/01/2022 - 01/15/2022	12331560	\$ 890.03	FY 2022

Fieldstone Subtotal - DO NOT FUND **\$ 5,140.58**

NORTH RIVER RANCH CDD

North River Ranch CDD Subtotal - PAYABLE TO NORTH RIVER RANCH CDD **\$ -**

NORTH RIVER RANCH ISD

1	PFM Group Consulting Series 2019, MG, 2020 Quarterly Dissemination	119122	\$ 3,750.00	FY 2022
	DM Fee: February 2022	DM-02-2022-036	\$ 5,833.33	FY 2022
	January Reimbursables	OE-EXP-02-036	\$ 13.78	FY 2022

North River Ranch ISD Subtotal - PAYABLE TO NORTH RIVER RANCH ISD **\$ 9,597.11**

TOTAL **\$14,737.69**

Venessa Ripoll

Secretar / A sist t Secret



**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 078

2/18/2022

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
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FIELDSTONE (1C, 1D)

1	Dewberry Engineers Phases 1C & 1D Services Through 01/28/2022	2078876	\$ 7,731.00	FY 2022
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TOTAL - PAYABLE TO FIELDSTONE CDD \$ 7,731.00

Venessa Ripoll
Secretary / Assistant Sec



**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 079

2/18/2022

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
1	WillScot			
	60x12 Mobile Office Rental 02/16/2022 - 03/15/2022	9013097199	\$ 1,060.83	FY 2022

Total - PAYABLE TO FIELDSTONE CDD \$ 1,060.83

Venessa Ripoll

Secretary / Assistant Secretary



Board Member

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 080

2/18/2022

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
<u>FIELDSTONE (MORGAN'S GLEN)</u>				
1	Booth Design Group Morgan's Glen Townhomes	3043	\$ 605.00	FY 2022
2	Dewberry Engineers Morgan's Glen Services Through 01/28/2022	2078875	\$ 510.00	FY 2022
Total - PAYABLE TO FIELDSTONE CDD			\$ 1,115.00	


Secretary / Assistant Secretary


Board Member

**NORTH RIVER RANCH
IMPROVEMENT STEWARDSHIP DISTRICT**

Funding Request No. 081

2/18/2022

Item No.	Vendor	Invoice Number	Construction Fund	Fiscal Year
1	Amerritt NRR Phase 4C-1 Services	21-457	\$ 3,500.00	FY 2022

Total - PAYABLE TO NORTH RIVER RANCH CDD \$ 3,500.00

Venessa Ripoll

Secretary / Assistant Secretary



Board Member

North River Ranch Improvement Stewardship District

Review of District Financial Statements

North River Ranch Improvement Stewardship District

Statement of Financial Position

As of 1/31/2022

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
<u>Assets</u>					
Fieldstone					
<u>Current Assets</u>					
General Checking Account	\$657,579.85				\$657,579.85
Debit Card	500.01				500.01
Assessments Receivable	63,421.20				63,421.20
Deposits	2,000.00				2,000.00
Assessments Receivable		\$63,744.59			63,744.59
Debt Service Reserve (Series 2019)		166,061.22			166,061.22
Debt Service Reserve (Morgan's Glen)		91,060.27			91,060.27
Revenue (Series 2019)		492,067.29			492,067.29
Revenue (Morgan's Glen)		211,149.92			211,149.92
Prepayment A2 (Series 2019)		205,006.80			205,006.80
Prepayment A2 (Morgan's Glen)		753,941.26			753,941.26
Sinking Fund A1 (Series 2019)		0.06			0.06
Sinking Fund (Morgan's Glen)		0.03			0.03
Revenue (Series 2021B)		10,623.40			10,623.40
Interest (Series 2021B)		1.71			1.71
Prepayment (Series 2021B)		1,066,016.53			1,066,016.53
Accounts Receivable - Due from Developer			\$1,438,960.28		1,438,960.28
Acquisition/Construction (Series 2019)			117,437.62		117,437.62
Acquisition/Construction (Morgan's Glen)			24,343.68		24,343.68
Restricted Acq/Constr (Morgan's Glen)			2.82		2.82
Acquisition/Construction (Series 2021B)			22,071.51		22,071.51
North River Ranch CDD					
General Checking Account	\$7,708.72				7,708.72
Accounts Receivable - Due from Developer	11,534.99				11,534.99
Prepaid Expenses	1,540.84				1,540.84
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, A2 Revenue		4.15			4.15
Series 2020 A3 Revenue		1.27			1.27

