

Fieldstone Community Development District

12051 Corporate Blvd., Orlando, FL 32817
Phone: 407-723-5900, Fax: 407-723-5901
www.fieldstonecdd.com

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

Call in number: 1-844-621-3956

Passcode: 790 562 990 #

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

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

General Business Matters

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

Other Business

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

Adjournment

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

MINUTES OF MEETING

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

Wednesday, April 14, 2021 at 1:30 p.m.

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

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

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

Also present at roll call via speakerphone or in person:

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

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

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

Public Comment Period

There were no members of the public present.

SECOND ORDER OF BUSINESS

General Business Matters

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Update of WTS Agreement with the District for Onsite Management Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Board reviewed Payment Authorizations # 19-21.

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

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

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

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

**Review of District Financial
Statements**

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

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

THIRD ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – No Report

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

**Audience Comments and
Supervisor Requests**

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

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

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

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

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

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

FOURTH ORDER OF BUSINESS

Adjournment

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

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

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

RESOLUTION 2021-09

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

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

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

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

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

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

DATE: _____

HOUR: _____

LOCATION: _____

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

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

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

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

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

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

ATTEST:

**FIELDTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: FY 2021/2022 Proposed Budget

Fieldstone CDD
FY 2022 Proposed O&M Budget

	Year To Date				
	Actual Through 04/30/2021	Anticipated May - Sep.	Anticipated FY 2021 Total	FY 2021 Adopted Budget	FY 2022 Proposed Budget
Revenues					
On-Roll Assessments	\$ 194,159.86	\$ -	\$ 194,159.86	\$ 571,414.50	\$ 758,826.50
Off-Roll Assessments	275,647.22	93,168.72	368,815.94	-	-
Other Assessments	3,858.96	-	3,858.96	-	-
Developer Contributions	152.01	-	152.01	-	-
Other Income & Other Financing Sources	0.83	-	0.83	-	-
Net Revenues	\$ 473,818.88	\$ 93,168.72	\$ 566,987.60	\$ 571,414.50	\$ 758,826.50
General & Administrative Expenses					
Supervisor Fees	\$ 7,400.00	\$ 5,000.00	\$ 12,400.00	\$ 12,000.00	\$ 12,000.00
POL Insurance	2,421.00	-	2,421.00	2,537.00	2,537.00
Trustee Services	11,183.94	-	11,183.94	6,000.00	12,000.00
District Management	23,333.31	16,666.69	40,000.00	40,000.00	40,000.00
Engineering	40,333.63	28,809.74	69,143.37	25,000.00	70,000.00
Dissemination Agent	5,000.00	5,000.00	10,000.00	10,000.00	10,000.00
District Counsel	11,074.50	7,910.36	18,984.86	25,000.00	25,000.00
Assessment Administration	12,500.00	-	12,500.00	12,500.00	12,500.00
Reamortization Schedules	-	250.00	250.00	250.00	250.00
Audit	2,500.00	3,500.00	6,000.00	6,000.00	6,000.00
Arbitrage Calculation	-	1,200.00	1,200.00	1,200.00	1,200.00
Postage & Shipping	439.34	313.81	753.15	100.00	1,000.00
Legal Advertising	982.80	702.00	1,684.80	5,000.00	5,000.00
Miscellaneous	8,562.85	6,116.32	14,679.17	5,000.00	10,000.00
Property Taxes	47.90	-	47.90	-	50.00
Web Site Maintenance	1,600.00	1,100.00	2,700.00	2,700.00	2,700.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Activities Director of Fun	-	4,000.00	4,000.00	20,000.00	20,000.00
Maintenance Staff	-	1,600.00	1,600.00	8,000.00	8,000.00
Mitigation	-	240.00	240.00	1,200.00	1,200.00
Stormwater - Repair and Maintenance	-	2,000.00	2,000.00	10,000.00	10,000.00
Total General & Administration Expenses	\$ 127,554.27	\$ 84,408.92	\$ 211,963.19	\$ 192,662.00	\$ 249,612.00
Brightwood Pavilion - Amenity					
Clubhouse Electric	\$ 7,457.24	\$ 5,326.60	\$ 12,783.84	\$ 6,000.00	\$ 12,000.00
Clubhouse Water	-	72.00	72.00	360.00	360.00
Amenity - Cable TV / Internet / Wi-Fi	5,014.98	3,582.13	8,597.11	6,600.00	9,000.00
Amenity - Landscape Maintenance	33,848.00	24,177.14	58,025.14	10,000.00	60,000.00
Amenity - Irrigation Repairs	5,843.35	4,173.82	10,017.17	-	10,000.00
Amenity - Pool Maintenance	6,300.00	4,500.00	10,800.00	10,800.00	10,800.00
Amenity - Exterior Cleaning	5,049.91	3,607.08	8,656.99	6,840.00	9,000.00
Amenity - Interior Cleaning	-	960.00	960.00	4,800.00	4,800.00
Amenity - Pest Control	8,979.08	6,413.63	15,392.71	-	15,000.00
Amenity - Fitness Equipment Leasing	3,544.50	2,531.79	6,076.29	8,340.00	8,340.00
Amenity - Envera Security - 8 monitored Camaras	6,990.14	4,992.96	11,983.10	9,528.00	12,000.00
Total Brightwood Pavilion - Amenity Expenses	\$ 83,027.20	\$ 60,337.14	\$ 143,364.34	\$ 63,268.00	\$ 151,300.00

Fieldstone CDD
 FY 2022 Proposed O&M Budget

	Year To Date				
	Actual Through 04/30/2021	Anticipated May - Sep.	Anticipated FY 2021 Total	FY 2021 Adopted Budget	FY 2022 Proposed Budget
Riverfield Verandah - Amenity					
Clubhouse Electric	\$ -	\$ 750.00	\$ 750.00	\$ 3,750.00	\$ 3,750.00
Clubhouse Water	-	54.00	54.00	270.00	270.00
Amenity - Cable TV / Internet / Wi-Fi	-	600.00	600.00	3,000.00	3,000.00
Amenity - Landscape Maintenance	-	900.00	900.00	4,500.00	4,500.00
Amenity - Pool Maintenance	-	1,296.00	1,296.00	6,480.00	6,480.00
Amenity - Exterior Cleaning	-	900.00	900.00	4,500.00	4,500.00
Amenity - Interior Cleaning	-	711.00	711.00	3,555.00	3,555.00
Amenity - Envera Security - 8 monitored Camaras	-	1,071.90	1,071.90	5,359.50	5,359.50
Total Riverfield Verandah - Amenity Expenses	\$ -	\$ 6,282.90	\$ 6,282.90	\$ 31,414.50	\$ 31,414.50
Field Expenses					
Electric	\$ 8,523.90	\$ 6,088.50	\$ 14,612.40	\$ 12,000.00	\$ 14,000.00
Stormwater - Repair & Maintenance	14,200.00	10,142.86	24,342.86	-	25,000.00
Equipment Rental	16,330.82	11,664.87	27,995.69	10,000.00	30,000.00
General Insurance	2,960.00	2,114.29	5,074.29	2,819.00	5,000.00
Property & Casualty Insurance	14,272.00	10,194.29	24,466.29	7,251.00	25,000.00
Water Reclaimed	5,270.34	3,764.53	9,034.87	15,000.00	10,000.00
Irrigation - Repair and Maintenance	484.90	346.36	831.26	5,000.00	1,000.00
Lake Maintenance	18,225.00	13,017.86	31,242.86	25,000.00	32,000.00
Landscaping Maintenance & Material	55,725.40	39,803.86	95,529.26	150,000.00	100,000.00
Landscape Improvements	14,175.00	10,125.00	24,300.00	10,000.00	25,000.00
Contingency	250.00	178.57	428.57	-	500.00
Equipment Repair & Maintenance	625.00	446.43	1,071.43	5,000.00	1,000.00
Street Sweeping	21,312.50	15,223.21	36,535.71	5,000.00	37,000.00
Lighting	526.95	376.39	903.34	2,000.00	1,000.00
Streetlights - Leasing	-	7,000.00	7,000.00	35,000.00	20,000.00
Total Field Expenses	\$ 172,881.81	\$ 130,487.01	\$ 303,368.82	\$ 284,070.00	\$ 326,500.00
Total Expenses	\$ 383,463.28	\$ 281,515.97	\$ 664,979.25	\$ 571,414.50	\$ 758,826.50
Income (Loss) from Operations	\$ 90,355.60	\$ (188,347.25)	\$ (97,991.65)	\$ -	\$ -
Other Income (Expense)					
Interest Income	\$ 33.36	\$ 23.83	\$ 57.19	\$ -	\$ -
Total Other Income (Expense)	\$ 33.36	\$ 23.83	\$ 57.19	\$ -	\$ -
Net Income (Loss)	\$ 90,388.96	\$ (188,323.42)	\$ (97,934.46)	\$ -	\$ -

Fieldstone CDD
Proposed FY 2022
Debt Service Budgets

	Proposed Series 2019A-1 FY 2022 Budget	Proposed Series 2019A-2 FY 2022 Budget	Proposed Series 2019A-1 (Morgan's Glen) FY 2022 Budget	Proposed Series 2019A-2 (Morgan's Glen) FY 2022 Budget
REVENUES:				
Special Assessments	\$ 902,447.50	\$ 118,368.75	\$ 494,595.00	\$ 366,600.00
TOTAL REVENUES	\$ 902,447.50	\$ 118,368.75	\$ 494,595.00	\$ 366,600.00
EXPENDITURES:				
Interest 11/01/2021	\$ 250,376.25	\$ 39,456.25	\$ 135,555.00	\$ 122,200.00
Interest 05/01/2022	250,376.25	39,456.25	135,555.00	122,200.00
Principal 05/01/2022	155,000.00	-	90,000.00	-
TOTAL EXPENDITURES	\$ 655,752.50	\$ 78,912.50	\$ 361,110.00	\$ 244,400.00
EXCESS REVENUES	\$ 246,695.00	\$ 39,456.25	\$ 133,485.00	\$ 122,200.00
Interest 11/01/2022	\$ 246,695.00	39,456.25	133,485.00	122,200.00

Fieldstone CDD
Budget Item Descriptions
FY 2021 – 2022

Revenues

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as “On-Roll Assessments.”

