

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, March 10, 2021 1:30 p.m. at 8141 Lakewood Main Street, Bradenton, FL 34202**. The following is the proposed agenda for this meeting.

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

BOARD OF SUPERVISORS' MEETING AGENDA

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]*

Business Matters

1. Consideration of the Minutes of the February 10, 2021 Board of Supervisors' Meeting
2. Public Hearing on the Approval of Merger with North River Ranch Improvement Stewardship District
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2021-09, Approving Merger Agreement
3. Review and Consideration of the Onsite Industries, LLC Proposals
4. Ratification of the LRK Architects Designers Planners Proposal
5. Ratification of Funding Requests # 14 -16
6. Review of District Financial Statements

Other Business

Staff Reports

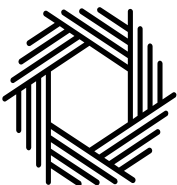
District Counsel

District Engineer

District Manager

Supervisor Requests and Audience Comments

Adjournment



pfm

**North River Ranch
Community Development District**

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

MINUTES OF MEETING

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

Wednesday, February 10, 2021 at 1:30 p.m.

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

Board Members present via phone or in person:

Pete Williams	Chairman
Ivory Matthews	Vice Chairman
Priscilla Heim	Assistant Secretary
John Blakley	Assistant Secretary
Dale Weidemiller	Assistant Secretary

Also present via phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting LLC
Venessa Ripoll	Assistant District Manger- PFM Group Consulting LLC (via phone)
Christopher Fisher	District Engineer-Clearview Land Design, P.L. (via phone – joined at 1:34 p.m.)
Rob Engle	Stantec (via phone – joined at 1:33 p.m.)
Sandy Foster	Neal Communities
Jim Schier	Neal Communities
Mark Roscoe	Neal Communities (via phone)

FIRST ORDER OF BUSINESS

Administrative Matters

Call to Order and Roll Call

Ms. Carvalho called to order at 1:31 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.

SECOND ORDER OF BUSINESS

General Business Matters

**Consideration of the Minutes of
the December 21, 2020 Continued
Board of Supervisors' Meeting**

The Board reviewed the Minutes of the December 21, 2020 Continued Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Ms. Matthews, with all in favor, the Board approved the Minutes of the December 21, 2020 Continued Board of Supervisors' Meeting.

**Consideration of the Minutes of
the January 13, 2021 Board of
Supervisors' Meeting**

The Board reviewed the Minutes of the January 13, 2021 Board of Supervisors' Meeting.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board approved the Minutes of the January 13, 2021 Board of Supervisors' Meeting.

**Consideration of E-Verification
Application for the District**

The Board reviewed the E-Verification Application.

On MOTION by Mr. Williams, seconded by Ms. Matthews, with all in favor, the Board approved the E-Verification Application for the District.

**Consideration of Resolution 2021-
08, Adopting an Internal Controls
Policy Consistent with Section
218.33**

The Board reviewed Resolution 2021-08.

On MOTION by Mr. Williams, seconded by Mr. Weidemiller, with all in favor, the Board approved Resolution 2021-08, Adopting an Internal Controls Policy Consistent with Section 218.33.

**Ratification of Funding Requests
#11-13**

The Board reviewed Funding Requests #11-13.

On MOTION by Mr. Williams, seconded by Mr. Blakley, with all in favor, the Board ratified Funding Requests #11-13.

**Review of District Financial
Statements**

The Board reviewed the District's Financial Statements through January 31, 2021.

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

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – Not Present

District Engineer – Mr. Fisher is working on a contract that will be brought to the Board at the next meeting. Ms. Carvalho notated for him to be aware that the contract will need to include the e-verification provision and he should work with District Counsel for inclusion of the e-verification provision.

District Manager – Ms. Carvalho noted for the record that the next scheduled meeting will be on March 10, 2021.

**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 the meeting.

ON MOTION by Mr. Blakley, seconded by Ms. Matthews, with all in favor, the February 10, 2021 Board of Supervisor's Meeting for the North River Ranch Community Development District was adjourned at 1:35 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**North River Ranch
Community Development District**

Public Hearing on the Approval of Merger with
North River Ranch Improvement Stewardship
District

RESOLUTION 2021-09

A RESOLUTION OF THE NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT CONFIRMING ITS INTENT TO MERGE WITH THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, North River Ranch Community Development District (“District”) is a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, North River Ranch Improvement Stewardship District (“NNR ISD”) is a local unit of special-purpose government established by the Florida Legislature pursuant to Chapter 2020-191, Laws of Florida (“Act”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

WHEREAS, the Board of Supervisors of the District (“Board”) previously adopted Resolution 2021-07 approving the merging of the District with and into the NNR ISD, including the form of the merger agreement and setting a public hearing for the purpose of providing information and taking public comment on the proposed merger; and

WHEREAS, in accordance with Resolution 2021-07, the Board noticed and conducted the public hearing on March 10, 2021; and

WHEREAS, the Board desires to confirm its intent to merge with the NNR ISD and provide notice of such intent to NNR ISD and Manatee County.

