

Fieldstone Community Development District

12051 Corporate Blvd., Orlando, FL 32817

Phone: 407-723-5900, Fax: 407-723-5901

www.fieldstonecdd.com

The meeting of the Board of Supervisors for the **Fieldstone Community Development District** will be held **Wednesday, May 12, 2021 at 1:30 p.m. located at 8141 Lakewood Main Street, Bradenton, FL 34202**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

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

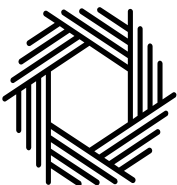
General Business Matters

1. Consideration of the Minutes of the April 14, 2021 Board of Supervisors' Meeting
2. Consideration of Resolution 2021-08, Amending Resolution 2021-07, Bond Delegation Award Resolution
3. Consideration of Resolution 2021-09, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Hearing Date of August 11, 2021] (*under separate cover*)
4. Update of WTS Agreement with the District for Onsite Management Services
5. Letter from Supervisor of Elections- Manatee County
6. Ratification of PRECO Agreement, Morgans Glen 3A
7. Review and Consideration of Change Order No. 12, Woodruff & Sons, Inc.
8. Ratification of Funding Requests 2021-28 – 2021-45
9. Ratification of Payment Authorizations # 22-26
10. Ratification of Requisitions Morgan's Glen Project # 2019-84 – 2019-92

Other Business of District Financial Statements (*under separate cover*)

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Audience Comments
- Supervisors Requests

Adjournment



pfm

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the April 14, 2021
Board of Supervisors' Meeting

MINUTES OF MEETING

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

**Wednesday, April 14, 2021 at 1:30 p.m.
8141 Lakewood Main Street,
Bradenton, FL 34202**

Board Members present at roll call via speakerphone or in person:

Pete Williams	Chairperson
Sandy Foster	Vice Chairperson
Priscilla Heim	Assistant Secretary
John Blakley	Assistant Secretary
Dale Weidemiller	Assistant Secretary

Also present at roll call via speakerphone or in person:

Vivian Carvalho	District Manager-PFM Group Consulting LLC	
Venessa Ripoll	Assistant District Manager- PFM Group Consulting LLC (via phone)	
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Kim Ashton	Vogler Ashton	(via phone)
Rob Engle	District Engineer- Stantec	(via phone)
Jim Schier	Neal Communities	
John McKay	Neal Communities	
John Leinaweaver	Neal Communities	
Tom Panaseney	Neal Communities	(via phone)
Mark Roscoe	Neal Communities	(via phone)
Janice Snow	Neal communities	(via phone)
Jonathan Johnson	Hopping Green & Sams	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Carvalho called the meeting to order at 1:53 p.m. and proceeded with roll call. The Board Members and Staff in attendance are outlined above.

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of the Minutes of
the March 10, 2021 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the March 10, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Minutes of the March 10, 2021 Board of Supervisors' Meeting.

**Consideration of the Minutes of
the April 2, 2021 Continued Board
of Supervisors' Meeting**

The Board reviewed the Minutes of the April 2, 2021 Continued Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Minutes of the April 2, 2021 Continued Board of Supervisors' Meeting.

**Review and Consideration of the
Revised Amenity Policy Rules and
Procedure for the District**

Ms. Carvalho explained this is before the Board today because the District is close to completing the second amenity center in the community. When the Board went through the rulemaking process for the first amenity it did not have the new amenity in place. Ms. Carvalho stated the Revised Amenity Policy Rules and Procedure outline the new amenity in the second phase and its fees. She asked Mr. Vogler if the Board needs to go through the rulemaking process again. A discussion took place. Mr. Vogler stated the Board does not have to go through the formal rulemaking when the District is expanding the adopted rules to the new amenity center and the price structure is consistent with the initial amenity center.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board Approved Revised Amenity Policy Rules and Procedure for the District.

**Review and Consideration of the
PRECO Underground Residential
Distribution Facilities Installation
Agreement for North River Ranch
Phase 1D West (56) Lots
WO#670557-101**

Mr. Roscoe explained the PRECO Underground Residential Distribution Facilities Installation Agreement for North River Ranch Phase 1D West for 56 lots is to bring power into the site.

Mr. Vogler stated in other phases; the District staff looked at the PRECO Agreements. They have indemnity provisions that District staff find objectionable, and PRECO does not always like the District's entire addendum. He suggested the Board approve the PRECO Underground Residential Distribution Facilities Installation Agreement for North River Ranch Phase 1D West, subject to the inclusion of the provision previously outlined with PRECO agreement for the District.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved PRECO Underground Residential Distribution Facilities Installation Agreement for North River Ranch Phase 1D West for 56 lots, subject to the inclusion of the provision previously outlined with PRECO agreement for the District.

**Review and Consideration of the
PRECO Underground Residential
Distribution Facilities Installation
Agreement for North River Ranch
Phase 1D West (174) Lots
WO#670556-101**

The Board reviewed the PRECO Underground Residential Distribution Facilities Installation Agreement for North River Ranch Phase 1D West for 174 lots.

Mr. Vogler stated in other phases; the District staff looked at the PRECO Agreements. They have indemnity provisions that District staff find objectionable, and PRECO does not always like the District's entire addendum. He suggested the Board approve the PRECO Underground Residential Distribution Facilities Installation Agreement for North River Ranch Phase 1D West, subject to the inclusion of the provision previously outlined with PRECO agreement for the District.

On MOTION by Mr. Weidemiller, seconded by Ms. Heim, with all in favor, the Board approved PRECO Underground Residential Distribution Facilities Installation Agreement for North River Ranch Phase 1D West for 174 lots, subject to the inclusion of the provision previously outlined with PRECO agreement for the District.

Update of WTS Agreement with the District for Onsite Management Services

Ms. Carvalho explained the District initiated this conversation last month and the only item District Management had for the Board at the time was the License Agreement. District Management does not have the WTS Agreement ready for the Boards review today. It was reviewed by District Counsel and the Stewardship District Counsel. The version included in the agenda consists of all updates which are based on the latest revision.

Mr. Vogler stated no document had been finalized that can be presented for action by the Board. Mr. Vogler reviewed the WTS Agreement and made comments. Mr. Johnson's office made comments and asked questions. Ms. Taylor reviewed the WTS Agreement and suggested inclusion of language in the contract. The particular version Mr. Vogler has seen most recently did not have Bond Counsel's language incorporated into the agreement and did not answer the questions posed by Mr. Johnson to move to final drafting.

Mr. Vogler stated the Board previously approved this agreement subject to incorporating the comments of District Counsel, Stewardship District Counsel, and Bond Counsel. They are on track to complete what the Board adopted, but some additional information and drafting are required.

Mr. Vogler noted none of the attorneys for the District had any communication with the vendor, so he does not know if the recommended changes will be agreeable. Some language in the WTS Agreement is not appropriate for working with a CDD, such as confidentiality agreements since the District is a public entity and District staff is unsure how WTS will respond. A discussion took place.

Mr. Johnson asked Ms. Carvalho and her staff to run the indemnity and insurance requirements in the process of revising the agreement.

Ms. Snow asked Mr. Johnson if he is looking for discussion before the District presents this to WTS legal department and how he would like her to handle his comments and bookmarks. Mr. Johnson stated most of the bookmarks could stay in and serve as

discussion points with WTS. He elaborated in some of the comments pertaining to the scope of services they are providing and if it is more development, sales, and marketing-related than District related. If that is the case, then that is an issue for the District. There will need to be some clarification and delineation of some things should be privately funded as opposed to funded by the CDD. The rest of the comments are for WTS to know these conditions exist, such as restrictions on travel and public records.