General & Administrative Expenses

Supervisor Fees

Chapter 190 of the Florida Statutes allows for a member of the Board of Supervisors to be compensated for meeting attendance and to receive up to \$200.00 per meeting plus payroll taxes. The amount for the Fiscal Year is based upon all supervisors attending the meetings.

POL (Public Officials’ Liability) Insurance

Supervisors’ and Officers’ liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the district trust accounts.

District Management

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

Engineering

The District’s engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the district throughout the year.

Dissemination Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the dissemination agent provides to the trustee and bond holders.

Fieldstone CDD Budget Item Descriptions FY 2021 – 2022

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Reamortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Arbitrage Calculation

Annual computations are necessary to calculate arbitrage rebate liability to ensure the District's compliance with all tax regulations.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to, monthly meetings, special meetings, and public hearings for the District.

Miscellaneous

Other general & administrative expenses incurred throughout the year.

Property Taxes

Ad Valorem taxes on District property that is not tax-exempt.

Web Site Maintenance

Website maintenance fee.

Fieldstone CDD
Budget Item Descriptions
FY 2021 – 2022

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Activities Director of Fun

Expenses related to a District staff position for District activities.

Maintenance Staff

Maintenance staff as hired by the District for miscellaneous services.

Mitigation

Cost to reduce risk of loss within the District.

Stormwater – Repair and Maintenance

Expenses related to the effort to reduce runoff of rainwater into streets and lawns.

Brightwood Pavilion – Amenity Expenses

Clubhouse Electric

The District pays for electric meters related to the Brightwood Pavilion.

Clubhouse Water

The District pays for water service related to the Brightwood Pavilion.

Amenity – Cable TV / Internet / Wi-Fi

Expenses for the Brightwood Pavilion relating to cable TV service, Internet service, and Wi-Fi service.

Amenity – Landscape Maintenance

Contracted landscaping and Common Area Maintenance within the boundaries of the Brightwood Pavilion.

Amenity – Irrigation Repairs

Inspection and repair of irrigation systems within the boundaries of the Brightwood Pavilion.

Amenity – Pool Maintenance

Cleaning and maintenance for the swimming pool at the Brightwood Pavilion.

Amenity – Exterior Cleaning

Fieldstone CDD
Budget Item Descriptions
FY 2021 – 2022

Exterior cleaning of the Brightwood Pavilion.

Amenity – Interior Cleaning

Interior cleaning of the Brightwood Pavilion.

Amenity – Pest Control

Pest control for Brightwood Pavilion.

Amenity – Fitness Equipment Leasing

Fitness equipment leasing for the Brightwood Pavilion.

Amenity – Envera Security – 8 Monitored Cameras

Envera security cameras for the Brightwood Pavilion.

Riverfield Verandah – Amenity Expenses

Clubhouse Electric

The District pays for electric meters related to the Riverfield Verandah.

Clubhouse Water

The District pays for water service related to the Riverfield Verandah.

Amenity – Cable TV / Internet / Wi-Fi

Expenses for the Riverfield Verandah relating to cable TV service, Internet service, and Wi-Fi service.

Amenity – Landscape Maintenance

Contracted landscaping and Common Area Maintenance within the boundaries of the Riverfield Verandah.

Amenity – Pool Maintenance

Cleaning and maintenance for the swimming pool at the Riverfield Verandah.

Amenity – Exterior Cleaning

Exterior cleaning of the Riverfield Verandah.

Amenity – Interior Cleaning

Interior cleaning of the Riverfield Verandah.

Amenity – Envera Security – 8 Monitored Cameras

Fieldstone CDD
Budget Item Descriptions
FY 2021 – 2022

Envera security cameras for the Riverfield Verandah.

Field Expenses

Electric

The District pays for electric meters related to the activity within the District.

Stormwater - Repair & Maintenance

Expenses related to the effort to reduce runoff of rainwater into streets and lawns.

Equipment Rental

Rental of equipment needed within the District (e.g. propane tanks, etc.)

General Insurance

General liability insurance.

Property & Casualty Insurance

Insurance to protect property and cover casualty.

Water Reclaimed

Water used for irrigation

Irrigation - Repair and Maintenance

Inspection and repair of irrigation system.

Lake Maintenance

Maintenance of lakes owned by District.

Landscaping Maintenance & Material

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

Landscape Improvements

Improvements in landscape above and beyond what is already contracted for property owned by District.

Contingency

Other expenses incurred throughout the year.

Fieldstone CDD
Budget Item Descriptions
FY 2021 – 2022

Equipment Repair & Maintenance

Repair & maintenance of District equipment.

Street Sweeping

Cost of street sweeping for District-maintained roads.

Lighting

Lighting expenses within the District.

Streetlights – Leasing

Expense where streetlight poles are leased from the utility company.

Other Income (Expense)

Interest Income

Income from interest earnings.

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review and Consideration of Supplemental
Assessment Report

SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT SERIES 2021B BONDS, FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

May 2021

Prepared for:

**Board of Supervisors,
Fieldstone Community Development District**

Prepared on May 6, 2021

PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, FL 32817



**SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT,
SERIES 2021B BONDS
FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT**

May 6, 2021

1.0 Introduction

1.1 Purpose

This Supplemental Assessment Methodology Report Series 2021B Bonds (“Supplemental Methodology”) provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Fieldstone Community Development District (“District”) to fund beneficial public infrastructure improvements and facilities. This Supplemental Methodology operates pursuant to the District’s “Supplemental Assessment Methodology Report”, dated April 12, 2019 (“Supplemental-Amended Methodology”) which supplemented the District’s “Master Assessment Methodology Report” dated January 1, 2017 (“Master Methodology”).

1.2 Background

The Fieldstone Community Development District (“District”) adopted its Master Methodology on January 11, 2017 pursuant to Resolution 2017-04. On April 12, 2017, the District Court validated \$75,000,000 in Capital Improvement Revenue Bonds that the District plans to issue in phases to fund its capital improvement plan (“CIP”). The District previously issued its Series 2019A-1 Capital Improvement Revenue Bonds and Series 2019A-2 Capital Improvement Revenue Bonds to fund infrastructure specially benefiting Fieldstone Phase 1 lands within the District. The District previously issued its Series 2019A-1 (Morgan’s Glen Project) Capital Improvement Revenue Bonds and Series 2019A-2 (Morgan’s Glen Project) Capital Improvement Revenue Bonds to fund infrastructure specially benefiting lands constituting Morgan’s Glen within the District. The District now desires to issue its Series 2021B Bonds Capital Improvement Revenue Bonds (“Series 2021B Bonds”) to fund the improvements specially benefiting the properties within Phase 1C and Phase 1D (West) (the “Phase 1C/1D West Project”) of Fieldstone Phase 1 within the District (described in Exhibit “A”).

1.3 Development Plan for the District

According to Lansdowne Partners Group, LLC (the “Developer”), the land development plan for the District has not changed. For convenience, Table 1 summarizes the development plan which includes 1,278 residential units of various sizes, 40,000 square feet of retail/commercial space, and 20,000 square feet of office space. Figure 1 shows the District and the improvements.

Figure 1. Fieldstone and Improvements Contemplated

Source: Master Developer

Table 1. Updated Development Plan for the District

Area/Phase	Lot Width Category	Units
1A	40'	119
1A	50'	81
1B	40'	77
1B	50'	58
1C	40'	99
1C	50'	75
1D (West)	60'	56
1D (East)	60'	54
2	TBD	279
Morgan's Glen	45'	61
Morgan's Glen	50'	169
Morgan's Glen	TH	150
Total Residential		1,278
Retail/Commercial		40,000
Office		20,000
Total Non-residential		60,000

Source: Master Developer

1.4 Capital Improvement Plan - the Phase 1C/1D West Project

To accommodate the development plan, the District Engineer prepared its Supplemental Engineer's Report for Phase 1C and 1D West Infrastructure Improvements, dated March 19, 2021 ("Engineer's Report") detailing the Phase 1C/1D (West) Project totaling \$9,992,544 (Table 2). The District will fund \$3,789,426 from the proceeds of the Series 2021B Bonds and the Developer will fund the balance of the Phase 1C/1D West Project. The new infrastructure improvements included in the CIP create both: (1) special benefits to assessable property within the District and (2) general benefits to lands located outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the assessable property within the District. The CIP enables the District to be developed. Without the CIP, there would be no infrastructure to support development within the District.