North River Ranch Improvement Stewardship District

Statement of Financial Position

As of 1/31/2022

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
Accounts Receivable - Due from Developer			\$31,377.00		31,377.00
Series 2020 A1, A2 Acq/Construction			1,487,158.77		1,487,158.77
Series 2020 A3 Acquisition/Construction			10.05		10.05
North River Ranch ISD					
General Checking Account	\$5,100.72				5,100.72
Accounts Receivable - Due from Developer	47,018.27				47,018.27
Accounts Receivable - Due from Developer			\$27,500.00		27,500.00
Total Current Assets	<u>\$796,404.60</u>	<u>\$3,489,044.75</u>	<u>\$3,148,861.73</u>	<u>\$0.00</u>	<u>\$7,434,311.08</u>
Fieldstone					
<u>Investments</u>					
Amount Available in Debt Service Funds				\$2,995,928.49	\$2,995,928.49
Amount To Be Provided				15,774,071.51	15,774,071.51
North River Ranch CDD					
Amount Available in Debt Service Funds				\$429,371.67	429,371.67
Amount To Be Provided				16,465,628.33	16,465,628.33
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$35,665,000.00</u>	<u>\$35,665,000.00</u>
Total Assets	<u><u>\$796,404.60</u></u>	<u><u>\$3,489,044.75</u></u>	<u><u>\$3,148,861.73</u></u>	<u><u>\$35,665,000.00</u></u>	<u><u>\$43,099,311.08</u></u>

Liabilities and Net Assets

Fieldstone					
<u>Current Liabilities</u>					
Accounts Payable	\$11,576.72				\$11,576.72
Deferred Revenue	63,421.20				63,421.20
Deferred Revenue		\$63,744.59			63,744.59
Accounts Payable			\$1,438,960.28		1,438,960.28
Retainage Payable			181,511.30		181,511.30
Deferred Revenue			1,438,960.28		1,438,960.28
Retainage Payable			541,538.05		541,538.05
North River Ranch CDD					
Accounts Payable	\$11,534.99				11,534.99
Deferred Revenue	11,534.99				11,534.99
Accounts Payable			\$432,609.64		432,609.64
Retainage Payable			272,954.08		272,954.08
Deferred Revenue			31,377.00		31,377.00

North River Ranch Improvement Stewardship District
Statement of Financial Position
As of 1/31/2022

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
North River Ranch ISD					
Accounts Payable	\$47,018.27				47,018.27
Deferred Revenue	47,018.27				47,018.27
Accounts Payable			\$27,500.00		27,500.00
Deferred Revenue			27,500.00		27,500.00
Total Current Liabilities	\$192,104.44	\$63,744.59	\$4,392,910.63	\$0.00	\$4,648,759.66
Fieldstone					
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$18,770,000.00	\$18,770,000.00
North River Ranch CDD					
Revenue Bonds Payable - Long-Term				\$16,895,000.00	16,895,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$35,665,000.00	\$35,665,000.00
Total Liabilities	\$192,104.44	\$63,744.59	\$4,392,910.63	\$35,665,000.00	\$40,313,759.66
Fieldstone					
<u>Net Assets</u>					
Net Assets, Unrestricted	\$45,695.83				\$45,695.83
Current Year Net Assets - Unrestricted	(0.74)				(0.74)
Net Assets - General Government	(63,030.99)				(63,030.99)
Current Year Net Assets - General Government	665,839.04				665,839.04
Net Assets, Unrestricted		\$1,961,372.42			1,961,372.42
Current Year Net Assets, Unrestricted		(42,085.57)			(42,085.57)
Net Assets, Unrestricted		\$348,476.18			348,476.18
Current Year Net Assets, Unrestricted		728,165.46			728,165.46
Net Assets, Unrestricted			(\$1,516,525.69)		(1,516,525.69)
Current Year Net Assets, Unrestricted			37,838.23		37,838.23
Net Assets, Unrestricted			(\$407,123.87)		(407,123.87)
Current Year Net Assets, Unrestricted			(112,342.67)		(112,342.67)

North River Ranch Improvement Stewardship District

Statement of Financial Position

As of 1/31/2022

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
North River Ranch CDD					
Net Assets, Unrestricted	\$106.00				106.00
Net Assets - General Government	6,602.72				6,602.72
Current Year Net Assets - General Government	(8,994.15)				(8,994.15)
Net Assets, Unrestricted		\$787,932.21			787,932.21
Current Year Net Assets, Unrestricted		(358,560.54)			(358,560.54)
Net Assets, Unrestricted			\$3,308,745.89		3,308,745.89
Current Year Net Assets, Unrestricted			(2,527,140.79)		(2,527,140.79)
North River Ranch ISD					
Net Assets - General Government	(\$6,257.28)				(6,257.28)
Current Year Net Assets - General Government	(35,660.27)				(35,660.27)
Net Assets, Unrestricted			(\$10,834.18)		(10,834.18)
Current Year Net Assets, Unrestricted			(16,665.82)		(16,665.82)
Total Net Assets	<u>\$604,300.16</u>	<u>\$3,425,300.16</u>	<u>(\$1,244,048.90)</u>	<u>\$0.00</u>	<u>\$2,785,551.42</u>
Total Liabilities and Net Assets	<u>\$796,404.60</u>	<u>\$3,489,044.75</u>	<u>\$3,148,861.73</u>	<u>\$35,665,000.00</u>	<u>\$43,099,311.08</u>

