

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, April 14, 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]*

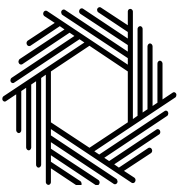
General Business Matters

1. Consideration of the Minutes of the March 10, 2021 Board of Supervisors' Meeting
2. Consideration of the Minutes of the April 2, 2021 Continued Board of Supervisors' Meeting
3. Review and Consideration of the Revised Amenity Policy Rules & Procedure for the District
4. Review and Consideration of the PRECO Underground Residential Distribution Facilities Installation Agreement for North River Ranch Phase 1D West (56) Lots WO#670557-101
5. Review and Consideration of the PRECO Underground Residential Distribution Facilities Installation Agreement for North River Ranch Phase 1D West (174) Lots WO#670556-101
6. Update of WTS Agreement with the District for Onsite Management Services
7. Review and Consideration of Change Order No. 11, Morgan's Glen Phase 1&2
8. Review and Consideration of Change Order No 1, Under Specific Authorization No 24.
9. Review and Consideration of Change Order No 9, SA-5 Grande Reserve Phase 1
10. Review and Consideration of Change Order No. 1 to Specific Authorization No. 25
11. Review and Consideration of Change Order No 1, Under Specific Authorization No 23
12. Ratification of Funding Requests 2021-25 – 2021-27
13. Ratification of Payment Authorizations # 19-21
14. Ratification of Requisitions Morgan's Glen Project # 2019-74 – 2019-83
15. Review of District Financial Statements

Other Business

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

Adjournment



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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

MINUTES OF MEETING

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS MEETING

Wednesday, March 10, 2021 at 1:30 PM

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

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

Pete Williams	Chairperson
Priscilla Heim	Assistant Secretary
John Blakley	Assistant Secretary
Dale Weidemiller	Assistant Secretary

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

Vivian Carvalho	District Manager-PFM Group Consulting, LLC.	
Venessa Ripoll	Assistant District Manager- PFM Group Consulting, LLC (via phone)	
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Rob Engle	District Engineer- Stantec	(via phone)
Tom Panaseny	Neal Communities	(via phone)
Mark Roscoe	Neal Communities	(via phone)
Jim Schier	Neal Communities	
John McKay	Neal Communities	
Pam Curran	Neal Communities	(via phone)
Janice Snow	Neal communities	(via phone)
Misty Taylor	Bryant Miller Olive	(via phone)
Ed Bulleit	MBS Capital Markets	(via phone)
Sete Zare	MBS Capital Markets	(via phone)
Jonathan Johnson	Hopping Green & Sams	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Carvalho call the meeting to order at 1:54 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 February 10, 2021 Board of Supervisors' Meeting

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

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

Public Hearing on the Approval of the Merger with North River Ranch Improvement Stewardship District
a) Public Comments and Testimony
b) Board Comments
c) Consideration of Resolution 2021-07, Approving Merger Agreement

Ms. Carvalho requested a motion to open the Public Hearing.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board opened the Public Hearing.

Mr. Johnson reviewed the Merger Agreement. He noted the Board previously approved in substantial form the Merger Agreement and by Resolution set today's Public Hearing. PFM duly noticed the Public Hearing pursuant to Florida Statutes.

Resolution 2021-07 confirms the District's intention to proceed and authorize the transmittal to the Stewardship District. Mr. Johnson recommended adoption of Resolution 2021-07.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Resolution 2021-07, Approving Merger Agreement.

Ms. Carvalho requested a motion to close the Public Hearing.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board closed the Public Hearing.

**Consideration of Change Order #
3, North River Ranch Phase 1C &
1D**

This is a change order to the contract with Jon M. Hall, Inc for a proposed increase in the amount of \$4,240.00.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board Approved Change Order # 3, North River Ranch Phase 1C and 1D contract with Jon M. Hall for an increase amount of \$4,240.00.

**Consideration of Change Order #
10, Morgan's Glen Phases 1 & 2
(Site Civil) & Phase 3 (Earthwork)**

This is a change order to the contract with Woodruff & Sons, Inc for a proposed increase in the amount of \$128,507.67.

Mr. Williams asked Mr. Engle to confirm that the sod behind the model homes is for use to stabilize an area that is District maintained. Ms. Engle stated the sod is for a common area between the model homes and the top of the pond banks.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved Change Order # 10, Morgan's Glen Phases 1 & 2 (Site Civil) & Phase 3 (Earthwork) with contract with Woodruff & Sons amount increase totaling \$128,507.67.

**Ratification of Funding Requests
2021-17-2021-24**

The Board reviewed Funding Requests 2021-17 – 2021-24.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board ratified Funding Requests 2021-17 – 2021-24.

**Ratification of Payment
Authorizations # 15-18**

The Board reviewed Payment Authorizations # 15-18.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board ratified Payment Authorizations # 15-18.

**Ratification of Requisitions
Morgan's Glen Project # 2019-64-
2019-73**

The Board reviewed Requisitions Morgan's Glen Project # 2019-64 -- 2019-73.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board ratified Requisitions Morgan's Glen Project # 2019-64 – 2019-73.

**Review of District Financial
Statements**

The Board reviewed the District Financial Statements through February 28, 2021.

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

THIRD ORDER OF BUSINESS

Staff Reports

District Counsel– Mr. Vogler presented for Board review and consideration the Amenity Facility Agreement with WTS. Yesterday Mr. Vogler was provided a revised exhibit to this agreement which is the Scope of Services.

The Board needs to know which facilities will be used, how those facilities are currently configured, and how the District will fund this. He sent this to Mr. Johnson with Hopping Green and Sams and felt his input would be important as the District just approved the Merger. Mr. Vogler doesn't think there is anything wrong with the concept of the agreement and asked someone to explain the impact it has on the budget and whether or not there will be 100% funding by the District and 100% assessments to all lot owners in the District or if there will be a user fee initiated for any particular part of the scope of services. He asked if there is a cost share relationship with the Developer Marketing Program as the scope of services indicated marketing activities.

Mr. Williams indicated it is common practice to have this type of facility agreement in the District and either District employees or an outside vendor to provide professional service for the management of these Amenities. The way it impacts the budget is like the use of a park and the cost would be part of the budget including the management of the facility however specialized service to a resident like rental of a facility would become income to the District, part of the revenue stream, non-resident user fees, which would also become income and each year the District would take that proposed income and use it to offset the budget and assessment. Mr. Williams stated his concerns is that Mr. Vogler is happy with the legal terms and conditions and any pitfalls that may be against the District in the wording of that contract with WTS. The District can deal with the budgetary impact.

Ms. Carvalho stated included in the agenda is the Rental Agreement and the District does have Amenity Facility Policies that this Board has already approved that is in place but the District is getting a lot more activity among residents moving into the community who are requesting to rent the Clubhouse or need a replacement of an access fob. The current set up is not established for this particular service.

Ms. Taylor asked if Bond Counsel might need to look into any type of facility management agreement. Mr. Vogler stated these facilities have been previously funded. A discussion took place.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board authorized the Chairman to execute the Amenity Facility Agreement with WTS and have the Chairman authorize the Use of the Facility Rental Agreement upon review and appropriate signoff by District Counsel's for the Fieldstone District and for the North River Ranch Improvement Stewardship District, and Bond Counsel.

Mr. Vogler asked someone to assemble the most current version of the documents to be reviewed and send them to him, Mr. Johnson, and Ms. Taylor. Mr. Panaseny will assemble the documents and send it to Mr. Vogler, Mr. Johnson, Ms. Taylor and copy Ms. Carvalho.

Mr. Vogler discussed the Rental Agreement. It is a template that would be useable on an individual basis when someone wants to occupy the District property. He would rather that the District extend a license for the person to rent District property rather than a lease. The Board is in consensus with that revision.

District Engineer – No Report

District Manager –

Ms. Carvalho noted the next meeting is schedule for April 14, 2021 .

**Audience Comments and
Supervisor Requests**

Ms. Zare explained in order to accommodate the Bonds Financing timeline she requested continuation of this Board Meeting rather than notice for a Special Board Meeting. A discussion took place regarding the Board's availability.

FOURTH ORDER OF BUSINESS

Continuation

There were no other questions or comments. Ms. Carvalho requested a motion to continue the meeting to April 2, 2021 at 10:00 a.m. at this location.

On MOTION by Mr. Blakley, seconded by Mr. Williams, with all in favor, the March 10, 2021 Meeting of the Board of Supervisor's for the Fieldstone Community Development District was continued at 2:22 p.m. to April 2, 2021 at 10:00 a.m. at this location.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

MINUTES OF MEETING

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

Friday, April 2, 2021 at 10:00 AM

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

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

Pete Williams	Chairperson	(via phone)
Priscilla Heim	Assistant Secretary	
John Blakley	Assistant Secretary	
Dale Weidemiller	Assistant Secretary	

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

Vivian Carvalho	District Manager-PFM Group Consulting, LLC	
Rob Engle	District Engineer- Stantec	(via phone)
Ed Vogler & Kim Ashton	District Counsel- Vogler Ashton	(via phone)
Kevin Plenzler	Financial Advisor- PFM Financial Advisors, LLC	(via phone)
Mark Roscoe	Neal Communities	(via phone)
Misty Taylor	Bond Counsel- Bryant Miller Olive, PA	(via phone)
Pam Curran	Neal Communities	(via phone)
Sete Zare	Underwriter- MBS Capital Markets, LLC	(via phone)
Jim Schier	Neal Communities	
John McKay	Neal Communities	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Ms. Carvalho reconvened the continued meeting 10:02 AM 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
Supplemental Engineer's Report
for Phase 1C and Phase 1D West
Infrastructure Improvements**

Rob Engle provided an overview of the report and the additional areas of improvement part of Phase 1C and Phase 1D. The Total Project amount was #9,992,544.36

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved the Supplemental Engineer's Report for Phase 1 C and Phase 1D West Infrastructure Improvements.

**Consideration of the
Supplemental Assessment
Methodology Report Series 2021B
Bonds**

Kevin Plenzler reviewed the various tables within the report. Table 1 outlines the Phase 1C and Phase 1D West number of units totaling 230 residential units of various lot sizes planned for these Phases. Table 2 details the District's Engineer's Capital Phase 1 C and Phase 1D West Capital Improvement Project Cost of totaling \$9,992,544.00. Table 3 summarizes the District issuance nearly \$4,130,000.00 of bonds which will yield construction proceed of \$3,696,387.00 for Phase 1C and Phase 1D West. Table 4 outlines the Principal per unit and Annual Assessments for the various product type within Phase 1C and Phase 1D West. The Annual Assessment par per unit amount ranging from \$16,447.00 per unit to \$19,468.00 per unit and net assessment ranging from \$699.02 to \$827.40 per unit. He analyzed the Debt Service Assessments on an acreage and per unit basis and find the assessments to be reasonably and equitably allocated and that there is a benefit received by each of the District's property owners in excess of the related assessments.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Supplemental Assessment Methodology Report Series 2021B Bonds.

**Consideration of Lands Legal
Description for Phase 1C and
Phase 1D West**

Ms. Carvalho stated that the Legal Description of Phase 1C and Phase 1D West is located as an exhibit to the Supplemental Engineers Report and the Supplemental Assessments Methodology Report.

On MOTION by Mr. Blakley, seconded by Ms. Heim, with all in favor, the Board approved the Lands Legal Description for Phase 1C and Phase 1D West.

Consideration of Resolution 2021-07, Bond Delegation Award Resolution Phase 1C and Phase 1D West

- **Exhibit A: Form of Third Supplemental**
- **Exhibit B: Form of Purchase Agreement**
- **Exhibit C- Preliminary Limited Offering Memorandum**
- **Exhibit D: Form of Continuing Disclosure Agreement**
- **Exhibit E: Not to Exceed Cost of Issuance Budget**

Misty Taylor reviewed the Resolution and all the Exhibits to the Board. She anticipated this bond issuance being a single series.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved Resolution 2021-07, Bond Delegation Award Resolution Phase 1C and Phase 1D West.

THIRD ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – No Report

District Manager –

Ms. Carvalho stated that next regularly scheduled Board of Supervisors meeting is April 14, 2021 at 1:30PM at this location.

**Audience Comments and
Supervisor Requests**

Mr. Williams requested that the Board and District consider issuing a debit card to the management employee onsite for the purpose of petty cash and other items related to field maintenance that occurs on day to day operation of the District. He requested that a separate operating bank account be open for the debt card for a limit not to exceed either \$1,000 or \$2,000 for spending. Furthermore, before the debt card is replenish in the operating account the WTS management employee must provide the receipts for review and reassurance of District related expenses.

Ms. Carvalho stated the Board can consider initiating the process of issuing a debit card pending the WTS final agreement being in place with the District.

Mr. Vogler agreed with Ms. Carvalho comments and further added that a copy of the WTS agreement has been sent to Jonathan Johnson- District Counsel for the Stewardship District and Misty Taylor- Bond Counsel for review. He stated that there is some provision in the agreement that will need to be amended to reflect the debit card issuance to the WTS management employee. Ms. Taylor stated she has reviewed the WTS agreement and provided comments and changes to be incorporated in the final version. Ms. Carvalho stated the final agreement will be included in the agenda package for the meeting on April 14, 2021.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved the concept for PFM to proceed with initiating the process of issuing a debit card to the WTS management employee for the purpose of purchase of District related items for a not to exceed amount of \$2,000 on the debit card with the card only being replenish when producing receipts and subject to the card being issued until the Board approve the final WTS Management Agreement.

FOURTH ORDER OF BUSINESS

Adjournment

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

On MOTION by Mr. Blakley, seconded by Ms. Heim, with all in favor, the April 2, 2021 Continued Meeting of the Board of Supervisor's for the Fieldstone Community Development District was adjourned at 10:26AM.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

**Fieldstone
Community Development District**

**Rules and Rates
for
Amenity Facilities**

Adopted:

April 14, 2021

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Definitions

“Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Brightwood Pavilion, Riverfield Verandah, future community amenity location, AVID Trails, FitPods and FitStations, together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean all Amenity Facilities Policies of the District as amended from time to time.

“Amenity or Lifestyle Manager (Director of Fun)” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage Amenity Facilities within the District, which facilities include, but are not limited to, the Brightwood Pavilion, Riverfield Verandah.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the North River Ranch Community Development District Board of Supervisors.

“Clubhouse Facilities” – shall mean the Brightwood Pavilion, Riverfield Verandah.

“District” – shall mean the Fieldstone and the North River Ranch Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of individuals living under one roof or head of household. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

“Non-Resident” – shall mean any person or persons that do not own property within the District.

“Non-Resident Member” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters; who are sixteen (16) years of age and older.

“**Renter**” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“**Resident**” – shall mean any person or family owning property within the District.

“**Adult**” – shall be considered any person eighteen (18) years of age or older.

“**Minor**” – shall be considered any person seventeen (17) years of age or younger.

Annual User Fee Structure

The annual user fee for persons not owning property within the District is \$1000.00 per family which shall be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for North River Ranch Community Development District. The fee includes all amenities within the District. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. This membership is not available for commercial or business purposes.

Facility Access Fobs

Two (2) facility access fobs will be issued to each Resident or Non-Resident households; this includes all children sixteen (16) years of age and older. There is a \$10.00 charge to replace any lost or stolen fobs. Each time a facility access fob is issued members will be required to provide proof of District residence or an executed Non-Resident Member Application paid in full. All members will be asked to execute an Amenity Facilities registration form prior to receiving their access fob. Facility access fobs are non-transferable and may be confiscated on site if being used by someone other than the person to whom it was issued. Facility access fobs will not be issued on a Guest basis.

Guardian Access Fobs

Up to two (2) guardian facility access fobs may be issued to a Resident Family, Non-Resident Member Family or Renter Family at any one time. There is a \$10.00 charge per fob. The person(s) being issued this fob must be at least eighteen (18) years of age or older. An executed and notarized Guardianship Power of Attorney Form is required for each guardian. Where there are multiple children under the age of sixteen (16) who will be under the guardian’s care, each child must be listed on the form(s). Guardian fobs are good for one (1) year from the date of issuance. Guardians may not use the Amenity Facilities unless using them with the child or children assigned to their fob. Guardians are

also not permitted to bring Guests to the Amenity Facilities at any time. The child or children assigned to the guardian fob will be required to obtain a child identification fob. There is a \$5.00 charge for this fob.