Table 2. Summary of Capital Improvement Plan – the Phase 1C/1D West Project

Description	Phase 1C/1D (West) Project Costs
Roadways	\$1,150,571
Street/Entry Lighting	\$127,190
Drainage	\$1,449,941
Water & Wastewater	\$1,537,519
Clearing & Earthwork	\$3,263,865
Landscaping/Lakes/Irrigation	\$99,037
Amenity Center/Trails	\$0
Professional Fees, Design & Permitting	\$472,000
Entrance Features & Signs	\$13,113
Consultants/Contingencies/Other	\$1,879,309
Total	\$9,992,544

Source: District Engineer (March 19, 2021), "Supplemental Engineer's Report for Phase 1C/1D (West) Infrastructure Improvements"

1.5 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have been found to have two general requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides wide latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculated special benefit is probably impossible. Our research suggests that only if the District's Board of Supervisors was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methodology be overturned. Even though the District's Board possesses wide latitude in adopting assessments, the methodology described herein was specifically designed to fairly and reasonably allocate assessments to the assessable properties receiving a special benefit from the implementation of the Phase 1C/1D West Project.

1.6 Special Benefits and General Benefits

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

The general public, and property owners outside the District, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which according to the Engineer's Report, is designed solely to meet the needs of the District. Lands outside this area do not depend upon the CIP to obtain, or to maintain, their development entitlements. Therefore, PFM Financial Advisors LLC, the Assessment Consultant ("AC"), believes it is reasonable to distinguish the special benefits which developable property within the District receive compared to those lying outside of this area. The Master Methodology adopted provides the analysis of the special benefits to the assessable property within the District and the general benefits to lands located outside the District.

2.0 Series 2021B Bonds Plan of Finance

The District plans to finance a portion of the cost of the Phase 1C /1D West Project by issuing its Series 2021B Bonds as shown in Table 3. The bond sizing of \$4,130,000 was provided by the District's Underwriter, MBS Capital Markets, LLC. The proceeds of the bonds will fund the District's portion of the Phase 1C/1D West Project as outlined in Table 2.

Table 3. Details of the Series 2021B Bonds

Category	Series 2021B Bonds
Construction Fund	\$3,789,426
Capitalized Interest	\$74,799
Costs of Issuance	\$183,175
Underwriter's Discount	\$82,600
Rounding	\$0
Total Par	\$4,130,000
Max Annual Debt Service	\$165,200
Average Coupon Rate	4.00%
Term (Years)	10

Source: MBS Capital Markets LLC



3.0 Assessment Methodology

3.1 Overview

The assessment methodology consists of five steps described below. First, the District Engineer estimates the costs for the District improvements needed for the buildout of the District. Second, the District Engineer determines the gross acres that benefit from the Phase 1C/1D West Project. Third, the District's bond underwriter and AC determine the total funding amount (including financing costs) needed to construct a portion of the Phase 1C/1D West Project. Fourth, consistent with the Supplemental-Amended Methodology, this amount is initially divided equally among the benefited properties in the District on a gross assessable acreage basis. Finally, as land is sold with entitlements or platted, the debt is allocated on a per lot basis on the assessable lands within the District.

As described more fully below, the District is issuing \$4,130,000 in Series 2021B Bonds to fund improvements within Phase 1C and Phase 1D (West) within Fieldstone Phase 1 of the District to provide for a debt service reserve account, to capitalize a portion of the interest on the Series 2021B Bonds, and to fund other costs associated with issuing the Series 2021B Bonds. It is the debt represented by the Series 2021B Bonds that is anticipated to be fully allocated to properties within the District that benefit from the Phase 1C/1D West Project.

3.2 Assessment Allocation

As noted above, the District has adopted its Supplemental-Amended Methodology. The Supplemental-Amended Methodology uses the equivalent residential unit ("ERU") method. In the Supplemental-Amended Methodology the standard unit is a single-family unit (50') was allocated 1 ERU. Single-family homes on larger lots were assigned higher ERU counts. For example, single-family homes (60') are assigned 1.2 ERU. Single-family homes on lots up to 40' in frontage are assigned 0.8 ERU per unit. Townhomes are allocated 0.7 ERU per unit.

At this time, the balance of District Phase 1 lands are platted. As result and as noted above, assessments are first allocated to lands within Phase 1C and Phase 1D (West) on a gross acreage basis. Upon the sale of property with specific entitlements transferred thereto or upon development completion and platting, the assessments will be allocated from a gross acreage basis to the platted lots within Phase 1C and Phase 1D (West). The Series 2021B Assessments are expected to be prepaid by the Developer at the time of lot closing with a builder.

The District's portion of the Phase 1C/1D West Project is \$3,789,426. It is the District's portion of the Phase 1C/1D West Project that is funded from the Series 2021B Bonds. Consistent with the Master Methodology and incorporating the information from the Supplemental Assessment Methodology Report dated July 1, 2019 associated with the Series 2019A-1 Capital Improvement Revenue Bonds, the allocation of the Series 2021B Bonds is a function of the master lien limits established in the Master Methodology. Table 4 displays the allocation of the Series 2021B Bonds to the benefitting properties to be developed within Phase 1C and Phase 1D (West) shown in Table 1.

Table 4. Allocation of the Series 2021B Bonds to the Benefitting Properties*

Area/Phase	Series 2021B	Series 2021B Par per Unit	Series 2021B Total Annual Assessment	Series 2021B Net Debt Service per Unit	Series 2021B Gross Debt Service per Unit (1)
1C (99 lots)	\$1,806,221	\$18,245	\$72,249	\$729.79	\$784.72
1C (75 lots)	\$1,233,560	\$16,447	\$49,342	\$657.90	\$707.42
1D (West – 56 lots)	\$1,090,219	\$19,468	\$43,609	\$778.73	\$837.34
Total	\$4,130,000		\$165,200		

Source: PFM Financial Advisors LLC; *Assessments will be responsibility of the Developer and paid down at the time of closing with a builder
 (1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

3.3 True-Up Mechanism

The true up mechanism provides a critical safeguard in the assessment process preventing a buildup of debt on undeveloped property. The mechanism has two parts: (1) establishment of the Ceiling Amount and (2) application of the test to assure the Ceiling is not exceeded.

The Ceiling Amount is established whenever the District issues debt by dividing: (a) the debt that is not allocated to platted properties by (b) the number of unplatted and developable acres. For example, if the District had \$100 of debt that was not allocated to platted properties and 10 acres of unplatted and developable gross acres, the Ceiling Amount would be \$10 per acre. Each time the District issues debt, the Ceiling Amount is reset according to the formula outlined previously. As noted in Table 3, the District is issuing \$4,130,000 in Series 2021B Bonds to fund its portion of the Phase 1C/1D West Project and according to the Engineer’s Report the Phase 1C and Phase 1D (West) lands total 111.81 acres, which yields a Ceiling Amount of \$36,939 (\$4,130,000 / 111.81).

As adopted by the District’s Board of Supervisors in the Master Methodology, a test will be conducted when 25%, 50%, 75%, and 90% of the acreage as the District is developed. The Ceiling Amount of debt is determined at the time any District bond issuance is closed. The ceiling amount is the ratio of the amount of debt outstanding divided by the number of acres of land for which no debt allocation has occurred as per this methodology. Table 5 illustrates when the true-up test will be applied to determine if debt reduction payments are required. However, if the property owner can demonstrate to the District sufficient future development densities (consistent with the opinion of the District Engineer), a true-up payment may be suspended at the District’s discretion.

Table 5. True-Up Thresholds

Phase 1C & Phase 1D (West)	25%	50%	75%	90%	100%
Platted Developable Acres	29.75	59.50	89.25	107.10	111.81
Unplatted Developable Acres	89.25	59.50	29.75	11.90	0.00
Debt Ceiling per Acre	\$36,939	\$36,939	\$36,939	\$36,939	\$36,939

Source: PFM Financial Advisors LLC

4.0 Assessment Roll

Table 6 outlines the bond principal assessment per assessable acre for the District's acres within Phase 1C and Phase 1D (West). A description of the District, which will be assessed to secure the repayment of the District's Series 2021B Bonds, is found in Exhibit "A." The Series 2021B Assessments are expected to be prepaid by the Developer at the time of lot closing with a builder.

