

North River Ranch Community Development District

12051 Corporate Blvd., Orlando, FL 32817

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

www.northriverranchcdd.com

The following is the agenda for the Board of Supervisors Meeting for the North River Ranch Community Development District, scheduled to be held **Wednesday, October 14, 2020 1:30 p.m. via conference call due to the COVID-19 Executive Order 20-246. Attached to this Agenda is a copy of the Executive Order 20-246. The following is the proposed agenda for this meeting**

Call in number: 1-844-621-3956 (New)

Passcode: 790 562 990 # (New)

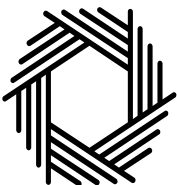
BOARD OF SUPERVISORS' MEETING AGENDA

Administrative Matters

- Roll Call to Confirm Quorum
 - Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
1. Discussion regarding Executive Orders 20-246

Business Matters

2. Consideration of the Minutes of the September 9, 2020 Board of Supervisors' Meeting
3. Discussion Regarding Material on the District Website
4. Consideration of Resolution 2021-01, Authorizing Disbursements of Funds
5. Consideration of the Supplemental Engineer's Report [under separate cover]
6. Consideration of the Supplemental Assessment Methodology Report [under separate cover]
7. Consideration of the Lands Legal Description [under separate cover]
8. Consideration of Resolution 2021-02, Bond Delegation Award Resolution [under separate cover]
 - Exhibit A: Form of Supplemental Trust Indenture
 - 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
9. Review & Consideration of the GeoPoint Proposal for Fort Hamer 1st Extension
10. Review & Consideration of Grau & Associates Engagement Letter for Auditing Services
11. Review & Consideration of LRK Architects, Designers and Planners Proposal
12. Ratification of Funding Requests 2020-40 – 2020-44
13. Review of District Financial Statements [under separate cover]



pfm

Other Business

Staff Reports

District Counsel
District Engineer
District Manager

Supervisor Requests and Audience Comments

Adjournment



pfm

**North River Ranch
Community Development District**

Discussion regarding Executive Orders
20-246

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-246

(Emergency Management – COVID 19 – Local Government Public Meetings)

WHEREAS, Executive Order 20-69, as extended by Executive Orders 20-112, 20-123, 20-139, 20-150 and amended by Executive Orders 20-179 and 20-193, expires on October 1, 2020, unless extended.

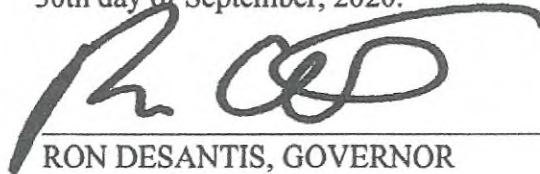
NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby extend Executive Order 20-69, as extended by Executive Orders 20-112, 20-123, 20-139, 20-150 and amended by Executive Orders 20-179 and 20-193, subject to the condition of Section 2 below, until 12:01 a.m. November 1, 2020. This order supersedes Section 4 of Executive Order 20-69.

Section 2. This order shall not apply to election canvassing boards.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 30th day of September, 2020.


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

OFFICE OF THE GOVERNOR
TALLAHASSEE, FLORIDA

2020 SEP 30 PM 4:50

FILED

**North River Ranch
Community Development District**

Consideration of the Minutes of the
September 9, 2020 Board of Supervisors'
Meeting

MINUTES OF MEETING

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

Wednesday, September 9, 2020 at 1:30 p.m.

via conference call due to the COVID-19 Executive Order 20-193

Board Members present via phone or in person:

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

Also present via phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC (via phone)	
Venessa Ripoll	Assistant District Manger- PFM Group Consulting, LLC (via phone)	
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Christopher Fisher	District Engineer-Clearview Land Design, P.L.	(via phone)
Tom Panaseney	Neal Communities	(via phone)
Jim Schier	Neal Communities	(via phone)
Mark Roscoe	Neal Communities	(via phone)
Pam Curran	Neal Communities	(via phone)
John Leinaweaver	Neal Communities	(via phone)

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

Ms. Carvalho called to order at 1:54 pm the meeting of the Board of Supervisors of the North River Ranch Community Development District and proceeded with roll call. The persons in attendance are outlined above either in person or via speaker phone.

Public Comment Period

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

**Discussion regarding Executive
Order 20-193**

A discussion took place regarding Executive Order 20-193. The Executive Order has been extended October 1, 2020. District Management will keep everyone informed if the Executive Order is lifted or extended beyond October.

SECOND ORDER OF BUSINESS

General Business Matters

Consideration of the Minutes of the August 12, 2020 Board of Supervisors' Meeting

The Board reviewed the Minutes of the August 12, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Minutes of the August 12, 2020 Board of Supervisors' Meeting.

Review & Consideration of GeoPoint Proposal for Phase 3A and 3B

The District Engineer reviewed the GeoPoint Proposal. This is the boundary that is required to prepare the final plat for the two phases in the amount of \$3,000.00.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the GeoPoint Proposal for Phase 3A and 3B in the amount of \$3,000.00

Review & Consideration of the Elm Proposal for Professional Design Services

Mr. Panaseny requested the Board table this proposal as the Developer is actively seeking other proposals for Architectural Services for the New Amenity Center in North River Ranch

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board tabled the Review & Consideration of the Elm Proposal for Professional Design Services.

Ratification of Funding Requests 2020-34 – 2020-39

Ms. Carvalho presented Funding Requests 2020-34 – 2020-39

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board ratified Funding Requests 2020-34– 2020-39.

Review of District Financial Statements.

The Board reviewed the District's Financial Statements through August 31, 2020.

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

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Mr. Vogler reported a Bond Validation Hearing took place which was conducted via teleconference. Following the hearing the Judge entered a final judgement validating \$195,000.000 of Bonds for the District.

Mr. Panaseny asked Mr. Vogler to send everyone a copy of validation of the final judgment. Mr. Vogler will be sending it accordingly. He noted the judgement will not become final for 30 days and the District could proceed to the Bond closing whenever they are ready.

District Engineer – Mr. Fisher did not have a report opened the floor for questions. Mr. Panaseny noted this District has not gotten requests for qualifications from General Site Contractors. The District would like to do a qualification process. Mr. Fisher stated on Tuesday there were emails going back and forth to get that started. Mr. Williams stated the Board should approve the qualification submittals and what Mr. Panaseny sends out. Ms. Carvalho requested a motion from the Board to approve to proceed with proper advertisement and documents for obtaining prequalified Site Contractors for the District.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved proceeding with proper advertisement and documents for obtaining prequalified Site Contractors for the District pending review by District Counsel and District Engineer for proper form.

District Manager – Ms. Carvalho noted the next Board of Supervisors' Meeting is scheduled for October 14, 2020.

**Audience Comments and
Supervisor Requests**

There were no Supervisor requests or audience comments.

FOURTH ORDER OF BUSINESS

Adjournment

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

ON MOTION by Mr. Blakley, seconded by Mr. Williams, with all in favor, the Board adjourned the September 9, 2020 Board of Supervisor's Meeting for the North River Ranch Community Development District at 2:03 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**North River Ranch
Community Development District**

Discussion Regarding Material on the
District Website

**North River Ranch
Community Development District**

Consideration of Resolution 2021-01,
Authorizing Disbursements of Funds

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors ("**Board**") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

1. CONTINUING EXPENSES. The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

- a) The invoices must be due on or before the next scheduled meeting of the Board.
- b) The invoice must be pursuant to a contract or agreement authorized by the Board.
- c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
- d) The invoice amount will not cause payments to exceed the adopted budget of the District.

2. NON-CONTINUING EXPENSES. The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets,

or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

- a) Non-Continuing Expenses Not Exceeding \$5,000 - with approval of the District Manager; and
- b) Non-Continuing Expenses Exceeding \$5,000 - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson's absence).

3. BOARD RATIFICATION. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2020.

ATTEST:

**NORTH RIVER RANCH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chairperson

**North River Ranch
Community Development District**

Consideration of the Supplemental
Engineer's Report [under separate cover]

**North River Ranch
Community Development District**

Consideration of the Supplemental
Assessment Methodology Report
[under separate cover]

**North River Ranch
Community Development District**

Consideration of the Lands Legal
Description [under separate cover]

**North River Ranch
Community Development District**

Consideration of Resolution 2021-02, Bond
Delegation Award Resolution
[under separate cover]

**North River Ranch
Community Development District**

Review & Consideration of the GeoPoint
Proposal for Fort Hamer 1st Extension

**ADDENDUM TO AGREEMENT BETWEEN
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

This Addendum to Agreement Between North River Ranch Community Development District and Contractor, (the "Addendum"), is made and entered into as of the 24th day of September, 2020, by and between the **North River Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and GEOPPOINT Surveying, INC (hereinafter, the "Contractor").

WITNESSETH

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

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

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

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

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

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

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

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

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement; and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at

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:

North River Ranch Community Development District

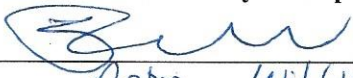
By: 
Name: Pete Williams
Chairperson/Vice Chairperson of the Board of Supervisors

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.