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

1. **Recitals.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. **Confirmation of Merger.** The Board hereby confirms its intent to merge with the NNR ISD, and hereby directs the District Manager to provide this Resolution to the NNR ISD and Manatee County as evidence thereof.
3. **Severability.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears

that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

4. **Effective Date.** This Resolution shall take effect upon its adoption.

ADOPTED THIS 10th DAY OF MARCH, 2021

ATTEST:

**NORTH RIVER RANCH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

**North River Ranch
Community Development District**

Review and Consideration of the Onsite
Industries, LLC Proposals

**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:

District:
North River Ranch Community Development District

By: _____
Name: _____
Title: _____

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_____

PROPOSAL 291017

FIELDSTONE CDD



Submitted to

CONTACT MARK ROSCOE
 ADDRESS C/O PFM GROUP CONSULTING, LLC
 12051 CORPORATE BLVD,
 ORLANDO FL 32817
 PHONE (941) 376-8496 FAX
 EMAIL mroscoe@nealland.com

ESTIMATE # 006-21-291017
 DATE 2/1/2021
 WRITTEN BY LISA JIMENEZ
 REFERENCE

Project Detail - Page 1

LOCATION	NORTH RIVER RANCH	DISTANCE	COORDINATES
PROJECT NAME	PHASE 4A STREET SIGNS		

Items

		PRICE EACH	QTY	TOTAL
1	LABOR / INSTALLATION, INSTALL - TAMPA, LOCAL 15-30 QUOTED INSTALLATION	\$5,175.00	1	\$5,175.00
2	SIGNAGE / DISPLAY, ORACAL VINYL, MEDIA ONLY, STICKER, 3MIL LAM, 16" MAX DOT WARNING DECALS	\$0.00	98	\$0.00
3	STREET SIGNAGE, CUSTOM (K) ROAD CLOSED/OBJECT MARKER COMBO	\$643.10	5	\$3,215.50
4	STREET SIGNAGE, CUSTOM (J) RIGHT ARROW DIRECTIONAL/15 MPH COMBO	\$963.85	1	\$963.85
5	STREET SIGNAGE, CUSTOM (I) LEFT ARROW DIRECTIONAL/15 MPH COMBO	\$963.85	1	\$963.85
6	STREET SIGNAGE, CUSTOM (H) HANDICAP PARKING/RIDER COMBO	\$835.15	1	\$835.15
7	STREET SIGNAGE, CUSTOM (G) PEDESTRIAN CROSSING/ARROW COMBO	\$978.30	2	\$1,956.60
8	STREET SIGNAGE, CUSTOM (F) DIVIDED MEDIAN/OBJECT MARKER COMBO	\$943.90	2	\$1,887.80
9	STREET SIGNAGE, CUSTOM (E) SPEED LIMIT 25 MPH/NO PARKING/PLAQUE COMBO	\$1,153.15	2	\$2,306.30
10	STREET SIGNAGE, CUSTOM (D) SPEED LIMIT 25 MPH SIGN	\$799.90	14	\$11,198.60
11	STREET SIGNAGE, CUSTOM (C) STOP SIGN/RIGHT TURN ONLY COMBO	\$1,214.20	1	\$1,214.20
12	STREET SIGNAGE, CUSTOM (B) STOP SIGN	\$906.10	1	\$906.10
13	STREET SIGNAGE, CUSTOM (A) STOP SIGNS	\$794.10	13	\$10,323.30
14	STREET SIGNAGE, CUSTOM (1-13) DUAL STREET BLADES	\$1,411.10	13	\$18,344.30
		PRE-TAX TOTAL	\$59,290.55	
		EST TAX (.07)	\$0.00	
		TOTAL	\$59,290.55	