Table 6. Assessment Roll

Parcel ID Numbers	Acres	Par Debt	Annual Assessment	Administrative Fees	Gross Annual Assessment (1)
Exhibit "A"	111.81	\$4,130,000	\$165,200	\$12,434	\$177,634

Source: PFM Financial Advisors LLC

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



Exhibit A – Legal Description*

*via plat Legal Description as prepared by the certifying Surveyor and Mapper

A tract of land lying in Section 19, Township 33 South, Range 19 East, Manatee County, Florida, being a portion of Lots 1 through 13, Block 2 and Lots 6, 7 and 8, Block 1 of the plat on Manatee River Farms, Unit 1, recorded in Plat Book 6, Page 45 and a strip along the north and northeast lines of Tract 404, North River Ranch, Phase IA-1, recorded in Plat Book 67, Page 24, all in the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northwest corner of said Section 19; thence S.89°08'38"E., along the north line of said Section 19, a distance of 3,290.63 feet to the northwest corner of North River Ranch, Phase IB & ID as recorded in Plat Book 68, Page 125, Public Records of Manatee County, Florida; thence along the west line of said plat for the following seven (7) calls: (1) thence S.00°00'00"E., a distance of 196.49 feet; (2) thence S.62°52'07"E., a distance of 121.45 feet; (3) thence S.20°54'20"W., a distance of 177.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 96°13'33"; (4) thence westerly along the arc of said curve, a distance of 41.99 feet to the end of said curve; (5) thence S.21°21'09"W., non-tangent to the last stated curve, a distance of 50.26 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 96°09'19"; (6) thence southerly along the arc of said curve, a distance of 41.96 feet, said curve having a chord bearing and distance of S.14°47'28"E., 37.20 feet, to the point of compound curvature of a curve to the right having a radius of 275.00 feet and a central angle of 22°30'28"; (7) thence southwesterly along the arc of said curve, a distance of 108.03 feet to the end of said curve, said point being on a line 0.70 feet southwesterly of the northerly line of Tract 404 in the plat of North River Ranch, Phase IA-1, as recorded in Plat Book 67, Page 24 in said Public Records; thence N.62°52'07"W., along a line 0.70 feet southwesterly of said northerly line of Tract 404, a distance of 589.36 feet to the point of curvature of a curve to the left having a radius of 45.00 feet and a central angle of 26°16'31"; thence westerly along the arc of said curve, a distance of 20.64 feet to the point of tangency of said curve; thence N.89°08'38"W., along a line 0.70 feet southwesterly of said northerly line of Tract 404, a distance of 519.64 feet to a point on the northeasterly boundary of said North River Ranch, Phase IA-1, also being the point of curvature of a non-tangent curve to the right, having a radius of 715.00 feet and a central angle of 17°24'33"; thence along the westerly line of said plat for the following four (4) calls: (1) thence southerly along the arc of said curve, a distance of 217.25 feet, said curve having a chord bearing and distance of S.13°17'42"W., 216.41 feet, to the point of tangency of said curve; (2) thence S.21°59'59"W., a distance of 235.02 feet to the point of curvature of a curve to the left having a radius of 145.00 feet and a central angle of 21°08'25"; (3) thence southerly along the arc of said curve, a distance of 53.50 feet to the point of tangency of said curve; thence S.00°51'33"W., a distance of 228.53 feet to a point on the northerly line of the abovementioned North River Ranch, Phases IB & ID, also being the point of curvature of a non-tangent curve to the right, having a radius of 775.00 feet and a central angle of 04°51'49"; thence along the northerly & west boundary of said plat for the following eight (8) calls: (1) thence westerly along the arc of said curve, a distance of 65.79 feet, said curve having a chord bearing and distance of S.88°25'39"W., 65.77 feet, to the point of tangency of said curve; (2) thence N.89°08'27"W., a distance of 39.29 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; (3) thence northwesterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; (4) thence N.89°08'27"W., non-tangent to the last stated curve, a distance of 50.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 90°00'00"; (5) thence southwesterly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of S.45°51'33"W., 35.36 feet, to the end of said curve; (6) thence S.00°51'33"W., non-tangent to the last stated curve, a distance of 50.00 feet; (7) thence N.89°08'27"W., a



distance of 355.72 feet; (8) thence S.00°50'17"W., a distance of 1,489.55 feet to a point on the north right-of-way line of Moccasin Wallow Road (variable width maintained public right-of-way) as recorded in Road Plat Book 4, Page 153, said Public Records; thence along said north right-of-way line of Moccasin Wallow Road for the following two (2) calls: (1) thence N.89°07'55"W., a distance of 1,406.96 feet; (2) thence N.88°01'42"W., a distance of 16.92 feet to a point on the west line of the abovementioned Section 19; thence N.00°08'36"E., along said west Section line, a distance of 2,578.95 feet to the POINT OF BEGINNING.

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-10, Special
Assessment Bonds for Series 2021B

RESOLUTION 2021-10

A RESOLUTION SETTING FORTH THE TERMS OF THE DISTRICT’S SPECIAL ASSESSMENT BONDS, SERIES 2021B; CONFIRMING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; CONFIRMING AND LEVYING SPECIAL ASSESSMENTS ON THE PROPERTY SPECIFICALLY BENEFITTED BY SUCH PROJECTS TO PAY THE COST OF THE IMPROVEMENTS THEREON; CONFIRMING THE ADOPTION OF THE SUPPLEMENTAL ENGINEER’S REPORT; CONFIRMING THE ADOPTION OF THE SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2021B BONDS; PROVIDING FOR THE REALLOCATION OF SPECIAL ASSESSMENTS AND APPLICATION OF PREPAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF NOTICE OF SERIES 2021B SPECIAL ASSESSMENTS LIENS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Fieldstone Community Development District (“District”) has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District’s Board of Supervisors (“Board”) has previously adopted, after notice and public hearing, Resolutions 2019-05, 2019-06 and 2019-07, (collectively, the “Assessment Resolutions”), relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2019-07 and Chapter 170, Florida Statutes, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the

project to be completed with a series of bonds and the terms of the bond issue; and

WHEREAS, on May 18, 2021, the District expects to close on its \$4,130,000 Capital Improvement Revenue Bonds, Series 2021B (Phase 1C/1D (West) Project) (the "Series 2021B Bonds"), all pursuant to Chapter 190, Florida Statutes, as amended (the "Act"), a Master Trust Indenture, dated as of July 1, 2019, (the "Master Indenture"), as supplemented by a Third Supplemental Trust Indenture, dated as of May 1, 2021, ("Indenture"), each by and between the District and U.S. Bank National Association, as trustee, (the "Trustee"), and Resolution No. 2017-03 adopted by the District on December 14, 2016, as supplemented by Resolution No. 2021-08 adopted by the District on April 2, 2021, (collectively, the "Bond Resolution"); and

WHEREAS, on April 17, 2019, the District adopted that certain Supplemental Engineer's Report For Phase 1 and Morgan's Glen Infrastructure Improvements, dated April 12, 2019, and approved by the District on April 17, 2019, as same was further Amended and Restated on June 12, 2019, and approved by the District on June 21, 2019, (the "Master Engineer's Report"); and

WHEREAS, on April 2, 2021, the District adopted that certain Fieldstone Community Development District Supplemental Engineer's Report For Phase 1C and 1D West Infrastructure Improvements dated March 19, 2021, (the "Supplemental Engineer's Report), outlining the capital improvement project to be funded by the Series 2021B Bonds (the "Series 2021B Project"), which Supplemental Engineer's Report is attached hereto as Exhibit "A," and incorporated herein; and

WHEREAS, on January 11, 2017, the District adopted that certain Master Assessment Methodology Report, dated January 1, 2017, (the "Master Assessment Report"), which Master Assessment Report has been further supplemented, as it relates to the Phase 1C/1D (West)

Project, by that certain Supplemental Assessment Methodology Report Series 2021B Bonds, Fieldstone Community Development District, dated March 31, 2021, and approved by the District on April 2, 2021, as same has been further updated and dated as of May 6, 2021, and approved by the District on May 12, 2021, (the “Supplemental Assessment Report”), attached hereto as Exhibit “B,” and incorporated herein; and

WHEREAS, the Supplemental Engineer’s Report and Supplemental Assessment Report both provide for the specific improvements and specific special assessments relating to the Series 2021B Bonds; and the District does hereby approve, ratify and confirm same.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, Florida Statutes, and Resolution 2019-07.

SECTION 2. FINDINGS. The Board of Supervisors of the Fieldstone Community Development District hereby finds and determines as follows:

(a) The District, after due notice and public hearing, adopted the Assessment Resolutions, which Assessment Resolutions, among other things, imposed, levied and provided for the collection of special assessments on property benefiting from the improvements authorized by the District. The Assessment Resolutions provided that as each series of bonds were issued to fund all or any portion of the District’s improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certifying the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due.

(b) The Supplemental Engineer's Report identifies and describes the presently expected components of the improvements to be partially financed with the Series 2021B Bonds (the "2021B Improvements"), and the estimated costs of the 2021B Improvements. The District hereby confirms that the 2021B Improvements serve a proper, essential and valid public purpose. The Supplemental Engineer's Report, attached hereto as Exhibit "A," is hereby adopted, approved, ratified and confirmed; and the District ratifies its use in connection with the sale and closing of the Series 2021B Bonds.

(c) The Supplemental Assessment Report applies the adopted Assessment Methodology as set forth in Resolution 2019-07 to the 2021B Improvements and the actual terms of the Series 2021B Bonds. The Supplemental Assessment Report, attached hereto as Exhibit "B," is hereby adopted, approved, ratified and confirmed; and the District ratifies its use in connection with the sale and closing of the Series 2021B Bonds.

(d) The 2021B Improvements will specially benefit certain property, the legal description of which is attached hereto as Exhibit "C," and incorporated herein, (the "2021B Lands"), which 2021B Lands are further described as: All lots and lands adjoining and contiguous or bounding and abutting the 2021B Improvements or specially benefitted thereby and further designated by the assessment plat. The Series 2021B Assessments shall be levied on the 2021B Lands. It is reasonable, proper, just and right to assess the portion of the costs of the 2021B Improvements financed with the Series 2021B Bonds to the specially benefitted properties within the District as set forth in Resolution 2019-07 and this Resolution 2021-10.