PROPOSAL/AUTHORIZATION FOR WORK

To: North River Ranch CDD
5824 Lakewood Ranch Boulevard
Sarasota, Florida 34240

Date: September 24th, 2020
September 11th, 2020

Attn: Tom Panaseny

Re: North River Ranch, Fort Hamer 1st Extension

We hereby propose to do the following work:

Task	Description:	Lump Sum
1	Stake 9 Soil Borings.	\$1,000

All work herein is subject to the conditions described in Exhibit "A" attached herewith and made a part of this "Authorization for Work". This proposal is valid for 30 days from today, September 11th, 2020

Sincerely,

GeoPoint Surveying, Inc.

Accepted By: North River Ranch
CDD

By: 
(Authorized Signature)

By: 
(Authorized Signature)

Charles M. Arnett, P.S.M.
Project Manger
(Print Name and Title)

Date: 9/24/2020

Pete Williams Chairman
(Print Name and Title)

File Name: J:\North River Ranch\Contracts\North River\Fort Hamer 1st Extension REV stake 9 borings ea.CMA
09.24.2020

**North River Ranch
Community Development District**

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



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

September 3, 2020

To Board of Supervisors
North River Ranch Community Development District
12051 Corporate Blvd.
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide North River Ranch Community Development District, Manatee County, Florida ("the District") for the fiscal year ended September 30, 2020, with an option for one one-year renewal. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of North River Ranch Community Development District as of and for the fiscal year ended September 30, 2020, with an option for one one-year renewal. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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

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

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

Audit Objectives

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

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

Examination Objective

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

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

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

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JENNIFER WALDEN, C/O PFM GROUP CONSULTING, LLC., 12051 CORPORATE BLVD., ORLANDO, FL 32817, 407-382-3256, waldenj@pfm.com.

This agreement provides for a contract period of one (1) year with the option of one (1) additional, one-year renewal upon the written consent of both parties. Our fee for these services will not exceed \$3,300 for the September 30, 2020 audit. The fee for fiscal year 2021 will not exceed \$3,400 unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

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

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

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

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

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

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

Very truly yours,

Grau & Associates



Antonio J. Grau

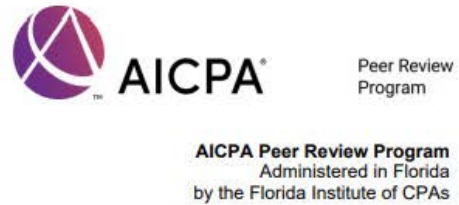
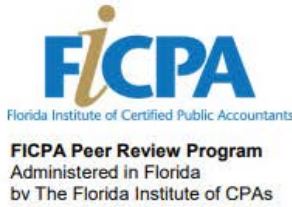
RESPONSE:

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

By: _____

Title: _____

Date: _____



February 20, 2020

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

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

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

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

**North River Ranch
Community Development District**

Review & Consideration of LRK Architects,
Designers and Planners Proposal

**ADDENDUM TO AGREEMENT BETWEEN
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

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

WITNESSETH

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

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

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

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

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

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

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

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

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement;

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

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

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

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

9. The parties agree that the Agreement shall be controlled and governed by the laws of the State of Florida, with venue situate in Manatee County, Florida.

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

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

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

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

Contractor:

By: _____
Name: _____
Title: _____

District:
North River Ranch 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_____



Architects | Designers | Planners

AA 26002089
671 Front St., Suite 220
Celebration, FL 34747
407.566.2575

October 1, 2020

North River Ranch CDD
Mr. Tom Panaseny
VP Land Development
5824 Lakewood Ranch Blvd.
Sarasota, FL 34240

Re: North River Ranch Amenity

Dear Tom:

Pursuant to your request, please find below our Proposal for Architectural Services for North River Ranch Amenity Site and Buildings as submitted by **LRK** Inc. (herein after referred to as the Architect), to North River Ranch CDD, (herein after referred to as the Client).

PROJECT SUMMARY

Based on preliminary conversations between the Client and LRK, the North River Ranch Amenity will serve up to 1,800 residents and will include but not be limited to the services and functions as noted below. It is understood that a visioning and programing component is included in the scope of services and will ultimately define the buildings size and functions. In addition, it is understood that a campus concept is preferred with multiple buildings. This proposal assumes a total square footage in the range of 6000 to 8000 square feet in two to three buildings. An outline program has been provided by the client.

SCOPE OF SERVICES PROVIDED BY CLIENT

The services of the following consultants are not provided as a part of this fee proposal but are assumed to be retained by the Client and assumed to be available to the Architect during the design and construction of the Project.

Civil Engineering

It is anticipated that a Civil Engineer/Landscape Architect will design and engineer all site components of the Project, including grading, site features, parking, streets, and site utilities, up to five feet outside of the face of the building.



Landscape Architect

As part of the scope LRK will collaborate with the landscape Architect on the overall master plan of the amenity area and site. However, the landscape Architect will ultimately be responsible to provide all design and documentation of the amenity site including building locations, hardscape, pools activities area etc.

Interior Design & FFE Selection

(Provide to Client by LRK under a separate proposal)

LRK will provide to the Owner a separate proposal that includes full scope Interiors – finish selections, interior design of specialty millwork and FFE Selections for the Project.

Environmental Graphics

(Provide to Client by LRK under a separate proposal)

LRK will provide to the Owner a separate proposal that can include full scope Environmental Graphic Design for the Project.

ARCHITECT'S CONSULTANTS

Structural Engineer

Structural engineering shall be provided to design and provide working drawings/permit ready documents for the structural design of the project.

MEP Engineering

Electrical, mechanical (HVAC & Plumbing) Engineering shall be provided to design and provide working drawings and permit ready documents for the project.

Kitchen Consultant

Not included in this scope. But may be needed depending on the complexities of the café and menu services. LRK will provide and retain the consultant as an additional service if required.

ARCHITECT'S BASIC SERVICES

Schematic Design Phase

LRK will utilize the Clients initial program and all site data provided to create schematic designs for the amenity building. The process of developing the Schematic Design will include:



1. **Development of your vision and program objectives:** LRK will work with the client and its consultant team in defining and establishing the projects program for the site and buildings. LRK shall attend up to two workshops virtual or in person. The intent of these workshops will be to gain consensus on the site program and building program as well as the architectural character and spirit of the place. We will work with you to define the size, target construction budget, desired plan program, functions, areas, rooms, etc. LRK will provide benchmarking images and other visual architectural inspirational images to be utilized in the discussion and subsequent direction for the project. It is understood that the client's additional consultants will provide imagery for their respective areas of expertise. LRK shall prepare at the end of the workshop a 11 x 17 deliverable documenting the conclusions from the workshop. It is recommended that the full client team be present for the workshop and "drawing time" allocated for overall site master planning. It is assumed once the workshop is complete the landscape architect will develop further the master plan prior to the building schematic designs commencing.
2. **Codes, Zoning, and Development Requirements:** The review of applicable regulatory requirements will enable us to work within the building code and zoning requirements. It is the Client's responsibility to provide us with complete data and information regarding local requirements, subdivision/development Covenant, Conditions and Restrictions (CC&R's), and any public or private design review approval processes and requirements.
3. **Site/Lot Data:** It is the Client's responsibility to provide us with complete developmental plans/final recorded version, which clearly indicates lots, boundary, lot lines, rights-of-way, curb/sidewalk locations, easements, setbacks, location of utility services/devices on or adjacent to the identified site/lots, certified flood boundary lines and other existing or proposed improvements such as street trees, light posts, fences or other encroachments. The Client will also provide site specific Geotechnical Engineering Report.
4. **Schematic Design:** After review and approval of the workshop programming exercise and any master planning work provided by the Landscape Architect, we will begin the schematic design. We will present hand drawn, to scale, schematic floor plan(s) with site plan and front or primary elevation(s) for your review and comment.

Upon your review and feedback of the initial schematic design submittal, we will refine and provide a final Schematic Design package. Up to three meetings including the program/ master planning workshop is included in this phase.

Design Development Phase

Based on the approved Schematic Design package, LRK will proceed with the Design Development phase and will provide the following:

1. A Design Development Workshop/Kick-off Meeting/Conference Call is proposed to address the following:
 - Introduction of all Project Consultants to the Project



- Review Project Schedule
 - Refining building plan concepts
 - Refining building elevations
2. Design Development Package will include:
- A reference site plan with project data, based on the CADD site plan provided by Client's civil engineer.
 - Building plans illustrating each floor level, including roof plan.
 - Enlarged floor plans, if needed, for specific programmed areas such as bathroom, and amenity spaces.
 - All major exterior building elevations.
 - Enlarged partial building elevations with representative wall sections and details.
 - Finalized building code diagrams

One round of revisions is included in this scope of services.

Actual fee proposals are not included at this time for structural, mechanical, electrical and plumbing consultants. It is intended that prior to design development commencing LRK shall solicit proposals for the clients review in selecting these consultants.