Ms. Snow asked Mr. Vogler about the email he sent the other evening. It does not address how the District would handle non-residents. Mr. Vogler stated any member of the public could ask for access. Ms. Snow stated the District approved a non-resident user fee. She will go back to the WTS vendor and reach out to Mr. Vogler if she needs more clarification.

Ms. Snow asked if this agreement would be signed by the Board of Supervisors for Fieldstone and not North River Ranch Marketing Group. North River Ranch Marketing Group has a separate contract for all of those marketing scopes of services. Mr. Williams stated the District would have WTS remove the marketing-directed services from this agreement and leave them only in her agreement separate and apart from the CDD. Ms. Snow discussed the Leasing/Renting Agreement for residents. Ms. Snow prepared a second document for a non-resident fee and asked for the Board's direction related to the fee structure. Ms. Carvalho stated the Board already held and approved a non-resident user fee. There is already the cost associated with renting and for the Brightwood Pavilion and Riverfield Verandah in the actual rulemaking. The rental fee is over and above the non-resident user fee. Ms. Snow will make the second leasing agreement for non-resident and bring it back to the Board for ratification.

Mr. Vogler stated he has not been provided a copy of any private agreement between a Developer, Marketing Company, and WTS. So, he is not aware of how those agreements integrate. In the WTS Agreement with the District, it should incorporate the implementation of the non-resident policy. He suggested removing the word "leasing" of District facilities and suggested the use of "licensing."

Mr. Williams recommended, in coordination with Ms. Snow, that they get in touch with the contact for WTS and transmit the form of the agreement with all the bookmarks and comments for their final review. Have WTS submit something back to Ms. Carvalho so she can recirculate it via all three counsels. Once all three counsels sign off the document, then execute the WTS Agreement in final form.

Ms. Snow stated the North River Ranch Marketing Group document is currently with John Neal, who wants to ensure the District business was sorted first and then he will reach out to Ms. Carvalho with the other agreement. No action was required by the Board.

**Review and Consideration of
Change Order No. 11, Morgan's
Glen Phase 1 & 2**

Mr. Engle reviewed Change Order No. 11 to the District's contract with Woodruff & Sons for Morgan's Glen Phase 1 & 2 in the increasing amount of \$198,710.74. It represents coordination and pouring pads for mail kiosks, irrigation meter valves, pool deck drainage from the Amenity Center contractor, repairing damaged curves, sanitary and drainage structures. The time was also increased by 90 days. Mr. Engle suggested the Board make a motion not to approve the 90-days increase.

On MOTION by Mr. Williams, seconded by Mr. Blakley with all in favor, the Board approved Change Order No. 11, Morgan's Glen Phase 1 & 2 in the amount of \$198,710.74 with no increase to number of days.

**Review and Consideration of
Change No. 1, Under Specific
Authorization No. 24**

The Board reviewed Change No. 1, Under Specific Authorization No. 24, with Stantec for their contract for North River Ranch Phase 2. It is a request for a \$59,000.00 increase. The purpose of this request is a change in the concept plan that came after some work had been done on drainage.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved Change No. 1, Under Specific Authorization No. 24 in the amount of \$59,000.00.

**Review and Consideration of
Change order No. 9, SA-5 Grande
Reserve Phase 1**

Mr. Engle stated this is a Stantec request for Change Order No. 9, SA-5 Grande Reserve Phase 1. The Change Oder zeros out several items that were not used in the contract while adding dollars to construction phase services and testing budgets. Phase 1C and 1D were constructed in two phases. 1C had an earthmoving and drainage phase by a

previous contractor, and 1D was split into 1D East and 1D West. Stantec is requesting an additional budget in the amount of \$5,450.00.

On MOTION by Mr. Weidemiller, seconded by Mr. Blakley, with all in favor, the Board approved Change Order No. 9, SA-5 Grande Reserve Phase 1 in the amount of \$5,450.00.

**Review and Consideration of
Change No. 1 to Specific
Authorization No. 25**

Mr. Engle stated this is the Stantec General Services Contract with the District to perform general services in particular. They ask to add \$14,000.00 to that budget for the Supplemental Engineer's Report for North River Ranch Phase 1C and 1D West Bond Issue and the ongoing bidding for Morgan's Glen future phases.

On MOTION by Mr. Weidemiller, seconded by Ms. Heim, with all in favor, the Board approved Change No. 1 to Specific Authorization No. 25 in the amount of \$14,000.00.

**Review and Consideration of
Change Order No. 1, Under
Specific Authorization No. 23**

The Board reviewed Change Order No. 1, Under Specific Authorization No. 23.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved Change Order No. 1, Under Specific Authorization No. 23.

**Ratification of Funding Requests
2021-25- 2021-27**

The Board reviewed Funding Requests 2021-25 – 2021-27.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board ratified Funding Requests 2021-25 – 2021-27.

**Ratification of Payment
Authorizations # 19-21**

The Board reviewed Payment Authorizations # 19-21.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board ratified Payment Authorizations # 19-21.

**Ratification of Requisitions
Morgan's Glen Project # 2019-74
– 2019-83**

The Board reviewed Requisitions Morgan's Glen Project # 2019-74 - 2019-83.

On MOTION by Mr. Weidemiller, seconded by Mr. Blakley, with all in favor, the Board ratified Requisitions Morgan's Glen Project # 2019-74– 2019-83.

**Review of District Financial
Statements**

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

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

THIRD ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – No Report

District Manager – Ms. Carvalho noted the budget process would be initiated at the May meeting for Fiscal Year 2022. The Board will set the public hearing at that meeting to coincide with the District's August meeting.

**Audience Comments and
Supervisor Requests**

Ms. Snow stated a neighboring District asked if they could use the Fieldstone CDD facilities to hold their monthly CDD meetings in Game Room of the Brightwood Pavilion at 2:00 p.m. on Wednesday once a month . The meeting attendance will be 10-12 people. This is a temporary situation for the developing District as they have no other facility in Manatee County to meet.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the neighboring District the use of the Brightwood Pavilion for their meetings and waive the fee charges at this time.

Ms. Carvalho will reach out to the other District and copy Ms. Snow.

Mr. Panaseny stated the landscape maintenance in Fieldstone is currently being done by Sunrise Landscaping, who installed the landscaping. Some of that landscaping is one year old and the total dollar amount of landscaping in the District is over \$1,000,000.00. He recommended the Board consider bidding on the landscape maintenance this year to ensure they are getting the best price and service. The District has an approved vendor list that goes through an RFQ process, but he is unsure if that process exists for landscape maintenance companies. Ms. Carvalho confirmed that there is not a list of vendors for the landscape maintenance RFP process. Ms. Carvalho stated District Management can work with District Engineer to initiate the RFP process for the District.

Mr. Williams asked if the Engineer feels comfortable supplying the Board with specifications for the scope of work. Mr. Engle stated he could help in that process, but they will lean on the Landscape Architect. Mr. Panaseny stated he will also help with the specifics of the RFP. Mr. Williams suggested Mr. Panaseny connect with the Engineer and Ms. Carvalho because the District needs a precise scope of service. They can use it as part of the advertisement. That would allow the District to have something formal for bidders to review. District staff and the Board can use that as part of the evaluation criteria

and get the Board to approve that at the next meeting and begin the RFP process for landscape services. He stated it will take 60-90 days which is close to the next fiscal year for a new landscape company to get started.