SECTION 3. CONFIRMATION OF ASSESSMENT LIEN FOR THE SERIES 2021B BONDS. As provided in Resolution 2019-07 and herein, this Resolution is intended to set forth the terms of the final amount of the lien of the special assessments securing those bonds.

The lien of the special assessments securing the Series 2021B Bonds on the respective 2021B Lands shall be the principal amount due on the respective Series 2021B Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE SERIES 2021B BONDS.

(a) The special assessments for the Series 2021B Bonds shall be allocated in accordance with the Supplemental Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the District's Series 2021B Bonds. The estimated costs of collection of the special assessments for the Series 2021B Bonds are as set forth in the Supplemental Assessment Report, which report may be further amended from time to time.

(b) The lien of the special assessments securing the Series 2021B Bonds includes all property within the 2021B Lands, and as such land is ultimately defined and set forth in plats or other designations of developable acreage. To the extent land is added to the District, the District may, by supplemental resolution, determine such land to be benefited by the 2021B Improvements and reallocate the special assessments securing the Series 2021B Bonds and impose special assessments on the newly added and benefited property.

(c) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Manatee County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Manatee County Tax Collector and Manatee County

Property Appraiser, to collect the Series 2021B Bond special assessments on platted or developed lands using the Uniform Method in Chapter 197, Florida Statutes. The District may, to the extent possible, directly bill, collect and enforce the Series 2021B Bond special assessments on unplatted lands. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt as and when due and to collect special assessments on unplatted property using any method available to the District and authorized by Florida law.

SECTION 5. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein, and specifically in the Supplemental Assessment Report shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book, and to the extent same have already been recorded in the District's Improvement Lien Book pursuant to Resolution 2019-07, shall be further ratified and confirmed as set forth herein. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. This Resolution and the Special Assessments set forth herein are intended to supplement those special assessments set forth in Resolution 2019-07, which assessments set forth therein shall remain legal, valid and binding first liens on the lands within the District, specifically the 2021B Lands.

SECTION 6. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2019-07, which Resolution remains in full force and effect.

This Resolution and Resolution 2019-07 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof relating to the 2021B Lands in actual conflict with this Resolution are, to the extent of such conflict, superseded.

SECTION 7. ASSESSMENT NOTICE. The District’s Secretary is hereby directed and ordered to record a Notice of Series 2021B Special Assessments Liens securing the Series 2021B Bonds and liens in the Official Records in and for Manatee County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. 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.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Fieldstone Community Development District, this 12th day of May, 2021.

ATTEST:

**FIELDSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Asst. Secretary

Pete Williams, Chairman

Exhibit “A”: Supplemental Engineer’s Report

Exhibit “B”: Supplemental Assessment Report

Exhibit “C”: Designated Series 2021B Bonds Lands Legal Description

EXHIBIT "A"

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

SUPPLEMENTAL ENGINEER'S REPORT FOR PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS

Prepared for:
Fieldstone Community Development District
c/o District Manager
PMF Group Consulting LLC
12051 Corporate Blvd.
Orlando, FL 32817

Prepared by:
Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota, FL 34240

March 19, 2021

**FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS**

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FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS

March 19, 2021

SECTION A. INTRODUCTIONS

1. General

The Fieldstone Community Development District ("District") was created by and operates under Chapter 190, Florida Statutes, the Uniform Community Development District Act of 1980. The District was created to construct and maintain public works and utilities including water, sewer, drainage, irrigation, water management, parks, recreational facilities, and roadway or related activities. The Fieldstone Community Development District was established by Manatee County Ordinance No. 15-16 enacted by the Manatee County Board of County Commissioners on April 2, 2015. The District subsequently expanded its boundaries by 117.309 acres pursuant to Manatee County Ordinance No. 19-23, to include Morgan's Glen for a total of 697.885 acres.

2. Purpose and Scope

The purpose of this Supplemental Engineer's Report for Phase 1C and 1D West is to provide a description of the Phase 1C and 1D West Project and the proposed capital improvements to serve it. These improvements will thereafter be owned, operated and/or maintained by either The District or another legally empowered governmental entity. This report serves as a supplement to the **Supplemental Engineer's Report for Phase 1 and Morgan's Glen Infrastructure Improvements Amended and Restated on June 12, 2019**, and specifically address the Phase 1C and 1D West improvements.

3. Lands in Fieldstone CDD

An Aerial Location Map showing the location of the District is included as Exhibit A. The Legal Description(s) and Sketch(s) are included as Exhibit B and reflect the lands of The District and depicting Phase 1C and 1D West within The District. These lands total approximately 697.885 acres which includes the 111.8072 acres Phase 1C and 1D West area. The expanded area is referred to as Phase 1C and 1D west.

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS

March 19, 2021

SECTION B. EXISTING CONDITIONS

1. Topography

The area within the District is relatively flat with site elevations ranging from approximately 28 feet elevation to 40 feet elevation based on 2007 Southwest Florida Water Management District contour maps, and the project survey based on NGVD Vertical Datum. The lower elevations occur in the wetlands and along the perimeters of the site while the higher elevations are located near the south central section of the site. The land within the District is primarily undeveloped row crops, citrus and rangelands, and wetlands.

2. Soil and Vegetation

Based on the Soil Survey of Manatee County, Florida, prepared by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS), the predominant surficial soil types within the District are identified as SCS Soil No. 20, EauGallie Fine Sands and SCS Soils No. 26, Floridana – Immokalee - Okeelanta association. SCS Soil No. 20 is a nearly level, poorly drained soil in broad areas of flatwoods. Slopes are smooth and range from 0 to 2 percent. SCS unit No. 26 consists of nearly level, very poorly drained Floridana soils, poorly drained Immokalee soils, and very poorly drained Okeelanta soils. Generally, these soils are in and near wetland areas. Other soil types present are No. 7, Canova; No. 6, Delray; No. 22, Felda; No. 25, Floridana; No. 38, Palmetto; and No. 48, Wabasso.

The property within the District currently consists of various vegetative communities comprised of both upland and wetland habitats. Several of the vegetation communities have been modified as a result of onsite agricultural activities including ditching and fire suppression.

3. Land Use and Zoning – Phase 1C and 1D West

Phase 1C and 1D West is located within unincorporated Manatee County, Florida and is currently undeveloped and zoned PDMU.

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS

March 19, 2021

SECTION C. INFRASTRUCTURE PLANS

1. Proposed Infrastructure Improvements

The District is intended to be formed in order to finance infrastructure design and construction required to provide public infrastructure for the project and its' ultimate property owners.

The improvements for the project will be consistent with the Manatee County Land Development Code and Implementing Ordinances, studies, plans, and may include:

- Public Roadways, including thoroughfares, arterial, collector, or local streets
- Stormwater Improvements
- Water and Sewer facilities
- Master Irrigation facilities
- Public Roadway Landscape, Lighting, Signage, Gates, and Furnishings
- Entry features
- Engineering and Contingencies
- Drainage
- Lakes
- Parks/ Trails
- Amenity Center
- All other improvements, infrastructure and facilities authorized by Chapter 190, Florida Statutes

Access to the project will be provided via an extension of Gallatin Trail and Little River Way. Potable water, reclaimed water and sanitary sewer services will be provided by Manatee County Utilities.

2. Permitting

Required permits already received or ones that will be applied for are summarized in Table 1. It is our opinion that there are no technical reasons existing at this time which would prohibit the permitting and construction of the planned infrastructure, subject to continued compliance with agency criteria and conditions of the already approved plans and permits.

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS

March 19, 2021

Permits necessary to complete the Phase 1C and 1D West Project have either been obtained as described above, or, in our opinion, are obtainable from the permitting agencies, subject to reasonable, normal and customary permit conditions.

Table 1
Permitting Status

Permit	Permit Number	Date Approved
Zoning w/ Preliminary Site Plan (The Villages of Amazon South)	PDMU-13-37(Z)(P)	9/4/2014
Manatee County Construction Plan – (North River Ranch Phase 1B, 1C & 1D)	PDMU-13-37/19-S-22(P)/FSP-19-37	2/24/2020
Manatee County Final Site Plan – (North River Ranch Phase 1B, 1C & 1D)	PDMU-18-06/PSP-19-01/19-S-22(P)/FSP-19-37	2/19/2020
State – ERP ¹ (North River Ranch Phase 1B, 1C & 1D)	43030935.017	10/15/2019
State – DEP ² Potable Water – (North River Ranch Phase 1B, 1C & 1D)	133068-1380-DSGP/02	5/19/2020
State – DEP ² Wastewater (North River Ranch Phase 1B, 1C & 1D)	CS41-0182186-298-DWC/CM	6/1/2020
Federal – Army Corp of Engineers (Phase 1, Villages of Amazon South)	SAJ-2014-01056_20180328	3/28/2018

¹ Environmental Resource Permit (ERP)

² Department of Environmental Protection (DEP)

3. Summary of Proposed Master Improvement Costs for Phase 1C and 1D west

Table 2 lists the components of the planned improvements proposed to be constructed by the District for Phase 1C and 1C West, together with their proposed costs of design and construction. The Table also includes an estimate of administrative, engineering, and other fees and contingencies associated with the improvements.