Construction Documents Phase

Based on the approved Design Development Package, LRK shall prepare drawings setting forth in detail the requirements for the construction of the building. In addition, the Architect shall provide the following:

1. A (1) one-time team meeting/conference call, is included in the Construction Development Phase as Basic Services.
2. Bi-Weekly teleconference calls are included in the Construction Document Phase as Basic Services.
3. A 90% set will be issued to the Client and project team for review and approval, before issuing final electronic base plans to the project team. One (1) revision to incorporate Client comments is included as Basic Services.
4. Based upon final comments, revisions, and coordination of the 90% set, a "Permit Submission Set" for the Project will be issued to the Client for the Contractor's use in submitting for building permits. Services to coordinate the printing of the "Permit Submission Set" are included in Basic Services. Services to file the permit submission are not included in Basic Services, as this is assumed to be submitted by the General Contractor.

Construction Phase Services

Upon Client request, LRK will provide limited Construction Phase services to address any clarifications or requests for information during the construction. We recommend this to be an hourly expense based on the requests and would be in addition to the fees noted within. Any estimated fee shall be established based on number of months of construction as well as client's requirements for pay apps and services and site visits requested.



SCHEDULE

The following schedule for the Scope of Services is provided as a general guideline and can be adjusted depending upon several factors including your desires, how quickly we can achieve an approved schematic design, and timely receipt of your feedback and comments. Weeks shown are estimated based upon a "smooth" and continual design, documentation, and review process. We are also willing to adjust our schedules and work to comply with any reasonable deadline or specific date requests, if made known to us in a timely fashion.

Schematic Design Phase: We are prepared to begin work immediately upon receipt of the signed contract and any required Client provided data or information. This design phase normally requires two to four weeks.

Design Development Phase: After obtaining your approval of the preliminary design, we will begin the Design Development phase of the project. We estimate this phase will require four to six weeks. To complete.

Construction Document Phase: After obtaining your approval to proceed, we will begin the Construction Document phase of the project. This phase normally requires four to six weeks to complete.



COMPENSATION AND PAYMENT

The following fee is based on the Schematic Design, Design Development, and Construction Documents of the scope of services noted above:

Architecture:

Schematic Design	\$18,500.00
(Vision/Design Workshop)	\$5,000.00
Design Development	\$26,500.00
Construction Documentation	\$30,000.00
Total Architectural Fee:	\$80,000.00

Specifications Manual, furniture or fixture selections, finish material selections, and interior trim details are not included in this scope of work but will be provided once the design is complete. Construction Phase Services are not included in the fee above but would be provided hourly with a not to exceed amount.

Structural Engineering:

Design development	TBD
Construction Documentation	TBD
Total Engineering Fee:	TBD (Est. \$10,000.00 to \$15,000.00)

MEP Engineering:

Design Development	TBD
Construction Documentation	TBD
Total Engineering Fee:	TBD (Estimate \$17,000.00 – \$22,000.00)

Fire Protection and Site Lighting are not included in this Scope but can be provided upon request for an additional fee.



Hourly Rate Schedule:

The LRK Inc 2020 Hourly Rate Schedule is:

Principal	\$240 - \$295
Senior Associate	\$155 - \$225
Project Manager	\$125 - \$185
Design Staff	\$ 85 - \$200
Administrative	\$ 50

The hourly rates set forth herein are annual rates and shall remain valid until December 31, 2020.

ADDITIONAL SERVICES

Additional Services are beyond the Basic Scope of Services as noted above and would require your approval prior to beginning such work. Additional Services may include:

- Additional design, work, schemes, or documentation as directed by the Client beyond that which is noted in this Proposal at any point during the Project.
- Interior design such as specific design, selection or review of specific finish materials, colors, fabrications, hardware, furnishings, built-ins, etc.
- Artist rendering, digital 3-D model, or finish-level architectural scale model.
- Research and cost-and-benefit analysis of various materials and systems, which the client may desire to investigate.

Additional Services will be billed based on current hourly rates or negotiated fixed fee if the actual scope of work has been defined and agreed upon.



The following is a list of the Attachment attached to this Agreement that is incorporated and made a part of this Agreement.

- Attachment A: Terms and Conditions
- North River Ranch Master Amenity Area Program

FORM OF AGREEMENT

This Letter of Agreement represents the entire understanding between North River Ranch CDD and LRK Inc. with respect to Services outlined above; this Agreement supersedes any prior Agreements between the parties, written or oral, and may be modified only by written Agreement signed by both parties.

If this satisfactorily sets forth your understanding of the arrangement between us, please sign this Agreement and Attachment A in the spaces provided and return them to me for execution by LRK. A fully executed copy will be returned to you for your records.

Sincerely,

Mark Jones

LRK

Accepted For:

North River Ranch CDD

By: _____

Date: _____

Accepted For:

LRK Inc.

By: _____

Date: _____

Enclosures: Attachment A – Terms and Conditions

ATTACHMENT A
Terms and Conditions of Agreement

1. Authorization to Proceed and Standard of Care: Execution of this agreement by Client will be authorization of LRK Inc., hereinafter referred to as "Architect", to proceed with the work, unless otherwise provided for in this agreement. Architect shall exercise that degree of care, skill and diligence in rendering all of its services under this Agreement in accordance with that prevailing among architectural firms when performing services for projects similar to the Project in the jurisdiction where the Project is located (the "Professional Standard"). The Architect makes no warranty in this Agreement, express or implied, other than to comply with the Professional Standard in providing services Pursuant to this Agreement.

2. Payment to Architect: Architect will bill monthly for fees and reimbursable expenses. Payment is due upon receipt. Outstanding balances of 30 days or more will accrue interest at 1.0% per month (12% per annum). If full or satisfactory payment is not made within 30 days from the date of the invoice, work on this Project may be stopped at the discretion of Architect without any penalty from the Client. If legal action is required in order to collect moneys due to Architect, the Client shall be liable for any attorneys' fees and costs incurred in such action in addition to the fees and termination expenses. Said legal action shall take place in the place of Architect's principle place of business which shall also determine applicable law. Terms regarding the entitlement success and value added portion of Architect's fee, when applicable, shall survive the termination of this agreement.

3. Reimbursable Expenses: Reimbursable expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's Consultants directly related to the Project, including, but not limited to: (1) transportation in connection with the project, authorized out-of-town travel and subsistence, electronic communications, reproductions, plots, postage, handling, delivery of instruments of service to the extent not included in Basic Services, renderings, models and mock ups requested by the Client; (2) Client approved project specific insurance or the expense of additional insurance coverage or limits requested by the Client in excess of that normally carried by the Architect and Architect's Consultants. In addition to the direct costs, 10% will be added for cost of funds, handling and overhead (multiple for reimbursable expenses: 1.1).

4. Architects' Consultants: For changes in the services and/or additional services of Architect's Consultants, compensation shall be computed as a multiple of 1.10 times the amounts billed to the Architect for such services.

5. Instruments of Service: Designs, architectural works, technical drawings, specifications and all other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this project. The Architect and the Architect's consultants shall be deemed the authors and Clients of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

Architect grants to the Client a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing and maintaining the Project, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Architect shall obtain similar nonexclusive licenses from the Architect's Consultants consistent with this Agreement. Any termination of this agreement prior to completion of the Project shall terminate this license and Client shall refrain from making additional reproductions of the documents and shall return to Architect all originals and reproductions of the documents in Client's possession and control. Except for the licenses granted herein, no other license or right shall be deemed granted or implied under this Agreement. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of Architect. However, the Client shall be permitted to authorize the Contractor, subcontractors, sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the documents appropriate to and for use in their execution of the Work by license granted above. The Architect's designs, architectural works, technical drawings, specifications or other documents shall not be used by the Client or Client's agents on other projects, for additions to this Project, or for the completion of this Project by others, except by agreement in writing and with appropriate compensation to the Architect. Any unauthorized use of the documents shall be at the Client's sole risk and without liability to Architect or its consultants.

Prior to the exchange of electronic information between the parties, the Client and the Architect shall by separate agreement set forth the specific conditions governing the exchange and format of such electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

6. Suspension of Services: In the event of a suspension of services caused by the Client, the Architect shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services including entitlement success and value added fees, when applicable. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

7. Termination: Either party may terminate this agreement without cause upon 30 days written notice to the other party. Additionally, if the Client does not make timely payments to the Architect or otherwise perform in accordance with this Agreement, such failure shall be considered cause for termination or, at the Architect's option,

cause for suspension of performance of services under this Agreement. In the event of termination of the Agreement, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. Terms regarding the entitlement success and value added portion of Architect's fee, when applicable, shall survive the termination of this agreement.

8. Dispute Resolution: The Client and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. Mediation shall be a condition precedent to arbitration, legal or equitable proceedings.

9. Limitation of Liability: In order for the Client to receive the benefits of a fee which includes a lesser allowance for risk funding, Client agrees to limit Architect's liability for any cause or combination of causes arising from Architect's or Architect's Consultants' professional acts, errors or omissions, such that the total aggregate liability of Architect shall not exceed Architect's fee for the services rendered on this project, not including reimbursable expenses, Architect's Consultants' fees or value added and entitlement success fees where applicable. Client further agrees that no shareholder, officer, director, partner, principal or employee of Architect shall have personal liability under any provisions of this agreement or for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitation of liabilities and the indemnification provisions contained herein will survive the termination of this agreement.