FOURTH ORDER OF BUSINESS

Adjournment

There were no other questions or comments. Ms. Carvalho requested a motion to adjourn the meeting.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the April 14, 2021 Meeting of the Board of Supervisors' for the Fieldstone Community Development District was adjourned at 2:29 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-08, Amending
Resolution 2021-07, Bond Delegation Award
Resolution

RESOLUTION 2021-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,500,000 AGGREGATE PRINCIPAL AMOUNT OF ITS FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS IN ONE OR MORE SERIES (THE "SERIES 2021B BONDS"); DETERMINING CERTAIN DETAILS OF THE SERIES 2021B BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE SERIES 2021B BONDS; APPOINTING THE UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE SERIES 2021B BONDS AND AWARDED THE SERIES 2021B BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE SERIES 2021B BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT AND THE APPOINTMENT OF A DISSEMINATION AGENT; PROVIDING FOR THE APPLICATION OF SERIES 2021B BOND PROCEEDS; APPROVING A NOT TO EXCEED COSTS OF ISSUANCE BUDGET; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2021B BONDS; MAKING CERTAIN DECLARATIONS; APPOINTING A TRUSTEE; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY SYSTEM; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Fieldstone Community Development District (the “District”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 15-16 of the Board of County Commissioners of Manatee County, Florida (the “County”), enacted and effective on April 2, 2015, as amended by Ordinance No. 19-23 enacted by the County on May 21, 2019, expanding the boundaries of the District; and

WHEREAS, the District was created for the purpose of financing and managing the acquisition, construction, installation, maintenance, and operation of community development facilities, services, and improvements within and without the boundaries of the District; and

WHEREAS, pursuant to Resolution No. 2017-03 adopted by the Governing Body of the District on December 14, 2016 (the “Master Bond Resolution”), the District has authorized the issuance, sale and delivery of Bonds in an aggregate principal amount not to exceed \$75,000,000 (the “Bonds”), to be issued in one or more Series of Bonds as authorized under the Master Trust Indenture dated as of July 1, 2019, (the “Master Indenture”) between the District and the U.S. Bank National Association, as trustee (the “Trustee”), which Bonds were validated by final judgment of the Circuit Court of the Twelfth Judicial Circuit of the State of Florida, in and for Manatee County, Florida on April 12, 2017, the appeal period for which has expired with no appeal having been taken; and

WHEREAS, the District has determined to issue its Fieldstone Community Development District Capital Improvement Revenue Bonds, in one or more series, (the “Series 2021B Bonds”), for the purpose, among other things, of financing a portion of the acquisition, construction and installation of assessable capital improvements (the “Capital Improvement Plan”) more particularly described in the report of District Engineer; and

WHEREAS, the Series 2021B Bonds shall constitute a series of Bonds authorized by the Master Bond Resolution; and

WHEREAS, there has been submitted to this meeting with respect to the issuance and sale of the Series 2021B Bonds and submitted to the Board:

(i) a form of Third Supplemental Trust Indenture (“Third Supplement”), between U.S. Bank National Association, as Trustee (the “Trustee”), and the District attached hereto as **Exhibit A**; and

(ii) a form of Bond Purchase Agreement with respect to the Series 2021B Bonds between MBS Capital Markets, LLC (the “Underwriter”) and the District attached hereto as **Exhibit B** (the “Purchase Agreement”), together with the form of disclosure statements attached to the Purchase Agreement in accordance with Section 218.385, Florida Statutes; and

(iii) the form of Preliminary Limited Offering Memorandum attached hereto as **Exhibit C** (the “Preliminary Limited Offering Memorandum”); and

(iv) a form of Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”), among the District, Lansdowne Partners Group, LLC (the “Landowner”), and PFM Group Consulting LLC, as dissemination agent (the “Dissemination Agent”), attached hereto as **Exhibit D**; and

(v) a not to exceed Costs of Issuance Budget attached hereto as **Exhibit E**; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Fieldstone Community Development District, as follows:

Section 1. Authorization, Designation and Principal Amount of the Series 2021B Bonds. There are hereby authorized and directed to be issued the Series 2021B Bonds, in the aggregate principal amount of not to exceed \$5,500,000, for the purposes, among others, of providing funds for the payment of all or a portion of the costs of the Capital Improvement Plan. The purchase price of the Series 2021B Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Series 2021B Bonds as set forth in the Master Trust Indenture between the District and the Trustee, as supplemented by the Third Supplement (together, the “Indenture”) and the Limited Offering Memorandum (as defined below).

Section 2. Designation of Attesting Members. The Chair or the Secretary of the Board of Supervisors (the “Board”) of the District, or in the case of the absence of either or the inability to act of either, the Vice Chair or Assistant Secretaries and members of the Board (each individually a “Designated Member”), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as they appear on the Series 2021B Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Series 2021B Bonds and in connection with the application of the proceeds thereof.

Section 3. Details of the Series 2021B Bonds. The District hereby determines that the Series 2021B Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Indenture.

Section 4. Trust Indenture. The District hereby approves and authorizes the execution by the Chair or any Designated Member and the Secretary and the delivery of the Third Supplement in substantially the form thereof attached hereto as **Exhibit A**, with such changes therein as shall be approved by the Chair or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Third Supplement, attached hereto.

Section 5. Appointment of Underwriter; Negotiated Sale. MBS Capital Markets, LLC is hereby appointed the underwriter of the Series 2021B Bonds (the “Underwriter”). The Series 2021B Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Series 2021B Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interest of the District and is necessitated by, in

general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Series 2021B Bonds and the institutional market for unrated securities such as the Series 2021B Bonds, it is desirable to sell the Series 2021B Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters; (ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Series 2021B Bonds, it is in the best interests of the District to sell the Series 2021B Bonds by a negotiated sale; (iii) the Underwriter has participated in structuring the issuance of the Series 2021B Bonds and can assist the District in attempting to obtain the most attractive financing for the District; and (iv) the District will not be adversely affected if the Series 2021B Bonds are not sold pursuant to a competitive sale.

Section 6. Purchase Agreement.

(i) The District hereby approves the form of the Purchase Agreement submitted by the Underwriter and attached as **Exhibit B** hereto, and the sale of the Series 2021B Bonds by the District upon the terms and conditions to be set forth in the Purchase Agreement and in compliance with (ii) below. Provided the provisions of subparagraph (ii) have been complied with, the Chair or a Designated Member are each hereby authorized, acting individually, to execute the Purchase Agreement and to deliver the Purchase Agreement to the Underwriter. The Purchase Agreement shall be in substantially the form of the Purchase Agreement attached hereto as **Exhibit B** with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or the Designated Member. The disclosure statements of the Underwriter as required by Section 218.385 of the Florida Statutes, to be delivered to the District prior to the execution of the Purchase Agreement, a copy of which is attached as an exhibit to the Purchase Agreement, will be entered into the official records of the District. Execution by the Chair or a Designated Member of the Purchase Agreement shall be deemed to be conclusive evidence of approval of such changes;

(ii) Receipt by the Chair of a written offer to purchase the Series 2021B Bonds by the Underwriter substantially in the form of the Purchase Agreement, said offer to provide for, among other things, (A) the issuance of not exceeding \$5,500,000 initial aggregate principal amount of Series 2021B Bonds at an average net interest cost rate of not to exceed the rate computed by adding 300 basis points to the Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Series 2021B Bonds are sold, and (B) the final maturity of the Series 2021B Bonds shall not be later than May 1, 2040.

Section 7. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum. The District hereby authorizes and approves the distribution and use of the Preliminary Limited Offering Memorandum in substantially the form submitted to this meeting and attached hereto as **Exhibit C** in connection with the limited offering for sale of the Series 2021B Bonds. The preparation of a final Limited Offering Memorandum is hereby approved and

the Chair or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2021B Bonds, and upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2021B Bonds. The Limited Offering Memorandum shall be substantially in the form as the Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Designated Member as necessary to conform to the details of the Series 2021B Bonds, the Purchase Agreement and such other insertions, modifications and changes as may be approved by the Chair or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chair shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2021B Bonds. The District hereby authorizes the Chair or a Designated Member to deem "final" the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

Section 8. Continuing Disclosure. The District does hereby authorize and approve the execution and delivery of a Continuing Disclosure Agreement by the Chair or a Designated Member substantially in the form presented to this meeting and attached hereto as **Exhibit D** with the Dissemination Agent and the Landowner. The Continuing Disclosure Agreement is being executed by the District in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). PFM Group Consulting LLC is hereby appointed as the initial Dissemination Agent to perform the duties required under the Continuing Disclosure Agreement.