Renters' Privileges

1. Residents who rent out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. An Amenity Assignment of Rights and Privileges Form must be executed by the Resident on behalf of the renter and witnessed prior to any facility access fobs being issued to the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident. There is a \$10.00 charge per fob issued to Renters. No charge applies for reactivating or extending an existing fob.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
5. Renters shall be subject to such other rules and regulations as the District may adopt from time to time.

Guest Policy

1. The guest policy varies by facility. See each section for the specific policy applicable to that facility.
2. Access fobs are not issued on a Guest basis.
3. Guests must always be accompanied by a Patron when using any of the Amenity Facilities.
4. Patron will be responsible for any damages caused by Guests while using facilities.

Loss or Destruction of Property or Instances of Personal Injury

Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

Indemnification

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

Each organization, group or individual reserving the use of District facilities agrees to indemnify and hold harmless the District and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Resident or Non-Resident Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

Suspension and Termination of Adult Privileges

1. Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
 - a. Submits false information on the application for an access fob.
 - b. Permits unauthorized use of an access fob.
 - c. Exhibits unsatisfactory behavior or appearance.
 - d. Fails to abide by the Rules and Policies established for the use of facilities.
 - e. Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal or physical assault.
 - f. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
2. Management may at any time restrict or suspend any Patron's privileges to use any or all the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.
3. The District shall follow the process below regarding Suspension or Termination of an Adult Patron's privileges:

- a. First Offense - Written notice & explanation of the violation will be given to the Patron and a copy of such notice will be filed in the Resident Services Office.
 - b. Second Offense –Will result in an Automatic suspension of all amenity privileges for thirty (30) days. Written notice & explanation will be given to the Patron and a copy of such notice will be filed in the Resident Services Office.
 - c. Third Offense – Will result in a suspension of all amenity privileges until the next Board of Supervisors Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of the Patron’s privileges for one (1) year (or some shorter amount of time at the Board’s discretion). Written notice will be given to the Patron as to the Board of Supervisors decision.
4. Immediate Suspension & Removal:
- a. The Board Chairperson, District Manager, Amenity Manager have the exclusive right, authority and discretion to suspend any Adult Patron for the use of profanity and failure to follow staff direction for a period of no less than seven (7) days.
 - b. An incident report will be generated, and a copy of such notice will be filed in the Resident Services Office.
 - c. Upon issue of an immediate suspension, should the Patron continue to act or perform in an inappropriate manner/behavior, that Adult Patron shall forfeit all amenity privileges until the next Board of Supervisors meeting. Furthermore, District Staff will recommend termination of Adult Patron’s privileges for a period of six (6) months.
5. Notwithstanding the foregoing, if at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, that Adult Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of Adult Patron’s privileges for up to one (1) year (or some shorter amount of time at the Board’s discretion). Written notice will be given to Adult Patron as to the Board of Supervisors decision.
6. Utilizing the facilities during the suspension period will result in a trespassing citation issued by law enforcement officers of the Manatee County Sheriff’s Office or Florida Highway Patrol. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person’s access fob will result in confiscation of the access fob being used and the suspension of that fob holder’s privileges for a period of fifteen (15) days.
7. Suspension Effective Date:
- a. The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
 - b. Weekdays (Monday – Friday) and Weekends (Saturday – Sunday) will be calculated toward the total number of suspension days.

- c. The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
8. Appeal Process – Adult Patrons:
 - a. Any person has the right to dispute and request an appeal to the District's Board of Supervisors.
 - b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
 - c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
 - d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
 - e. Any person appealing will be governed by the following procedures:
 - i. Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
 - ii. Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
 - iii. Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
 - iv. The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
 - v. The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
 - vi. Appellant must furnish enough copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
 - f. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
 - g. District action(s) will be resolved by way of successful Board motion.
 - h. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

Suspension and Termination of Minor Privileges

1. At the discretion of Amenity Facilities Staff, Minors (children under the age of eighteen (18), who violate the rules and policies may be expelled from the Amenity Facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be mailed to the parents of the child and will be kept on file at the Resident Services Office.

2. Any Minor who is expelled from the Amenity Facilities three (3) times in a one-year period, shall have their Amenity Facilities privileges suspended for one (1) year from the date of the third offense.
3. Notwithstanding the foregoing, at any time a Minor is arrested for an act committed, or allegedly committed, while at any District Facility, that minor shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of minor's privileges for up to one (1) year (or some shorter amount of time at the Board's discretion). Written notice will be given to known minor's guardian(s) as to the Board of Supervisors decision.
4. Utilizing the facilities during the suspension period will result in a trespassing citation issued by the law enforcement officers of the Manatee County Sheriff's Office or Florida Highway Patrol. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access fob will result in confiscation of the access fob being used and the suspension of that fob holder's privileges for a period of fifteen (15) days.
5. Suspension Effective Date:
 - a. The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
 - b. Weekdays (Monday – Friday) and Weekends (Saturday – Sundays) will be calculated toward the total number of suspension days.
 - c. The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
6. Appeal Process – Minor Patrons:
 - a. Any minor has the right to dispute and request an appeal to the District's Board of Supervisors.
 - b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
 - c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
 - d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
 - e. Any minor appealing will be governed by the following procedures:
 - i. Minor Appellant and at least one parent or guardian must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
 - ii. Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
 - iii. Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.

- iv. The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
- v. The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
- vi. Appellant must furnish enough copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- f. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
- g. District action(s) will be resolved by way of successful Board motion.
- h. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

General Facility Provisions

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly noticed public hearing on said rates and fees.
2. All Patrons must have their assigned facility access fob upon entering the amenities. Facility access fobs are non-transferable and may be confiscated on site if being used by someone other than the person to whom it was issued. Patron must present facility access fob upon request from Amenity Staff members.
3. Children under sixteen (16) years of age must be accompanied by a parent/guardian/adult patron aged eighteen (18) or older, with a valid Facility Access Fob.
4. Patrons aged twelve-sixteen (12-16) may access the Fitness Center parent/guardian/adult patron and must be supervised at all times by said patron.
5. All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
6. Dogs and all other pets (except for Service Animals) are not permitted at the Clubhouse Facilities and pools. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
7. No open containers or glass are not permitted at any of the Amenity Facilities, parks, playgrounds and common areas. Alcoholic beverages shall not be served or sold. Alcoholic beverages are only permitted at pre-approved private parties and may also be served at District pre- approved or programmed special events.
8. Facility parking lots are intended for use by Patrons and their guests only while they're using the facilities. Vehicles must be parked in designated areas. Vehicles

may not be parked on grass lawns, or in any way which blocks the normal flow of traffic.

9. Fireworks of any kind are not permitted anywhere on the Amenity Facilities, District Property, and adjacent areas.
10. Only District employees and staff are allowed in the service areas of the Amenity Facilities.
11. The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
12. Smoking is not permitted anywhere in the Amenity Facilities.
13. Guests must be accompanied by a Patron while using the Amenities.
14. All lost or stolen access fobs should be reported immediately to the Resident Services Office.
15. Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
16. Patrons and their guests shall treat all staff members with courtesy and respect.
17. Golf carts, motorcycles, off-road vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District with the exception of parking lots or unless the said vehicles are owned by the District.
18. Skateboarding is not allowed on any District Amenity Facility Property, this includes but is not limited to, the Amenity Facilities, the Greenway, AVID Trail systems, FitPods, athletic fields, playground area, bridge areas, and sidewalks surrounding these areas.
19. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
20. The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
21. Firearms or any other weapons are not permitted in any of the Amenity Facilities.
22. The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and lease fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established lease or usage fees, the Amenity Manager will be required to compensate the District accordingly.
23. There is no trespassing or fishing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespassers will be reported to the local authorities.
24. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner

not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

25. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
26. Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
27. Outdoor grilling is prohibited at all Amenity Facilities unless at a District pre-approved special event.
28. Garbage cans located on District property are for doggie pot bags or garbage generated while using District amenities. These garbage cans are not to be used for personal home trash. Residents using these garbage cans for personal trash may be subject to a disposal fee of Two Hundred Dollars (\$200.00) per violation.
29. District owned trails are not be used during the hours between dusk and dawn.

General Amenity Facility Usage Policy

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment.

1. Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.
2. Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager, PFM Group Consulting, LLC, at (407) 723-5900.

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

Instructor Use of District Property

Any person wishing to conduct or instruct a class or program on District property, whether fee-based or free, must be preapproved by the Community Development District Board of Supervisors. The Board of Supervisors may, at its discretion, delegate this authority to the Community Director. A fully completed and approved Instructor Agreement, proof of compliance with the District's insurance requirements and proof of any requested instructor certification requirements must be on file with the District prior to the commencement of the first class and must remain in effect throughout the duration of the class or program. Approved instructors are bound by the Instructor Agreement which is incorporated herein by this reference. Failure to comply with the provisions of the Instructor Agreement will result in cancellation of the class or program.

Facility Leasing Policies

Adult Patrons may reserve for lease certain portions of the Amenity Facilities for private events. Only one (1) room or portion of the facility is available for lease during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should contact the Resident Services Office regarding the anticipated date and time of the event to determine availability. Please note that all the facilities are unavailable for private events on the following holidays:

New Year's Day	Good Friday	Easter Sunday
Friday Preceding Spring Break		Mother's Day
Last Day of School	Memorial Day	Father's Day
Fourth of July	Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day	New Year's Eve

The pools and pool deck areas, the event lawn playground, fire pit or other common areas of the facilities are not available for private lease and shall remain open to other Patrons and their guests during normal operating hours. The Patron leasing any portion of the facility shall be responsible for any and all damage and expenses arising from the event.

1. Reservations: In order to reserve a room for lease, Patrons must submit to the Resident Services Office a completed Facility Leasing Agreement and all fees associated with the lease. Reservations must be made at least 2 weeks prior to the lease date; i.e., the Facility Leasing Agreement must be completed, and payment received. One payment must be in the amount of the room leasing fee and the other payment must be in the amount of Two Hundred Dollars (\$200.00) as a deposit. All checks and money orders must be made payable to the North River Ranch Community Development District. The Resident Services Office has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Reservations for Charity Events must be made at least ninety (90) days in advance of event and are contingent on District Board approval.

2. Cancellation Policy: Cancellation of a reservation less than thirty (30) days from the reserved date will result in the loss of the **lease** fee and return of the deposit.
3. Available Facilities: The following areas of the District are available for private lease (capacity; **lease** fee established by rule, time frame available) for up to five (5) total hours, including set up and post-event cleanup. Additional hours may be available upon request at a pro-rated amount. Approval for additional hours is at the discretion of the Lifestyle Manager (Director of Fun).

a. **Brightwood Pavilion Game Room,**

Ninety (90) Person Capacity

12:00 pm to 5:00 pm, \$100.00

6:00 pm to 11:00 pm, \$150.00

b. **Riverfield Verandah Outdoor Living Room**

One hundred and twenty-three (123) Person Capacity

12:00 pm to 5:00 pm, \$100.00

6:00 pm to 11:00 pm, \$150.00

4. Staffing: One (1) staff person is required to be present during the facility **lease** period. Should alcohol be added to the Facility Lease, an additional staff person is required by the District to be present, as such, an additional one-hundred-dollar (\$100.00) **lease** fee will be added to the total amount owed.
5. Deposit: A deposit in the amount of Two Hundred Dollars (\$200.00) is required at the time the reservation is made. The deposit will be refunded in full if all conditions listed on the Facility **Leasing** Agreement are met. The District may retain all or part of the deposit if the District determines, at its sole discretion, that it is necessary to repair any damage, including cleanup costs, arising from the lease or if one or more of the conditions of the Facility **Leasing** Agreement are not met.
6. General Policies:
 - a. Patron is bound by the Facilities **Leasing** Agreement which is incorporated herein by this reference.
 - b. Facility & room maximum capacity limits must be observed at all times and will be strictly enforced. District staff reserves the right to take all necessary actions to comply with this requirement. Examples of these actions include, but are not limited to:
 - i. Event Cancellation & Closure
 - ii. Access Restrictions
 - iii. Parking Enforcement & Towing. The Patron **leasing** the facility will be responsible for any and all monetary citations and fines that may be received by the District for such a violation.

- c. Rooms may be **leased** outside of the hours listed above. Details relating to additional lease cost, staffing cost/availability and facility availability may be obtained from the Resident Services Office. All facility **leasing** policies remain in force for these special circumstances and the District has final say in these matters.
- d. **Lease** fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year.
- e. The volume of live or recorded music must not violate applicable Manatee County Noise Ordinances.
- f. Additional liability insurance coverage may be required for any event that is approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case-by-case basis to be reviewed by the District Manager or Board of Supervisors. The Districts are to be named on these policies as an additional insured party.
- g. Due to the volume of requests, the District is generally unable to approve free or reduced rate use of the meeting room space. Requests for vendor programs or creation of a community group may be submitted to the Community Director for consideration.

General Rules for All Swimming Pool Facilities

No lifeguard on duty – Swim at your own risk

All swimming pool facilities open daily **DAWN TO DUSK**. Dawn is 30 minutes before sunrise. Dusk is 30 minutes after sunset.

1. All Patrons must use their assigned Facility Access Fob to enter the pool area.
2. Guest Policy: Patrons sixteen (16) and seventeen (17) years of age are permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age. A Family, as defined in these policies, is limited to a maximum of six (6) total Guests.
3. Children under sixteen (16) years of age must always be directly supervised by a Parent, Guardian or Adult Patron while in the pool facility.
4. Portable wi-fi speakers, radios, tape players, CD players, MP3 players, televisions, and the like are not permitted unless they are personal units equipped with headphones.
5. Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at their own risk and must adhere to swimming pool rules.
6. Showers are required before entering the pools, water park, or using the water slide.
7. Glass containers are not permitted in the pool area.

8. Alcoholic beverages are not permitted in the pool area, unless a pre-programmed community event.
9. No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
10. Hanging on the lane lines (where applicable) and interfering with the lap-swimming lane is prohibited.
11. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
12. Diving is strictly prohibited at all pools, except for Swim Team competitions pre-approved by the Board of Supervisors.
13. Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations. Advance notice will be given to residents, whenever feasible.
14. Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
15. Proper swim attire must be worn in the pool and bathing suit tops must always be tied.
16. No chewing gum is permitted in the pool or on the pool deck area.
17. For the comfort of others, the changing of diapers or clothes is not allowed at pool side.
18. No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. Remote controlled watercraft are not allowed in the pool area.
20. Pool entrances must always be kept clear.
21. No swinging on ladders, fences, or railings is allowed.
22. Pool furniture is not to be removed from the pool area.

23. Loud, profane, or abusive language is absolutely prohibited.
24. No physical or verbal abuse will be tolerated.
25. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
26. Pets, (except for service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
27. The Amenity Staff reserves the right to authorize all programs and activities, regarding the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Homeowner's Association Sponsored Events.

Feces Policy for All Swimming and Wading Pools

1. To avoid contamination:
 - a. Parents should take their children to the restroom before entering the pool.
 - b. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
 - c. Patrons who have diarrhea are prohibited from using the pool.
2. If contamination occurs, the affected pool will be fenced off and closed for twenty-four (24) hours per the Florida Department of Health guidelines. The water will be shocked with chlorine to kill the bacteria.

ADA Chair Lift Usage Policy

1. ADA chair lifts are for use by disabled Patrons and Guests only. Users should consult with their physician to determine if water activities are appropriate for them.
2. Chair lifts are designed for self-use. Amenity Management Staff is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions
3. Use of the chair lifts by non-disabled Patrons or Guests will result in immediate suspension from the facility for a period of one (1) day, no exceptions.