10. Waiver of Consequential Damages: A breach of this agreement may cause both parties to experience damages that are indirectly related to the breach or that were not foreseeable by either party at the time this agreement was entered into. Such damages are called consequential damages and may include, but are not limited to, loss of use and loss of profit. Neither party shall be liable to the other for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault.

11. Interpretation, Titles and Survival: The paragraph titles used in this agreement and these Terms and Conditions of Agreement are for general reference only and are not part of the Agreement between the parties.

This agreement shall be governed by the law of Tennessee.

As used herein, the term "Architect" includes or refers to interior designer when applicable. The term "Architect's Consultant" refers to those consultants that contract directly with Architect.

12. No Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Architect and there are no third party beneficiaries to this Agreement.

13. Construction Administration: Architect shall perform Construction Administration as set forth in the basic scope of services or as set forth in additional service agreements. Construction Administration is defined as the process in which the Architect 1) becomes generally familiar with and keeps the Client informed about the progress and quality of the portion of construction completed ("work"), 2) endeavors to guard the Client against defects and deficiencies in the work, and 3) determines in general if the work is being performed in a manner indicating that the work, when fully completed, will be in substantial accordance with the Contract Documents. However, Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Architect shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. Architect shall not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the contract documents.

Client: _____ Date: _____

Architect: _____ Date: _____

**North River Ranch
Community Development District**

Ratification of Funding Requests 2020-40 –
2020-44

NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT

Funding Request 2020-40 - 2020-44

FR #	Description	Amount	Total
2020-40	Amerritt	\$975.00	
	Amerritt	\$4,200.00	
	Booth Design Group	\$7,413.50	
	Deluxe	\$170.08	
			\$12,758.58
2020-41	Ardurra Group	\$4,581.25	
	GeoPoint Surveying	\$3,500.00	
	Stantec Consulting Services	\$2,220.00	
			\$10,301.25
2020-42	Amerritt	\$2,025.00	
	Egis Insurance & Risk Advisors	\$5,381.00	
	VGlobal Tech	\$125.00	
	Vogler Ashton- General Ledger	\$1,394.00	
	Vogler Ashton- Bond Validation	\$3,947.00	
			\$12,872.00
2020-43	Avid Trails	\$16,000.00	
	Bradenton Herald	\$119.34	
	Clearview Land Design- Services Through 9/11	\$1,290.00	
	Clearview Land Design- Reimbursables Through	\$223.55	
	Clearview Land Design- Phases 3A & 3B	\$15,898.00	
	Army Corps Permitting Assistance	\$1,750.00	
	PFM Group Consulting		
	DM Fee September	\$1,666.63	
	Postage July 2020	\$4.50	
	Postage August 2020	\$11.00	
	Supervisor Fees 9/9/2020 Meeting		
	Dale Weidemiller	\$200.00	
	Priscilla Heim	\$200.00	
	Pete Williams	\$200.00	
	John Blakley	\$200.00	
			\$37,763.02
2020-44	Driggers Engineering Services		

	GeoTechnical Through 4/30/2020	\$21,186.00	
	GeoTechnical Services Through 5/20/2020	\$2,880.00	
			\$24,066.00

North River Ranch Community Development District

Funding Request 2020-40

8/28/2020

Item No.	Payee	Invoice #	General Fund	Construction Fund
1	AMerritt Compute Subdivision Layout for Design	20-178		\$ 975.00
		20-212		\$ 4,200.00
2	Booth Design Group Phases 3A-3B Services	2445		\$ 7,413.50
3	Deluxe Check Order	2047922395	\$ 170.08	
			\$ 170.08	\$ 12,588.50
TOTAL			\$12,758.58	

Vivian Carvalho

Secretary/Assistant Secretary

Chairman

Return to:
North River Ranch CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 10:12 am, Aug 31, 2020

Amanda Lane

From: Kris Watts <kwatts@nealcommunities.com>
Sent: Tuesday, August 25, 2020 10:56 AM
To: Amanda Lane; 'artm@amerrittinc.com'
Subject: AMerritt, Inc. Invoices/Contract
Attachments: SKM_C55820082510360.pdf; Amerritt, Inc with Addendum.pdf

EXTERNAL EMAIL: Use care with links and attachments.

Hi Amanda,

I'm forwarding two invoices from AMerritt, Inc. for work performed on the attached contract. I originally thought these bills should be paid by Neal as Neal Land Ventures was listed on the Invoices. However, upon receiving a copy of the related contract, I see it is with North River Ranch CDD.

Thanks and have a terrific day!

Kris

From: copier@nealcommunities.com <copier@nealcommunities.com>
Sent: Tuesday, August 25, 2020 11:37 AM
To: Kris Watts <kwatts@nealcommunities.com>
Subject: [EXT] Message from KM_C558

Kris Watts
Senior Accountant

941-328-1042 Ofc
941-328-1049 Fax
5800 Lakewood Ranch Blvd
Sarasota, FL 34240
kwatts@nealcommunities.com
NealCommunities.com
CBC 1256375

NEALCOMMUNITIES
Where You Live Matters

Confidentiality Notice - This message is being sent by or on behalf of Neal Communities. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or

AMERRITT, INC.

LAND SURVEYING & MAPPING
 3010 W. Azele Street, Suite 150
 Tampa, FL 33609

Bus. Phone: 813-221-5200

Contract Invoice

Date	Invoice #
6/30/2020	20-178

Bill To
Nealland Ventures Tom Panaseny 5800 Lakewood Ranch Blvd. Sarasota, Florida 34240

Project Description

North River Ranch
 Misc. Services No.2

RECEIVED
 By Amanda Lane at 10:59 am, Aug 25, 2020

Project
AMI-NLV-NRR-0...

Item	Description	Amount
Subdivision Layout	Compute Subdivision Layout for Design Contract Amount = Hourly (Not to exceed \$ 20,000.00 without prior client authorization) Contract Amount = \$ 20,000.00 This Invoice - \$ 975.00 (5 Billed) Remaining Contract Balance = \$ 19,025.00	975.00
Total		\$975.00

→ **AMERRITT, INC.**
 LAND SURVEYING & MAPPING
 3010 W. Azele Street, Suite 150
 Tampa, FL 33609
 Bus. Phone: 813-221-5200

Contract Invoice

Date	Invoice #
7/31/2020	20-212

Bill To
Nealland Ventures Tom Panaseny 5800 Lakewood Ranch Blvd. Sarasota, Florida 34240

Project Description

North River Ranch
 Misc. Services No.2

RECEIVED
 By Amanda Lane at 10:59 am, Aug 25, 2020

Project
AMI-NLV-NRR-0...

Item	Description	Amount
Subdivision Layout	Compute Subdivision Layout to accommodate various options of the 30 Acre School Site. 07/15/2020 Art Merritt 4.0 Hours x \$ 150.00/hr. = \$ 600.00 07/16/2020 Art Merritt 4.0 Hours x \$ 150.00/hr. = \$ 600.00 07/17/2020 Art Merritt 3.0 Hours x \$ 150.00/hr. = \$ 450.00 07/18/2020 Art Merritt 2.0 Hours x \$ 150.00/hr. = \$ 300.00 07/19/2020 Art Merritt 2.0 Hours x \$ 150.00/hr. = \$ 300.00 07/20/2020 Art Merritt 1.0 Hours x \$ 150.00/hr. = \$ 150.00 07/21/2020 Art Merritt 2.0 Hours x \$ 150.00/hr. = \$ 300.00 07/27/2020 Art Merritt 6.0 Hours x \$ 150.00/hr. = \$ 900.00 07/28/2020 Art Merritt 4.0 Hours x \$ 150.00/hr. = \$ 600.00 <div style="text-align: right;">Total = 4,200.00</div>	4,200.00
Contract Amount = Hourly (Not to exceed \$ 20,000.00 without prior client authorization) Contract Amount = \$ 20,000.00 Invoice 20-178 - \$ 975.00 (5 Billed) This Invoice - \$ 4,200.00 (26% Billed) Remaining Contract Balance = \$ 14,825.00		
Total		\$4,200.00

Handwritten: Haul Farms LLC
 8.13.20

Booth Design Group Inc
 146 2nd Street N
 Suite 302
 St. Petersburg, FL 33701

Phone # 727-821-5699

Date 8/24/2020

Invoice # 2445

Bill To

North River Ranch CDD
 5800 Lakewood Ranch Blvd N
 Sarasota, FL 34240

RECEIVED
 By Amanda Lane at 8:49 am, Aug 26, 2020

P.O. No. Terms Project

NRR N PH 3A-3B Due on receipt 20016 NRR Nort...