Section 9. Approval of Costs of Issuance Budget. The District does hereby approve the not to exceed Costs of Issuance Budget attached hereto as **Exhibit E**.

Section 10. Appointment of Trustee. U.S. Bank National Association is hereby appointed to serve as Trustee, Paying Agent, Registrar and Authenticating Agent under the Indenture.

Section 11. Open Meetings. It is found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of the Board of Supervisors of the District and that all deliberations of the members of the Board of Supervisors of the District which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

Section 12. Further Official Action; Ratification of Prior and Subsequent Acts. The Chair, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Series 2021B Bonds, any documents required in connection with implementation of a book-entry system of registration, any agreements with Neal Land Development, LLC, NP Land Partners, LLC or the Landowner

and any agreements in connection with maintaining the exclusion of interest on the Series 2021B Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chair or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Assistant Secretary is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. The Chair or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Series 2021B Bonds including any required changes to the District Engineer's Report or its assessment methodology. Execution by the Chair or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Series 2021B Bonds. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 14. Inconsistent Proceedings. All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

Section 15. Engineer's Report. The Board hereby approves of changes to the Engineer's Report previously approved by the Board and also authorizes further revisions and supplements to the Engineer's Report with respect to the marketing and sale of the Series 2021B Bonds relating to the Capital Improvement Plan.

Section 16. Assessment Methodology Report. The Board authorizes further modifications and supplements to the Assessment Methodology Report previously approved by the Board to conform such report to the marketing and sale of the Series 2021B Bonds.

Section 17. Ratification of Master Bond Resolution. Except to the extent hereby modified, the Master Bond Resolution of the District is hereby ratified, confirmed and approved in all respects.

Section 18. Effective Date. This Resolution shall take effect immediately upon its adoption.

[End of Resolution – Signature page to follow]

PASSED in Public Session of the Board of Supervisors of Fieldstone Community Development District, this 2nd day of April, 2021.

Fieldstone CDD

[SEAL]

FIELDSTONE COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

Manatee County, Florida



Secretary/Assistant Secretary,
Board of Supervisors



Chair,
Board of Supervisors

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-09, Approving a Preliminary Budget for Fiscal Year 2022 and Setting a Public Hearing Date [Suggested Hearing Date of August 11, 2021] *(under separate cover)*

RESOLUTION 2021-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Fieldstone Community Development District (“**District**”) prior to June 15, 2021, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12th DAY OF MAY, 2021.

ATTEST:

**FIELDTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: FY 2021/2022 Proposed Budget

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of the Eco-Logic Service Agreement

**ADDENDUM TO AGREEMENT BETWEEN
FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

This Addendum to Agreement Between Fieldstone Community Development District and Contractor, (the "Addendum"), is made and entered into as of the _____ day of _____, 20____, by and between the **Fieldstone 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 Manatee County, Florida.

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:

By: _____
Name: _____
Title: _____

District:

Fieldstone Community Development District

By: _____
Name: _____
Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

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) 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.

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 Manatee County, Florida, standards.
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.

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: April 22, 2021

This Agreement is made effective by and between:

"Client"

Name: Fieldstone Community Development District
Address: c/o PFM Group Consulting, LLC
12051 Corporate Blvd
Orlando, FL 32817
Phone:
Representative: Vivian Carvalho
Email: carvalhov@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

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: April 22, 2021

Fieldstone Community Development District

By: 

Print Name: Pete Williams

Title: CDM

Date: 4/23/2021



NORTH RIVER RANCH

1.0 Aquatic Pest Management in Lakes 10 & 11

Eco-Logic Services will provide and dispense a midge control product into Lakes 10 and 11 at the North River Ranch site. When used according to label instructions, the product is not harmful to the environment, people, or pets. The applications target the midge larvae that develop in the lake (not the adult midges). The lakes will be treated on a monthly basis during the "midge season" (approximately February-April and again in August-October). Treatments will concentrate on the perimeter of the large lake out approximately 20 feet from shore. Results should be evident within 7-14 days with an 70-90% reduction in the adult midge population. If additional treatments are requested by the Client (either beyond the treatment months or additional treatments to combat a population boom between scheduled treatments), the treatment will be performed at the same per event fee. Treatments of other lakes will require an Addendum to this Agreement.

2.0 Fish Stocking

Per the University of Florida recommendations, Eco-Logic Services will stock bluegill (*Lepomis macrochirus*) and catfish (*Ictalurus punctatus*) into Lakes 10 and 11 to help control midge larvae. Fish will be approximately 1.0 to 1.5" in size and will be stocked at a rate of 500 per acre for bluegill and 250 per acre for catfish. A healthy population of these fish should assist in controlling midges.

3.0 Cost

Compensation for service of principles and employees of Eco-Logic Services rendered pursuant to the Scope of Services of this agreement will be paid based on the following schedule of services:

1.0	Aquatic Pest Management in Lakes 10 & 11	six events per year at \$375/event
2.0	Fish Stocking in Lakes 10 & 11	\$8,035.00

All rates and fees shall be subject to renegotiation if not accepted within thirty days. Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Lump sum tasks will be billed based on percentage completion of the task. 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 contract is terminated pursuant to the Terms and Conditions of this contract.

4.0 Assumptions of this Proposal

- 4.1 The Client will make provision for Eco-Logic Services to enter upon public and private property as required to perform services under this agreement.
- 4.2 This proposal was prepared using the best information available to us at the time this Scope was compiled. Any additional materials or services to be provided which are judged by Eco-Logic Services to be outside of the intent of this Scope of Services will be performed and billed as additional services.
- 4.3 There are many factors that may hinder the effectiveness of the midge treatment, including but not limited to the dilution caused by rainfall or lake supplementation via wells, organic matter in the water, pH

- balance, and other water quality parameters. Because of factors outside of our control, we cannot warrant the level of midge control achieved.
- 4.4 Eco-Logic Services is not responsible for reduced results, or for retreatment of the lake(s) if desired by the Client for any reason. If additional treatment(s) are required or requested by the Client, upon authorization, they will be performed at the same per event fee.
 - 4.5 Midge treatments will be performed at the same time as the lake maintenance services and will not require additional mobilizations to the site.
 - 4.6 Eco-Logic Services will take every precaution when stocking fish based upon the expertise of the fisheries consultant and will stock only healthy fish in good condition. However, because of factors outside of our control, no guarantee on fish survival is offered. If significant mortality occurs, and water quality analysis is necessary, will be performed as additional services.
 - 4.7 This Scope of Services does not include permit modifications or actions necessary for resolution of compliance issues, including negotiations with regulatory agencies or necessary corrective actions.
 - 4.8 All work products prepared during the completion of this Scope of Services may be used in marketing, advertising, corporate resume, and other similar business development materials. Use of such materials shall be in accordance with industry standards and normal business practices.