Fieldstone CDD
Statement of Activities
As of 1/31/2022

	General Fund	Debt Service	Construction Fund	Long-Term Debt Fund	Total
Revenues					
Fieldstone					
On-Roll Assessments	\$392,998.30				\$392,998.30
Off-Roll Assessments	556,182.14				556,182.14
Developer Contributions	0.08				0.08
Inter-Fund Transfers In	(0.74)				(0.74)
On-Roll Assessments		\$395,002.23			395,002.23
Off-Roll Assessments		295,456.13			295,456.13
Other Assessments		1,134,698.07			1,134,698.07
Other Assessments		1,072,959.36			1,072,959.36
Developer Contributions			\$1,606,223.95		1,606,223.95
Other Income & Other Financing Sources			119,559.85		119,559.85
Inter-Fund Transfers In			0.74		0.74
North River Ranch CDD					
Developer Contributions	\$9,470.03				9,470.03
Inter-Fund Group Transfers In		(\$38.74)			(38.74)
Inter-Fund Transfers In			\$38.74		38.74
North River Ranch ISD					
Developer Contributions	\$42,831.30				42,831.30
Other Income & Other Financing Sources	100.00				100.00
Developer Contributions			\$12,845.18		12,845.18
Total Revenues	<u>\$1,001,581.11</u>	<u>\$2,898,077.05</u>	<u>\$1,738,668.46</u>	<u>\$0.00</u>	<u>\$5,638,326.62</u>
Expenses					
Fieldstone					
Trustee Services	\$6,384.81				\$6,384.81
Assessment Administration	12,500.00				12,500.00
Postage & Shipping	7.35				7.35
Legal Advertising	66.69				66.69
Miscellaneous	8,615.05				8,615.05
Property Taxes	74.50				74.50
Web Site Maintenance	700.00				700.00
Dues, Licenses, and Fees	425.35				425.35
Activities Director	6,036.80				6,036.80
Electric	19,996.88				19,996.88
Clubhouse Electric	6,654.84				6,654.84

Fieldstone CDD
Statement of Activities
As of 1/31/2022

	General Fund	Debt Service	Construction Fund	Long-Term Debt Fund	Total
Water Reclaimed	8,407.90				8,407.90
Amenity - Cable TV / Internet	8,742.12				8,742.12
Amenity - Landscape Maintenance	15,114.00				15,114.00
Amenity - Irrigation Repairs	5,332.58				5,332.58
Amenity - Pool Maintenance	6,400.00				6,400.00
Amenity - Janitorial	5,726.64				5,726.64
Amenity - Pest Control	9,745.38				9,745.38
Equipment Rental	8,700.94				8,700.94
General Insurance	2,963.00				2,963.00
Irrigation - Repair and Maintenance	6,131.08				6,131.08
Lake Maintenance	10,400.00				10,400.00
Landscaping Maintenance & Material	78,674.04				78,674.04
Landscape Improvements	42,900.00				42,900.00
Wetland Mitigation	3,250.00				3,250.00
Equipment Repair & Maintenance	1,025.94				1,025.94
Cleaning	8,198.00				8,198.00
Lighting	195.77				195.77
Principal Payment - S19A2		\$510,000.00			510,000.00
Principal Payment - S19A2 Morgan's Glen		830,000.00			830,000.00
Interest Payments - S19A1		250,376.25			250,376.25
Interest Payments - S19A2		19,126.26			19,126.26
Interest Payments - S19A1 Morgan's Glen		135,555.00			135,555.00
Interest Payments - S19A2 Morgan's Glen		122,200.00			122,200.00
Principal Payments - S21B		270,000.00			270,000.00
Interest Payments - S21B		74,798.89			74,798.89
Engineering			\$29,059.50		29,059.50
Contingency			1,658,887.92		1,658,887.92
Engineering			567.00		567.00
Contingency			111,775.98		111,775.98
North River Ranch CDD					
Trustee Services	\$7,704.16				7,704.16
Engineering	6,930.00				6,930.00
Postage & Shipping	5.30				5.30
Copies	281.71				281.71
Legal Advertising	62.01				62.01
Web Site Maintenance	800.00				800.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	2,506.00				2,506.00