Aquatic Toy and Recreational Floatation Device Policy

1. Toys and other aquatic equipment are prohibited in the pool.
2. Exceptions to the above are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events previously approved by the Amenity Manager.
3. Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

Fitness Centers Policies

1. Please note the Fitness Centers are unattended facilities. Persons using the facilities do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Centers are encouraged to consult with a physician prior to commencing a fitness program.
2. All Patrons using the Fitness Centers are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of the Fitness Centers equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment.
3. Hours: The Fitness Center(s) are open daily for use by Patrons from 5:00 AM – 10:00 PM.
4. Emergencies: Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager, PFM Group Consulting LLC, at (407) 723-5900,
5. Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the Fitness Centers during designated operating hours. Patrons twelve -fifteen (12-15) years of age that have a valid access fob are permitted to use the Fitness Centers during designated operating hours if accompanied and supervised by a parent/guardian/adult patron with a valid access fob. No one under the specified ages is allowed in the Fitness Centers at any time.
6. Guest Policy: Residents may accompany up to two (2) guests to the Fitness Centers. Patrons may bring a preapproved personal trainer to the Fitness Centers for personal training sessions. See Fitness Center Policies Applicable to Personal Trainers, below.
7. Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Centers. Water is permitted in the Fitness Centers if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

8. Proper Attire: Appropriate clothing and athletic footwear (covering the entire foot) must always be worn in the Fitness Centers. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
9. General Policies:
 - a. Everyone is responsible for wiping off fitness equipment after use.
 - b. Use of personal trainers is not permitted in the Fitness Centers unless preapproved by the District.
 - a. Hand chalk is not permitted to be used in the Fitness Centers.
 - b. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
 - c. Weights or other fitness equipment may not be removed from the Fitness Centers.
 - d. When other Patrons are waiting, use of cardiovascular equipment should be limited to thirty (30) minutes and breaks should be taken between multiple sets on weight equipment.
 - e. Weights must be returned to their proper location after use.
 - f. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
 - g. Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Centers.

Fitness Centers Policies Applicable to Personal Trainers

The following rules apply to all Personal Trainers regardless of whether the Personal Trainer is also a Patron. These rules apply in addition to general Fitness Center Policies.

1. A Patron who has a valid facility access fob and is at least 16 years of age may bring an approved Personal Trainer to the fitness center to conduct one-on-one training.
2. Personal Trainers may not conduct classes with more than one Patron at a time.
3. No guests are permitted in the fitness centers and a Personal Trainer may not bring a non-resident to the facility.
4. Personal trainers must be preapproved by the Amenity Manager and must furnish proof of insurance and proper certification. Registration forms may be obtained from the Resident Services Office. Once approved, a Personal Trainer ID badge will be issued and must be worn while in the Fitness Centers. The ID badge will include an expiration date that coincides with insurance expiration. In order to continue to provide personal training using District facilities, insurance and certification must be kept up to date.

Event Lawn/Multi-Purpose Playing Field Policies

All Patrons and guests using the Event Lawn/Multi-Purpose Playing Field are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment. Guests may use the Event Lawn/Multi-purpose Playing Field if accompanied by a Patron.

Please note that the Event Lawn/Multi-Purpose Playing Field is an unattended Facility and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.

1. Hours: The Event Lawn/Multi-Purpose Playing Field is available for use by Patrons daily from dawn to dusk.
2. Emergencies: All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager, PFM Group Consulting LLC, (407) 723-5900.
3. Proper Attire: Proper athletic shoes and attire are required at all times while on the field. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.
4. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/ad ult supervision. Patrons over the age of sixteen (16) may bring a maximum of six (6) guests to this facility.
5. General Policies:
 - a. Usage is available on a first come first serve basis, unless otherwise programmed by District.
 - b. Schedules of programs will be posted.
 - c. Usage of the Event Lawn/Multi-purpose Playing Field by organizations charging a fee is strictly prohibited unless pre-approved by the District.

- d. The exclusive and reserved scheduled uses of the Event Lawn/Multi-Purpose Playing Field are limited to community-based teams and programs scheduled through the Amenity Staff.
- e. Roller blades, skates, skateboards, and motorized scooters are prohibited at the Event Lawn/Multi-Purpose Playing Field.
- f. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones .
- g. Loud, profane, or abusive language is absolutely prohibited.
- h. No physical or verbal abuse will be tolerated.
- i. Beverages are permitted at the Event Lawn/Multi-Purpose Playing Field if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at or on the Event Lawn/Multi-purpose Playing Field.
- j. Alcoholic beverages are not permitted at or on the Event Lawn/Multi-purpose Playing Field, unless a community event pre-approved by the District.

Policies for All Parks and Playgrounds

1. Organized assemblies are not permitted without explicit approval by The District.
2. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of four (4) guests to this facility.
3. Parks and playgrounds are available on a first come first serve basis, no reservations are permitted.
4. Guests must be accompanied by Patrons in accordance with the Districts guest policies.
5. Children using playground equipment must under the age of twelve (12) must be accompanied and supervised by a parent/guardian/adult patron.
6. Children under the age of two (2) are not permitted to use the playground equipment.
7. No grills of any kind are permitted.
8. The use of fireworks is prohibited.
9. No roughhousing is permitted at the parks and playgrounds.
10. Roller blades, skates, skateboards, and motorized scooters are prohibited at all Parks and Playgrounds.
11. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
12. Persons using the parks and playgrounds must clean up all food, beverages and miscellaneous trash brought to the park/playground.
13. The use of profanity or disruptive behavior is absolutely prohibited.
14. Beverages are permitted at all Parks and Playgrounds if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at or on all Parks and Playgrounds.
15. Alcoholic beverages are not permitted at or on all Parks and Playgrounds, unless a community event pre-approved by the District.

16. Inflatable equipment, such as bounce houses, is not permitted at the parks or playgrounds.
17. Park and playground hours are as posted. Unless otherwise posted, hours are from dawn to dusk, Monday thru Sunday.

Avid Trails and Bike Challenge Loop

1. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of four (4) guests to this facility.
2. General Policies:
 - a. Trails and Bike Challenge Loop is for pedestrian and cycling access and recreational use only by Patrons and Guests.
 - b. Children under 16 (sixteen) years of age and accompanied by and supervised by a parent/guardian patron at all times. Children under the age of 8 (eight) must be supervised by a parent/guardian/adult at all times.
 - c. Organized assemblies are not permitted without explicit approval by The District.
 - d. Trails and Bike Challenge Loop hours are dawn to dusk Monday through Sunday.
 - e. Guests must be accompanied by Patrons in accordance with the District's guest policies.
 - f. Strollers are allowed along the Trails but prohibited along the Bike Challenge Loop.
 - g. Grills of any kind are prohibited.
 - h. The use of tents is prohibited.
 - i. The use of fireworks is prohibited.
 - j. No roughhousing is permitted along the trails.
 - k. Persons using the trails and Bike Challenge Loop must clean up all food, beverages and miscellaneous trash.
 - l. Glass containers are prohibited.
 - m. The use of profanity or disruptive behavior is absolutely prohibited.
 - n. Alcoholic beverages are not permitted along the Trails and Bike Challenge Loop.
 - o. The intent of the following policy is to protect the property of the District as well as the interests of the residents of the District while patronizing the Trails and Bike Challenge Loop.
 - i. The Manatee County Sheriff's Department, Florida Highway Patrol, and employees of the Amenity Management Company have the authority to disperse large crowds of juveniles who congregate in the park or parking lot areas with no real purpose, at any time of day.
 - ii. The District has given permission to the law enforcement officers of the Manatee County Sheriff's Office and Florida Highway Patrol to enforce this policy by doing the following:
(This applies to deputies/troopers working off-duty for the District as well as deputies/troopers on regular patrol)

- Give juveniles fair warning at first recognition of violation of policy.
 - Issue Trespass Warnings, at deputy's/trooper's discretion, to juveniles who fail to obey the policy.
 - Violators who have been issued Trespass Warnings and subsequently return to the park prior to the warning's expiration, may be arrested for trespassing.
 - Anyone found guilty of vandalism or other illegal activity while on District property will be prosecuted to the fullest extent of the law with no exceptions
- p. No skateboarding or rollerblading is allowed anywhere along the Trails and Bike Challenge Loop.
 - q. Golf carts, motorcycles, off-road vehicles (including ATVs), and motorized scooters are prohibited along the trails and Bike Challenge Loop.
 - r. The Trails and Bike Challenge Loop are self-clean areas; everyone is expected to clean up after themselves.
 - s. Violation of rules will result in immediate expulsion from the along the trails and Bike Challenge Loop for the day. On the second offense, a trespass warning will be given.

Fishing and Pond Policies

There is a community-wide NO FISHING policy at North River Ranch. The ponds serve stormwater management purposes and are not to State Code for fishing, swimming or ingesting. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

Future Dog Parks and Dog Care

1. The park is open daily **DAWN TO DUSK**.
2. Park is unattended. Persons using the park do so at their own risk.
3. Patrons must have their assigned Facility Access Fob to enter the dog park.
4. Only Patrons with a North River Ranch Community Development facility access fob are permitted to bring their own dog to the dog park.
5. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/ad ult supervision. Patrons over the age of sixteen (16) may bring a maximum of two (2) guests to this facility. Guests may not bring dogs.
6. Dogs that have been declared dangerous or aggressive are prohibited.
7. All Patrons must have proof of their dog's current rabies vaccination and license.
8. Children must be at least 6 years of age and accompanied by a parent or guardian to enter the park. Children 6-16 years of age must be accompanied by an adult and must have a dog to enter the park area. Strollers are not allowed in the park.
9. Puppies under four months old are not permitted in the park.
10. Limit is two (2) dogs per Patron per visit. Guests may not bring dogs.

11. Dogs in heat are not allowed.
12. Patrons must pick up after their dog and dispose of feces properly.
13. Patrons must fill in holes dug by their dog.
14. Dogs must be on a leash when entering and exiting the dog park. Patrons must carry a leash for each dog while inside the dog area and the dogs must always be under voice command.
15. Dogs are always required to wear a basic flat buckle collar or harness with identification tags. No spiked or pronged dog collars are allowed.
16. Animals other than dogs are not allowed.
17. Leaving dogs unattended is prohibited. All Patrons must always remain in the park with their dogs.
18. Dogs that bark persistently, are a nuisance, are annoying or provoking other dogs or persons must leave the Dog Park area.
19. Climbing on or over the fence is not permitted. Dogs are not permitted to jump from one side to the other inside the dog park.
20. No smoking, vaping products, food (dog or human), or raw hides allowed in the Dog Park. Patrons must use caution when bringing dog toys to the park since fights could erupt.
21. No alcoholic beverages or glass containers are allowed in the park.
22. The District staff has the authority to close the park or sections of the park for any reason including maintenance, mowing, weather related problems, special events, or for the public's safety and/or health.

Game Room Policies

1. Residents use only with valid Facility Access Fob.
2. All Patrons must present their assigned Facility Access Fob to the staff person on duty in order to check out game room equipment including but not limited to ping pong paddles and balls, foosballs, air hockey paddles and pucks and billiard balls.
3. Usage of each game is limited to a maximum amount of time of one (1) hour of play per game.
4. No one under the age of sixteen (16) is allowed in the game room unless accompanied by a parent/guardian/adult patron.
5. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. One of the Family members present must be sixteen (16) years of age or older in order to bring up to four (4) total Guests.
6. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
7. Persons using the Game Room must clean up all food, beverages and miscellaneous trash brought to the park/playground.
8. The use of profanity or disruptive behavior is absolutely prohibited.
9. Beverages are permitted at the Game Room if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at the Game Room.

10. Alcoholic beverages are not permitted at the Game Room, unless a community event pre-approved by the District.
11. No running.
12. No horseplay.
13. Any violation of these rules could result in expulsion from the Game Room for a minimum of one day.

Natural Buffer Areas Policy Statement

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Manatee County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees, are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed as follows: Such abutting property owner must initially contact the District. The District will send a representative to confirm that the tree in question is located on District property. Once confirmed, the District will send an arborist to determine whether the tree poses a hazard. If so, and at its discretion, the District will remedy the situation by removing the tree or a portion thereof. If it is determined that the tree does not pose a hazard, the property owner may elect to cut or remove the tree at their own expense. Such abutting property owner must secure permission from the District and shall then be responsible for any needed permitting or review by Manatee County and SWFWMD. The goal of permitted trimming and/or removal, where warranted, is to minimize disturbance to these areas.

If a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one can encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

**FIELDSTONE
COMMUNITY DEVELOPMENT 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

**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 _____, 2021, 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 a n 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 therefor. 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: Ten percent (10%) 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, Florida 33873

A Touchstone Energy® Cooperative

INVOICE: 7663

Invoice Date: 03/24/2021
Terms: NET DUE
Due Date: 03/24/2021
Amount Due: \$ 72,007.07

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

Account: 2677
Description: NORTH RIVER RANCH PH1D WEST (56) LOTS
WO 670557
Page 1 of 2

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CATALOG ITEM: L-001 Full Underground Per Lot Cost	56.000	EA	1,611.0000	90,216.00	
CATALOG ITEM: C-001 Conduit Handling Credit	-5,210.000	FT	0.8100	-4,220.10	
CATALOG ITEM: C-011 Trench - Separate Trench Credit	-2,791.000	EA	4.1300	-11,526.83	
CATALOG ITEM: C-005 Secondary Vault Install Credit	-24.000	EA	58.0000	-1,392.00	
CATALOG ITEM: C-006 Transformer Box Pad Install Credit	-10.000	EA	107.0000	-1,070.00	
CAC AMOUNT	-1.000	EA	67,424.0000	-67,424.00	
CATALOG ITEM: CAC CONSUMER ADVANCE FOR CONSTRUCTION	1.000	EA	67,424.0000	67,424.00	

RETURN BOTTOM PORTION WITH PAYMENT



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, Florida 33873

A Touchstone Energy® Cooperative

Account: 2677
Invoice: 7663
Due Date: 03/24/2021
Amount Due: \$ 72,007.07

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



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, Florida 33873

A Touchstone Energy® Cooperative 

INVOICE: 7663

Invoice Date: 03/24/2021
Terms: NET DUE
Due Date: 03/24/2021
Amount Due: \$ 72,007.07

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

Account: 2677
Description: NORTH RIVER RANCH PH1D WEST (56) LOTS
WO 670557

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: \$ 72,007.07
Tax: \$ 0.00
Total: \$ 72,007.07
Amount Paid: \$ 0.00
Amount Due: \$ 72,007.07

**FIELDSTONE
COMMUNITY DEVELOPMENT 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

**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 _____, 2021, 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 a n 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 therefor. 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: Ten percent (10%) 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, Florida 33873

A Touchstone Energy® Cooperative

INVOICE: 7652

Invoice Date: 03/23/2021
Terms: NET DUE
Due Date: 03/23/2021
Amount Due: \$ 231,281.58

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

Account: 2677
Description: NORTH RIVER RANCH PH1C WEST (174) LOTS
WO 670556

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
CATALOG ITEM: L-001 Full Underground Per Lot Cost	174.000	EA	1,611.0000	280,314.00	
CATALOG ITEM: C-001 Conduit Handling Credit	-11,940.000	FT	0.8100	-9,671.40	
CATALOG ITEM: C-011 Trench - Separate Trench Credit	-7,554.000	EA	4.1300	-31,198.02	
CATALOG ITEM: C-005 Secondary Vault Install Credit	-79.000	EA	58.0000	-4,582.00	
CATALOG ITEM: C-006 Transformer Box Pad Install Credit	-31.000	EA	107.0000	-3,317.00	
CATALOG ITEM: C-010 200amp SP Junction Sleeve Install Credit	-2.000	EA	132.0000	-264.00	
CAC AMOUNT	1.000	EA	209,496.0000	209,496.00	
CATALOG ITEM: CAC CONSUMER ADVANCE FOR CONSTRUCTION	-1.000	EA	209,496.0000	-209,496.00	

RETURN BOTTOM PORTION WITH PAYMENT



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, Florida 33873

A Touchstone Energy® Cooperative

Account:	2677
Invoice:	7652
Due Date:	03/23/2021
Amount Due:	\$ 231,281.58
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



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, Florida 33873

A Touchstone Energy® Cooperative 

INVOICE: 7652

Invoice Date: 03/23/2021
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FIELDSTONE CDD
VIVIAN CARVALHO
C/O FISHKIND & ASSOCIATES INC
12051 CORPORATE BLVD
ORLANDO FL 32817-1450

Account: 2677
Description: NORTH RIVER RANCH PH1C WEST (174) LOTS
WO 670556

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: \$ 231,281.58
Tax: \$ 0.00
Total: \$ 231,281.58
Amount Paid: \$ 0.00
Amount Due: \$ 231,281.58

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Update of WTS Agreement with the District for
Onsite Management Services

Amenity Facility Agreement

This AMENITY FACILITY AGREEMENT ("Agreement") is entered into as of **May 1, 2021** (the "Effective Date") by and between **Fieldstone Community Development District** (the "Client") and **WTS International, LLC** ("WTS") regarding the operation of the Facility as hereafter described.