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS

March 19, 2021

SECTION D. MAINTENANCE RESPONSIBILITIES

Maintenance and operational responsibilities of the Project will include the following:

1. Maintenance and operation of the Entry features and Landscaping and Irrigation associated with the roadway system are expected to be the responsibility of the District.
2. Maintenance and operation of the potable water and sanitary sewer systems will be the responsibility of Manatee County and/or the District.
3. Maintenance and operation of the stormwater management system will be the responsibility of the District.
4. Maintenance and operation of the off-site roadway improvements will be the responsibility of Manatee County.
5. Maintenance and operation of the street lighting not owned by Manatee County will be the responsibility of the District.
6. Maintenance of all other improvements, infrastructure and facilities authorized by Chapter 190, Florida Statutes will be the responsibility of the District.
7. Maintenance and operation of roadways and gates will be the responsibility of the District.

**FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS**

March 19, 2021

SECTION E. SUMMARY AND CONCLUSION

The Improvements as outlined are necessary for the functional development of the Phase 1C and 1D West. The Project is being designed in accordance with current governmental regulatory requirements. The Project will serve its intended function so long as the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans. It should be noted that although these Improvements are required for the District, a portion may also serve other adjacent lands.

It is our professional opinion that the infrastructure costs provided herein for the District Improvements for the Project are reasonable to complete the construction of the infrastructure described herein and that these Infrastructure Improvements will benefit and add value to the District. These estimated costs are based upon prices currently being experienced for similar items of work in Southwest Florida and expected inflation in the future. Actual costs may vary based on final engineering, planning and approvals from regulatory agencies.

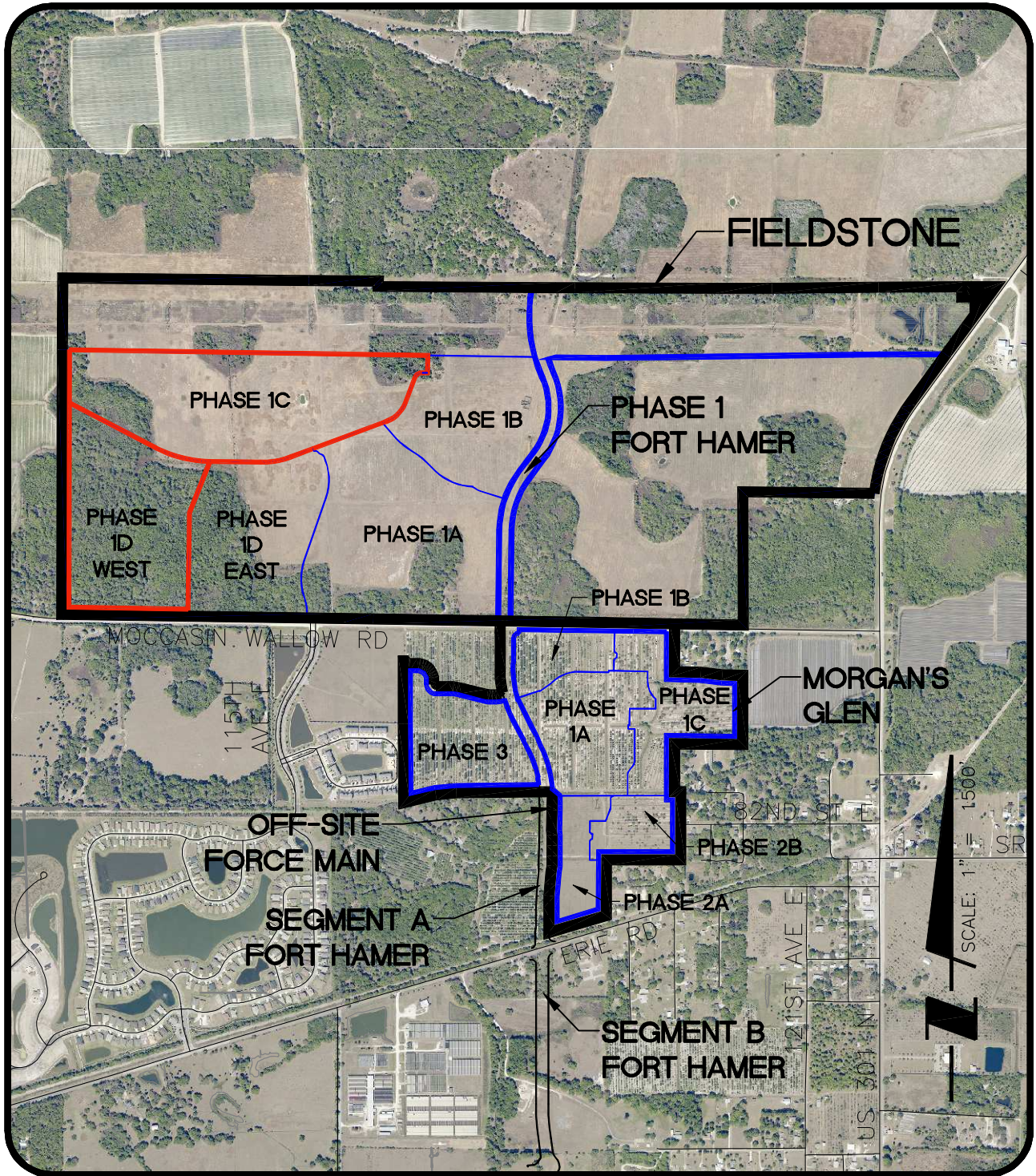
**FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS**

March 19, 2021

EXHIBIT A - AERIAL LOCATION MAP



FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT-PHASE 1C AND 1D WEST



PROJECT: FIELDSTONE CDD-PHASE 1C AND 1D WEST

CLIENT: NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
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The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

SCALE:	AS SHOWN	DATE:	3/18/21
SEC:	17,18	TWP:	33
		RGE:	19
PROJECT NO.	215611912		
DRWN BY/EMP NO.	TMG/95367		
INDEX NO:			
SHEET NO:	1 OF 1		

**FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 1C AND 1D WEST INFRASTRUCTURE IMPROVEMENTS**

March 19, 2021

EXHIBIT B – SKETCH AND LEGAL DESCRIPTION



CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	25.00'	96°13'33"	41.99'	37.22'	S69°01'07"W
C2	25.00'	96°09'19"	41.96'	37.20'	S14°47'28"E
C3	275.00'	22°30'28"	108.03'	107.34'	S44°32'26"W
C4	45.00'	26°16'31"	20.64'	20.46'	N76°00'23"W
C5	715.00'	17°24'33"	217.25'	216.41'	S13°17'42"W
C6	145.00'	21°08'25"	53.50'	53.20'	S11°25'46"W
C7	775.00'	4°51'49"	65.79'	65.77'	S88°25'39"W
C8	25.00'	90°00'00"	39.27'	35.36'	N44°08'27"W
C9	25.00'	90°00'00"	39.27'	35.36'	S45°51'33"W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S62°52'07"E	121.45'
L2	S20°54'20"W	177.40'
L3	S21°21'09"W	50.26'
L4	N89°08'27"W	39.29'
L5	N89°08'27"W	50.00'
L6	S00°51'33"W	50.00'
L7	N89°08'27"W	355.72'

FOR: FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

This is NOT a Survey and Not valid without all sheets.

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SKETCH & DESCRIPTION OF
NORTH RIVER RANCH, PHASES 1C & 1D-WEST
SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA



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TASK CODE: 210	DRAWN BY: RRC	CHKD BY: RRC	CAD FILE: 215613809v-pl1c2dw-sketch-desc	PROJECT NO: 215613809	SHEET 2 OF 3	DRAWING INDEX NO: B215613809	REV:
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PROPOSED NORTH RIVER RANCH, PHASES 1C & 1D-WEST