Fieldstone CDD
Statement of Activities
As of 1/31/2022

	General Fund	Debt Service	Construction Fund	Long-Term Debt Fund	Total
Interest Payments (S2020-A1)		\$153,212.50			153,212.50
Interest Payments (S2020-A2)		105,210.00			105,210.00
Interest Payments (S2020-A3)		100,106.25			100,106.25
Engineering			\$65,397.00		65,397.00
Contingency			2,461,828.14		2,461,828.14
North River Ranch ISD					
Supervisor Fees	\$4,000.00				4,000.00
Management	23,333.32				23,333.32
Dissemination Agent	3,750.00				3,750.00
District Counsel	5,568.54				5,568.54
Postage & Shipping	40.02				40.02
Copies	280.55				280.55
Legal Advertising	650.44				650.44
Web Site Maintenance	900.00				900.00
Dues, Licenses, and Fees	175.00				175.00
Activities Director of Fun	2,001.70				2,001.70
General Insurance	37,892.00				37,892.00
Engineering			\$5,915.00		5,915.00
District Counsel			2,121.00		2,121.00
Contingency			21,475.00		21,475.00
Total Expenses	\$380,425.41	\$2,570,585.15	\$4,357,026.54	\$0.00	\$7,308,037.10

Other Revenues (Expenses) & Gains (Losses)

Fieldstone

Interest Income	\$28.18				\$28.18
Interest Income		\$15.51			15.51
Interest Income		4.99			4.99
Interest Income			\$1.11		1.11
Interest Income			0.31		0.31

North River Ranch CDD

Interest Income		\$6.95			6.95
Interest Income			\$45.61		45.61
Total Other Revenues (Expenses) & Gains (Losses)	\$28.18	\$27.45	\$47.03	\$0.00	\$102.66

Change In Net Assets

	\$621,183.88	\$327,519.35	(\$2,618,311.05)	\$0.00	(\$1,669,607.82)
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Net Assets At Beginning Of Year

	(\$16,883.72)	\$3,097,780.81	\$1,374,262.15	\$0.00	\$4,455,159.24
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Net Assets At End Of Year

	\$604,300.16	\$3,425,300.16	(\$1,244,048.90)	\$0.00	\$2,785,551.42
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North River Ranch Improvement Stewardship District
 Budget to Actual
 For the Month Ending 01/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 392,998.30	\$ -	\$ 392,998.30	\$ -
Off-Roll Assessments	556,182.14	353,073.17	203,108.97	1,059,219.50
Developer Contributions	52,301.41	-	52,301.41	-
Other Income & Other Financing Sources	100.00	-	100.00	-
Net Revenues	\$ 1,001,581.85	\$ 353,073.17	\$ 648,508.68	\$ 1,059,219.50
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 12,000.00
POL Insurance	-	2,006.67	(2,006.67)	6,020.00
Trustee Services	14,088.97	5,000.00	9,088.97	15,000.00
District Management	23,333.32	23,333.33	(0.01)	70,000.00
Engineering	6,930.00	11,666.67	(4,736.67)	35,000.00
Dissemination Agent	3,750.00	6,666.67	(2,916.67)	20,000.00
District Counsel	5,568.54	10,000.00	(4,431.46)	30,000.00
Assessment Administration	12,500.00	6,666.67	5,833.33	20,000.00
Reamortization Schedules	-	333.33	(333.33)	1,000.00
Audit	-	4,000.00	(4,000.00)	12,000.00
Arbitrage Calculation	-	666.67	(666.67)	2,000.00
Travel and Per Diem	-	166.67	(166.67)	500.00
Telephone	-	66.67	(66.67)	200.00
Postage & Shipping	52.67	100.00	(47.33)	300.00
Copies	562.26	166.67	395.59	500.00
Legal Advertising	779.14	1,666.67	(887.53)	5,000.00
Bank Fees	-	120.00	(120.00)	360.00
Miscellaneous	8,615.05	916.67	7,698.38	2,750.00
Office Supplies	-	83.33	(83.33)	250.00
Property Taxes	74.50	16.67	57.83	50.00
Web Site Maintenance	2,400.00	900.00	1,500.00	2,700.00
Dues, Licenses, and Fees	775.35	58.33	717.02	175.00
Activities Director of Fun	8,038.50	33,333.33	(25,294.83)	100,000.00
Maintenance Staff	-	5,000.00	(5,000.00)	15,000.00
Total General & Administration Expenses	\$ 91,468.30	\$ 116,935.02	\$ (25,466.72)	\$ 350,805.00