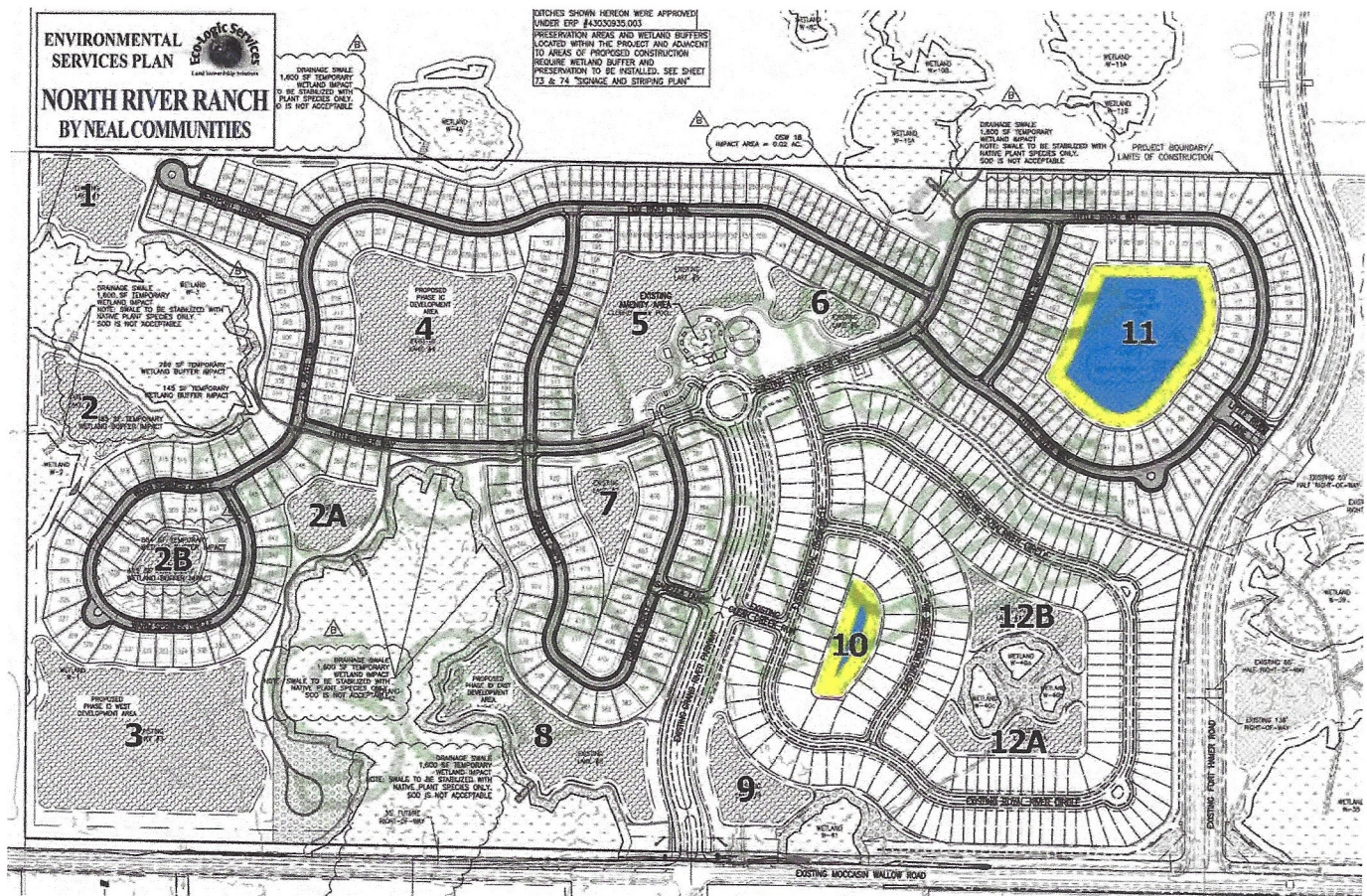


Figure 1. Site map for the North River Ranch community showing locations of the proposed treatment areas.

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.

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Letter from Supervisor of Elections- Manatee County

MICHAEL BENNETT • SUPERVISOR OF ELECTIONS • MANATEE COUNTY

600 301 Boulevard West, Suite 108, Bradenton, Florida 34205-7946
P O Box 1000, Bradenton, Florida 34206-1000



Phone: 941-741-3823 • Fax: 941-741-3820 • VoteManatee.com • Info@VoteManatee.com

April 20, 2021

Fieldstone Community Development District
PFM Group Consulting, LLC
Attn: Vivian Carvalho
12051 Corporate Blvd
Orlando FL 32817

Dear Ms Carvalho:

We are in receipt of your request for the number of registered voters in the Fieldstone Community Development District of April 15, 2021. According to our records, there were 61 persons registered in the Fieldstone Community Development District as of that date.

I hope this information is helpful to you. If I can be of any further assistance to you, please do not hesitate to contact my office at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Bennett". The signature is fluid and cursive, with a large initial "M" and "B".

Michael Bennett
Supervisor of Elections

MB/sas

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of PRECO Agreement, Morgans Glen 3A

**ADDENDUM TO AGREEMENT BETWEEN
FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

This Addendum to Agreement Between Fieldstone Community Development District and Contractor, (the "Addendum"), is made and entered into as of the _____ day of _____, 20____, by and between the **Fieldstone 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 Manatee County, Florida.

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:

By: _____
Name: _____
Title: _____

District:

Fieldstone Community Development District

By: _____
Name: _____
Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

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) 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.

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 Manatee County, Florida, standards.
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.

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____



Peace River Electric Cooperative, Inc.

P.O. Box 1310 • Wauchula, Fl. 33873 • (800) 282-3824 • Fax (863) 773-3737 • www.preco.coop

Your Touchstone Energy® Cooperative 

Decorative-Outside Lighting Agreement

This agreement is the exclusive Terms of Agreement where-by **Peace River Electric Cooperative, Inc. (Cooperative)** will supply to FIELDSTONE CDD 167419 (Member) the responsible entity for MORGANS GLEN 3A (Subdivision Name) one (1) decorative-outside lighting system. This system will consist of light fixtures and poles as described in "Attachment A". In the subdivision located in **State, County:** MANATEE.

The **Cooperative** will provide and install LED light fixtures and poles as a monthly rental cost. All installation of electrical circuits, light fixtures and poles from the **Cooperative** demarcation pedestal or transformer to the fixture will be installed and maintained by the **Cooperative** and paid for by the **Member**.

Upfront Costs (CIAC): All decorative lighting will require Contribution in Aid of Construction (CIAC) per "Attachment A" to be paid by the **Member** for the Total Job Cost less the installed costs of the base fixtures and poles offered in the rate. All future replacements of lighting fixtures will require the Member to pay the difference between the replacement cost of a base fixture or pole and the fixture or pole selected by the Member.

Monthly Cost: The initial monthly base rate for the services provided pursuant to this agreement will be on a per light fixture or per pole basis subject to cost of power adjustment and taxes. The monthly rate may be changed from time to time by the **Board of Directors of Cooperative** and will always be the standard rate charged to all members receiving lighting service.

The term of this agreement will be required for a minimum of eighty-four (84) months. If at any time the **Member** defaults under this Agreement, in whole or in part, before the initial seven (7) year period of service, all unpaid LEASE CREDIT amounts in "Attachment A" of this Agreement will become due and payable immediately and all lighting is subject to disconnect or removal.

The **Member** shall have the responsibility to inspect the lighting system to determine that it is operating properly and provide the **Cooperative** notification of any operational malfunctions. The **Cooperative** will repair any operational malfunctions to the fixtures, poles or **Cooperative** service related material within five (5) working days after notice from **Member** of an operational problem as long as material is available. The **Cooperative** makes no warranties as to the sufficiency of the lighting system for safe lighting. The **Cooperative** shall have no obligation to continue the operation of the lighting system upon the completion of the term of this Agreement or if the **Member** is in default under the terms and conditions of this Agreement.

If these terms are agreeable to you, please have officers of **Member** sign in the place provided below. Please return two (2) copies of the Agreement to the **Cooperative**. Upon return of the Agreement and the payment of the "CIAC" amount, the **Cooperative** will move forward with the project.