Item	Description	Est Amt	Prior Amt	Prior %	Curr %	Total %	Amount
	NORTH RIVER RANCH NORTH PHASE 3A-3B - MANATEE CTY						
Assimilation ...	Assimilation of Data	1,110.00	1,110.00	100.00%	0.00%	100.00%	0.00
Schematic D...	Schematic Design	5,750.00	5,750.00	100.00%	0.00%	100.00%	0.00
Final Constr...	Final Construction Documents	14,827.00	7,413.50	50.00%	50.00%	100.00%	7,413.50
Bid Docume...	Bid Documents	1,250.00			0.00%	0.00%	0.00
Professional ...	Professional Observation	5,760.00			0.00%	0.00%	0.00
Irrigation Do...	Irrigation Documents	25,557.00			0.00%	0.00%	0.00
Travel Expe...	Travel Expenses	1,600.00			0.00%	0.00%	0.00
	REIMBURSABLE EXPENSES-\$350						

Total \$7,413.50

Balance Due \$7,413.50

Please make check payable to:
 Booth Design Group Inc.
 PLEASE NOTE OUR
 NEW SUITE NUMBER - 302



DELUXE
P.O. BOX 4656
CAROL STREAM, IL 60197-4656



KR280

Invoice

SALES & CUSTOMER SERVICE
800-328-0304
ONLINE: deluxe.com/shop

North River Ranch CDD

B
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PFM GROUP CONSULTING
12051 CORPORATE BLVD

ORLANDO FL 32817-1450

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T
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PFM GROUP CONSULTING
12051 CORPORATE BLVD

ORLANDO FL 32817

Terms - net 15 days, \$30 late fee, subject to applicable law
All sales are subject to the terms of sale enclosed

CUSTOMER NAME							
PFM GROUP CONSULTING							
AUTHORIZED NAME	CUSTOMER ID	ORDER NUMBER	PO NUMBER	INVOICE NUMBER	INVOICE DATE		
AMANDA LANE	994098-433908	2047922395		02047922395	08/26/2020		
QUANTITY SHIPPED	SHIP DATE	SHIPPED VIA	ITEM NUMBER	DESCRIPTION		AMOUNT DUE	
200	08/25/2020	FRT	DLT104-1	LASER TOP M/P CK UNLINED		164.99	
1	08/25/2020			SHOP DELUXE SHIPPING CHARGE		19.47	
				SUBTOTAL		184.46	
				DOLLARS OFF PROMO		-24.75	
				SHIPPING & PROCESSING TAX		0.00	
				TOTAL		170.08	
				PREPAID		-170.08	
RECEIVED <i>By Amanda Lane at 9:27 am, Aug 27, 2020</i>							
						BALANCE DUE	0.00

For W9 request, send an email to: w9_compliancerequests@deluxe.com
FOR YOUR RECORDS ONLY
YOUR CHECKING ACCOUNT ****5968 WILL BE CHARGED
THANK YOU FOR YOUR ORDER



PFM GROUP CONSULTING
12051 CORPORATE BLVD

ORLANDO FL 32817-1450

Order Number	Due Date
2047922395	
Customer Number	Amount Due
994098-433908	\$0.00

DELUXE
P.O. BOX 4656
CAROL STREAM, IL 60197-4656

Pay online at
paydeluxeforbusiness.com to authorize
payment via a debit to your checking
account or credit card for a nominal fee.

6 2047922395 0650503916 0000000000 6

North River Ranch Community Development District

Funding Request 2020-41

9/4/2020

Item No.	Payee	Invoice #	General Fund	Construction Fund
1	Ardurra Group Haval Farms Permitting Services Through 07/31/2020	111083		\$ 4,581.25
2	GeoPoint Surveying Phase 3A Tree Location Survey	57887		\$ 3,500.00
3	Stantec Consulting Services Phases 3A and 3B Site Access Operational Analysis	1697843		\$ 2,220.00
			\$ -	\$ 10,301.25
TOTAL				\$10,301.25

Vivian Carvalho

Secretary/Assistant Secretary



Chairman

Return to:
North River Ranch CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 11:43 am, Sep 08, 2020



Telephone: 941.722.0901 Fax: 941.722.4931

E Co Consultants is now Ardurra Group, Inc
Remittance Address:
PO Box 23402
Tampa, FL 33623

North River Ranch CDD
North River Ranch CDD (Neal)
12051 Corporate Blvd
Orlando, FL 32817

August 12, 2020
E Co Project No: 2020-5331-00
Invoice No: 000000111083

Project name: Haval Farms;Permitting (North River Ranch CDD/NEAL)

PO:

Environmental Services through July 31, 2020

Professional Personnel

	Hours	Rate	Amount	
Sr. Scientist	14.50	140.00	2,030.00	
Environmental Scientist	20.75	115.00	2,386.25	
GIS Analyst	1.50	110.00	165.00	
Totals	36.75		4,581.25	
Total Labor				4,581.25

Billing Limits

	Current	Prior	To-Date
Total Billings	4,581.25	6,285.00	10,866.25
Limit			25,000.00
Remaining			14,133.75

Total this Invoice \$4,581.25

Outstanding Invoices

Number	Date	Balance
000000110291	6/2/2020	4,215.00
000000110960	7/27/2020	1,090.00
Total		5,305.00

	Current	Prior	Total
Billings to Date	4,581.25	6,285.00	10,866.25

Date: 08/24/2020

Joel Christian

RECEIVED AUG 31 2020



213 Hobbs Street
 Tampa, FL 33619
 Phone: (813) 248-8888
 Fax: (813) 248-2266

North River Ranch CDD
 12051 Corporate Blvd
 Orlando, FL 32817

Invoice number 57887
 Date 08/31/2020

Project NORTH RIVER RANCH

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Phase 3A					
Tree Location Survey	25,000.00	14.00	0.00	3,500.00	3,500.00
Total	25,000.00	14.00	0.00	3,500.00	3,500.00

Invoice total **3,500.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
57887	08/31/2020	3,500.00	3,500.00				
	Total	3,500.00	3,500.00	0.00	0.00	0.00	0.00

PAYMENT IS DUE WITHIN 30 DAYS OF THE INVOICE DATE

RECEIVED
 By Amanda Lane at 1:03 pm, Sep 02, 2020

Invoice Number 1697843
Invoice Date September 4, 2020
Customer Number 149122
Project Number 215811015

Bill To

North River Ranch Community Development District
Amanda Lane
c/o PFM Consulting Group
12051 Corporate Boulevard
Orlando FL 32817
United States

Please Remit To

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago IL 60693
United States
Federal Tax ID
11-2167170

Project Description: North River Ranch Phase IIIA and IIB Site Access Operational Analysis

Stantec Project Manager: Crim, Matt
Authorization Amount: \$4,700.00
Authorization Previously Billed: \$0.00
Authorization Billed to Date: \$2,220.00
Current Invoice Due: \$2,220.00
For Period Ending: August 28, 2020

E-mail invoice: lanea@pfm.com

Please contact Debra Jones if you have any questions concerning this invoice.

Phone: (239) 649-4040 E-mail: Debra.Jones@Stantec.com

**** PLEASE SEND AN INVOICE # WITH PAYMENT ****

Thank you.

RECEIVED

By Amanda Lane at 11:04 am, Sep 03, 2020

Invoice Number
Project Number

1697843
215811015

Top Task 210 Site Access Operational Analysis

Progress Charge

	Total Invoiced	Previously Invoiced	Current Amount
3,700.00 X 60.00 % Complete	2,220.00	0.00	2,220.00
Progress Charge Subtotal			<u>2,220.00</u>

Top Task 210 Total **2,220.00**

Total Fees & Disbursements \$2,220.00

INVOICE TOTAL (USD) **\$2,220.00**

AMERRITT, INC.

LAND SURVEYING & MAPPING
 3010 W. Azeele Street, Suite 150
 Tampa, FL 33609

Bus. Phone: 813-221-5200

Contract Invoice

Date	Invoice #
8/31/2020	20-250

Bill To
Nealland Ventures Tom Panaseny 5800 Lakewood Ranch Blvd. Sarasota, Florida 34240

Project Description

North River Ranch
 Misc. Services No.2

Project
AMI-NLV-NRR-0...