North River Ranch Improvement Stewardship District
 Budget to Actual
 For the Month Ending 01/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget
<u>Brightwood Pavilion - Amenity</u>				
Clubhouse Electric	\$ 4,241.30	\$ 4,000.00	\$ 241.30	\$ 12,000.00
Clubhouse Water	-	120.00	(120.00)	360.00
Amenity - Cable TV / Internet / Wi-Fi	5,246.75	3,000.00	2,246.75	9,000.00
Amenity - Landscape Maintenance	15,114.00	20,000.00	(4,886.00)	60,000.00
Amenity - Irrigation Repairs	5,332.58	3,333.33	1,999.25	10,000.00
Amenity - Pool Maintenance	3,600.00	3,600.00	-	10,800.00
Amenity - Exterior Cleaning	5,450.00	3,000.00	2,450.00	9,000.00
Amenity - Interior Cleaning	4,275.45	1,600.00	2,675.45	4,800.00
Amenity - Pest Control	9,745.38	5,000.00	4,745.38	15,000.00
Amenity - Fitness Equipment Leasing	-	2,780.00	(2,780.00)	8,340.00
Amenity - Envera Security - 8 monitored Camaras	-	4,000.00	(4,000.00)	12,000.00
Total Brightwood Pavilion - Amenity Expenses	\$ 53,005.46	\$ 50,433.33	\$ 2,572.13	\$ 151,300.00
<u>Riverfield Verandah - Amenity</u>				
Clubhouse Electric	\$ 2,413.54	\$ 1,250.00	\$ 1,163.54	\$ 3,750.00
Clubhouse Water	-	90.00	(90.00)	270.00
Amenity - Cable TV / Internet / Wi-Fi	3,495.37	1,000.00	2,495.37	3,000.00
Amenity - Landscape Maintenance	-	1,500.00	(1,500.00)	4,500.00
Amenity - Pool Maintenance	2,800.00	2,160.00	640.00	6,480.00
Amenity - Exterior Cleaning	2,748.00	1,500.00	1,248.00	4,500.00
Amenity - Interior Cleaning	1,451.19	1,185.00	266.19	3,555.00
Amenity - Envera Security - 8 monitored Camaras	-	1,786.50	(1,786.50)	5,359.50
Total Riverfield Verandah - Amenity Expenses	\$ 12,908.10	\$ 10,471.50	\$ 2,436.60	\$ 31,414.50

North River Ranch Improvement Stewardship District
 Budget to Actual
 For the Month Ending 01/31/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget
<u>Field Expenses</u>				
Electric	\$ 19,996.88	\$ 4,666.67	\$ 15,330.21	\$ 14,000.00
Equipment Rental	8,700.94	10,000.00	(1,299.06)	30,000.00
General Insurance	43,361.00	1,666.67	41,694.33	5,000.00
Property & Casualty Insurance	-	8,333.33	(8,333.33)	25,000.00
Water Reclaimed	8,407.90	3,333.33	5,074.57	10,000.00
Mitigation	-	400.00	(400.00)	1,200.00
Stormwater - Repair and Maintenance	-	8,333.33	(8,333.33)	25,000.00
Irrigation - Repair and Maintenance	6,131.08	333.33	5,797.75	1,000.00
Lake Maintenance	10,400.00	16,666.67	(6,266.67)	50,000.00
Landscaping Maintenance & Material	78,674.04	83,333.33	(4,659.29)	250,000.00
Landscape Improvements	42,900.00	8,333.33	34,566.67	25,000.00
Wetland Mitigation	3,250.00	-	3,250.00	-
Contingency	-	166.67	(166.67)	500.00
Equipment Repair & Maintenance	1,025.94	333.33	692.61	1,000.00
Street Sweeping	-	12,333.33	(12,333.33)	37,000.00
Lighting	195.77	333.33	(137.56)	1,000.00
Streetlights - Leasing	-	16,666.67	(16,666.67)	50,000.00
Total Field Expenses	\$ 223,043.55	\$ 175,233.32	\$ 47,810.23	\$ 525,700.00
Total Expenses	\$ 380,425.41	\$ 353,073.17	\$ 27,352.24	\$ 1,059,219.50
Income (Loss) from Operations	\$ 621,156.44	\$ -	\$ 621,156.44	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 28.18	\$ -	\$ 28.18	\$ -
Total Other Income (Expense)	\$ 28.18	\$ -	\$ 28.18	\$ -
Net Income (Loss)	\$ 621,184.62	\$ -	\$ 621,184.62	\$ -