Approval

TERMS & CONDITIONS	<ul style="list-style-type: none"> - All work will be completed in a workmanlike manner according to standard practice. All agreements are contingent upon delays and material cost increases beyond our control. - Pricing in this proposal is subject to acceptance within 14 days and is void thereafter. - Depending upon the agreed credit terms, a deposit may be required before work is to commence. - If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project immediately upon completion. - Any labor and installation pricing is approximate and subject to change based upon actual time incurred. - Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Product will be warehoused until the client is ready for installation, at which time applicable installation labor will be invoiced upon completion. - Sales tax is estimated and subject to change based upon the actual rate at time of invoicing. - Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary. - Customer is responsible for variations from customer supplied architectural drawings & hardscapes. - Signature on this proposal constitutes approval from the client on supplied artwork/graphics. - Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.
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ONSIGHT INDUSTRIES, LLC.

SIGNATURE

RON SILVEIRA
NAME

2/5/2021
DATE

PROPOSAL ACCEPTANCE THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.



SIGNATURE

NAME

DATE

900 CENTRAL PARK DR., SANFORD, FL 32771-6634
P: 407.830.8861 • F: 407.830.5569

PROPOSAL 291018

FIELDSTONE CDD



Submitted to

CONTACT	MARK ROSCOE		
ADDRESS	C/O PFM GROUP CONSULTING, LLC 12051 CORPORATE BLVD, ORLANDO FL 32817		
PHONE	(941) 376-8496	FAX	
EMAIL	mroscoe@nealland.com		

ESTIMATE #	006-21-291018
DATE	2/1/2021
WRITTEN BY	LISA JIMENEZ
REFERENCE	

Project Detail - Page 1

LOCATION	NORTH RIVER RANCH	DISTANCE		COORDINATES	
PROJECT NAME	PHASE 4B STREET SIGNS				

Items

		PRICE EACH	QTY	TOTAL
1	LABOR / INSTALLATION, INSTALL - TAMPA, LOCAL 15-30 QUOTED INSTALLATION	\$3,685.00	1	\$3,685.00
2	SIGNAGE / DISPLAY, ORACAL VINYL, MEDIA ONLY, STICKER, 3MIL LAM, 16" MAX DOT WARNING DECALS	\$0.00	44	\$0.00
3	STREET SIGNAGE, CUSTOM (J) TEMPORARY DEAD END SIGN	\$199.90	1	\$199.90
4	STREET SIGNAGE, CUSTOM (K) ROAD CLOSED/OBJECT MARKER COMBO	\$643.10	6	\$3,858.60
5	STREET SIGNAGE, CUSTOM (J) RIGHT ARROW DIRECTIONAL/15 MPH COMBO	\$963.85	1	\$963.85
6	STREET SIGNAGE, CUSTOM (I) LEFT ARROW DIRECTIONAL/15 MPH COMBO	\$963.85	1	\$963.85
7	STREET SIGNAGE, CUSTOM (H) HANDICAP PARKING/RIDER COMBO	\$835.15	1	\$835.15
8	STREET SIGNAGE, CUSTOM (G) PEDESTRIAN CROSSING/ARROW COMBO	\$978.30	8	\$7,826.40
9	STREET SIGNAGE, CUSTOM (D) SPEED LIMIT 25 MPH SIGN	\$799.90	6	\$4,799.40
10	STREET SIGNAGE, CUSTOM (A) STOP SIGNS	\$794.10	8	\$6,352.80
11	STREET SIGNAGE, CUSTOM (1-8) DUAL STREET BLADES	\$1,441.10	8	\$11,528.80
PRE-TAX TOTAL				\$41,013.75
EST TAX (.07)				\$0.00
TOTAL				\$41,013.75

Approval

TERMS & CONDITIONS	<ul style="list-style-type: none"> - All work will be completed in a workmanlike manner according to standard practice. All agreements are contingent upon delays and material cost increases beyond our control. - Pricing in this proposal is subject to acceptance within 14 days and is void thereafter. - Depending upon the agreed credit terms, a deposit may be required before work is to commence. - If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project immediately upon completion. - Any labor and installation pricing is approximate and subject to change based upon actual time incurred. - Delivery/installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Product will be warehoused until the client is ready for installation, at which time applicable installation labor will be invoiced upon completion. - Sales tax is estimated and subject to change based upon the actual rate at time of invoicing. - Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary. - Customer is responsible for variations from customer supplied architectural drawings & hardscapes. - Signature on this proposal constitutes approval from the client on supplied artwork/graphics. - Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.
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ONSIGHT INDUSTRIES, LLC.