Item	Description	Amount
Commercial Layout	Compute Final Option Layout for 30 Acre School Site 08/05/2020 Art Merritt 1.0 Hours x \$ 150.00/hr. = \$ 150.00 08/06/2020 Art Merritt 6.5 Hours x \$ 150.00/hr. = \$ 975.00 <div style="text-align: right;">Total = \$ 1,125.00</div>	1,125.00
Subdivision Layout	Create Layout revisions to Master Layout in response to Construction Plans review comments 08/31/2020 Vicky Robinson 6.0 Hours x \$ 150.00/hr. = \$ 900.00 Contract Amount = Hourly (Not to exceed \$ 20,000.00 without prior client authorization) Contract Amount = \$ 20,000.00 Invoice 20-178 - \$ 975.00 (5 Billed) Invoice 20-212 - \$ 4,200.00 (26% Billed) This Invoice - \$ 2,025.00 (36% Billed) Remaining Contract Balance = \$ 12,800.00	900.00
Total		\$2,025.00

RECEIVED
 By Amanda Lane at 10:11 am, Sep 09, 2020

INVOICE



Customer	North River Ranch Community Development District
Acct #	828
Date	09/02/2020
Customer Service	Charisse Bitner
Page	1 of 1

North River Ranch Community Development District
 c/o PFM Group Consulting, LLC
 12051 Corporate Blvd
 Orlando, FL 32817

Payment Information	
Invoice Summary	\$ 5,381.00
Payment Amount	
Payment for:	Invoice#11690
100110333	

Thank You

Please detach and return with payment



Customer: North River Ranch Community Development District

Invoice	Effective	Transaction	Description	Amount
11690	10/01/2020	Renew policy	Policy #100110333 10/01/2020-10/01/2021 Florida Insurance Alliance General Liability - Renew policy Due Date: 9/2/2020	5,381.00

RECEIVED
 By Amanda Lane at 8:41 am, Sep 09, 2020

Total
\$ 5,381.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)233-9939	Date
Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002	sclimer@egisadvisors.com	09/02/2020



PREMIUM SUMMARY

**North River Ranch Community Development District
c/o PFM Group Consulting, LLC
12051 Corporate Blvd.
Orlando, FL 32817**

Term: October 1, 2020 to October 1, 2021

Quote Number: 100120357

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,960
Public Officials and Employment Practices Liability	\$2,421
TOTAL PREMIUM DUE	\$5,381

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)

VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com



INVOICE

BILL TO

NorthRiverRanch CDD
1735 Market St FL 43
Philadelphia, PA 191037502
USA

INVOICE # 1921
DATE 09/01/2020
DUE DATE 09/01/2020
TERMS Due on receipt

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance:ADA Website Maintenance Ongoing website maintenance for ADA and WCAG Compliance	1	125.00	125.00

Please make check payable to VGlobalTech.

BALANCE DUE

\$125.00

RECEIVED
By Amanda Lane at 1:35 pm, Sep 09, 2020

Vogler Ashton, PLLC
705 10th Avenue West, Unit 103
Palmetto, Florida 34221
Phone: 941-304-3400

Page: 1
09/09/2020

North River Ranch CDD
5800 Lakewood Ranch Blvd.
Sarasota FL 34240
US

Account No: 1-36120
Statement No: 5993

Attn: District Manager

RECEIVED

By Amanda Lane at 8:52 am, Sep 10, 2020

District Counsel

For Legal Services Rendered August 1 2020 , through August 31 2020

	Previous Balance			\$1,476.00
		<u>Fees</u>		
			Hours	
08/10/2020				
KA	Review CDD agenda and documents		0.30	123.00
08/11/2020				
KA	Review revised agenda		0.20	82.00
KA	Review Developer revisions to Engineer's Report; Review Supplemental Assessment Report; prepare comments		1.50	615.00
08/13/2020				
KA	Attend CDD meeting		0.30	123.00
08/18/2020				
KA	Review Revised Audit and respond		0.30	123.00
08/19/2020				
KA	Review Clerk file and confirm all document/ exhibits have been submitted for evidence; Resubmit Ex. 19 C; Send Final Judgement to Court		0.60	246.00
08/24/2020				
KA	Provide audit response confirmation to Grau and Associates		0.10	41.00
08/26/2020				
KA	Review Draft agenda		0.10	41.00
	For Current Services Rendered		<u>3.40</u>	<u>1,394.00</u>

North River Ranch CDD

Account No:

1-36120

Statement No:

5993

District Counsel

		Recapitulation		
<u>Timekeeper</u>		<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Kimberly Ashton		3.40	\$410.00	\$1,394.00
Total Current Work				1,394.00
Balance Due				<u>\$2,870.00</u>
Aged Due Amounts				
<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>	
08/13/2020	5886	1476.00	<u>1476.00</u>	
			1476.00	

***Payments Due Upon Receipt Please;
Late after 14 days and may be subject to interest at maximum rate under law***

North River Ranch CDD
 Sarasota FL 34240
 US

Attn: District Manager

RECEIVED

By Amanda Lane at 8:52 am, Sep 10, 2020

Bond Validation Complaint, Exhibits and Hearing

For Legal Services Rendered August 1 2020 , through August 31 2020

Previous Balance \$7,328.00

Fees

		Hours	
08/13/2020	KA		
	Upload all electronic documents; confirm elecontronic docket stamps on all; review clerk file; re-upload exhibits as needed that Clerk rejected; reformat exhibits as needed for electronic compliance	3.80	1,558.00
08/19/2020	EV		
	Assemble documents; Letter to Judge Nicholas; Confirm hearing time	0.40	172.00
08/21/2020	EV		
	Letter to District Engineer, Bond Counsel, Landowner; Review documents submitted as evidence	0.50	215.00
	KA		
	Confirm additional Clerk evidentiary filings are uploaded to Clerk site for hearing	0.20	82.00
08/24/2020	EV		
	Assemble documents; File Notice of Filing; Confirm filing of exhibits	0.70	301.00
	KA		
	Check clerk site for evidence documents uploading confirmation	0.10	41.00
	KA		
	Prepare Notice of Filing for Clerk re: bond validation exhibits	0.30	123.00
08/25/2020	EV		
	Telephone conference with Clerk of Court; Re-file exhibits	0.50	215.00
08/26/2020	KA		
	Confirm all exhibits uploaded after Clerk request for additional Notice of Filing	0.20	82.00

Bond Validation Complaint, Exhibits and Hearing

		Hours	
08/27/2020	KA		
	Go through all 39 Clerk Docket Files and mark each docket Exhibit according to Index of Exhibits; Prepare for final Bond Validation hearing; Confirm tele-conference ready for hearing	2.30	943.00
08/31/2020	EV		
	Attendance in conference call with T. Panaseny, J. Schier, C. Fischer and J. Neal; Preparation for court hearing	0.50	215.00
	For Current Services Rendered	9.50	3,947.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Edward Vogler II	2.60	\$430.00	\$1,118.00
Kimberly Ashton	6.90	410.00	2,829.00

Total Current Work

3,947.00

Balance Due

\$11,275.00

Aged Due Amounts

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
08/13/2020	5887	7328.00	7328.00
			<u>7328.00</u>

Payments Due Upon Receipt Please;

Late after 14 days and may be subject to interest at maximum rate under law

North River Ranch Community Development District

Funding Request 2020-43

9/18/2020

Item No.	Payee	Invoice #	General Fund	Construction Fund
1	Avid Trails Trails Master Plan - Remaining Balance	NRR-02		\$ 16,000.00
2	Bradenton Herald Legal Advertising on 09/14/2020	4753464	\$ 119.34	
3	Clearview Land Design Services Through 09/11/2020 Reimbursables Through 09/11/2020 Phases 3A & 3B Design Services Through 09/11/2020 Army Corps Permitting Assistance Through 09/11/2020	20-01967 20-01968 20-01969 20-01970	\$ 1,290.00 \$ 223.55	\$ 15,898.00 \$ 1,750.00
4	PFM Group Consulting DM Fee: September 2020 Postage: July 2020 Postage: August 2020	DM-09-2020-0028 OE-EXP-01023 OE-EXP-01081	\$ 1,666.63 \$ 4.50 \$ 11.00	
5	Supervisor Fees - 09/09/2020 Meeting Dale Weidemiller Priscilla Heim Pete Williams John Blakley	-- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00	
			\$ 4,115.02	\$ 33,648.00
TOTAL			\$37,763.02	

Vivian Carvalho

Secretary/Assistant Secretary

Chairman

Return to:
North River Ranch CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 1:22 pm, Sep 21, 2020

Avid Trails LLC
P.O. Box 527
Lambertville, NJ 08530
avidtrails.com



INVOICE

BILL TO

North River Ranch CDD
North River Ranch CDD
C/O PFM Group
Consulting, Inc
12051 Corporate Blvd
Orlando, FL 32817
Sarasota, FL 34240

INVOICE # NRR-02
DATE 09/18/2020
DUE DATE 10/18/2020
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Avid Trail Design Remaining Balance for the creation of a trails master plan for North River Ranch.	1	16,000.00	16,000.00
BALANCE DUE			\$16,000.00

RECEIVED

By Amanda Lane at 3:03 pm, Sep 18, 2020

BRADENTON HERALD

Bradenton.com

*** MEMO INVOICE ***

Fed ID# 59-1487839

						23	TOTAL AMOUNT DUE	
						\$119.34		
SALES REP	24	ADVERTISER INFORMATION						
Advertising Dept	1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
		09/14/2020		726675		726675		NORTH RIVER RANCH CDD

NORTH RIVER RANCH CDD
12051 CORPORATE BLVD.
ORLANDO, FL 32817

MAKE CHECKS PAYABLE TO

Bradenton Herald
Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

Billing: Contact Sales Rep. Credit: Email
ssccreditandcollections@mclatchy.com

Payment is due upon receipt.