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

A tract of land lying in Section 19, Township 33 South, Range 19 East, Manatee County, Florida, being a portion of Lots 1 through 13, Block 2 and Lots 6, 7 and 8, Block 1 of the plat on Manatee River Farms, Unit 1, recorded in Plat Book 6, Page 45 and a strip along the north and northeast lines of Tract 404, North River Ranch, Phase IA-1, recorded in Plat Book 67, Page 24, all in the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northwest corner of said Section 19; thence S.89°08'38"E., along the north line of said Section 19, a distance of 3,290.63 feet to the northwest corner of North River Ranch, Phase IB & ID as recorded in Plat Book 68, Page 125, Public Records of Manatee County, Florida; thence along the west line of said plat for the following seven (7) calls: (1) thence S.00°00'00"E., a distance of 196.49 feet; (2) thence S.62°52'07"E., a distance of 121.45 feet; (3) thence S.20°54'20"W., a distance of 177.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 96°13'33"; (4) thence westerly along the arc of said curve, a distance of 41.99 feet to the end of said curve; (5) thence S.21°21'09"W., non-tangent to the last stated curve, a distance of 50.26 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 96°09'19"; (6) thence southerly along the arc of said curve, a distance of 41.96 feet, said curve having a chord bearing and distance of S.14°47'28"E., 37.20 feet, to the point of compound curvature of a curve to the right having a radius of 275.00 feet and a central angle of 22°30'28"; (7) thence southwesterly along the arc of said curve, a distance of 108.03 feet to the end of said curve, said point being on a line 0.50 feet southwesterly of the northerly line of Tract 404 in the plat of North River Ranch, Phase IA-1, as recorded in Plat Book 67, Page 24 in said Public Records; thence N.62°52'07"W., along a line 0.70 feet southwesterly of said northeasterly line of Tract 404, a distance of 589.36 feet to the point of curvature of a curve to the left having a radius of 45.00 feet and a central angle of 26°16'31"; thence westerly along the arc of said curve, a distance of 20.64 feet to the point of tangency of said curve; thence N.89°08'38"W., along a line 0.70 feet southerly of said northerly line of Tract 404, a distance of 519.64 feet to a point on the northeasterly boundary of said North River Ranch, Phase IA-1, also being the point of curvature of a non-tangent curve to the right, having a radius of 715.00 feet and a central angle of 17°24'33"; thence along the westerly line of said plat for the following four (4) calls: (1) thence southerly along the arc of said curve, a distance of 217.25 feet, said curve having a chord bearing and distance of S.13°17'42"W., 216.41 feet, to the point of tangency of said curve; (2) thence S.21°59'59"W., a distance of 235.02 feet to the point of curvature of a curve to the left having a radius of 145.00 feet and a central angle of 21°08'25"; (3) thence southerly along the arc of said curve, a distance of 53.50 feet to the point of tangency of said curve; thence S.00°51'33"W., a distance of 228.53 feet to a point on the northerly line of the abovementioned North River Ranch, Phases IB & ID, also being the point of curvature of a non-tangent curve to the right, having a radius of 775.00 feet and a central angle of 04°51'49"; thence along the northerly & west boundary of said plat for the following eight (8) calls: (1) thence westerly along the arc of said curve, a distance of 65.79 feet, said curve having a chord bearing and distance of S.88°25'39"W., 65.77 feet, to the point of tangency of said curve; (2) thence N.89°08'27"W., a distance of 39.29 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; (3) thence northwesterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; (4) thence N.89°08'27"W., non-tangent to the last stated curve, a distance of 50.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 90°00'00"; (5) thence southwesterly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of S.45°51'33"W., 35.36 feet, to the end of said curve; (6) thence S.00°51'33"W., non-tangent to the last stated curve, a distance of 50.00 feet; (7) thence N.89°08'27"W., a distance of 355.72 feet; (8) thence S.00°50'17"W., a distance of 1,489.55 feet to a point on the north right-of-way line of Moccasin Wallow Road (variable width maintained public right-of-way) as recorded in Road Plat Book 4, Page 153, said Public Records; thence along said north right-of-way line of Moccasin Wallow Road for the following two (2) calls: (1) thence N.89°07'55"W., a distance of 1,406.96 feet; (2) thence N.88°01'42"W., a distance of 16.92 feet to a point on the west line of the abovementioned Section 19; thence N.00°08'36"E., along said west Section line, a distance of 2,578.95 feet to the POINT OF BEGINNING.

Said Tract contains 4,870,320 square feet or 111.8072 acres, more or less.

FOR: FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT
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This is NOT a Survey and Not valid without all sheets.

SKETCH & DESCRIPTION OF
 NORTH RIVER RANCH, PHASES 1C & 1D-WEST
 SECTION 19, TOWNSHIP 33 SOUTH, RANGE 19 EAST
 MANATEE COUNTY, FLORIDA



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EXHIBIT "B"



SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT SERIES 2021B BONDS, FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

May 2021

Prepared for:

**Board of Supervisors,
Fieldstone Community Development District**

Prepared on May 6, 2021

PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, FL 32817



**SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT,
SERIES 2021B BONDS
FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT**

May 6, 2021

1.0 Introduction

1.1 Purpose

This Supplemental Assessment Methodology Report Series 2021B Bonds (“Supplemental Methodology”) provides a system for the allocation of non-ad valorem special assessments securing the repayment of bond debt planned to be issued by the Fieldstone Community Development District (“District”) to fund beneficial public infrastructure improvements and facilities. This Supplemental Methodology operates pursuant to the District’s “Supplemental Assessment Methodology Report”, dated April 12, 2019 (“Supplemental-Amended Methodology”) which supplemented the District’s “Master Assessment Methodology Report” dated January 1, 2017 (“Master Methodology”).

1.2 Background

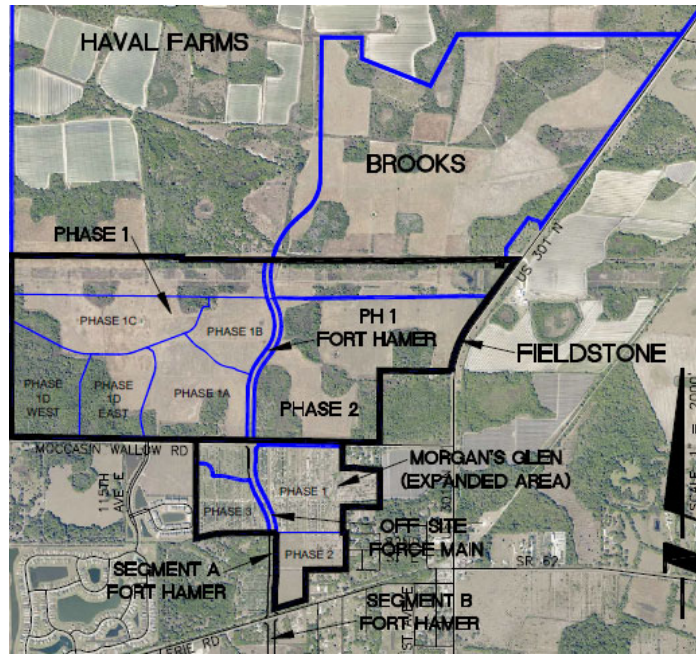
The Fieldstone Community Development District (“District”) adopted its Master Methodology on January 11, 2017 pursuant to Resolution 2017-04. On April 12, 2017, the District Court validated \$75,000,000 in Capital Improvement Revenue Bonds that the District plans to issue in phases to fund its capital improvement plan (“CIP”). The District previously issued its Series 2019A-1 Capital Improvement Revenue Bonds and Series 2019A-2 Capital Improvement Revenue Bonds to fund infrastructure specially benefiting Fieldstone Phase 1 lands within the District. The District previously issued its Series 2019A-1 (Morgan’s Glen Project) Capital Improvement Revenue Bonds and Series 2019A-2 (Morgan’s Glen Project) Capital Improvement Revenue Bonds to fund infrastructure specially benefiting lands constituting Morgan’s Glen within the District. The District now desires to issue its Series 2021B Bonds Capital Improvement Revenue Bonds (“Series 2021B Bonds”) to fund the improvements specially benefiting the properties within Phase 1C and Phase 1D (West) (the “Phase 1C/1D West Project”) of Fieldstone Phase 1 within the District (described in Exhibit “A”).

1.3 Development Plan for the District

According to Lansdowne Partners Group, LLC (the “Developer”), the land development plan for the District has not changed. For convenience, Table 1 summarizes the development plan which includes 1,278 residential units of various sizes, 40,000 square feet of retail/commercial space, and 20,000 square feet of office space. Figure 1 shows the District and the improvements.



Figure 1. Fieldstone and Improvements Contemplated



Source: Master Developer

Table 1. Updated Development Plan for the District

Area/Phase	Lot Width Category	Units
1A	40'	119
1A	50'	81
1B	40'	77
1B	50'	58
1C	40'	99
1C	50'	75
1D (West)	60'	56
1D (East)	60'	54
2	TBD	279
Morgan's Glen	45'	61
Morgan's Glen	50'	169
Morgan's Glen	TH	<u>150</u>
Total Residential		1,278
Retail/Commercial		40,000
Office		<u>20,000</u>
Total Non-residential		60,000

Source: Master Developer



1.4 Capital Improvement Plan - the Phase 1C/1D West Project

To accommodate the development plan, the District Engineer prepared its Supplemental Engineer’s Report for Phase 1C and 1D West Infrastructure Improvements, dated March 19, 2021 (“Engineer’s Report”) detailing the Phase 1C/1D (West) Project totaling \$9,992,544 (Table 2). The District will fund \$3,789,426 from the proceeds of the Series 2021B Bonds and the Developer will fund the balance of the Phase 1C/1D West Project. The new infrastructure improvements included in the CIP create both: (1) special benefits to assessable property within the District and (2) general benefits to lands located outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the assessable property within the District. The CIP enables the District to be developed. Without the CIP, there would be no infrastructure to support development within the District.

Table 2. Summary of Capital Improvement Plan – the Phase 1C/1D West Project

Description	Phase 1C/1D (West) Project Costs
Roadways	\$1,150,571
Street/Entry Lighting	\$127,190
Drainage	\$1,449,941
Water & Wastewater	\$1,537,519
Clearing & Earthwork	\$3,263,865
Landscaping/Lakes/Irrigation	\$99,037
Amenity Center/Trails	\$0
Professional Fees, Design & Permitting	\$472,000
Entrance Features & Signs	\$13,113
Consultants/Contingencies/Other	\$1,879,309
Total	\$9,992,544

Source: District Engineer (March 19, 2021), “Supplemental Engineer’s Report for Phase 1C/1D (West) Infrastructure Improvements”

1.5 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have been found to have two general requirements. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides wide latitude to legislative bodies, such as the District’s Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculated special benefit is probably impossible. Our research suggests that only if the District’s Board of Supervisors was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methodology be overturned. Even though the District’s Board possesses wide latitude in adopting assessments, the methodology described herein was specifically designed to fairly and reasonably allocate assessments to the assessable properties receiving a special benefit from the implementation of the Phase 1C/1D West Project.