_____ SIGNATURE	RON SILVEIRA NAME	2/5/2021 DATE
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PROPOSAL ACCEPTANCE THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE HEREBY ACCEPTED. ONSIGHT INDUSTRIES, LLC IS AUTHORIZED TO PROCEED WITH THE PROJECT AS STATED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.



_____ SIGNATURE	_____ NAME	_____ DATE
--------------------	---------------	---------------

900 CENTRAL PARK DR., SANFORD, FL 32771-6634
P: 407.830.8861 • F: 407.830.5569

**North River Ranch
Community Development District**

Ratification of the LRK Architects Designers
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:

District:
North River Ranch Community Development District

By: _____
Name: _____
Title: _____

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

50 South B. B. King Blvd.
Suite 600
Memphis, TN 38103
901.521.1440

February 13, 2021

Tom Panaseny
North River Ranch CDD
5824 Lakewood Ranch Blvd.
Sarasota, FL 34240

RE: North River Ranch Amenity

Dear Tom:

Thank you for the opportunity to submit this proposal to North River Ranch CDD (Client) for professional services for the Amenity Buildings at North River Ranch (Project). This proposal shall follow the Terms and Conditions established in the prime architectural agreement for the Project, dated October 1, 2020. Our proposal is based on the following project description and scope of services.

PROJECT DESCRIPTION

- The Project scope includes interior design as well as specification and procurement of furnishings for an approximately 8,000 square foot Amenity, comprised of multiple proximate buildings including: welcome/community center, fitness, and multi-purpose pavilion.
- This proposal is based on the project information and architectural plans reviewed with the Client to date.
- The Project schedule is as outlined in the architectural agreement, and this proposal anticipates delivery of the interior construction drawings in conjunction with the architecture as a single set of contract documents.

INTERIOR DESIGN BASIC SERVICES

Schematic Design Phase

LRK will participate in a Project kick-off meeting with the Client to determine the program requirements, aspirations, and budget objectives for the Project. During the Schematic Design Phase, LRK shall prepare the following for Owner review and approval:

- Imagery to illustrate the design character of the Project
- Schematic floor and reflected ceiling plans
- Architectural finish palette—presented in loose sample format
- Preliminary selections of furniture, finishes, plumbing fixtures, and lighting
- Preliminary furnishings budget



For purposes of this proposal LRK assumes two iterative revisions are included in the Basic Scope of Services.

Design Development Phase

In Design Development LRK will prepare the following based upon the Client approved Schematic Design:

- Floor and reflected ceiling plans
- Millwork concepts and interior elevations
- Architectural finishes as well as lighting and plumbing fixture selections
- Furniture plans, furniture selections and furnishings budget

Construction Documents Phase

Based upon the approved Design Development drawings LRK shall provide Construction Documents necessary to convey design intent for purposes of pricing and construction. The drawings shall generally consist of:

- Floor, finish, and reflected ceiling plans
- Interior elevations and details
- Fixture schedules
- Finish specifications legend
- Furniture plans for reference purposes

Construction drawings will be issued in coordination with the architectural documents to the Client and Project Team for review and approval.

Furniture specifications will be provided in binder format and require Client signature indicating approval of each specification and cost with the understanding that LRK will convert the specifications directly into purchase orders during the procurement phase of the project.

Construction Phase

Upon Client request, LRK will provide limited Construction Phase services to address any clarifications or requests for information during the construction and review submittals, shop drawings, and product data for conformance with the contract documents. We recommend this to be an hourly expense based on the Client's 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 desire for LRK's participation and the number of site visits requested.

Procurement Phase

Based on the Client approved specifications and budget, LRK on behalf of the Client shall procure and coordinate the installation for the furnishings for the Project as follows:



- Develop and maintain a project calendar to indicate milestones of procurement based on the date for Substantial Completion of the Project and the desired installation dates provided by the Client.
- Execute purchase orders for furnishings; verify current pricing per item, freight charges and any applicable taxes.
- Assist Client with selection and contract with a receiver for warehousing, delivery, and installation of furnishings.
- Monitor lead times, shipping dates, and delivery dates for executed purchase orders.
- Coordinate schedules with the Client's receiver for delivery to the Project site at the time of installation.
- Assemble two binders including all purchase orders. One binder will be provided for final approval by the Client and one will be provided for the receiver's reference.