10	11	NEWSPAPER REFERENCE	12 14	DESCRIPTION	13	PRODUCT	15	16	17	18	19
START	STOP						SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
09/14	09/14	0004753464		REQUEST FOR QUALIFICATIONS FOR C		Bradenton Herald	1 x 102 L	102	1	\$1.17	\$119.34
09/14	09/14	0004753464		REQUEST FOR QUALIFICATIONS FOR C		Bradenton Herald.com	1 x 102 L	102	1	\$0.00	\$0.00
										Invoice Total	\$119.34

RECEIVED SEP 18 2020

THIS IS A MEMO INVOICE AND MAY OR MAY NOT REFLECT ALL CHARGES OR CHANGES THAT OCCUR ON THE FINAL INVOICE.



Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME
	09/14/2020		NORTH RIVER RANCH CDD
23	TOTAL AMOUNT DUE	3	TERMS OF PAYMENT
	\$119.34		Upon Receipt

*** MEMO INVOICE ***

Bradenton Herald
Bradenton Herald-Advertising
PO Box 51129
Livonia, MI 48151

4	PAGE #	5	BILLING DATE
	1		09/14/2020
11	NEWSPAPER REFERENCE		
	0004753464		
6	BILLED ACCOUNT NUMBER		
	726675		
7	ADVERTISER/CLIENT NUMBER		
	726675		

BRADENTON HERALD

Bradenton.com

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
726675	0004753464	REQUEST FOR QUALIFICATIONS FOR CIVIL/S		\$119.34	1	10.20 In

Attention:

NORTH RIVER RANCH CDD
12051 CORPORATE BLVD.
ORLANDO, FL 32817

**REQUEST FOR
QUALIFICATIONS**

**FOR CIVIL/SITE
CONSTRUCTION SERVICES**

**NORTH RIVER RANCH
COMMUNITY DISTRICT
DEVELOPMENT**

MANATEE COUNTY, FLORIDA

North River Ranch Community Development District (FCDD) requests Qualifications Submittals from firms interested in providing civil/site construction services. Upcoming projects include construction of roadway improvements, stormwater management facilities, utilities, and certain other infrastructure in Manatee County, Florida.

To be eligible to submit qualifications, firms must hold all required applicable state licenses in good standing, hold all required applicable federal licenses in good standing, and be authorized to do business in the State of Florida.

Applicants may request a Qualifications Submittal Package via FTP site from Clearview Land Design, P.L. (District Engineer). (Email Chris.Fisher@clearviewland.com for link to FTP site.) Applicants must submit one original and two copies of the Qualifications Submittal Package by 5:00 PM on Monday, October 5, 2020. Hand written and electronic submissions will not be accepted. Address responses to: Clearview Land Design, P.L., 3010 W Azeele St, Suite 150, Tampa, Florida 33609, Attn: Chris Fisher.

Qualified firms will be selected based on experience, qualifications of personnel, and ability to perform construction services. Packages will be reviewed and rated by a qualifications committee. At that time, all qualified firms will be assigned a project and aggregate dollar limit for potential work under contract. All applicants will be promptly notified after the construction firms are selected. The pre qualification decisions of the Board of Supervisors shall be valid for a period of two (2) years, after which the Board of Supervisors may either extend the prequalification period for an additional two (2) years or open the prequalification process again.

THE STATE OF TEXAS

COUNTY OF DALLAS

Before the undersigned authority personally appeared VICTORIA RODELA, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of **Public Notice**, was published in said newspaper in the issue(s) of:

1 Insertion(s)

Published On:
September 14, 2020

THE STATE OF FLORIDA

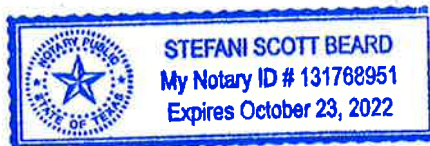
COUNTY OF MANATEE

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

VRodela

(Signature of Affiant)

Sworn to and subscribed before me this
14th day of September in the year of 2020



[Signature]

SEAL & Notary Public

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

again.

Qualified firms will be eligible to bid or propose on construction projects subject to the firms' project and aggregate limits. Failure to pre-qualify may preclude North River Ranch Community Development District from awarding construction contracts to any non-prequalified firm. All firms interested in bidding on construction contracts to be let by FCDD are strongly encouraged to submit for pre-qualification. However, FCDD is not obligated to select prequalified firms, and at its sole discretion reserves the right to solicit bids or proposals from non-prequalified contractors for specific projects in the best interests of FCDD.

Applicants may contact the District Engineer, Chris Fisher, Clearview Land Design, P.L. at Chris.Fisher@clearviewland.com, until the qualifications submittal deadline for further information.



Clearview

LAND DESIGN, P.L.

Clearview Land Design
 3010 W. Azelee Street, Suite 150
 Tampa, Florida 33609
 813-223-3919

RECEIVED
 By Amanda Lane at 4:20 pm, Sep 17, 2020

North River Ranch Community Development District
 North River Ranch CDD Accounts Payable Amanda Lane
 12051 Corporate Blvd
 Orlando, FL 32817

Invoice number 20-01967
 Date 09/11/2020

Project **NR NORTH RIVER RANCH (MOCCASIN WALLOW) (HAVAL FARMS)**

Terms: Net 30

North River Ranch CDD Services

CDD-NR-001 CDD Services

LABOR

	Date	Hours	Rate	Billed Amount
Project Time				
Chris M. Fisher				
<i>Calculate Acreages</i>	08/18/2020	2.00	215.00	430.00
<i>Future Planning Efforts</i>	08/19/2020	2.00	215.00	430.00
<i>Bond Validation Hearing Call</i>	08/31/2020	0.50	215.00	107.50
<i>Bond Validation Hearing</i>	09/02/2020	0.50	215.00	107.50
<i>CDD Call</i>	09/09/2020	1.00	215.00	215.00
				Phase subtotal
				1,290.00
				North River Ranch CDD Services subtotal
				1,290.00
				Invoice total 1,290.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20-01687	08/14/2020	1,505.00		1,505.00			
20-01967	09/11/2020	1,290.00	1,290.00				
	Total	2,795.00	1,290.00	1,505.00	0.00	0.00	0.00



Clearview

LAND DESIGN, P.L.

Clearview Land Design
 3010 W. Azeele Street, Suite 150
 Tampa, Florida 33609
 813-223-3919

RECEIVED

By Amanda Lane at 4:20 pm, Sep 17, 2020

North River Ranch Community Development District
 North River Ranch CDD Accounts Payable Amanda Lane
 12051 Corporate Blvd
 Orlando, FL 32817

Invoice number 20-01968
 Date 09/11/2020

Project **NR NORTH RIVER RANCH (MOCCASIN
 WALLOW) (HAVAL FARMS)**

Terms: Net 30

North River Ranch CDD Reimbursables

**CDD-NR-000R Reimbursables
 EXPENSE**

	Date	Billed Amount
Printing and Reproduction		
	09/11/2020	210.57
<i>Papercuts Printing and Documentation 8/15-9/11</i>		
	09/11/2020	12.98
<i>Papercuts Printing and Documentation 8/15-9/11</i>		
Phase subtotal		<u>223.55</u>
North River Ranch CDD Reimbursables subtotal		<u>223.55</u>
	Invoice total	<u>223.55</u>

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20-01688	08/14/2020	72.78		72.78			
20-01968	09/11/2020	223.55	223.55				
	Total	296.33	223.55	72.78	0.00	0.00	0.00



Clearview

LAND DESIGN, P.L.

Clearview Land Design
 3010 W. Azelee Street, Suite 150
 Tampa, Florida 33609
 813-223-3919

RECEIVED

By Amanda Lane at 4:20 pm, Sep 17, 2020

North River Ranch Community Development District
 North River Ranch CDD Accounts Payable Amanda Lane
 12051 Corporate Blvd
 Orlando, FL 32817

Invoice number 20-01969
 Date 09/11/2020

Project **NR NORTH RIVER RANCH (MOCCASIN
 WALLOW) (HAVAL FARMS)**

Terms: Net 30

Description	Contract Amount	Percent Complete	Total Billed	Remaining	Remaining Percent	Prior Billed	Current Billed
NRR Phases 3A & 3B Design, Permitting, Inspection, Certification Services							
CDD-NR-005 Design & Permitting	260,000.00	97.00	252,200.00	7,800.00	3.00	247,000.00	5,200.00
CDD-NR-008 Phase 3A Quantities and Bid Assistance	9,500.00	10.00	950.00	8,550.00	90.00	0.00	950.00
Subtotal	269,500.00	93.93	253,150.00	16,350.00	6.07	247,000.00	6,150.00
Total	269,500.00	93.93	253,150.00	16,350.00	6.07	247,000.00	6,150.00

NRR Phases 3A & 3B Design, Permitting, Inspection, Certification Services

CDD-NR-006 Landscape & Hardscape Coordination

LABOR

	Date	Hours	Rate	Billed Amount
Project Time				
Chris M. Fisher				
	08/18/2020	2.00	195.00	390.00
<i>Signing Revisions</i>				
	08/20/2020	3.00	195.00	585.00
<i>Review Booth's Comments</i>				
	08/24/2020	4.00	195.00	780.00
<i>Coordination with Jamie Beatty</i>				
	08/25/2020	3.00	195.00	585.00
<i>SPM Comments</i>				
	08/26/2020	2.00	195.00	390.00
<i>Coordination with Manatee County</i>				
	08/31/2020	2.50	195.00	487.50
<i>Booth Comment Response Review</i>				
Phase subtotal				3,217.50