PLEASE NOTE: These costs are valid for sixty (60) days and are subject to change without notice.

DRAFT

Member:

Cooperative:

FIELDSTONE CDD 167419

Pepe Williams
Printed Name

Printed Name



Signature

Signature

MORGANS GLEN 3A

Subdivision Name

4/22/2021

Date:

Date:

For Office Use Only:

Job Name: FIELDSTONE CDD

WO#: 674972

Serv Loc: _____

SO#: _____

ACCT#: _____

Member#: FIELDSTONE CDD 167419



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, Florida 33873

A Touchstone Energy® Cooperative

INVOICE: 8105

Invoice Date: 04/20/2021
Terms: NET DUE
Due Date: 04/20/2021
Amount Due: \$ 25,562.75

FIELDSTONE CDD
VIVIAN CARVALHO
C/O FISHKIND & ASSOCIATES INC
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

Account: 2677
Description: DECORATIVE LIGHTING Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
WORK ORDER #: 674972 [MORGANS GLEN 3A DECORATIVE LIGHTING WO 674972 INSTALL 14 LIGHTS AND POLES IN MORGANS GLEN PH3A	1.000	EA	25,562.7500	25,562.75	

MESSAGES	
CHECK OR MONEY ORDER MUST BE MAILED TO: ATTN: ENGINEERING DEPT 14505 ARBOR GREEN TRAIL LAKEWOOD RANCH, FL 34202 PLEASE INCLUDE THE ORDER NUMBER WITH PAYMENT. PAYMENTS CANNOT BE PAID ONLINE. The costs shown are valid for only ninety (90) days and are subject to change without notice	Subtotal: \$ 25,562.75 Tax: \$ 0.00 Total: \$ 25,562.75 Amount Paid: \$ 0.00 Amount Due: \$ 25,562.75

RETURN BOTTOM PORTION WITH PAYMENT



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, Florida 33873

A Touchstone Energy® Cooperative

Account:	2677
Invoice:	8105
Due Date:	04/20/2021
Amount Due:	\$ 25,562.75
Amount Of Payment:	_____

Remit To:

FIELDSTONE CDD
VIVIAN CARVALHO
C/O FISHKIND & ASSOCIATES INC
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

PEACE RIVER ELECTRIC COOP., INC.
210 METHENY ROAD
PO BOX 1310
WAUCHULA FL 33873

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Change Order No. 12,
Woodruff & Sons, Inc.

Change Order

No. 12

Date of Issuance: April 28, 2021

Effective Date: May 12, 2021

Project: Morgan's Glen Phases 1 & 2 (Site Civil) & Phase 3 (Earthwork)	Owner: Fieldstone Community Development District	Owner's Contract No.:
Contract: \$7,407,885.73	Date of Contract: October 14, 2019	
Contractor: Woodruff & Sons, Inc.	Engineer's Project No.: 215614811	
2730		

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

Description:

Extras for the month of April: hyroseeding; mail kiosk & walks; restake CS-12; restake STR 17-10/17-11; sod; rd base; relocate CS-12; water-irrigation; credit soil cement road base

Attachments: (List documents supporting change):

Woodruff & Sons Proposals, Worksheet for Extras dated 04/15/2021.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: Working days Calendar days

\$ 7,407,885.73

Substantial completion (days or date): **1A: 150 days**

Ready for final payment (days or date): **1A: 180 days**

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 11:

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 11:

\$ 413,519.10

Substantial completion (days): **1A: 90 days**

Ready for final payment (days): **1A: 90 days**

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ 7,821,404.83

Substantial completion (days or date): **1A: 150 days**

Ready for final payment (days or date): **1A: 180 days**

[Increase] [~~Decrease~~] of this Change Order:

[Increase] [~~Decrease~~] of this Change Order:

\$ 104,390.58

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 7,925,795.41

Substantial completion (days or date): **1A: 240 days (11/21/2020)**

Ready for final payment (days or date): **1A: 270 days (12/21/2020)**

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

V:\2156\active\215614811\civil\construction_phase_documents\change_orders\phases_1_2_3\oon_morgans-glen-1-2-3_co-12_104390-58_april-extras_kiosk-seed-sod-wtr-irr_cs-12_str-17-10-17-11_woodruff_ejcdc_c941_rae_20210428.docx



WOODRUFF & SONS, INC - WORKSHEET for EXTRAS

P.O. Box 10127, Bradenton, Florida 34282-0127 ~ T# 941.756.1871 ~ F# 941.755.1379 ~ www.woodruffandsons.com

NAME OF JOB: Morgan's Glen Phases 1 & 2 (Site Civil) and Phase 3 (Earthwork)
JOB LOCATION: Fort Hamer Road off Moccasin Wallow Road - Parrish, FL
NATURE OF JOB: Additional Work Performed Outside The Scope Of The Original Contract

JOB/WORK ORDER NO: 2730
DATE: Apr 15, 2021
REFERENCE NO: _____
W&S INVOICE NO: April Extras

BILL TO: A/R C# Fieldstone CDD
COMPANY: Fieldstone Community Development District
ADDRESS: _____

ORDERED BY: Mark Roscoe
TAX LOCATION: Manatee
TAX PERCENTAGE: 7.00%

DATE		QTY	UNITS	DESCRIPTION OF WORK	UNIT \$	EXTENSION \$
		3.27	ac	Additional Hydroseeding Beyond Original Contract Quantity 3A	\$4,447.61	\$14,543.68
		1.00	ls	Mailbox Kiosk Pads and Additional Walks to Connect 1A	\$7,416.75	\$7,416.75
		1.00	ls	Restake of CS-12	\$540.00	\$540.00
		1.00	ls	Restake of Str. 17-10 & 17-11	\$1,012.50	\$1,012.50
		5,325.00	sy	Additional Sod	\$3.04	\$16,188.00
		6,908.00	sy	F&I Crushed Concrete Road Base ilo Soil Cement 2A	\$16.08	\$111,080.64
		6,908.00	sy	Credit For Soil Cement Road Base	(\$12.04)	(\$83,172.32)
		1.00	ls	Relocate CS-12	\$35,330.25	\$35,330.25
		1.00	ls	Water Usage For Irrigation	\$1,451.08	\$1,451.08
SUBTOTAL						\$104,390.58
TAX %						
TOTAL						

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Funding Requests 2021-28 – 2021-44

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Funding Request 2021-25 - 2021-27

FR #	Description	Amount	Total
2021-28	Dewbewrry Engineers	\$990.00	
			\$990.00
2021-29	Premier Outdoor Lighting	\$12,850.00	
	Stewart's Tree Service	\$25,150.00	
			\$38,000.00
2021-30	Peace River Electric	\$231,281.58	
			\$231,281.58
2021-31	RIPA & Associates	\$26,076.25	
			\$26,076.25
2021-32	Booth Design Group	\$1,147.00	
	Premier Outdoor Lighting	\$13,675.00	
			\$14,822.00
2021-33	Booth Design Group	\$1,524.97	
	Stewarts Tree Service	\$107,050.00	
			\$108,574.97
2021-34	Windward Building Group	\$10,288.60	
			\$10,288.60
2021-35	Windward Building Group	\$2,250.00	

			\$2,250.00
2021-36	Jon M Hall Company	\$272,658.63	
			\$272,658.63
2021-37	Peace River Electric	\$1,376.00	
	Woodruff & Sons	\$43,929.16	
			\$45,305.16
2021-38	Stantec Consulting Services	\$15,723.08	
			\$15,723.08
2021-39	Stantec Consulting Services	\$29,976.00	
			\$29,976.00
2021-40	RIPA & Associates	\$57,414.00	
			\$57,414.00
2021-41	Driggers Engineering Services	\$2,663.00	
			\$2,663.00
2021-42	Windward Building Group	\$6,959.00	
			\$6,959.00
2021-43	Dewberry	\$1,500.00	
			\$1,500.00
2021-44	MSB Services	\$18,825.00	
			\$18,825.00
		Total	\$882,317.27