As a courtesy and value-added service to the Client, LRK extends our professional discount, typically 40-45% off retail prices, on commercial furnishings procured for the Project. LRK's direct furnishings costs are passed through to the Client with a flat 10% accounting handling fee. Being a professional design services firm LRK does not warehouse, stock, or supply furnishings, nor do we mark up for resale the cost of the furnishings we specify and procure. Retail sources often used for accessories, décor items, etc. may not offer trade discounts, but any discount LRK receives is extended to the Client. Any and all applicable tax, shipping, handling, installation, receivers, storage, deliveries (initial, second attempts, and/or rerouted deliveries) are billed to the Client as a reimbursable expense.

Approval of each purchase order and a retainer in the full amount of the furnishings budget are required to initiate procurement. By approval of the purchase orders, the Client acknowledges that custom furnishings are being procured on the Client's behalf, and that:

- Orders may not be cancelled unless the manufacturer agrees in writing to accept the cancellation. The amount of any refund is at the manufacturer's discretion, and the Client is responsible for any associated costs.
- Changes in quantity or specifications are subject to approval by the manufacturer and may incur additional charges to the Client. Any changes must be accepted in writing by the manufacturer.
- While LRK generally specifies for nationally known, reliable, commercial furniture and retail resources with whom we have experience and relationships, not every product specified will be one we have seen or used previously. LRK makes no guarantee of Client satisfaction for furnishings.
- Manufacturers typically will not accept return of items that are received by the Client in good condition and according to the specification. If the manufacturer does accept return of an item, additional charges may be incurred by the Client for packaging, return shipping, re-stocking, etc.



Design services for changes made during the Procurement Phase, including but not limited to those outlined above, and for selections required due to compressed lead times from causes outside LRK's control shall be provided on a straight hourly fee basis as an Additional Service. Any additional furnishings-related charges incurred during the Procurement Phase will be billed to the Client as a reimbursable expense.

LRK shall not be responsible for malfeasance, neglect or failure of a Contractor, Subcontractor, manufacturer, freight company, vendor or material supplier to meet their schedules for completion or to perform their respective duties and responsibilities.

Minimum typical time frame from placing furniture orders to furniture installation is four (4) months. Requests for expedited or extended time frames could result in additional service fees and other associated costs.

Installation Phase

When the Project site is deemed Substantially Complete by the Client and the Client's General Contractor, and upon request of the Client, two (2) interior designers will attend the Project site to oversee installation of the furniture. The Client shall provide suitable space for the receipt, inspection, temporary storage, and staging of the furniture. One trip of up to 48 total on-site hours is included in the proposal for coordination of installation. Additional hours or trip(s) will be invoiced as an additional service.

If upon LRK's arrival at the Project site at the time of installation, the Project is not deemed by both the Client and LRK sufficiently ready for the installation of the furniture, LKR may terminate the trip and return for final installation as an additional service.

LRK will review the final placement of the furniture and inspect for damage, quality, assembly and function in order to determine the the requirements of the Contract Documents have been met. Design services for Client requested changes or additions during the Installation Phase, beyond what is described herein and in the procurement binder, shall be provided on a straight hourly fee basis as an Additional Service. Any additional furnishings-related charges incurred during the Procurement Phase will be billed to the Client as a reimbursable expense.

If the initial installation date is moved, any additional warehousing fees and second attempt delivery fees incurred will be invoiced monthly as a reimbursable expense.

BASIS OF COMPENSATION

For the Basic Services described above, LRK shall be compensated on a lump sum fee basis as follows, plus reimbursable expenses:

Schematic Design through Construction Documents	\$45,000
Furniture Specification and Procurement/Installation	\$40,000



ADDITIONAL SERVICES

Additional Services may include but are not limited to the following:

- Additional meetings or multiple presentations beyond those outlined in this proposal
- Revisions to documents when such revisions are inconsistent with approvals or instructions previously requested, including value engineering
- Engineering or specialty consultant services
- Client or contractor initiated changes, alternates, substitutions or evaluations of substitutions
- Design and /or FFE changes during procurement and installation phases
- Graphic design services

Additional Services will be billed based on current hourly rates or as otherwise negotiated.

FORM OF AGREEMENT

This Letter of Agreement, including the Terms and Conditions of the October 1, 2020 architectural agreement, represents the entire understanding between North River Ranch CDD and LRK Inc. with respect to Services outlined above 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 below and return for signature by LRK. A fully executed copy will be sent to you for your records.


Sincerely,

Rebecca Courtney, ASID, IIDA

LRK

Accepted For:

North River Ranch CDD

By:  _____

Date: 2/15/2021 _____

Accepted For:

LRK Inc.