WITNESSETH:

WHEREAS, WTS is in the business of managing and providing consultation to leisure complexes, health/fitness facilities, residential amenities, spas and salons regarding all aspects of design, development, promotion and operation of such recreational facilities; and

WHEREAS, Client has engaged WTS to perform certain services in connection with the development of a community recreation clubhouse (the "Facility") and related marketing and programmatic services within the North River Ranch community, located in Sarasota, Florida (the "Property"); and

WHEREAS, WTS and Client shall sometimes be referred to herein individually as a "Party" or collectively as the "Parties"; and

WHEREAS, Client and WTS have agreed that WTS shall provide the scope of services described in this Agreement and the exhibits attached hereto and made a part hereof, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Appointment and Term.

A. Client hereby engages WTS, and WTS hereby accepts such engagement, on the terms and conditions of this Agreement. WTS shall have the exclusive right to provide recreation lifestyle management services for the Facility. This Agreement shall be effective as of the Effective Date.

B. WTS shall perform the services as set forth in Exhibit A attached hereto and made a part hereof (the "Services"), commencing on the Effective Date. The Initial Term of this Agreement shall commence on the Effective Date and last three (3) years, subject to an initial review of the Scope of Services and commensurate Facility staffing levels at the six-month anniversary of the Effective Date and on each yearly anniversary of the Effective Date, with any resulting modifications memorialized in writing between the parties. This Agreement shall automatically extend for successive one (1) year periods (each, an "Extended Term") unless either Party gives written notice of non-extension to the other Party not later than ninety (90) days prior to the expiration of the Initial Term or then-current Extended Term (the Initial Term and each Extended Term shall hereinafter collectively be referred to as the "Term").

2. Scope of Authority. Services performed by WTS under this Agreement shall be performed on behalf of Client, and all obligations undertaken or expenses incurred in connection with the Facility shall be for the account, on behalf, and at the expense of Client, except for those expenses expressly provided for herein to be borne and paid by WTS.

3. **Conditions Precedent to Management.**

- A. Client shall be solely responsible for the acquisition of software, furniture, fixtures, equipment, and operating supplies necessary to operate the Facility. WTS shall make software program recommendations upon request by Client and if Client elects not to purchase or otherwise acquire the software recommended by WTS, then Client shall acquire software with the same functionality in the reasonable judgment of WTS.
- B. Client shall establish or allocate an existing account for the deposit of funds received by WTS and Client in the course of the operation of the Facility (the "Operating Account"). Client shall be responsible for the remittance to the proper governmental authorities of all taxes attributable to such deposited funds. Client acknowledges that WTS shall not be obligated to begin performance of Management Services under this Agreement unless and until the required account and routing information is provided by Client to WTS. Client authorizes WTS to debit the Operating Account for purposes of payment of Payroll Expenses and the Benefits Invoice, Base Compensation, and insurance payments (as such preceding capitalized terms are defined herein) in strict accordance with the Operating Budget.
- C. Client shall contract directly for any third-party service providers it requests or requires to service the Facility. WTS shall not contract with any third-party service providers on behalf of Client. Client shall be solely responsible for payment to third-party service providers servicing the Facility. WTS may, at Client's request, manage the performance of third-party providers under contract to Client to service the Facility, but shall not be responsible for said performance.

Commented [JJ1]: Will the budget require bidding?

Commented [JJ2]: Question for the district manager in terms of appropriate oversight and auditing

4. **Staffing.**

- A. **Employees of WTS.** All persons providing the Services at the Facility during the Term shall be employees or independent contractors of WTS. WTS shall have the authority to search for, identify, hire, supervise, manage, discipline and discharge such WTS employees or contractors in its sole discretion. In the event that Client requires the termination or removal of a particular WTS employee over the objection of WTS, Client shall indemnify and hold harmless WTS in the event that any EEOC complaint or civil action should arise as a result of said termination or removal required by Client.
- B. WTS and Client shall collaborate on the development of the Facility staffing model and delegation of time in service of the various Property departments. This model may be expanded upon in the event that Client desires WTS to support additional Property amenities. Such an expansion of staffing needs shall be memorialized in writing between the Parties with a commensurate increase in Management Fee.
- C. **Director Vacancy.** In the event that there is a vacancy in the position of the Director for any reason, Client shall continue to pay the Management Fee. In the further event that Client requests that WTS provide an interim Director to serve at the Facility while a permanent replacement is being recruited, Client shall be responsible for payroll costs for the interim Director at that individual's prevailing rate of compensation, not to exceed One Hundred Percent (100%) of the payroll cost of the former Director until such time as a permanent replacement begins service at the Facility.
- D. Client shall provide all WTS Facility staff with an initial orientation with respect to the Facility and Client shall extend invitations to WTS Facility staff to attend Property-wide training programs with respect to Property systems or operations that will be incorporated into the operation of the Facility. WTS employees shall be granted access to employee rest rooms, break rooms, and other common areas within the Facility and Property. Client shall accommodate the needs of the WTS electronic timekeeping system which shall include providing internet access and a computer that meets the specifications for the software system at

or near the employee entrance to the Facility, allowing WTS staff to electronically log their arrivals and departures.

E. Payroll and Human Resource Administration Reimbursement.

- i. Client shall reimburse WTS for all wages, salaries and other compensation paid to or accrued by WTS staff members who are employed at the Facility during the Term. This reimbursement obligation includes payment of all forms of accrued leave, whether it is state-mandated paid sick leave or WTS Paid Time Off. Payment of accrued leave shall occur when such leave is used by a WTS employee as well as upon termination, transfer, or modification of employment, and upon termination of this Agreement. Client shall also reimburse WTS for any bonus and severance payments that are pre-approved by Client.
- ii. In addition to staff compensation, Client shall reimburse WTS for payroll taxes applicable to WTS Facility staff, workers compensation insurance, personnel recruitment costs, background checks, AED/first aid/CPR training, operator certifications, sexual offender checks, drug screening, licensing, and payroll courier services, all in accordance with the approved Operating Budget.
- iii. Client shall pay a monthly Payroll Processing Fee equal to 4.75% of gross payroll, which shall cover the administrative costs of processing the following: mailed payroll, wage garnishments, new hire paperwork, federal and state unemployment reports, health care programs, COBRA, benefits and 401(K) programs, W-2 year end reporting, 1099 year end reporting, stop payments, direct deposit setup and modification, and all associated tax forms.

Commented [JJ3]: Bookmarking this issue. There are statutory limitations on the ability of a governmental body to provide bonuses

F. Payment of Payroll and Benefits.

- i. Payroll Expenses. Every two (2) weeks during the Term, WTS shall fax or email a payroll invoice (the "Payroll Invoice") with backup listings of all WTS employees, taxes, etc. to Client for review. Client hereby authorizes WTS to debit the Operating Account for the amount of each Payroll Invoices one (1) or more days after receipt thereof. If the day scheduled for the payroll debit falls on a weekend or holiday, the debit shall be made on the previous business day.
- ii. Benefits Expenses. In advance of each month during the Term, WTS shall prepare and submit an employee benefits invoice ("Benefits Invoice"). Client authorizes WTS to debit the Operating Account for the amount of each Benefits Invoice on or after the first (1st) day of each month.

5. WTS Compensation and Expense Reimbursement.

A. Management Services Compensation. From and after the Effective Date, in consideration of WTS's performance of the Services, Client shall pay to WTS the following management services fee (the "Management Fee") which is exclusive of Facility operating expenses, employee salaries, employee benefit costs and associated taxes, insurance costs, software expenses, human resources administration, WTS corporate travel expenses and other reimbursable operating expenses:

Commented [JJ4]: Travel expenses must be in accordance with the statutory travel allowance is established by the state of Florida

- i. Year One of Management Services: Two Thousand Two Hundred Dollars (\$2,200) per month;
- ii. Years Two and Three of Management Services: Two Thousand Five Hundred Dollars (\$2,500) per month, to increase at a rate of two percent (2%) per year during each year of any Extended Term.

- iii. In advance of each month WTS shall invoice Client for the amount of Base Compensation due for the upcoming month, and Client authorizes WTS to debit the Operating Account for the amount of each invoice on or after the first (1st) day of each month.
- B. Insurance Payments. In addition to the Management Fee, Client shall pay to WTS a monthly fee for the insurance coverage outlined in Section 8 of this Agreement. This fee shall be equal to twenty-five percent (25%) of the monthly Management Fee for the then-current year. In each month during the Term, WTS shall invoice Client for insurance payment amounts, and Client authorizes WTS to debit the Operating Account for the amount of each invoice on or about the first (1st) day of each month.
- C. Enhanced Marketing Services. In the course of performing the Services, Client may request the production of customized, Facility-specific marketing deliverables that cannot be created using the standard WTS templates described in Exhibit A. WTS will generate a proposal for Enhanced Marketing Services upon request, and shall proceed upon written acceptance of the proposal. Thereafter, WTS shall prepare invoices in each month for the amount of Enhanced Marketing Services performed in the previous month, and Client shall pay such invoices no later than ten (10) days after receipt thereof.
- D. Expense Reimbursement. Client shall reimburse WTS for all reasonable Client pre-approved expenses associated with the provision of Services within ten (10) days of Client's receipt of an invoice for the same. Reimbursable expenses may include those expenses associated with WTS regional corporate representatives who make site visits and inspections throughout the Term, including mileage, meals, parking, and other similar and customary items. Direct costs (i.e. travel, lodging, food, etc.) associated with staff training (on site or at WTS corporate or regional offices) shall be reimbursed to WTS by Client. Client shall be responsible only for those reasonable expenses pre-approved by Client and documented with receipts or other reasonable written confirmation of payment in full.
- E. Client understands that the Director may arrange various pre-approved activities, events and programs for residents ~~and/or prospects~~ and that there will be expenses involved in operating these programs. These expenses may include, but are not limited to, the purchase of food, event supplies, entertainment, equipment rental, or the purchase of tickets or transportation. Client shall pay the appropriate budgeted or otherwise approved expenses to the vendors. The Director will not put these expenses on their personal credit card. See supporting budget for initial estimations.
- F. Delinquent Payments.
- i. Client acknowledges that delinquent payment of any amounts owed to WTS under this Agreement, including Management Fee, the Payroll Invoice and Benefits Invoice, and/or expense reimbursement invoices, for any reason, is a material breach of the Agreement.
 - ii. For purposes of this Section and Section 9, Management Fee payments, insurance payments, and expense reimbursements are considered delinquent if they are not fully paid within thirty (30) days of the date of issuance of the applicable invoice.
 - iii. For purposes of this Section and Section 9, Payroll and Benefits payments are considered delinquent if they are not fully paid within fourteen (14) days of the date of issuance of the applicable invoice.
 - iv. In the event that any payment becomes delinquent, Client shall automatically owe WTS a late fee equal to five percent (5%) of the principal amount owed. This late fee shall be applied to the next invoice.

Commented [JJ5]: These services seem more development and developer oriented. Are we planning for a cost share for these kinds of activities?

Commented [JJ6]: It should be made clear that these expenses are subject to the statutory travel reimbursement limitations established by the state of Florida

Nothing in this Section shall preclude WTS from concurrently exercising any of its remedies under Section 10 including, but not limited to, the right to suspend work by its employees and contractors at the Facility.

6. **Facility Operations.**

A. **Hiring Restrictions and Non-Disparagement.**

- i. Client acknowledges WTS's legitimate business interest in protecting WTS's knowledge, training, and best practices in the domain of amenity management which are imparted and invested in WTS staff and which are unique, specialized, and proprietary. Accordingly, during the Term and for a period of two (2) years from the termination or natural expiration of this Agreement, Client shall not employ, engage, or enter into a contract with any individual employed by WTS presently or during the Term in a corporate or management-level position or any individual presented to Client as a candidate for a management-level position at the Facility during the Term (collectively, "Restricted Hires"). In addition, Client shall not permit any Restricted Hire to work at the Property in any capacity, whether under the employment of a successor operator, other third-party company, or any other arrangement in which services are rendered at or for the benefit of the Property. WTS may release Client from the restrictive covenants contained herein, and may place conditions upon such release, in its sole discretion, provided that such a release must be in writing signed by the WTS President or General Counsel.
- ii. The Parties agree that a breach of this Section shall subject WTS to damages, and that these damages are difficult to compute. Accordingly, in the event that Client breaches this Section, Client shall pay to WTS liquidated damages in the amount of Ten Thousand Dollars (\$10,000) per breach, with each individual employee being considered a separate breach. The Parties agree that this amount represents a good faith attempt to estimate the actual damages that would be suffered in the event of a breach.
- iii. In addition, Client shall not take any actions, or make any communications that may or actually do have a material adverse impact on the relationship between WTS and their clients or employees or the business of WTS unless such actions are related to legal proceedings or required by law. Further, in any action by WTS to enforce the provisions of this Section 6(A), the Parties agree that the prevailing Party in any such action shall be entitled to collect its reasonable attorneys fees and costs associated with such action from the non-prevailing Party within ninety (90) days of the conclusion of the proceedings.

~~B. **Confidential Information.** Client and WTS recognize that WTS has incurred expenses in developing this Agreement, which is an integral part of and valuable asset of its business and operation, and that each Party has and will obtain other valuable and proprietary confidential information regarding the other's business and operations, including financial information, operating procedures, trade secrets, business methods, training manuals, program materials and other proprietary information (collectively, "Confidential Information"). Client and WTS covenant and agree further that neither Party will divulge nor disclose, either directly or indirectly, the contents of this Agreement or any such other Confidential Information to any individual or firm, and that it will not use this Agreement in any way or for any purpose which is not directly related to the business relationship set forth in this Agreement, without first obtaining express written authorization of the other Party to do so.~~

C.B. **Intellectual Property.** In the course of performing the Services, each Party may utilize certain proprietary and confidential materials, including but not limited to written manuals, standard operating procedures, programs and software, policies, instructions, memoranda, and directives (collectively, "Intellectual Property").

Commented [JJ7]: This agreement is a public record and all documents provided by the parties under this agreement are public records

Intellectual Property shall at all times be the exclusive property of the creator Party. No license or ownership right is granted or implied by the sharing or use of Intellectual Property at the Facility. The Parties shall not, at any time during or following termination of this Agreement for any reason, attempt to copy or recreate Intellectual Property of the other Party, or instruct any third party to do so. Upon notice of termination of this Agreement, WTS shall have the right to immediately remove all WTS Intellectual Property from the Facility and shall continue to charge Base Compensation until all WTS Intellectual Property is returned. WTS Intellectual Property shall not include any materials produced by WTS which are unique to the Facility; such materials shall be considered work product to be owned by Client for which Client may seek intellectual property rights in the form of copyright or trademark for purposes of exclusivity.

D.C. Marketing.

- i. WTS shall have the right to include photographic or artistic representations of the Facility and Property among WTS' promotional materials. These materials shall not include the Client's Confidential Information, nor shall any materials used represent Client in a negative light or cause direct harm to Client's business or reputation. WTS shall be given reasonable access to the Facility for such purpose. Notwithstanding the foregoing, WTS may not use the NRR logo without Client pre-approval.
- ii. Direction taken from client, approval, in collaboration with Client, WTS shall collaborate with Client on social media efforts in furtherance of promotion of the Facility, and shall have the right to establish, access, and manage social media accounts which are specific to the lifestyle activities of the Facility, and to post to such accounts. WTS marketing efforts shall not include promotion of the Facility developer's community brand marketing. Client shall have the right to request the removal of any content posted publicly to said accounts in its sole discretion, and WTS shall promptly comply with any such takedown request. Any content not objected to by Client within seven (7) days of posting shall be deemed accepted.

Commented [J18]: Social media accounts directly affiliated with the district will be subject to Florida public records law

E.D. Building Systems.

- i. WTS shall not be responsible for the provision, cost, design, condition, safety, inspection, maintenance and repair of the systems, equipment and related facilities necessary for the Facility and Property and to be operated in a manner consistent with a commercially reasonable duty of care towards patrons. Such systems, equipment and related facilities shall be defined as the "Building Systems."
- ii. Client acknowledges that WTS has not been engaged, and is not qualified, to inspect, maintain or repair the Building Systems, and shall not be held liable for: the condition of the Facility, Property or Building Systems; for defects, code violations or deficiencies of the Facility, Property or Building Systems; or for harm to or claims made by any third party that are caused by defects, code violations or deficiencies of the Facility, Property or Building Systems. Notwithstanding the foregoing, WTS shall conduct regular and cursory site inspections of the Facility to assess third-party vendor performance, and report to Client on the results of said inspections.