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-28 (BW Ph 1C 1DW)
3/19/2021

Item No.	Payee	Invoice No.	Grand Reserve 1C & 1D West
1	Dewberry Engineers Phase 1C & 1DW Staking Services	1937585	\$ 990.00
		Subtotal	\$ 990.00

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-29 (1B, 1DE)
4/2/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1B	Brightwood Phase 1D East
1	Premier Outdoor Lighting Brightwood Entrance	21273	\$ 12,850.00	
2	Stewart's Tree Service Phase 1 - D East Live Oaks	16675		\$ 25,150.00
TOTAL			\$38,000.00	

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 10:16 am, Apr 05, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-30 (BW Ph 1C 1DW)
4/2/2021

Item No.	Payee	Invoice No.	Grand Reserve 1C & 1D West
1	Peace River Electric Cooperative Phase 1C West WO 670556	7662	\$231,281.58
TOTAL			\$231,281.58

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 10:16 am, Apr 05, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-31 (Brightwood Phase 2)
4/2/2021

Item No.	Payee	Invoice No.	Brightwood Phase 2
1	RIPA & Associates Water Service to Trailers	RA2103101	\$ 26,076.25
TOTAL			\$26,076.25

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 10:16 am, Apr 05, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-32 (Brightwood)
4/2/2021

Item No.	Payee	Invoice No.	Brightwood
1	Booth Design Group Grande Reserve Services Through 03/29/2021	2666	\$ 1,147.00
2	Premier Outdoor Lighting Lighting	21272	\$ 13,675.00
TOTAL			\$14,822.00


Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED
By Amanda Lane at 10:16 am, Apr 05, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-33 (Ft. Hamer Road Extension Phase 1)
4/2/2021

Item No.	Payee	Invoice No.	Ft. Hamer
1	Booth Design Group Ft. Hamer 1st Extension Services Through 03/22/2021	2660	\$ 1,524.97
2	Stewart's Tree Service Ft. Hamer Live Oaks	16744	\$ 107,050.00
TOTAL			\$108,574.97

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 10:16 am, Apr 05, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-34 (Brightwood Phase 1A1, 1A2)

4/9/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1
1	Windward Building Group Main Entry Hardscape Pay Application #4 Through 03/31/2021	--	\$ 10,288.60
TOTAL			\$ 10,288.60

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED
By Amanda Lane at 1:21 pm, Apr 12, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-35 (1B, 1DE)
4/9/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1B	Brightwood Phase 1D East
1	Windward Building Group Brightwood Entry Hardscape Pay Application 3 Through 03/31/2021	--	\$ 2,250.00	
TOTAL			\$2,250.00	

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 1:21 pm, Apr 12, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-36 (BW Ph 1C 1DW)

4/9/2021

Item No.	Payee	Invoice No.	Grand Reserve 1C & 1D West
1	Jon M Hall Company NRR Ph 1C & 1D West Pay Application 3 Through 03/20/2021	--	\$ 272,658.63
TOTAL			\$272,658.63

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 1:21 pm, Apr 12, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-37 (Ft. Hamer Road Extension Phase 1)
4/9/2021

Item No.	Payee	Invoice No.	Ft. Hamer
1	Peace River Electric Cooperative Add UG Transformer and Meter for Roadway Lighting	523	\$ 1,376.00
2	Woodruff & Sons Pay Application 16 Through 03/03/2021	--	\$ 43,929.16
TOTAL			\$ 45,305.16

Vivian Carvalho

Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 1:21 pm, Apr 12, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-38 (Grande Reserve)
4/9/2021

Item No.	Payee	Invoice No.	Grand Reserve
1	Stantec Consulting Services Phase 1 Services Through 03/26/2021	1773394	\$ 15,723.08
		TOTAL	\$15,723.08

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 1:21 pm, Apr 12, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-39 (NRR Phase 2)
4/9/2021

Item No.	Payee	Invoice No.	Brightwood Phase 2
1	Stantec Consulting Services Infrastructure Engineering Services Through 03/26/2021	1773393	\$ 29,976.00
TOTAL			\$29,976.00

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 3:49 pm, Apr 12, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-40 (Brightwood Phase 1A1, 1A2)
4/16/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1
1	RIPA & Associates North River Ranch Stripping	RA210339	\$ 57,414.00
TOTAL			\$ 57,414.00


Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-41 (BW Ph 1C 1DW)
4/16/2021

Item No.	Payee	Invoice No.	Grand Reserve 1C & 1D West
1	Driggers Engineering Services North River Ranch Phase 1C Materials Testing	SAL15221	\$ 2,663.00
TOTAL			\$2,663.00

Venessa Ripoll
Secretary / Assistant Secretary



Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-42 (Brightwood Phase 1A1, 1A2)
4/23/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1
1	Windward Building Group Misc. Items - Door Hardware, Shelving, Bike Racks, etc.	1305	\$ 6,959.00
TOTAL			\$ 6,959.00

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 1:39 pm, Apr 26, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-43 (1B, 1DE)

4/23/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1B	Brightwood Phase 1D East
1	Dewberry Engineers Constr. Srvy Staking Svcs	1948581	\$ 1,500.00	
TOTAL			\$1,500.00	

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 1:39 pm, Apr 26, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-44 (Ft. Hamer Road Extension Phase 1)
4/23/2021

Item No.	Payee	Invoice No.	Ft. Hamer
1	MSB Services Pay application #8 Through 04/30/2021	18030-8	\$ 18,825.00
TOTAL			\$ 18,825.00

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED
By Amanda Lane at 1:39 pm, Apr 26, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations # 22-26

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Payment Authorizations # 22-26

PA #	Description	Amount	Total
22	Bradenton Fuel Oil	\$1,781.00	
	Eco-Logic Services	\$3,000.00	
	Jan-Pro of Manasota	\$100.68	
	Southern Land Services of Southwest Florida	\$600.00	
	Statewide Turf Equipment	\$12,800.00	
			\$18,281.68
23	Clean Sweep Parking Maintenance	\$150.00	
	Cornerstone Solution Group	\$11,200.00	
	Detweiler's Propane Gas	\$160.45	
	Envera	\$817.82	
	Frontier	\$3,112.96	
	Grau & Associates	\$1,000.00	
	Jan-Pro of Manasota	\$895.00	
	MacroLease	\$695.00	
	McClatchy	\$119.34	
	Manatee County Utilities Department	\$701.13	
	Peace River Electric Cooperative	\$2,427.80	
	Southern Land Services of Southwest Florida	\$3,450.00	

	Sunrise Landscape	\$23,378.90	
	VGlobal Tech	\$100.00	
	Vogler Ashton	\$2,651.00	
			\$50,859.40
24	Eco-Logic Services	\$3,000.00	
	S&G Pools	\$900.00	
	Southern Land Services of Southwest Florida	\$300.00	
	Stantec Consulting Services	\$20,132.38	
	Supervisor Fees- 04/02/2021 (Continued) Meeting	\$800.00	
	Vglobal Tech	\$600.00	
			\$25,732.38
25	Envera Systems	\$1,408.32	
	MI-Box Gulf Coast	\$189.00	
	PFM Group Consulting	\$8.76	
	Southern Land Services of Southwest Florida	\$2,850.00	
	Supervisor Fees- 04/14/2021 Meeting	\$1,000.00	
			\$5,456.08
26	Charles Varah	\$90.31	
	Daystar Exterior Cleaning	\$1,250.00	
	PFM Group Consulting	\$3,333.33	
	Southern Land Services of Southwest Florida	\$3,150.00	
	Sunrise Landcare	\$10,465.87	
			\$18,289.51
		TOTAL	\$118,619.05