By: _____

Date: _____

**North River Ranch
Community Development District**

Ratification of Funding Requests # 14 -16

NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT

Funding Requests 2021-14 - 2021-16


FR #	Description	Amount	Total
2021-14	Clearview Land Design	\$27.58	
	PFM Group Consulting		
	DM Fee January 2021	\$1,666.67	
	Reimbursables: December 2020	\$3.00	
			\$1,697.25
2021-15	PFM Group Consulting	\$7.32	
	January Reimbursables		
	Supervisor Fees - 2/10/21 Meeting	\$1,000.00	
	Vglobal Tech		
	February Website Maintenance	\$125.00	
			\$1,132.32
2021-16	Clearview Land Design	\$54.68	
	PFM Group Consulting	\$1,666.67	
			\$1,721.35

North River Ranch Community Development District

Funding Request 2021-14

1/29/2021

Item No.	Payee	Invoice #	General Fund
1	Clearview Land Design Printing & Reproduction Reimbursements	21-00180	\$ 27.58
2	PFM Group Consulting DM Fee: January 2021 Reimbursables: December 2020	DM-01-2021-0033 OE-EXP-01-33	\$ 1,666.67 \$ 3.00
			\$ 1,697.25



Secretary/Assistant Secretary



Chairman

Return to:
North River Ranch CDD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
(407) 723-5925 // LaneA@pfm.com

RECEIVED

By Amanda Lane at 11:20 am, Feb 01, 2021

North River Ranch Community Development District

Funding Request 2021-15

2/12/2021

Item No.	Payee	Invoice #	General Fund
1	PFM Group Consulting January Reimbursables	OE-EXP-02-34	\$ 7.32
2	Supervisor Fees - 02/10/2021 Meeting Dale Weidemiller	--	\$ 200.00
	Priscilla Heim	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	John Blakley	--	\$ 200.00
	Ivory Crofoot	--	\$ 200.00
3	VGlobalTech February Website Maintenance	2389	\$ 125.00
			\$ 1,132.32

Vivian Carvalho

Secretary/Assistant Secretary



Chairman

Return to:
North River Ranch CDD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
(407) 723-5925 // LaneA@pfm.com

RECEIVED

By Amanda Lane at 11:01 am, Feb 16, 2021

North River Ranch Community Development District

Funding Request 2021-16

2/19/2021

Item No.	Payee	Invoice #	General Fund
1	Clearview Land Design		
	Printing and Documentation 01/16/2021 - 02/12/2021	21-00414	\$ 22.15
	Printing and Documentation 01/16/2021 - 02/12/2021	21-00415	\$ 32.53
2	PFM Group Consulting		
	DM Fee: February 2021	DM-02-2021-0033	\$ 1,666.67
			\$ 1,721.35

Vivian Carvalho

Secretary/Assistant Secretary



Chairman

Return to:
North River Ranch CDD
c/o PFM Group Consulting
12051 Corporate Boulevard
Orlando, FL 32817
(407) 723-5925 // LaneA@pfm.com

RECEIVED

By Amanda Lane at 3:29 pm, Feb 22, 2021

**North River Ranch
Community Development District**

Review of District Financial Statements

North River Ranch CDD
Statement of Financial Position
As of 2/28/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$6,608.72				\$6,608.72
Accounts Receivable - Due from Developer	3,820.17				3,820.17
Series 2020 A1 Debt Service Reserve		\$224,051.59			224,051.59
Series 2020 A2 Debt Service Reserve		105,210.75			105,210.75
Series 2020 A3 Debt Service Reserve		100,106.97			100,106.97
Series 2020 A1 Capitalized Interest		272,379.72			272,379.72
Series 2020 A2 Capitalized Interest		187,041.33			187,041.33
Series 2020 A3 Capitalized Interest		177,967.94			177,967.94
Series 2020 A1, A2 Acq/Construction			\$5,688,475.32		5,688,475.32
Series 2020 A3 Acquisition/Construction			3,796,604.86		3,796,604.86
Series 2020 A1, A2 Cost of Issuance			35,428.89		35,428.89
Series 2020 A3 Cost of Issuance			12,480.44		12,480.44
Total Current Assets	<u>\$10,428.89</u>	<u>\$1,066,758.30</u>	<u>\$9,532,989.51</u>	<u>\$0.00</u>	<u>\$10,610,176.70</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,066,758.30	\$1,066,758.30
Amount To Be Provided				15,828,241.70	15,828,241.70
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,895,000.00</u>	<u>\$16,895,000.00</u>
Total Assets	<u>\$10,428.89</u>	<u>\$1,066,758.30</u>	<u>\$9,532,989.51</u>	<u>\$16,895,000.00</u>	<u>\$27,505,176.70</u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$2,820.17				\$2,820.17
Deferred Revenue	3,820.17				3,820.17
Accounts Payable			\$1,446.00		1,446.00
Total Current Liabilities	<u>\$6,640.34</u>	<u>\$0.00</u>	<u>\$1,446.00</u>	<u>\$0.00</u>	<u>\$8,086.34</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$16,895,000.00	\$16,895,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,895,000.00</u>	<u>\$16,895,000.00</u>
Total Liabilities	<u>\$6,640.34</u>	<u>\$0.00</u>	<u>\$1,446.00</u>	<u>\$16,895,000.00</u>	<u>\$16,903,086.34</u>