NRR Phases 3A & 3B Design, Permitting, Inspection, Certification Services

CDD-NR-007 Revisions and Miscellaneous

LABOR

	Date	Hours	Rate	Billed Amount
Principal				
Michael F. Smirch				
	08/25/2020	8.00	225.00	1,800.00
<i>County Comments & Plan Revisions</i>				
	08/26/2020	8.00	225.00	1,800.00
<i>County Comments & Plan Revisions</i>				
	08/28/2020	8.00	225.00	1,800.00
<i>County Comments & Plan Revisions</i>				
Project Time				
David A. O'Brien				
	08/19/2020	3.00	170.00	510.00
<i>Addressing County & SWFWMD Comments - (North River Ranch IV-A & IV-B)</i>				
	08/20/2020	3.65	170.00	620.50
<i>Plan Revisions, Drainage Report Update - (North River Ranch Phases IV-A & IV-B)</i>				
				6,530.50
				9,748.00
				15,898.00
				15,898.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20-01689	08/14/2020	4,382.63		4,382.63			
20-01969	09/11/2020	15,898.00	15,898.00				
	Total	20,280.63	15,898.00	4,382.63	0.00	0.00	0.00



Clearview

LAND DESIGN, P.L.

Clearview Land Design
 3010 W. Azelee Street, Suite 150
 Tampa, Florida 33609
 813-223-3919

RECEIVED
 By Amanda Lane at 4:20 pm, Sep 17, 2020

North River Ranch Community Development District
 North River Ranch CDD Accounts Payable Amanda Lane
 12051 Corporate Blvd
 Orlando, FL 32817

Invoice number 20-01970
 Date 09/11/2020

Project **NR NORTH RIVER RANCH (MOCCASIN
 WALLOW) (HAVAL FARMS)**

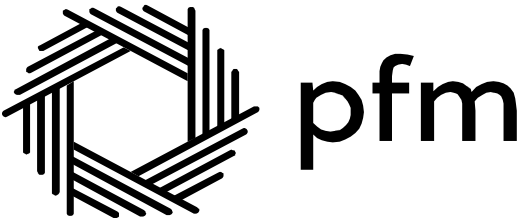
Terms: Net 30

Description	Contract Amount	Percent Complete	Total Billed	Remaining	Remaining Percent	Prior Billed	Current Billed
NRR Army Corp Permitting Assistance							
CDD-NR-019 Army Corp Permitting Assistance	17,500.00	100.00	17,500.00	0.00	0.00	15,750.00	1,750.00
Subtotal	17,500.00	100.00	17,500.00	0.00	0.00	15,750.00	1,750.00
Total	17,500.00	100.00	17,500.00	0.00	0.00	15,750.00	1,750.00

Invoice total **1,750.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
20-01970	09/11/2020	1,750.00	1,750.00				
	Total	1,750.00	1,750.00	0.00	0.00	0.00	0.00



Date	Invoice Number
September 8, 2020	DM-09-2020-0028
Payment Terms	Due Date
Upon Receipt	September 8, 2020

Bill To:
North River Ranch Community Development District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

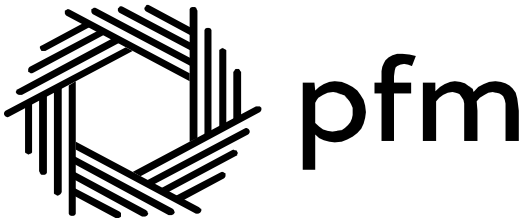
Remittance Options:

Via ACH (preferred): Via Wire: Via Mail:

RE: District Management Fee: September 2020

Professional Fees	\$1,666.63
Total Amount Due	\$1,666.63

RECEIVED
By Amanda Lane at 6:58 pm, Sep 14, 2020



Date	Invoice Number
September 16, 2020	OE-EXP-01023
Payment Terms	Due Date
Upon Receipt	September 16, 2020

Bill To:
North River Ranch Community Development District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100
Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred): Via Wire: Via Mail:

RE: July 2020 Postage

Expenses \$4.50
Total Amount Due **\$4.50**

RECEIVED
By Amanda Lane at 3:07 pm, Sep 17, 2020



Date	Invoice Number
September 16, 2020	OE-EXP-01081
Payment Terms	Due Date
Upon Receipt	September 16, 2020

Bill To:
North River Ranch Community Development District
c/o PFM Group Consulting District Accounting
Department
12051 Corporate Blvd
Orlando, FL 32817
United States of America

Company Address:
1735 Market Street
43rd Floor
Philadelphia, PA 19103
+1 (215) 567-6100

Federal Tax ID: 81-1642478

Remittance Options:

Via ACH (preferred): Via Wire: Via Mail:

RE: August 2020 Postage

Expenses	\$11.00
Total Amount Due	\$11.00

RECEIVED
By Amanda Lane at 3:07 pm, Sep 17, 2020

**North River Ranch
COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: 9/9/20

(\$200.00 per Supervisor per Meeting)

Board Members:	Present	Absent	Fee
Dale Weidermiller	<u> X </u>	<u> </u>	\$200.00
Priscilla Heim	<u> X </u>	<u> </u>	\$200.00
Pete Williams	<u> X </u>	<u> </u>	\$200.00
John Blakley	<u> X </u>	<u> </u>	\$200.00
Ivory Crofoot	<u> </u>	<u> X </u>	
		Total:	\$800.00

Approved For Payment:

Venessa Ripoll

Secretary / Assistant Secretary

September 9, 2020
Date

RECEIVED
By Amanda Lane at 7:13 pm, Sep 14, 2020

North River Ranch Community Development District

Funding Request 2020-44


9/25/2020

Item No.	Payee	Invoice #	Construction Fund	Fiscal Year
1	Driggers Engineering Services			
	Geotechnical Investivation Through 04/30/2020	EO12407	\$ 21,186.00	FY 2020
	Geotechnical Services Through 05/20/2020	EO12417	\$ 2,880.00	FY 2020
			\$ 24,066.00	

24,066.00	FY 2020
-	FY 2021

Vivian Carvalho

Secretary/Assistant Secretary



Chairman

Return to:
North River Ranch CDD
c/o Fishkind & Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

RECEIVED

By Amanda Lane at 8:49 am, Sep 29, 2020

INVOICE

April 30, 2020

North River Ranch CDD
 5300 Lakewood Ranch Boulevard
 Sarasota, Florida 34240

Please Remit to:
 P. O. Box 17839
 Clearwater, FL 33762

Attn: Mr. Tom Panaseney
 Vice President of Land Development

Due Upon Receipt

RE: Invoice No.: EO12407
Geotechnical Investigation
North River Ranch Development – Phases 4A & 4B
Manatee County, Florida
Progress Invoice through 4/30/2020
Our File DES 188315

RECEIVED

By Amanda Lane at 3:09 pm, Sep 21, 2020

SUMMARY OF BILLING

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT FEE</u>	<u>AMOUNT</u>	<u>COST</u>
1.	Drill Rig Mobilization and Demobilization	\$650.00 LS	1	\$650.00
2.	Standard Penetration Test Borings			
	a) Soil	16.00/LF	705 LF	11,280.00
3.	Hand Auger Borings	12.00/LF	168 LF	2,016.00
4.	Clearing including Dozer Rental and Operator	2,500.00/Day	2 Days	5,000.00
5.	Time for navigating active crop fields	70.00/Hr.	4 Hrs.	280.00
6.	Laboratory Classification Testing	1,000.00 LS	1	1,000.00
7.	CADD Operator	70.00/Hr.	3 Hrs.	210.00
8.	Engineering Analysis and Report	1,500.00/Day	0.5 Day	750.00

PLEASE PAY THIS AMOUNT: \$21,186.00

DRIGGERS ENGINEERING SERVICES, INC.

Appreciates the opportunity to serve you

INVOICE

May 31, 2020

North River Ranch CDD
 5300 Lakewood Ranch Blvd N.
 Sarasota, Florida 34240

Please Remit to:
 P. O. Box 17839
 Clearwater, FL 33762

Attn: Mr. Tom Panaseny
 Vice President of Land Development

Due Upon Receipt

RE: Invoice No.: EO12417
Geotechnical Services
North River Ranch Development – Ph 4A & 4B
Manatee County, Florida
Final Invoice
Report Dated 5/20/2020
Our File DES 188315

RECEIVED
 By Amanda Lane at 3:09 pm, Sep 21, 2020

SUMMARY OF BILLING

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT FEE</u>	<u>AMOUNT</u>	<u>COST</u>
1.	CADD Operator	\$70.00/Hr.	9 Hrs.	630.00
2.	Engineering Analysis and Report	1,500.00/Day	1.5 Days	2,250.00

PLEASE PAY THIS AMOUNT: \$2,880.00

DRIGGERS ENGINEERING SERVICES, INC.

Appreciates the opportunity to serve you

**North River Ranch
Community Development
District[under separate cover]**

Review of District Financial Statements
[under separate cover]