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 022
3/19/2021

Item No.	Payee	Invoice No.	General Fund
1	Bradenton Fuel Oil Above-ground Fuel Storage Tank	33881	\$ 1,781.20
2	Eco-Logic Services December Lake Maintenance Services	947	\$ 1,275.00
	December Wetland Buffer Maintenance Services	947	\$ 1,725.00
3	Jan-Pro of Manasota Brightwood Pavilion Janitorial Supplies	749	\$ 100.68
4	Southern Land Services of Southwest Florida Street Sweeping & SWPPP Maintenance	30521-33	\$ 600.00
5	Statewide Turf Equipment Blower & Club Carryall	720-180	\$ 12,800.00
TOTAL			\$ 18,281.88

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 023
4/2/2021

Item No.	Payee	Invoice No.	General Fund
11	Peace River Electric Cooperative		
	11510 Little River Way ; Service 02/17/2021 - 03/20/2021	Acct: 168751001	\$ 1,035.42
	Grand River Parkway ; Service 02/17/2021 - 03/20/2021	Acct: 168751003	\$ 659.79
	11539 Little River Way ; Service 02/17/2021 - 03/20/2021	Acct: 168751004	\$ 31.74
	8905 Grand River Parkway ; Service 02/17/2021 - 03/20/2021	Acct: 168751005	\$ 54.22
	Lot Decorative Lights ; Service 02/17/2021 - 03/20/2021	Acct: 168751007	\$ 481.37
	8420 Arrow Creek Dr ; Service 02/17/2021 - 03/20/2021	Acct: 168751012	\$ 30.23
	11712 Moccasin Wallow Rd ; Service 02/26/2021 - 03/20/2021	Acct: 168751013	\$ 63.17
11750 Little River Way ; Service 02/17/2021 - 03/20/2021	Acct: 168751014	\$ 71.86	
12	Southern Land Services of Southwest Florida		
	Clearing and Dump Loads	31921-9	\$ 3,150.00
	Street Sweeping	31921-66	\$ 300.00
13	Sunrise Landscape		
	February Landscape Maintenance	416	\$ 11,689.45
	March Landscape Maintenance	417	\$ 11,689.45
14	VGlobalTech		
	Apr. website maint.	2605	\$ 100.00
15	Vogler Ashton		
	General Counsel Through 03/15/2021	6706	\$ 2,651.00
TOTAL			\$ 50,859.40

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 10:16 am, Apr 05, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 024
4/9/2021

Item No.	Payee	Invoice No.	General Fund
1	Eco-Logic Services March Lake Maintenance & Wetland Buffer Maintenance	1115	\$ 3,000.00
2	S&G Pools April Pool Service	4121	\$ 900.00
3	Southern Land Services of Southwest Florida Street Sweeping	32621-121	\$ 300.00
4	Stantec Consulting Services Engineering Services Through 03/26/2021	1773400	\$ 20,132.38
5	Supervisor Fees - 04/02/2021 (Continued) Meeting Dale Weidemiller John Blakley Pete Williams Priscilla Heim	-- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
6	VGlobalTech 2020 Quarter 3 ADA Audit 2021 Quarter 1 ADA Audit	1954 2537	\$ 300.00 \$ 300.00
TOTAL			\$ 25,732.38

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED
By Amanda Lane at 1:21 pm, Apr 12, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 025
4/16/2021

Item No.	Payee	Invoice No.	General Fund
1	Envera Systems		
	50% Deposit on Cameras	1798	\$ 704.16
	50% Remainder on Cameras	4426	\$ 704.16
2	MI-Box Gulf Coast		
	One-Month Box Rental	4984	\$ 189.00
3	PFM Group Consulting		
	March Reimbursables	OE-EXP-04-14	\$ 8.76
4	Southern Land Services of Southwest Florida		
	Street Sweeping & SWPPP Maintenance	12921-37	\$ 450.00
	Sign Moves	21221-22	\$ 2,400.00
5	Supervisor Fees - 04/14/2021 Meeting		
	Dale Weidemiller	--	\$ 200.00
	John Blakley	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	Sandy Foster	--	\$ 200.00
	Priscilla Heim	--	\$ 200.00
TOTAL			\$ 5,456.08

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 026

4/23/2021

Item No.	Payee	Invoice No.	General Fund
1	Charles Varah Reimbursement for Uniform Pants	--	\$ 90.31
2	Daystar Exterior Cleaning April Maintenance	13030	\$ 1,250.00
3	PFM Group Consulting DM Fee: April 2021	DM-04-2021-0015	\$ 3,333.33
4	Southern Land Services of Southwest Florida Clearing and Debris Hauling	41621-15	\$ 3,150.00
5	Sunrise Landcare January 2021 Maintenance	73098	\$ 10,465.87
TOTAL			\$ 18,289.51

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 1:39 pm, Apr 26, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Requisitions Morgan's Glen Project #
2019-84 – 2019-92

Fieldstone CDD
 Series 2019 - Morgan's Glen
 Summary of Requisition(s): 84-85

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
84	Premier Outdoor Lighting	\$ 27,125.00	Please reference invoice(s) 20876, 20877, 20878 & 20879 with the payment.	Premier Outdoor Lighting 7818 US Hwy 301S Riverview, FL 33578
85	Woodruff & Sons	\$ 288,640.86	Please reference project 2730 and pay app(s) 15 with the payment.	Please overnight the payment to: Woodruff & Sons 6450 31st Street East PO Box 10127 Bradenton, FL 34282-0127
Total		\$ 315,765.86		

Fieldstone CDD
 Series 2019 - Morgan's Glen
 Summary of Requisition(s): 86-88

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
86	Driggers Engineering Services	\$ 4,638.00	Please reference invoice(s) SAL15195 and SAL15206 on the payment.	Driggers Engineering Services PO Box 17839 Clearwater, FL 33762
87	Stantec Consulting Services	\$ 15,531.75	Please reference invoice(s) 1773402 on the payment.	Stantec Consulting Services 13980 Collections Center Drive Chicago, IL 60693
88	Windward Building Group	\$ 79,433.51	Please include a copy of the pay app(s) (pages 18, 22, 27 & 31 of the .pdf file) with the payment.	Windward Building Group, Inc. 650 2nd Ave South St. Petersburg, FL 33701
Total		\$ 99,603.26		

Fieldstone CDD
 Series 2019 - Morgan's Glen
 Summary of Requisition(s): 89-92

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
89	Dewberry Engineers	\$ 1,815.00	Please reference invoice(s) 1948579 on the payment.	Dewberry Engineers PO Box 821824 Philadelphia, PA 19182-1824
90	Onsight Industries	\$ 39,663.08	Please reference invoice(s) 006-21-290417-1, 006-21-294246-1 & 006-21-294504-1 on the payment.	Onsight Industries, LLC 900 Central Park Drive Sanford, FL 32771-6634
91	PRECO	\$ 25,562.75	Please overnight the payment and reference order number(s) 674972 on the payment.	Please overnight the payment to: Peace River Electric Cooperative Attn: Engineering Dept. 14505 Arbor Green Trl. Lakewood Ranch, FL 34202
92	York Bridge Concepts	\$ 60,914.20	Please overnight the payment and reference project 1-219-140 and pay app(s) 2, 3 & 4 with the payment.	Please overnight the payment to: York Bridge Concepts, Inc. 2420 Brunello Trace Lutz, FL 33558
Total		\$ 127,955.03		

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements
(under separate cover)