7. **Indemnification**

Commented [JJ9]: I strongly urge that district management have these indemnity provisions reviewed by the district's insurance carrier

- A. Client shall defend, indemnify and hold harmless (collectively, "indemnify" or "indemnification") WTS, and its officers, directors, shareholders, employees, agents, affiliates and assigns, from any and all third-party claims, demands, actions, damages, causes of action, liabilities, penalties, wages and costs (including insurance deductibles, reasonable attorney's fees and costs of litigation) of whatever nature, and whenever made or incurred, pertaining and relating to, and arising from:
- i. Negligent acts or omissions of Client;
 - ii. Allegations by any of WTS's employees or independent contractors of discrimination or harassment by Client's employees or agents;
 - iii. The condition of the Facility, Property or Building Systems;
 - iv. Violations of law by Client;
 - v. Any employment practices claim arising from the termination of a WTS employee ordered by Client over the objection of WTS;
 - vi. The Services of WTS under this Agreement;
 - vii. Any breach by Client of any representation, warranty, covenant or other obligation or duty of Client under this Agreement.
- B. WTS shall defend, indemnify and hold harmless (collectively, "indemnify" or "indemnification") Client, and its officers, directors, shareholders, employees, agents, affiliates and assigns, from any and all third-party claims, demands, actions, damages, causes of action and liabilities (including reasonable attorney's fees and costs of litigation) of whatever nature, and whenever made or incurred, pertaining and relating to, and arising from:
- i. Negligent acts or omissions of WTS;
 - ii. Allegations by any of Client's employees or independent contractors of discrimination or harassment by WTS's employees or agents;
 - iii. Violations of law by WTS;
 - iv. Any breach by WTS of any representation, warranty, covenant or other obligation or duty of WTS under this Agreement.
- C. Upon the filing of any third-party claim for damages arising out of acts or omissions for which one Party has agreed to indemnify, defend and hold harmless the other Party, the indemnified Party shall promptly notify the indemnifying Party of such claim. The indemnifying Party shall have the right to control the defense of such action with counsel of its choice or settle the claim in its sole discretion, provided that such settlement only involves the payment of money damages and not any future covenants or other agreements on the part of the indemnified party, and provided that such settlement includes a full and unconditional release of the

indemnified Party from all liabilities in respect of such claim. The indemnified Party shall cooperate fully with the indemnifying Party in the defense of any such action, including the sharing of any evidence collected at the Facility or Property.

- D. Each Party's obligations under this Section shall be offset to the extent of any negligence or unlawful or wrongful acts or omissions of the indemnified Party, the indemnified Party's employees, and the indemnified Party's independent contractors. The provisions contained in this Section shall survive the expiration or termination of services under this Agreement.

8. **Insurance**

- A. During the Term, to cover the Services provided for herein, WTS shall keep in effect at Client's expense (as indicated in Section 5(B)), the following insurance in amounts not less than the amounts set forth below:

- i. General liability insurance with a Ten Million Dollar (\$10,000,000) general aggregate limit; Two Million Dollar (\$2,000,000) products and completed operations limit; One Million Dollar (\$1,000,000) personal and advertising injury limit; and a per-occurrence limit of One Million Dollars (\$1,000,000).
- ii. Comprehensive automobile liability insurance for all vehicles used by WTS with respect to the operation of the Facility, whether non-owned or hired, with a combined single limit of One Million Dollars (\$1,000,000).
- iii. Excess liability policy in excess of the limits set forth in the sections above, in the amount of Five Million Dollars (\$5,000,000).
- iv. Professional Liability insurance with limits of no less than Five Million Dollars (\$5,000,000) with sublimits for sexual harassment and molestation of no less than One Million Dollars (\$1,000,000).
- v. Employment practices liability insurance with a One Million Dollar (\$1,000,000) limit.

- B. WTS shall also obtain and keep in effect at Client's expense, consistent with Section 4(E), worker's compensation insurance to cover full liability under worker's compensation laws in effect from time to time in the applicable state.

- C. The policies of insurance of general liability, professional liability, and excess (umbrella) liability referenced above include Blanket Additional Insured coverage for parties named pursuant to a written contract. Accordingly, this Agreement hereby names **Fieldstone Community Development District**, its subsidiaries, affiliates, directors, officers and employees as additional insureds, with a waiver of subrogation, for coverage pertaining to bodily injury, property damage, and personal and advertising injury liability caused in whole or in part by WTS's negligent acts or omissions under this Agreement during the course of the Term.

- D. WTS shall notify Client at least thirty (30) days prior to the effective date of any cancellation or modification of such policy. WTS shall, upon execution of this Agreement and upon request by Client, provide Client with a certificate of insurance evidencing the coverage listed above. If Client requires additional insurance to be carried by WTS, Client shall promptly reimburse WTS for said costs attributable thereto.

- E. WTS may negotiate and settle claims with respect to insurance carried by WTS in its sole discretion, provided that such settlement only involves the payment of money damages and not any future covenants or other

agreements on the part of Client, and provided that such settlement includes a full and unconditional release of Client from all liabilities in respect of such claim. Client shall reimburse WTS for policy deductibles.

9. **Defaults and Remedies.**

- A. **Client Default.** Client is in default ("Client Default") if any payment to WTS becomes delinquent, or if Client commits a material violation of any other term, condition, or provision of this Agreement, and such violation continues for a period of thirty (30) days following Client's receipt of a written notice from WTS setting forth the basis of WTS' assertion of a violation. In the event Client undertakes to cure a Client Default (other than a default for non-payment) within said thirty (30) day period and the cure, despite Client's diligent and continuing good faith efforts, cannot reasonably be completed within such cure period, then the cure period will be extended for a reasonable time, upon WTS's prior written consent, to afford Client an opportunity to effect the cure; provided, that in no event will the entire cure period exceed sixty (60) total days.
- B. **WTS Default.** WTS is in Default ("WTS Default") if WTS commits a material violation of any term, condition, or provision of this Agreement, and such violation continues for a period of thirty (30) days following WTS' receipt of a written notice (the "Cure Period") setting forth the basis of Client's assertion of a violation and the manner in which said violation may be cured within the Cure Period. In the event WTS undertakes to cure and notwithstanding WTS's diligent and continuing good faith efforts, such cure cannot reasonably be completed within the Cure Period, then the Cure Period will be extended for a reasonable time to afford WTS an opportunity to effect the cure; provided, however, that in no event will the entire Cure Period exceed sixty (60) total days.
- C. **WTS Remedies.** In the case of a Client Default, WTS shall have the right to elect any one or a combination of the following remedies: (i) to suspend performing any of the Services to be provided by WTS under this Agreement until the Client Default has been cured; (ii) to continue performing the Services to be provided by WTS under this Agreement without waiving the Client Default and allowing a late fee to accrue (and with the express right to subsequently invoke any of its other remedies pertaining to the same, or any future, Client Default); (iii) to initiate an action for damages or equitable relief prior to exercising any right to terminate or suspend performance under this Agreement; and (iv) to terminate this Agreement, reserving the right to pursue any further legal and equitable remedies that may be available to WTS hereunder, including but not limited to the right to pursue collection of any amounts owed to WTS and reimbursement of any expenses incurred in doing so. WTS's rights and remedies hereunder are cumulative and may be exercised concurrently or separately.
- D. **Client Remedies.** In the case of a WTS Default, Client's sole remedy will be to terminate this Agreement upon ninety (90) days written notice to WTS; provided, however, that Client shall be obligated to pay all amounts owed under this Agreement through the date of WTS Default, which shall be the ninetieth (90th) day after notice of termination has been received by WTS.
- E. **Limitation of Damages; Exclusion of Certain Damages.** ~~EXCEPTING RECOVERIES UNDER WTS'S INSURANCE POLICIES AND THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, WTS'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL DOLLAR AMOUNT WHICH CLIENT HAS PAID TO WTS AS COMPENSATION UNDER THIS AGREEMENT. CLIENT SHALL BE REQUIRED TO EXHAUST ALL AVAILABLE INSURANCE LIMITS AND REMEDIES AS PROVIDED IN SECTION 9 HEREIN BEFORE SEEKING AN ACTION FOR DAMAGES. IN NO EVENT SHALL WTS HAVE ANY LIABILITY TO CLIENT FOR ANY LOST PROFITS OR REVENUES. IN NO EVENT~~

SHALL EITHER PARTY HAVE ANY ~~LIABILITY~~LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Commented [JJ10]: Consider striking this language as well

- F. Actions Upon Termination. Notwithstanding anything to the contrary in this Agreement, in the event of a termination of this Agreement by either Party in accordance with the terms and provisions of this Agreement, the parties agree that Client shall be obligated to pay all amounts owed under this Agreement through the effective date of the termination.
- G. Force Majeure. If, because of weather, acts of God, strikes or other labor disputes, pandemic or other public health emergency, vendor delays, or other unavoidable cause, either Party is unable to perform its obligations hereunder, such non-performance shall not be considered a breach of the Agreement. In the event of a natural disaster that forces the Facility to close for longer than two weeks, Client shall provide disaster relief pay to WTS Facility employees in the amount of the lesser of: the amount of pay which Client is supplying its own employees; or an amount equal to the average of two weeks of payroll as calculated over the preceding three months.

10. Miscellaneous Provisions.

- A. Notices. All notices will be hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following address:

To Client: Fieldstone Community Development District ("CDD")
Fieldstone CDD
12051 Corporate Blvd
Orlando, FL 32817
(407) 723-5900
District Manager: Vivian Carvalho

To WTS: Gary J. Henkin, President
WTS International, LLC
3200 Tower Oaks Boulevard, Suite 400
Rockville, MD 20852

Email Copy to: John Casterline, General Counsel
Jcasterline@wtsinternational.com

Any notice will be considered to have been given on the date of hand delivery or on the date of receipt or refusal.

- B. No Waiver. No waiver of any breach of any covenant, condition or agreement or any right of exercise contained herein will be construed to be a subsequent waiver of that covenant, condition or agreement or of any subsequent breach thereof of this Agreement.
- C. Applicable Law. This Agreement and the rights and obligations of the parties hereunder will be governed by the laws of the State of ~~Florida~~ Maryland.

- D. Entire Agreement. This Agreement, including any exhibits, schedules and attachments hereto, will constitute the entire Agreement between the parties, and no variance or modification thereof will be valid and enforceable, except by amendment in writing, executed and approved in the same manner as this Agreement, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, except as set forth herein.
- E. Benefits and Burdens. This Agreement will inure to the benefit of and bind the parties, their successors-in-interest and, their permitted assigns.
- F. Construction. Unless the context clearly indicates otherwise, where appropriate the singular will include the plural and the masculine will include the feminine or neuter, and *vice versa*, to the extent necessary to give the terms defined herein and/or the terms otherwise used in this Agreement their proper meanings.
- G. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, unless to do so renders the performance of the Agreement economically infeasible, in which event the Party suffering from the infeasibility may terminate performance under this Agreement.
- H. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties, and other than the indemnification rights contained in Section 7, no other person or entity will have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. In furtherance of and not in limitation of the foregoing, nothing contained in this Agreement is intended to be for the benefit of any creditor or other person or entity to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) Client or WTS or any officer, director, shareholder or agent thereof; and no such creditor or other person or entity will obtain any right hereunder against the either Client or WTS by reason of any debt, liability or obligation (or otherwise).
- I. Relationship of Parties. In its performance of this Agreement, WTS shall at all times act as an independent contractor of Client. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between WTS and Client or their respective successors in interest. To the extent any fiduciary duties would have the effect of modifying, limiting or restricting the express provisions of this Agreement, the terms of this Agreement shall prevail and any liability between the Parties shall be based solely on principles of contract law and the express provisions of this Agreement. For the purposes of assessing WTS's fiduciary duties and obligations under this Agreement, the Parties acknowledge that the terms and provisions of this Agreement and the duties and obligations set forth herein are intended to satisfy the fiduciary duties which may exist as a result of the relationship between the Parties. The Parties hereby unconditionally and irrevocably waive and release any punitive, exemplary, statutory or treble damages or any incidental or consequential damages with respect to any breach of fiduciary duties.
- J. Execution. The Parties warrant that the individuals signing this Agreement have the necessary authority and legal capacity to bind the Parties. Additionally, this Agreement may be executed in several counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed signature page by facsimile transmission or email via PDF or similar electronic format shall be effective as delivery of a manually executed counterpart hereof.

K. Attorney's Fees. Excluding any proceeding arising as a result of WTS's ~~sole~~ negligence, in the event that WTS is made a party to any proceeding as a result of its being a party to this Agreement, or for any reason arising from or relating to any and all of the Services performed by WTS under this Agreement, WTS will be entitled to the reimbursement from Client of its reasonable attorney's fees and the costs of the negotiation, settlement, or judicial proceeding arising from or relating thereto.

~~L. Dispute Resolution. Client may not initiate litigation or arbitration proceedings with respect to any dispute until the mediation of such dispute is complete and such mediation shall be administered by JAMS (or if JAMS no longer exists, another mutually acceptable alternative dispute resolution provider) in Rockville, Maryland. If any dispute remains between the parties after the mediation is complete, then WTS shall have the sole authority to require all claims and disputes arising under or relating to this Agreement be settled by binding arbitration in the State of Maryland, City of Rockville. An arbitral tribunal of one arbitrator (the "Arbitrator") shall be established in conformity with the Comprehensive Arbitration Rules and Procedures of JAMS or such other rules of a successor ADR provider mutually agreed upon by the parties in effect at the time such arbitration is commenced. Issues relating to the conduct of any arbitration and enforcement of any award shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. An award of arbitration may be confirmed in a court of competent jurisdiction.~~

L. **Compliance with Public Records Laws.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [PHONE NUMBER, EMAIL AND ADDRESS].

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M, E-Verify. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

[Signatures Appear on Following Page]

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IN WITNESS WHEREOF, Client and WTS have caused this Agreement to be signed as of the Effective Date.

North River Ranch Marketing Group:

By: _____
Name:
Title:
Date:

WTS International, LLC

By: _____
Name:
Title:
Date:

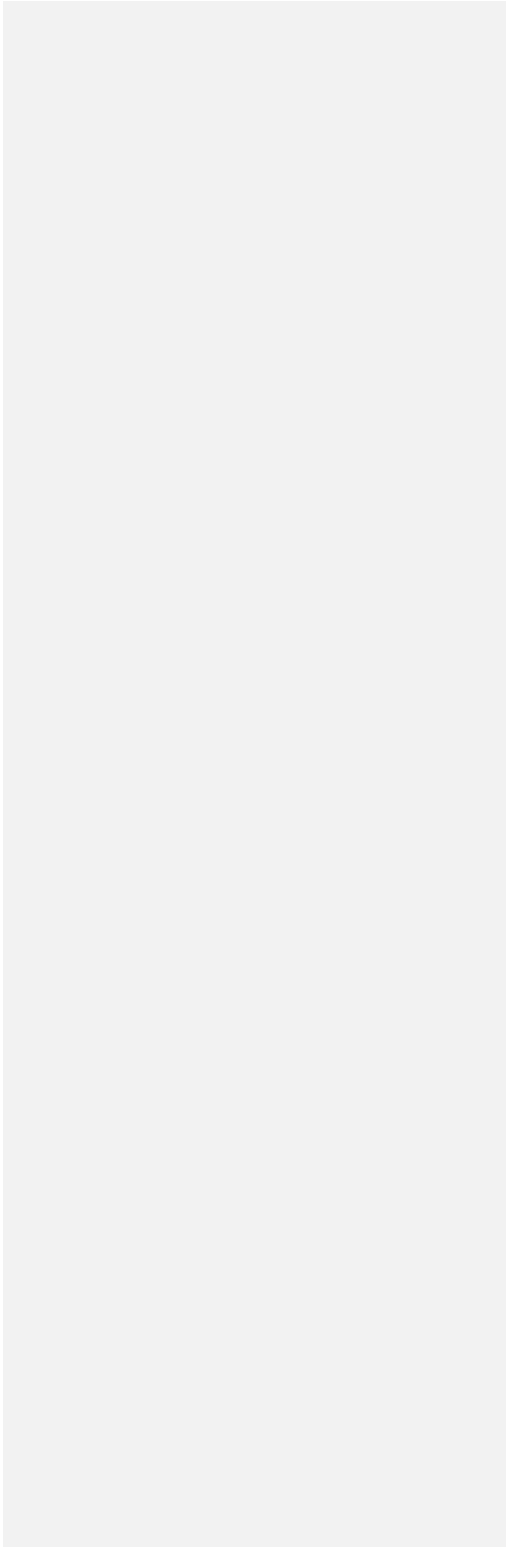


Exhibit A
Scope of Management Services

WTS, working collaboratively with Client where applicable, will provide the following Management Services for the Amenities in accordance with and subject to the text of the Agreement. In the event of an inconsistency between this Exhibit A and the text of the Agreement, the Agreement will control. The Management Services will include the following:

Staffing & Training

- WTS will provide management oversight, ongoing resources and support to the Lifestyle Manager/Director, (Director) service providers, program and event staff and all other staff for the Amenities. The Director and all other lifestyle staff will be trained and supervised by WTS.
- WTS will work with client in determining the staffing model and hours allocated to the lifestyle and marketing program.
- WTS will train, supervise and employ a highly qualified Director, part-time hourly wage support staff members as well as certified instructors for the Facility, if required. Hourly wage and contract staff will be selected, supervised, trained and employed by WTS as needed.
- The staff will, at all times, exemplify the standards of the Client and will, pending Client approval, be trained in the Client's procedures. All employees and staff will be dressed in standard uniforms with name tags and will, at all times, exude a friendly, outgoing demeanor to residents, guests and prospective buyers.
- The Director will attend all Client meetings scheduled, such as, but not limited to CDD meetings and developer site visits as required, marketing and builder meetings.
- WTS will provide complete training to all staff in all operational areas including customer service standards, lifestyle programming, event implementation, sales and promotion, data management, etc.