North River Ranch CDD
Statement of Financial Position
As of 2/28/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<u>Net Assets</u>					
Net Assets, Unrestricted	\$6,078.00				\$6,078.00
Current Year Net Assets, Unrestricted	(5,972.00)				(5,972.00)
Net Assets - General Government	(503.58)				(503.58)
Current Year Net Assets - General Government	4,186.13				4,186.13
				0.00	
Current Year Net Assets, Unrestricted		1,066,758.30			1,066,758.30
Net Assets, Unrestricted			(\$11,062.00)		(11,062.00)
Current Year Net Assets, Unrestricted			9,542,605.51		9,542,605.51
Total Net Assets	<u>\$3,788.55</u>	<u>\$1,066,758.30</u>	<u>\$9,531,543.51</u>	<u>\$0.00</u>	<u>\$10,602,090.36</u>
Total Liabilities and Net Assets	<u>\$10,428.89</u>	<u>\$1,066,758.30</u>	<u>\$9,532,989.51</u>	<u>\$16,895,000.00</u>	<u>\$27,505,176.70</u>

North River Ranch CDD
Statement of Activities
As of 2/28/2021

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<u>Revenues</u>					
Developer Contributions	\$43,146.45				\$43,146.45
Inter-Fund Transfers In	(5,972.00)				(5,972.00)
Debt Proceeds		\$1,404,650.70			1,404,650.70
Developer Contributions			\$5,090.00		5,090.00
Inter-Fund Transfers In			5,972.00		5,972.00
Debt Proceeds			15,490,349.30		15,490,349.30
Total Revenues	\$37,174.45	\$1,404,650.70	\$15,501,411.30	\$0.00	\$16,943,236.45
<u>Expenses</u>					
Supervisor Fees	\$5,800.00				\$5,800.00
Public Officials' Insurance	2,421.00				2,421.00
Management	8,333.35				8,333.35
Engineering	5,195.41				5,195.41
Dissemination Agent	1,250.00				1,250.00
District Counsel	10,973.50				10,973.50
Postage & Shipping	23.32				23.32
Copies	301.19				301.19
Legal Advertising	602.55				602.55
Web Site Maintenance	925.00				925.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	2,960.00				2,960.00
Other Debt Service Costs		\$337,900.00			337,900.00
Engineering			\$54,457.50		54,457.50
District Counsel			1,446.00		1,446.00
Contingency			5,902,975.04		5,902,975.04
Total Expenses	\$38,960.32	\$337,900.00	\$5,958,878.54	\$0.00	\$6,335,738.86
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income		\$7.60			\$7.60
Interest Income			\$72.75		72.75
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$7.60	\$72.75	\$0.00	\$80.35
Change In Net Assets	(\$1,785.87)	\$1,066,758.30	\$9,542,605.51	\$0.00	\$10,607,577.94
Net Assets At Beginning Of Year	\$5,574.42	\$0.00	(\$11,062.00)	\$0.00	(\$5,487.58)
Net Assets At End Of Year	\$3,788.55	\$1,066,758.30	\$9,531,543.51	\$0.00	\$10,602,090.36