Programming Components

WTS will create a wide array of leisure programs and activities for community residents and prospects. Program options may include (but are not limited to) the following and will be promoted through a calendar of events that will be distributed to all residents.

- Racquet and Recreational programs (i.e. bocce ball, kickball, etc.)
- Fitness (i.e. personal training, sun set yoga, group exercise classes, 5K's etc.)
- Aquatics (i.e. swim lessons, water aerobics, drive-in movies, etc.)
- Social Events (i.e. mix & mingle, summer kick-off, harvest fest, winter wonderland, etc.)
- Wellness Concepts (i.e. recovery, nutritional support, meditation, etc.)
- Outdoor Adventure (i.e. trailblazers, 5K's, ninja warrior training camp, trips, etc.)
- Social Clubs (i.e. running club, ladies bunco, men's poker group, fishing club, etc.)
- Prospect Events (i.e. dusty boots tour, a taste of the seasons, etc.)
- Bike Share program (in collaboration with Client and outside vendors)

Amenities Operations

- Perform routine maintenance and visual inspections of amenity equipment.
- Oversee third-party preventative maintenance and pool maintenance vendors.
- Notify District of defects known to WTS and, with District approval, engage maintenance vendor for timely repairs.

Administration

- Collaborate with Client to prepare yearly operating lifestyle budget.
- Continuous identification of trends in the recreation and lifestyle field.
- Maintain daily records of program attendance.
- Review and respond to all resident and prospect suggestions and inquiries.
- Establish and maintain tracking procedures for programs, services and events.
- Prepare reports to client of any incidents, accidents, etc.
- WTS shall develop and implement, to the satisfaction and collaboration, an Emergency Action Plan setting forth a policy for the lifestyle program designed to protect staff and authorized patrons from serious injury, property loss, or loss of life, in the event of an actual or potential major disaster, which may include, but not be limited to, any of the following: fire, tornado, earthquake, bond threat, hazardous chemical spill, or other hazardous event. Collaborate with client's hurricane preparedness and procedures.

Communications

- WTS will submit monthly written reports to the client summarizing operations, programming, participation levels, problems and any other areas pertinent to the operation of the Amenities. WTS corporate representatives will meet with and communicate consistently with the Director, staff and client. Written communication, consistent site visits and input to the Amenities staff will be provided.

Collateral and Promotion Materials

- WTS will provide template promotional and informational materials, where applicable in order to effectively expose and promote the community to the residents and prospects.

Description and parameters of Lifestyle Manager

- Part-time 24 hours/3-day week
 - Some holidays, evening/weekend work will be required
- Part-time rate in region of \$25 p/hr. No benefits. May – September 2021
- Full time October 2021
- Office at NL&N
- On site, possible office space Mobile Mini
- Reports to Marketing Director

- Research, outline and prepare, where applicable, programming components to serve prospects, residents, homebuilders and Realtors
- Collaborate with CDD and HOA, where applicable, on Health & Safety Plans, Emergency Preparedness Plans, Homeowner Rules & Regulations.
- Collaborate with On Site Amenities Custodian regarding maintenance and common areas
- Prepare Staffing & Training protocols



AMENITY FACILITIES LICENSE AGREEMENT

THIS AGREEMENT is entered by and between _____ (“Owner”) and Fieldstone Community Development District (“District”) based upon the following terms and conditions.

WHEREAS, the Community Development District operating pursuant to Chapters 190, Florida Statutes, and is the entity responsible for the operation of the residential community North River Ranch in Manatee County, Florida known as Fieldstone CDD “District”), which includes Amenity Facilities and other recreational facilities;

WHEREAS, Owner is the owner of the real property at _____, Parrish, Florida, 34219, which is a residence within the community operated by the District and subject to the terms and conditions of the governing documents of the community;

WHEREAS, Owner wishes to license a portion of the Amenities Facility described in the attached Exhibit A (the "premises") for a private function, also described in Exhibit A; and

WHEREAS, District agrees to license the described portion of the Amenity Facilities to Owner on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the terms, conditions and agreements set forth herein, which both parties acknowledge to be sufficient, the parties agree as follows:

1. The portion of the Amenity Facilities described in Exhibit A shall be licensed by Owner on _____, 20_____, between the hours of _____M. and _____M.
2. Owner tenders herewith a security deposit in the amount of \$ _____, which may be held and applied to cover the cost of repairing any damage done to the premises or any other portion of the property or any personal property of District, or any clean-up costs incurred by District as a result of Owner's failure to do so, or to cover the additional rent if Owner holds over beyond the time period specified in Paragraph 1. The security deposit shall not be District's sole remedy in the event of any violation of the terms hereof or the Rules and Regulations.
3. Owner agrees to pay \$ _____ for the time period stated plus \$ _____ per hour for any hour or any portion thereof that Owner uses the premises beyond the time period stated plus \$ _____ for additional staff. Payment for the time period stated must be received by District on or before the date on which the Amenity Facilities rental will take place in the form of a cashier's check or money order.

4. Owner agrees to indemnify and hold harmless the District for any claims of any kind whatsoever arising from Owner's use of the Amenity Facilities pursuant hereto. This includes claims against the District, its Board members, officers or employees, and includes allegations of negligence of any kind on the part of the District, its Board members, officers and employees, as well as any attorney's fees incurred by District in defending any such claims.
5. Owner submits herewith as a pre-requisite for approval to use the Amenity Facilities, proof of insurance, with general liability limits of at least \$ _____ with District as an additional named insured pertinent to Amenity Facilities rentals or for any other damage.
6. Owner agrees that Owner shall have no right to use the Amenity Facilities for the purposes set forth herein unless and until this application is approved by the Board of Supervisors.

DATED this _____ day of _____, 20_____.

OWNER

FIELDSTONE CDD

Exhibit A

Select the specific portion of the Amenity Facilities to be used:

BRIGHTWOOD PAVILION GAME ROOM ONLY

This does not include any portion of the pool, the pool deck, event lawn, playground, fire pit or other common areas located at Brightwood Pavilion campus.

RIVERFIELD VERANDAH

This does not include any portion of the pool or the pool deck at Riverfield Verandah.

Describe the purpose of the function and the number of guests anticipated:

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

Change Order

No. 11

Date of Issuance: April 6, 2021 Effective Date: April 14, 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 March: Mail Kiosk, Irrigation Meter, Valves, Grout, Pool Deck Drain, Yard Drain, Gutter Curb, Storm Structures, Sanitary Manholes, Earthwork, & Conduits.

Attachments: (List documents supporting change):

Woodruff & Sons Proposals, Worksheet for Extras dated 03/29/2021.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 7,407,885.73

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

\$ 214,808.36

Contract Price prior to this Change Order:

\$ 7,622,694.09

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

\$ 198,710.74

Contract Price incorporating this Change Order:

\$ 7,821,404.83

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

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. 10:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

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

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

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

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

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

Contract Times with all approved Change Orders:

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:

By: 
Engineer (Authorized Signature)

Date: April 6 2021

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

Date: _____

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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: Mar 29, 2021
REFERENCE NO: _____
W&S INVOICE NO: PCO-11

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	WORKMAN	TICKET #	QTY	UNITS	DESCRIPTION OF WORK	UNIT \$	EXTENSION \$
			2.00	ea	F&I Customer Side of Irrigation Meter Assem.	\$2,132.85	\$4,265.70
			1.00	ls	Pour Mail Box Kiosk - Phase 3A	\$1,069.43	\$1,069.43
			1.00	ls	Install 8" Valve at Connection - Phase 2A Per County	\$2,031.00	\$2,031.00
			1.00	ls	Install 6" Valve at Connection - Phase 2A Per County	\$1,673.66	\$1,673.66
			5.00	ea	Grout Fill Remaining Kelly Wells - Phase 2A	\$245.00	\$1,225.00
			1.00	ls	Install 50' Diameter Turn-Around - Phase 3A	\$4,401.90	\$4,401.90
			140.00	lf	12" DR-26 Pool Deck Drain	\$26.50	\$3,710.00
			2.00	ea	12" 45 Bend	\$305.39	\$610.78
			1.00	ls	489' 12" DR-26 Yard Drain & End Wall Phase 3A	\$21,915.44	\$21,915.44
			1.00	ls	Replace Valley Gutter Curb Castings	\$5,107.45	\$5,107.45
			1.00	ls	Replace Storm Structure Lids for VG Castings	\$8,218.32	\$8,218.32
			1.00	ls	Curb Removal & Replace Phase 1A / 3A	\$20,995.61	\$20,995.61
			10.00	ea	F&I Car Stops in Parking Lot Phase 3A	\$72.00	\$720.00
			1.00	ls	Thermo 3 Lines of Cross Walk @ Entrance	\$2,574.00	\$2,574.00
			25,578.00	sy	Additional Sod - Pond Banks / Rear Yards	\$3.04	\$77,757.12
			1.00	ls	Re-form Walk @ S.E Corner Entrance Phase 1A	\$460.10	\$460.10
			3.00	tn	F&I Rip-Rap @ Structure 14-3	\$317.82	\$953.46
			1.00	ea	Structure Delivered Prior to Change of Scope	\$1,760.79	\$1,760.79
					Sanitary Manhole #27 Phase 1B		
			1.00	ea	Structure Delivered Prior to Change of Scope	\$2,149.20	\$2,149.20
					Sanitary Manhole #7 Phase 1B		
			1.00	ea	Structure Delivered Prior to Change of Scope	\$1,760.79	\$1,760.79
					Sanitary Manhole #24 Phase 1B		
			1.00	ea	Structure Delivered Prior to Change of Scope	\$2,149.20	\$2,149.20
					Sanitary Manhole #26 Phase 1B		



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: Mar 29, 2021
REFERENCE NO: _____
W&S INVOICE NO: PCO-11

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	WORKMAN	TICKET #	QTY	UNITS	DESCRIPTION OF WORK	UNIT \$	EXTENSION \$
			1.00	ea	Structure Delivered Prior to Change of Scope Sanitary Manhole #25 Phase 1B	\$1,766.68	\$1,766.68
			1.00	ea	Structure Delivered Prior to Change of Scope Sanitary Manhole #25A Phase 1B	\$1,766.68	\$1,766.68
			1.00	ea	Structure Delivered Prior to Change of Scope Storm Structure #12-5 Phase 1C	\$2,948.39	\$2,948.39
			1.00	ea	Structure Delivered Prior to Change of Scope Sanitary Manhole #65 Phase 3A	\$1,986.78	\$1,986.78
			1.00	ls	Additional Earthwork	\$12,012.50	\$12,012.50
			534.00	lf	F&I 1.25" PVC Conduit (Phase 2A)	\$6.89	\$3,679.26
			144.00	lf	F&I 2.5 " PVC Conduit (Phase 2A)	\$6.72	\$967.68
			998.00	lf	F&I 3" PVC Conduit (Phase 2A)	\$8.09	\$8,073.82
SUBTOTAL							\$198,710.74
TAX %							
TOTAL							

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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



Stantec Consulting Services Inc.
 6900 Professional Parkway East
 Sarasota FL 34240-8414
 Tel: (941) 907-6900
 Fax: (941) 907-6910

April 1, 2021

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

215615928

Fieldstone Community Development District
 c/o PFM Group Consulting, LLC
 12051 Corporate Boulevard
 Orlando, FL 32817

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

Reference: **Change Order No. 1 Under Specific Authorization No. 24
 North River Ranch Phase 2 – Infrastructure Project**

Dear Ms. Carvalho:

Due to ongoing project needs and changes proposed by the Client. Stantec is requesting approval to proceed with the following additional professional services as follows:

Existing Task 220 - Final Layout

Due to a Client directed change in direction to the project base plan, we request increase to the T/M* task budget of \$4,500 bringing the new total fee for this task to \$9,000.

Existing Task 230 - Plan Permit Prep

Due to a Client directed change in land plan, Stantec will have to redesign the drainage system according to the new direction. We also have to rework the plan set to accommodate the change. We therefore request a fee increase to this fixed fee task of \$50,000 bringing the new total fee to \$145,000.

S.A. Contract to Date	\$ 279,500
Increase this Change Order	\$ 59,000
New Contract Sum	\$ 338,500

 Stantec Consulting Services Inc.

 Fieldstone Community Development District
 c/o PFM Group Consulting LLC

 6900 Professional Parkway East

 12051 Corporate Blvd

 Sarasota, FL 34240

 Orlando, FL 32817

 By 

 By

 April 1, 2021
 Date

 Date

 By 

 April 1, 2021
 Date

Design with community in mind



SCHEDULE OF FEES

Effective January 1, 2021

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Change Order No 9,
SA-5 Grande Reserve Phase 1

		Date	31 March 2021
"STANTEC"	STANTEC CONSULTING SERVICES INC.	Stantec Project #	215613809
		Pipeline #	578748
	6900 Professional Parkway East, Sarasota, FL 34240 Ph: (941) 907-6900 Fx: (941) 907-6910 email: rob.engel@stantec.com		
CLIENT	FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT C/O PFM GROUP CONSULTING LLC		Change Order: 9
	12051 Corporate Blvd., Orlando, FL 32817 Ph: (407) 723-5900 Fx: (407) 382-3254 email: carvalhov@pfm.com		
Project Name and Location:	SA-5 Grande Reserve Phase 1 - Civil Planning and Permitting Parrish, Manatee County, Florida		

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

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

Existing Task 237 – Phase 1C Construction Phase Services

We are requesting an increase to the project budget due to ongoing project needs.

Existing Task 238 – Phase 1D Construction Phase Services

We are requesting an increase to the project budget due to ongoing project needs.

Existing Task 242 – Phase 1C Testing & Certification

We are requesting an increase to the project budget due to ongoing project needs.

Existing Task 243 – Phase 1D Testing & Certification

We are requesting an increase to the project budget due to ongoing project needs.

Existing Task 441 – Moccasin Wallow/ Main Roads Miscellaneous Sketch & Descriptions

We are requesting an increase to the project budget due to ongoing project needs.

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

Task	Services	Fee Type	Current Fee	Requested Change	New Fee
237	1C Construction Phase Svcs	T/M*	(est.) \$ 21,500	(est.) \$ 15,000	(est.) \$ 36,500
238	1D Construction Phase Svcs	T/M*	(est.) \$ 33,500	(est.) \$ 15,000	(est.) \$ 48,500
242	1C – Testing & Certification	Fixed	\$ 14,000	\$ 8,000	\$ 22,000
243	1D – Testing & Certification	Fixed	\$ 14,000	\$ 8,000	\$ 22,000
316	1B – LA Preliminary Design	T/M	\$ 2,300	(\$ 2,300)	\$ 0
317	1C – LA Preliminary Design	T/M	\$ 2,300	(\$ 2,300)	\$ 0
318	1D – LA Preliminary Design	T/M	\$ 2,300	(\$ 2,300)	\$ 0
321	1B – LA Const Plans	Fixed	\$ 8,300	(\$ 6,225)	\$ 2,075
322	1C – LA Const Plans	Fixed	\$ 6,400	(\$ 4,800)	\$ 1,600
323	1D – LA Const Plans	Fixed	\$ 8,300	(\$ 6,225)	\$ 2,075
326	1B – Hardscape Plans	Fixed	\$ 3,700	(\$ 3,700)	\$ 0
328	1D – Hardscape Plans	Fixed	\$ 5,500	(\$ 5,500)	\$ 0
330	1A – LA Const PH Services	T/M	\$ 1,700	(\$ 1,700)	\$ 0
331	1B – LA Const PH Services	T/M	\$ 1,700	(\$ 1,700)	\$ 0
332	1C – LA Const PH Services	T/M	\$ 1,700	(\$ 1,700)	\$ 0
333	1D – LA Const PH Services	T/M	\$ 1,700	(\$ 1,700)	\$ 0
360	A – LA Const PH Services	T/M	\$ 1,700	(\$ 1,700)	\$ 0
361	MW – LA Const PH Services	T/M	\$ 1,700	(\$ 1,700)	\$ 0
441	MW Mics. Sketch & Desc	T/M*	(est.) \$ 16,000	(est.) \$ 3,000	(est.) \$ 19,000
Total Change					\$ 5,450

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

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

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

Signatures on next page

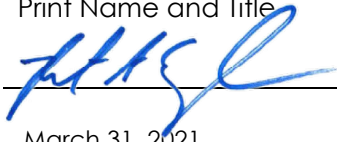
By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

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

STANTEC CONSULTING SERVICES INC.

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

Signature

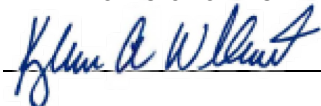


Date Signed:

March 31, 2021

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

Signature



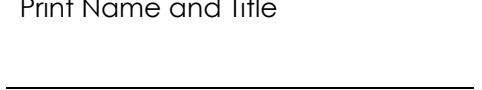
Date Signed:

March 31, 2021


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

Pete Williams
Chairperson
Print Name and Title

Signature



Date Signed:





SCHEDULE OF FEES

Effective January 1, 2020

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 98.00
Level 4	\$ 108.00
Level 5	\$ 123.00
Level 6	\$ 127.00
Level 7	\$ 132.00
Level 8	\$ 143.00
Level 9	\$ 149.00
Level 10	\$ 154.00
Level 11	\$ 165.00
Level 12	\$ 174.00
Level 13	\$ 183.00
Level 14	\$ 192.00
Level 15	\$ 204.00
Level 16	\$ 225.00
Level 17	\$ 232.00
Level 18	\$ 239.00
Level 19	\$ 248.00
Level 20	\$ 258.00
Level 21	\$ 274.00
1 Person Field Crew	\$ 95.00
2 Person Field Crew	\$ 135.00
3 Person Field Crew	\$ 155.00
4 Person Field Crew	\$ 175.00

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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



Stantec Consulting Services Inc.
 6900 Professional Parkway East
 Sarasota FL 34240-8414
 Tel: (941) 907-6900
 Fax: (941) 907-6910

April 1, 2021

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

215613718

Fieldstone Community Development District
 c/o PFM Consulting Group
 12051 Corporate Blvd.
 Orlando, FL 32817

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

Reference: **Change Order No. 1 to Specific Authorization No. 25
 Professional Services Proposal for The Fieldstone Community Development District
 General District Engineer Services for Fiscal Year 2021**

Dear Ms. Carvalho:

As requested, Stantec is providing the following Change Order proposal to provide public bidding services for the North River Ranch Phases 1C and 1D West Project.

Existing Task 260 – General Engineering Services for Fiscal Year 2021

Due to recent requests for services, we would like to add to the Task budget as follows:

- Supplemental Engineer's Report for North River Ranch Phase 1C and 1D West, we are requesting an increase of \$ 6,000 for this report.
- Bidding Services for Morgan's Glen Phases 1B & C; 2B & 3B, we are requesting an increase of \$8,000 to the budget for this work.

These services will be performed on a T/M basis at our standard rates under our Agreement made between Fieldstone Community Development District and Stantec Consulting Services Inc. for Professional Engineering Services. Enclosed is a copy of our current Schedule of Fees, effective January 1, 2021.

Task	Services	Fee Type	Original Fee	Increase	New Fee
260	Gen. Eng. Services FY 2021	T/M*	(est.) \$ 40,000	(est.) \$ 14,000	(est.) \$ 54,000

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

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year



percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

If this proposal is acceptable to you, please sign in the space provided and return to our office. Should you have any questions regarding this matter, please contact our office.

Sincerely,

Stantec Consulting Services Inc.

A handwritten signature in blue ink, appearing to read "Rob Engel".

Robert A. Engel, P.E.
District Engineer
Tel: (941) 907-6900
E-Mail: rob.engel@stantec.com

A handwritten signature in blue ink, appearing to read "Michael A. Kennedy".

Michael A. Kennedy, P.E.
Executive Vice President
Tel: (941) 907-6900
E-Mail: mike.kennedy@stantec.com

Enclosure: Professional Terms and Conditions
Schedule of Fees

C: Tom Panaseney, Neal Land Partners, LLC



ACCEPTANCE AND AUTHORIZATION TO PROCEED

1. If this Proposal/ Agreement satisfactorily sets forth Client's entire understanding of the agreement, please sign in the space provided and return it to Stantec Consulting Services Inc. as authorization to proceed with the work.
2. I HEREBY AUTHORIZE the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the Master Services Agreement between Fieldstone Community Development District and Stantec Consulting Services Inc. and agree hereto and that it be made a part of the Agreement made between Fieldstone Community Development District and Stantec Consulting Services Inc. for Professional Engineering Services. I warrant and represent that I am authorized to enter into this Agreement on behalf of Fieldstone Community Development District.

Authorized Signature

Title

Representing

Date



SCHEDULE OF FEES

Effective January 1, 2021

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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



Stantec Consulting Services Inc.
 6900 Professional Parkway East
 Sarasota FL 34240-8414
 Tel: (941) 907-6900
 Fax: (941) 907-6910

April 1, 2021

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

215615408

Fieldstone Community Development District
 c/o PFM Group Consulting, LLC
 12051 Corporate Boulevard
 Orlando, FL 32817

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

Reference: **Change Order No. 1 Under Specific Authorization No. 23
 Morgan's Glen Phase 3 – Design and Permitting Project**

Dear Ms. Carvalho:

Due to ongoing project needs and changes proposed by the Client. Stantec is requesting approval to proceed with the following additional professional services as follows:

Existing Task 321 – 3A Construction Phase Services

Due to multiple additional requests for service, layout & grade the model center parking area; detailed grading around entry monuments; fit pod site planning and grading; fit pod permit support through zoning; commercial property drainage revisions through town home site; trail plan adjustments; and Ft Hamer sidewalk connection adjustments to accommodate a mid-block crossing. We are requesting an increase to the T/M* task budget of \$14,000 bringing the new total fee for this task to \$26,000.

Existing Task 322 – 3B Construction Phase Services

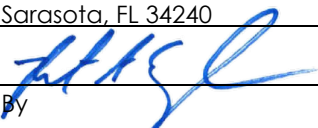
Due to multiple additional requests for service, layout & grade the model center parking area; detailed grading around entry monuments; fit pod site planning and grading; fit pod permit support through zoning; commercial property drainage revisions through town home site; trail plan adjustments; and Ft Hamer sidewalk connection adjustments to accommodate a mid-block crossing. We therefore request an increase to this T/M* task of \$12,000 bringing the new total fee to \$24,000.

S.A. Contract to Date	\$ 193,600
Increase this Change Order	<u>\$ 26,000</u>
New Contract Sum	\$ 219,600

 Stantec Consulting Services Inc.

 6900 Professional Parkway East

 Sarasota, FL 34240

 By 

 Fieldstone Community Development District
 c/o PFM Group Consulting LLC

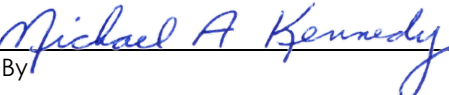
 12051 Corporate Blvd

 Orlando, FL 32817

 By

 April 1, 2021
 Date

 Date

 By 

 April 1, 2021
 Date



SCHEDULE OF FEES

Effective January 1, 2021

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Funding Requests 2021-25 – 2021-27

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Funding Request 2021-25 - 2021-27

FR #	Description	Amount	Total
2021-25	SignProStudios	\$18,072.50	
	Sunrise Landscape	\$120,873.25	
			\$138,945.75
2021-26	Jon M. Hall Company	\$627,778.74	
			\$627,778.74
2021-27	Woodruff & Sons	\$40,761.72	
			\$40,761.72
		Total	\$807,486.21

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-25 (Brightwood Phase 1A1, 1A2)

3/5/2021

Item No.	Payee	Invoice No.	Brightwood Phase 1
1	SignProStudios Letters and Graphics for 3rd, SE Corner Hamer Rd Signs	202-2021	\$ 18,072.50
2	Sunrise Landscape Pay Application 5R for NRR Ph 1 Irrigation & Landscape Through 11/30/2020	--	\$ 120,873.25
TOTAL			\$ 138,945.75

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 11:44 am, Mar 15, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-26 (1C, 1DW)
3/12/2021

Item No.	Payee	Invoice No.	Grand Reserve 1C & 1D West
1	Jon M. Hall Company North River Ranch Ph 1C & 1D West Pay Application No. 2	--	\$ 627,778.74
		TOTAL	\$ 627,778.74

Vanessa 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 9:49 am, Mar 15, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-27 (Ft. Hamer Road Extension Phase 1)

3/12/2021

Item No.	Payee	Invoice No.	Ft. Hamer
1	Woodruff & Sons Fort Hamer Road Ext Ph 1 Pay App 2677-15 Through 01/31/2021	-	\$ 40,761.72
Subtotal			\$ 40,761.72

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 9:49 am, Mar 15, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations # 19-21

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Payment Authorizations # 19-21

PA #	Description	Amount	Total
19	Cornerstone Solutions Group		
		\$3,000.00	
	Frontier		
		\$207.00	
	Manatee County Utilities Department		
		\$722.50	
	Southern Land Services of Southwest FL		
		\$600.00	
	Vogler Ashton	\$2,269.50	
			\$9,106.81
20	Bradenton Herald		
		\$245.70	
	Clean Swe4ep Parking Lot Maintenance		
		\$150.00	
	Eco-Logic Services		
	February Lake Maintenance Services	\$1,275.00	
	Envera	\$817.82	
	Jan-Pro of Manasota		
		\$895.00	
	Macrolease		
	FitRev Lease	\$695.00	
	S&G Pools	\$900.00	
	Vglobal Tech	\$100.00	

			\$5,078.52
21	Charles Varah		
		\$269.00	
	Daystar Exterior Cleaning		
		\$1,250.00	
	MI-Box Storage		
		\$189.00	
	Neal Land & Neighborhoods		
		\$194.00	
	PFM Group Consulting		
		\$5,916.16	
	Preco		
		\$500.00	
	Southern Land Services of Southwest FL		
		\$4,348.00	
	Supervisor Fees- 03/10/2021 Meeting		
		\$1,000.00	
			\$13,466.16
		Total	\$27,651.49

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 019
2/26/2021

Item No.	Payee	Invoice No.	General Fund
1	Cornerstone Solutions Group		
	Stormwater Inspections - BW Ph 1B, 1C, 1D	10-117934	\$ 1,000.00
	Stormwater Inspections - MG Ph 1, 2, 3	10-117935	\$ 1,000.00
	Stormwater Inspections - Ft. Hamer & Moccasin WW	10-117936	\$ 1,000.00
2	Frontier		
	Internet Service 02/23/2021 - 03/22/2021	--	\$ 207.64
3	Manatee County Utilities Department		
	11510 Little River Way ; Service 01/19/2021 - 02/18/2021	Acct: 312296-162425	\$ 387.26
	8905 Grand River Pkwy ; Service Through 02/23/2021	Acct: 312296-164615	\$ 73.66
	11539 Little River Way ; Service Through 02/23/2021	Acct: 312296-164711	\$ 261.58
4	Peace River Electric Cooperative		
	11510 Little River Way ; Service 01/18/2021 - 02/17/2021	Acct: 168751001	\$ 1,026.07
	Grand River Parkway ; Service 01/18/2021 - 02/17/2021	Acct: 168751003	\$ 659.79
	11539 Little River Way ; Service 01/18/2021 - 02/17/2021	Acct: 168751004	\$ 32.00
	8905 Grand River Parkway ; Service 01/18/2021 - 02/17/2021	Acct: 168751005	\$ 54.85
	Fieldstone CDD ; Service 01/18/2021 - 02/17/2021	Acct: 168751007	\$ 481.37
	8420 Arrow Creek Dr ; Service 02/04/2021 - 02/17/2021	Acct: 168751012	\$ 53.09
5	Southern Land Services of Southwest Florida		
	Street Sweeping & SWPPP Maintenance	21921-40	\$ 600.00
6	Vogler Ashton		
	General Counsel Through 01/31/2021	6591	\$ 2,269.50
TOTAL			\$ 9,106.81

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 9:19 am, Mar 01, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 020
3/5/2021

Item No.	Payee	Invoice No.	General Fund
1	Bradenton Herald		
	Legal Advertising on 02/03/2021	4856070	\$ 141.57
	Legal Advertising on 02/24/2021	4863403	\$ 104.13
2	Clean Sweep Parking Lot Maintenance		
	Power Sweeping on 02/02/2021	44980	\$ 150.00
3	Eco-Logic Services		
	February Lake Maintenance Services	1072	\$ 1,275.00
4	Envera		
	April Video Monitoring & Data Management	700369	\$ 817.82
5	Jan-Pro of Manasota		
	March Monthly Cleaning of Brightwood Pavilion	65143	\$ 895.00
6	Macrolease		
	FitRev Lease	302495	\$ 695.00
7	S&G Pools		
	March Pool Service	3121	\$ 900.00
8	VGlobalTech		
	March Website Maintenance	2470	\$ 100.00
TOTAL			\$ 5,078.52


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 9:34 am, Mar 08, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 021
3/12/2021

Item No.	Payee	Invoice No.	General Fund
1	Charles Varah Reimbursement for CC payment to Solar Vision	--	\$ 269.00
2	Daystar Exterior Cleaning Cleaning Services	12743	\$ 1,250.00
3	MI-Box Storage 1-Month Box Rental	4781	\$ 189.00
4	Neal Land & Neighborhoods Reimbursement for Men's Bathroom Repair	--	\$ 194.00
5	PFM Group Consulting Series 2019A-MG, 2019A Dissemination Services 01/01/2021 - 03/31/2021 DM Fee: March 2021 February Reimbursables	114194 DM-03-2021-0014 OE-EXP-03-17	\$ 2,500.00 \$ 3,333.33 \$ 82.83
6	PRECO Deposit for 8414 Arrow Creek Drive	--	\$ 500.00
7	Southern Land Services of Southwest Florida January Mowing	22621-96	\$ 4,348.00
8	Supervisor Fees - 03/10/2021 Meeting Dale Weidemiller John Blakley Pete Williams Priscilla Heim	-- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
TOTAL			\$ 13,466.16

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 9:49 am, Mar 15, 2021

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

Fieldstone CDD
Series 2019 - Morgan's Glen
Summary of Requisition(s): 74

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
74	Onsight	\$ 9,315.95	Please reference invoice(s) 006-20-283267-1 on the payment.	Onsight Industries, LLC 900 Central Park Drive Sanford, FL 32771-6634
Total		\$ 9,315.95		

Fieldstone CDD
Series 2019 - Morgan's Glen
Summary of Requisition(s): 75-76

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
75	Onsight Industries	\$ 1,765.00	Please reference invoice(s) 006-20-283104-2 on the payment.	Onsight Industries, LLC 900 Central Park Drive Sanford, FL 32771-6634
76	Windward Building Group	\$ 160,678.09	Please include a copy of the pay app(s) (pages 8, 10, 12 & 17 of the .pdf file) with the payment.	Windward Building Group, Inc. 650 2nd Ave South St. Petersburg, FL 33701
Total		\$ 162,443.09		