North River Ranch CDD
 Budget to Actual
 For the Month Ending 2/28/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
Developer Contributions	\$ 43,146.45	\$ 42,572.90	\$ 573.55	\$ 102,175.00
Net Revenues	\$ 43,146.45	\$ 42,572.90	\$ 573.55	\$ 102,175.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 5,800.00	\$ 5,000.00	\$ 800.00	\$ 12,000.00
Public Officials' Insurance	2,421.00	1,031.25	1,389.75	2,475.00
Trustee Services	-	2,500.00	(2,500.00)	6,000.00
Management	8,333.35	8,333.35	-	20,000.00
Engineering	5,195.41	6,250.00	(1,054.59)	15,000.00
Dissemination Agent	1,250.00	2,083.35	(833.35)	5,000.00
District Counsel	10,973.50	8,333.35	2,640.15	20,000.00
Assessment Administration	-	3,125.00	(3,125.00)	7,500.00
Audit	-	2,500.00	(2,500.00)	6,000.00
Postage & Shipping	23.32	125.00	(101.68)	300.00
Copies	301.19	208.35	92.84	500.00
Legal Advertising	602.55	416.65	185.90	1,000.00
Miscellaneous	-	208.30	(208.30)	500.00
Web Site Maintenance	925.00	1,125.00	(200.00)	2,700.00
Dues, Licenses, and Fees	175.00	72.90	102.10	175.00
General Insurance	2,960.00	1,260.40	1,699.60	3,025.00
Total General & Administrative Expenses	\$ 38,960.32	\$ 42,572.90	\$ (3,612.58)	\$ 102,175.00
Total Expenses	\$ 38,960.32	\$ 42,572.90	\$ (3,612.58)	\$ 102,175.00
Net Income (Loss)	\$ 4,186.13	\$ -	\$ 4,186.13	\$ -

North River Ranch CDD

AP Vendor Detail Ledger (Unpaid Invoices - Payment Detail)

Ledger as of : 2/28/2021

Invoice Number Description	Inv.Date	Post.Date Account	Due.Date	Amount	Discount	Amount Paid	Check Date	Check No.	Bank	Balance
VENDOR: CLD - CLEARVIEW LAND DESIGN										
21-00414	02/12/21	02/19/21	03/14/21							
FR 21-16 - Printing and documentation 01/16/2021 - 02/12/2021		001-051-3000-47-01 - Copies		\$22.15						\$22.15
		INVOICE 21-00414 TOTALS:		\$22.15	\$0.00	\$0.00				\$22.15
21-00415	02/12/21	02/19/21	03/14/21							
FR 21-16 - Printing and documentation 01/16/2021 - 02/12/2021		001-051-3000-47-01 - Copies		\$32.53						\$32.53
		INVOICE 21-00415 TOTALS:		\$32.53	\$0.00	\$0.00				\$32.53
		CLEARVIEW LAND DESIGN TOTALS:		\$54.68	\$0.00	\$0.00				\$54.68
VENDOR: PFMGP - PFM GROUP CONSULTING										
DM-02-2021-0033	02/08/21	02/19/21	03/10/21							
FR 21-16 - DM fee: Feb. 2021		001-051-3000-31-02 - Management		\$1,666.67						\$1,666.67
		INVOICE DM-02-2021-0033 TOTALS:		\$1,666.67	\$0.00	\$0.00				\$1,666.67
OE-EXP-02-34	02/09/21	02/12/21	03/11/21							
FR 21-15 - Jan. postage		001-051-3000-42-01 - Postage & Shipping		\$7.32						\$7.32
		INVOICE OE-EXP-02-34 TOTALS:		\$7.32	\$0.00	\$0.00				\$7.32
		PFM GROUP CONSULTING TOTALS:		\$1,673.99	\$0.00	\$0.00				\$1,673.99
VENDOR: VGLOBAL - VGLOBALTECH										
2389	02/01/21	02/12/21	03/03/21							
FR 21-15 - Feb. website maint.		001-051-3000-49-11 - Web Site Maintenanc		\$125.00						\$125.00
		INVOICE 2389 TOTALS:		\$125.00	\$0.00	\$0.00				\$125.00
		VGLOBALTECH TOTALS:		\$125.00	\$0.00	\$0.00				\$125.00
VENDOR: VOGLER - VOGLER ASHTON, PLLC										
6602	02/19/21	02/26/21	03/21/21							
FR 21-17 - Gen. legal thru 01/31/2021		001-051-3000-31-08 - District Counsel		\$966.50						\$966.50
		INVOICE 6602 TOTALS:		\$966.50	\$0.00	\$0.00				\$966.50
		VOGLER ASHTON, PLLC TOTALS:		\$966.50	\$0.00	\$0.00				\$966.50
		LEDGER TOTALS:		\$2,820.17	\$0.00	\$0.00				\$2,820.17