Fieldstone CDD
 Series 2019 - Morgan's Glen
 Summary of Requisition(s): 77-81

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
77	Booth Design Group	\$ 575.00	Please reference invoice(s) 2640 on the payment.	Booth Design Group 146 Second Street North Suite 302 St. Petersburg, FL 33701
78	Driggers Engineering Services	\$ 9,416.00	Please reference invoice(s) SAL15182 and SAL15186 on the payment.	Driggers Engineering Services PO Box 17839 Clearwater, FL 33762
79	Onsight Industries	\$ 10,310.95	Please reference invoice(s) 006-20-283267-1 & 006-20-283267-2 on the payment.	Onsight Industries, LLC 900 Central Park Drive Sanford, FL 32771-6634
80	PRECO	\$ 10,732.00	Please overnight the payment and reference order number(s) 466 on the payment.	Please overnight the payment to: Peace River Electric Cooperative Attn: Engineering Dept. 14505 Arbor Green Trl. Lakewood Ranch, FL 34202
81	Windward Building Group	\$ 53,479.18	Please include a copy of the pay app(s) (page 31 of the .pdf file) with the payment.	Windward Building Group, Inc. 650 2nd Ave South St. Petersburg, FL 33701
Total		\$ 84,513.13		

Fieldstone CDD
Series 2019 - Morgan's Glen
Summary of Requisition(s): 82-83

<u>Requisition</u>	<u>Vendor</u>	<u>Amount</u>	<u>Special Instructions</u>	<u>Submit Payment</u>
82	Dewberry Engineers	\$ 690.00	Please reference invoice(s) 1937584 on the payment.	Dewberry Engineers PO Box 821824 Philadelphia, PA 19182-1824
83	Ugarte + Associates	\$ 1,000.00	Please reference invoice(s) 2019-53-6-AS on the payment.	Ugarte + Associates 1906 21st St West Palmetto, FL 34221
Total		\$ 1,690.00		

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Fieldstone CDD
Statement of Financial Position
As of 3/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$1,275,532.08				\$1,275,532.08
Assessments Receivable	6,281.46				6,281.46
Prepaid Expenses	337.94				337.94
Deposits	1,800.00				1,800.00
Assessments Receivable		\$24,135.36			24,135.36
Debt Service Reserve (Series 2019)		166,058.44			166,058.44
Debt Service Reserve (Morgan's Glen)		91,058.75			91,058.75
Revenue (Series 2019)		1,004,651.47			1,004,651.47
Revenue (Morgan's Glen)		470,326.59			470,326.59
Interest A1 (Series 2019)		0.10			0.10
Interest A2 (Series 2019)		0.03			0.03
Interest A1 (Morgan's Glen)		0.06			0.06
Prepayment A2 (Series 2019)		1,166,812.85			1,166,812.85
Prepayment A2 (Morgan's Glen)		166,800.12			166,800.12
Accounts Receivable - Due from Developer			\$595,347.58		595,347.58
Acquisition/Construction (Series 2019)			19,952.62		19,952.62
Acquisition/Construction (Morgan's Glen)			1,498,992.46		1,498,992.46
Restricted Acq/Constr (Morgan's Glen)			2.82		2.82
Total Current Assets	\$1,283,951.48	\$3,089,843.77	\$2,114,295.48	\$0.00	\$6,488,090.73
<u>Investments</u>					
Amount Available in Debt Service Funds				\$3,065,708.41	\$3,065,708.41
Amount To Be Provided				19,474,291.59	19,474,291.59
Total Investments	\$0.00	\$0.00	\$0.00	\$22,540,000.00	\$22,540,000.00
Total Assets	\$1,283,951.48	\$3,089,843.77	\$2,114,295.48	\$22,540,000.00	\$29,028,090.73
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$18,281.88				\$18,281.88
Deferred Revenue	6,281.46				6,281.46
Deferred Revenue		\$24,135.36			24,135.36
Accounts Payable			\$1,642,736.66		1,642,736.66
Retainage Payable			860,276.98		860,276.98
Deferred Revenue			595,347.58		595,347.58
Total Current Liabilities	\$24,563.34	\$24,135.36	\$3,098,361.22	\$0.00	\$3,147,059.92
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$22,540,000.00	\$22,540,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$22,540,000.00	\$22,540,000.00
Total Liabilities	\$24,563.34	\$24,135.36	\$3,098,361.22	\$22,540,000.00	\$25,687,059.92
<u>Net Assets</u>					
Net Assets, Unrestricted	\$207,466.74				\$207,466.74
Current Year Net Assets, Unrestricted	838,229.11				838,229.11
Net Assets - General Government	5,970.95				5,970.95
Current Year Net Assets - General Government	207,721.34				207,721.34
Net Assets, Unrestricted		\$676,334.67			676,334.67
Current Year Net Assets, Unrestricted		2,389,373.74			2,389,373.74
Net Assets, Unrestricted			\$4,446,290.88		4,446,290.88
Current Year Net Assets, Unrestricted			(5,430,356.62)		(5,430,356.62)
Total Net Assets	\$1,259,388.14	\$3,065,708.41	(\$984,065.74)	\$0.00	\$3,341,030.81
Total Liabilities and Net Assets	\$1,283,951.48	\$3,089,843.77	\$2,114,295.48	\$22,540,000.00	\$29,028,090.73

Fieldstone CDD
Statement of Activities
As of 3/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
<u>Revenues</u>					
On-Roll Assessments	\$193,098.17				\$193,098.17
Off-Roll Assessments	275,647.22				275,647.22
Other Assessments	3,858.96				3,858.96
Developer Contributions	152.01				152.01
Other Income & Other Financing Sources	0.83				0.83
Inter-Fund Transfers In	838,229.11				838,229.11
On-Roll Assessments		\$741,944.50			741,944.50
Off-Roll Assessments		713,226.19			713,226.19
Other Assessments		2,615,105.77			2,615,105.77
Inter-Fund Group Transfers In		2,875.81			2,875.81
Developer Contributions			\$2,141,437.25		2,141,437.25
Other Income & Other Financing Sources			5,062.50		5,062.50
Inter-Fund Transfers In			(841,104.92)		(841,104.92)
Total Revenues	\$1,310,986.30	\$4,073,152.27	\$1,305,394.83	\$0.00	\$6,689,533.40
<u>Expenses</u>					
Supervisor Fees	\$5,600.00				\$5,600.00
POL Insurance	2,421.00				2,421.00
Trustee Services	11,183.94				11,183.94
District Management	19,999.98				19,999.98
Engineering	20,201.25				20,201.25
Dissemination Agent	5,000.00				5,000.00
District Counsel	8,423.50				8,423.50
Assessment Administration	12,500.00				12,500.00
Audit	1,500.00				1,500.00
Postage & Shipping	430.58				430.58
Legal Advertising	863.46				863.46
Miscellaneous	5,772.09				5,772.09
Property Taxes	47.90				47.90
Web Site Maintenance	900.00				900.00
Dues, Licenses, and Fees	175.00				175.00
Electric	5,739.44				5,739.44
Clubhouse Electric	5,320.29				5,320.29
Water Reclaimed	3,529.67				3,529.67
Stormwater - Repair and Maintenance	3,000.00				3,000.00
Amenity - Cable TV / Internet	1,296.28				1,296.28
Amenity - Landscape Maintenance	13,696.00				13,696.00
Amenity - Irrigation Repairs	2,135.00				2,135.00
Amenity - Pool Maintenance	5,400.00				5,400.00
Amenity - Janitorial	3,259.91				3,259.91
Amenity - Pest Control	3,319.61				3,319.61
Amenity - Equipment Rental	3,544.50				3,544.50
Amenity - Security	5,581.82				5,581.82

Fieldstone CDD
Statement of Activities
As of 3/31/2021

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
Equipment Rental	13,934.00				13,934.00
General Insurance	2,960.00				2,960.00
Property & Casualty Insurance	14,272.00				14,272.00
Irrigation - Repair and Maintenance	160.01				160.01
Lake Maintenance	15,225.00				15,225.00
Landscaping Maintenance & Material	39,711.00				39,711.00
Landscape Improvements	11,025.00				11,025.00
Contingency	250.00				250.00
Equipment Repair & Maintenance	625.00				625.00
Cleaning	15,637.50				15,637.50
Lighting	421.23				421.23
Principal Payment - S19A2		\$715,000.00			715,000.00
Principal Payment - S19A2 Morgan's Glen		345,000.00			345,000.00
Interest Payments - S19A1		253,938.75			253,938.75
Interest Payments - S19A2		96,701.25			96,701.25
Interest Payments - S19A1 Morgan's Glen		137,510.00			137,510.00
Interest Payments - S19A2 Morgan's Glen		135,655.00			135,655.00
Engineering			\$261,421.27		261,421.27
Contingency			6,474,415.89		6,474,415.89
Total Expenses	<u>\$265,061.96</u>	<u>\$1,683,805.00</u>	<u>\$6,735,837.16</u>	<u>\$0.00</u>	<u>\$8,684,704.12</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$26.11				\$26.11
Interest Income		\$26.47			26.47
Interest Income			\$85.71		85.71
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$26.11</u>	<u>\$26.47</u>	<u>\$85.71</u>	<u>\$0.00</u>	<u>\$138.29</u>
Change In Net Assets	\$1,045,950.45	\$2,389,373.74	(\$5,430,356.62)	\$0.00	(\$1,995,032.43)
Net Assets At Beginning Of Year	<u>\$213,437.69</u>	<u>\$676,334.67</u>	<u>\$4,446,290.88</u>	<u>\$0.00</u>	<u>\$5,336,063.24</u>
Net Assets At End Of Year	<u><u>\$1,259,388.14</u></u>	<u><u>\$3,065,708.41</u></u>	<u><u>(\$984,065.74)</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,341,030.81</u></u>

Fieldstone CDD
Budget to Actual
For the Month Ending 03/31/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
On-Roll Assessments	\$ 193,098.17	\$ 285,707.25	\$ (92,609.08)	\$ 571,414.50
Off-Roll Assessments	275,647.22	-	275,647.22	-
Other Assessments	3,858.96	-	3,858.96	-
Developer Contributions	152.01	-	152.01	-
Other Income & Other Financing Sources	0.83	-	0.83	-
Net Revenues	\$ 472,757.19	\$ 285,707.25	\$ 187,049.94	\$ 571,414.50
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 5,600.00	\$ 6,000.00	\$ (400.00)	\$ 12,000.00
POL Insurance	2,421.00	1,268.50	1,152.50	2,537.00
Trustee Services	11,183.94	3,000.00	8,183.94	6,000.00
District Management	19,999.98	20,000.00	(0.02)	40,000.00
Engineering	20,201.25	12,500.00	7,701.25	25,000.00
Dissemination Agent	5,000.00	5,000.00	-	10,000.00
District Counsel	8,423.50	12,500.00	(4,076.50)	25,000.00
Assessment Administration	12,500.00	6,250.00	6,250.00	12,500.00
Reamortization Schedules	-	125.00	(125.00)	250.00
Audit	1,500.00	3,000.00	(1,500.00)	6,000.00
Arbitrage Calculation	-	600.00	(600.00)	1,200.00
Postage & Shipping	430.58	50.00	380.58	100.00
Legal Advertising	863.46	2,500.00	(1,636.54)	5,000.00
Miscellaneous	5,772.09	2,500.00	3,272.09	5,000.00
Property Taxes	47.90	-	47.90	-
Web Site Maintenance	900.00	1,350.00	(450.00)	2,700.00
Dues, Licenses, and Fees	175.00	87.50	87.50	175.00
Activities Director of Fun	-	10,000.00	(10,000.00)	20,000.00
Maintenance Staff	-	4,000.00	(4,000.00)	8,000.00
Mitigation	-	600.00	(600.00)	1,200.00
Stormwater - Repair and Maintenance	-	5,000.00	(5,000.00)	10,000.00
Total General & Administration Expenses	\$ 95,018.70	\$ 96,331.00	\$ (1,312.30)	\$ 192,662.00

Fieldstone CDD
 Budget to Actual
 For the Month Ending 03/31/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Brightwood Pavilion - Amenity</u>				
Clubhouse Electric	\$ 5,320.29	\$ 3,000.00	\$ 2,320.29	\$ 6,000.00
Clubhouse Water	-	180.00	(180.00)	360.00
Amenity - Cable TV / Internet / Wi-Fi	1,296.28	3,300.00	(2,003.72)	6,600.00
Amenity - Landscape Maintenance	13,696.00	5,000.00	8,696.00	10,000.00
Amenity - Irrigation Repairs	2,135.00	-	2,135.00	-
Amenity - Pool Maintenance	5,400.00	5,400.00	-	10,800.00
Amenity - Exterior Cleaning	3,259.91	3,420.00	(160.09)	6,840.00
Amenity - Interior Cleaning	-	2,400.00	(2,400.00)	4,800.00
Amenity - Pest Control	3,319.61	-	3,319.61	-
Amenity - Fitness Equipment Leasing	3,544.50	4,170.00	(625.50)	8,340.00
Amenity - Envera Security - 8 monitored Camaras	5,581.82	4,764.00	817.82	9,528.00
Total Brightwood Pavilion - Amenity Expenses	\$ 43,553.41	\$ 31,634.00	\$ 11,919.41	\$ 63,268.00
<u>Riverfield Verandah - Amenity</u>				
Clubhouse Electric	\$ -	\$ 1,875.00	\$ (1,875.00)	\$ 3,750.00
Clubhouse Water	-	135.00	(135.00)	270.00
Amenity - Cable TV / Internet / Wi-Fi	-	1,500.00	(1,500.00)	3,000.00
Amenity - Landscape Maintenance	-	2,250.00	(2,250.00)	4,500.00
Amenity - Pool Maintenance	-	3,240.00	(3,240.00)	6,480.00
Amenity - Exterior Cleaning	-	2,250.00	(2,250.00)	4,500.00
Amenity - Interior Cleaning	-	1,777.50	(1,777.50)	3,555.00
Amenity - Envera Security - 8 monitored Camaras	-	2,679.75	(2,679.75)	5,359.50
Total Riverfield Verandah - Amenity Expenses	\$ -	\$ 15,707.25	\$ (15,707.25)	\$ 31,414.50

Fieldstone CDD
 Budget to Actual
 For the Month Ending 03/31/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Field Expenses</u>				
Electric	\$ 5,739.44	\$ 6,000.00	\$ (260.56)	\$ 12,000.00
Stormwater - Repair & Maintenance	3,000.00	-	3,000.00	-
Equipment Rental	13,934.00	5,000.00	8,934.00	10,000.00
General Insurance	2,960.00	1,409.50	1,550.50	2,819.00
Property & Casualty Insurance	14,272.00	3,625.50	10,646.50	7,251.00
Water Reclaimed	3,529.67	7,500.00	(3,970.33)	15,000.00
Irrigation - Repair and Maintenance	160.01	2,500.00	(2,339.99)	5,000.00
Lake Maintenance	15,225.00	12,500.00	2,725.00	25,000.00
Landscaping Maintenance & Material	39,711.00	75,000.00	(35,289.00)	150,000.00
Landscape Improvements	11,025.00	5,000.00	6,025.00	10,000.00
Contingency	250.00	-	250.00	-
Equipment Repair & Maintenance	625.00	2,500.00	(1,875.00)	5,000.00
Street Sweeping	15,637.50	2,500.00	13,137.50	5,000.00
Lighting	421.23	1,000.00	(578.77)	2,000.00
Streetlights - Leasing	-	17,500.00	(17,500.00)	35,000.00
Total Field Expenses	\$ 126,489.85	\$ 142,035.00	\$ (15,545.15)	\$ 284,070.00
Total Expenses	\$ 265,061.96	\$ 285,707.25	\$ (20,645.29)	\$ 571,414.50
Income (Loss) from Operations	\$ 207,695.23	\$ -	\$ 207,695.23	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 26.11	\$ -	\$ 26.11	\$ -
Total Other Income (Expense)	\$ 26.11	\$ -	\$ 26.11	\$ -
Net Income (Loss)	\$ 207,721.34	\$ -	\$ 207,721.34	\$ -