1.6 Special Benefits and General Benefits

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

The general public, and property owners outside the District, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which according to the Engineer's Report, is designed solely to meet the needs of the District. Lands outside this area do not depend upon the CIP to obtain, or to maintain, their development entitlements. Therefore, PFM Financial Advisors LLC, the Assessment Consultant ("AC"), believes it is reasonable to distinguish the special benefits which developable property within the District receive compared to those lying outside of this area. The Master Methodology adopted provides the analysis of the special benefits to the assessable property within the District and the general benefits to lands located outside the District.

2.0 Series 2021B Bonds Plan of Finance

The District plans to finance a portion of the cost of the Phase 1C /1D West Project by issuing its Series 2021B Bonds as shown in Table 3. The bond sizing of \$4,130,000 was provided by the District's Underwriter, MBS Capital Markets, LLC. The proceeds of the bonds will fund the District's portion of the Phase 1C/1D West Project as outlined in Table 2.

Table 3. Details of the Series 2021B Bonds

<u>Category</u>	<u>Series 2021B Bonds</u>
Construction Fund	\$3,789,426
Capitalized Interest	\$74,799
Costs of Issuance	\$183,175
Underwriter's Discount	\$82,600
Rounding	<u>\$0</u>
Total Par	\$4,130,000
Max Annual Debt Service	\$165,200
Average Coupon Rate	4.00%
Term (Years)	10

Source: MBS Capital Markets LLC



3.0 Assessment Methodology

3.1 Overview

The assessment methodology consists of five steps described below. First, the District Engineer estimates the costs for the District improvements needed for the buildout of the District. Second, the District Engineer determines the gross acres that benefit from the Phase 1C/1D West Project. Third, the District's bond underwriter and AC determine the total funding amount (including financing costs) needed to construct a portion of the Phase 1C/1D West Project. Fourth, consistent with the Supplemental-Amended Methodology, this amount is initially divided equally among the benefited properties in the District on a gross assessable acreage basis. Finally, as land is sold with entitlements or platted, the debt is allocated on a per lot basis on the assessable lands within the District.

As described more fully below, the District is issuing \$4,130,000 in Series 2021B Bonds to fund improvements within Phase 1C and Phase 1D (West) within Fieldstone Phase 1 of the District to provide for a debt service reserve account, to capitalize a portion of the interest on the Series 2021B Bonds, and to fund other costs associated with issuing the Series 2021B Bonds. It is the debt represented by the Series 2021B Bonds that is anticipated to be fully allocated to properties within the District that benefit from the Phase 1C/1D West Project.

3.2 Assessment Allocation

As noted above, the District has adopted its Supplemental-Amended Methodology. The Supplemental-Amended Methodology uses the equivalent residential unit ("ERU") method. In the Supplemental-Amended Methodology the standard unit is a single-family unit (50') was allocated 1 ERU. Single-family homes on larger lots were assigned higher ERU counts. For example, single-family homes (60') are assigned 1.2 ERU. Single-family homes on lots up to 40' in frontage are assigned 0.8 ERU per unit. Townhomes are allocated 0.7 ERU per unit.

At this time, the balance of District Phase 1 lands are platted. As result and as noted above, assessments are first allocated to lands within Phase 1C and Phase 1D (West) on a gross acreage basis. Upon the sale of property with specific entitlements transferred thereto or upon development completion and platting, the assessments will be allocated from a gross acreage basis to the platted lots within Phase 1C and Phase 1D (West). The Series 2021B Assessments are expected to be prepaid by the Developer at the time of lot closing with a builder.

The District's portion of the Phase 1C/1D West Project is \$3,789,426. It is the District's portion of the Phase 1C/1D West Project that is funded from the Series 2021B Bonds. Consistent with the Master Methodology and incorporating the information from the Supplemental Assessment Methodology Report dated July 1, 2019 associated with the Series 2019A-1 Capital Improvement Revenue Bonds, the allocation of the Series 2021B Bonds is a function of the master lien limits established in the Master Methodology. Table 4 displays the allocation of the Series 2021B Bonds to the benefitting properties to be developed within Phase 1C and Phase 1D (West) shown in Table 1.



Table 4. Allocation of the Series 2021B Bonds to the Benefitting Properties*

Area/Phase	Series 2021B	Series 2021B Par per Unit	Series 2021B Total Annual Assessment	Series 2021B Net Debt Service per Unit	Series 2021B Gross Debt Service per Unit (1)
1C (99 lots)	\$1,806,221	\$18,245	\$72,249	\$729.79	\$784.72
1C (75 lots)	\$1,233,560	\$16,447	\$49,342	\$657.90	\$707.42
1D (West – 56 lots)	<u>\$1,090,219</u>	\$19,468	<u>\$43,609</u>	\$778.73	\$837.34
Total	\$4,130,000		<u>\$165,200</u>		

Source: PFM Financial Advisors LLC; *Assessments will be responsibility of the Developer and paid down at the time of closing with a builder
 (1) Gross assessments represent the assessment placed on the County tax roll each year, if the District elects to use the Uniform Method of collecting non-ad valorem assessments authorized by Chapter 197 of the Florida Statutes. Gross assessments include a 7.0% gross-up to account for the fees of the County Property Appraiser and Tax Collector and the statutory early payment discount.

3.3 True-Up Mechanism

The true up mechanism provides a critical safeguard in the assessment process preventing a buildup of debt on undeveloped property. The mechanism has two parts: (1) establishment of the Ceiling Amount and (2) application of the test to assure the Ceiling is not exceeded.

The Ceiling Amount is established whenever the District issues debt by dividing: (a) the debt that is not allocated to platted properties by (b) the number of unplatted and developable acres. For example, if the District had \$100 of debt that was not allocated to platted properties and 10 acres of unplatted and developable gross acres, the Ceiling Amount would be \$10 per acre. Each time the District issues debt, the Ceiling Amount is reset according to the formula outlined previously. As noted in Table 3, the District is issuing \$4,130,000 in Series 2021B Bonds to fund its portion of the Phase 1C/1D West Project and according to the Engineer’s Report the Phase 1C and Phase 1D (West) lands total 111.81 acres, which yields a Ceiling Amount of \$36,939 (\$4,130,000 / 111.81).

As adopted by the District’s Board of Supervisors in the Master Methodology, a test will be conducted when 25%, 50%, 75%, and 90% of the acreage as the District is developed. The Ceiling Amount of debt is determined at the time any District bond issuance is closed. The ceiling amount is the ratio of the amount of debt outstanding divided by the number of acres of land for which no debt allocation has occurred as per this methodology. Table 5 illustrates when the true-up test will be applied to determine if debt reduction payments are required. However, if the property owner can demonstrate to the District sufficient future development densities (consistent with the opinion of the District Engineer), a true-up payment may be suspended at the District’s discretion.

Table 5. True-Up Thresholds

Phase 1C & Phase 1D (West)	25%	50%	75%	90%	100%
Platted Developable Acres	29.75	59.50	89.25	107.10	111.81
Unplatted Developable Acres	89.25	59.50	29.75	11.90	0.00
Debt Ceiling per Acre	\$36,939	\$36,939	\$36,939	\$36,939	\$36,939

Source: PFM Financial Advisors LLC



4.0 Assessment Roll

Table 6 outlines the bond principal assessment per assessable acre for the District's acres within Phase 1C and Phase 1D (West). A description of the District, which will be assessed to secure the repayment of the District's Series 2021B Bonds, is found in Exhibit "A." The Series 2021B Assessments are expected to be prepaid by the Developer at the time of lot closing with a builder.

Table 6. Assessment Roll

<u>Parcel ID Numbers</u>	<u>Acres</u>	<u>Par Debt</u>	<u>Annual Assessment</u>	<u>Administrative Fees</u>	<u>Gross Annual Assessment (1)</u>
Exhibit "A"	111.81	\$4,130,000	\$165,200	\$12,434	\$177,634

Source: PFM Financial Advisors LLC

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



Exhibit A – Legal Description*

*via plat Legal Description as prepared by the certifying Surveyor and Mapper

A tract of land lying in Section 19, Township 33 South, Range 19 East, Manatee County, Florida, being a portion of Lots 1 through 13, Block 2 and Lots 6, 7 and 8, Block 1 of the plat on Manatee River Farms, Unit 1, recorded in Plat Book 6, Page 45 and a strip along the north and northeast lines of Tract 404, North River Ranch, Phase IA-1, recorded in Plat Book 67, Page 24, all in the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northwest corner of said Section 19; thence S.89°08'38"E., along the north line of said Section 19, a distance of 3,290.63 feet to the northwest corner of North River Ranch, Phase IB & ID as recorded in Plat Book 68, Page 125, Public Records of Manatee County, Florida; thence along the west line of said plat for the following seven (7) calls: (1) thence S.00°00'00"E., a distance of 196.49 feet; (2) thence S.62°52'07"E., a distance of 121.45 feet; (3) thence S.20°54'20"W., a distance of 177.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 96°13'33"; (4) thence westerly along the arc of said curve, a distance of 41.99 feet to the end of said curve; (5) thence S.21°21'09"W., non-tangent to the last stated curve, a distance of 50.26 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 96°09'19"; (6) thence southerly along the arc of said curve, a distance of 41.96 feet, said curve having a chord bearing and distance of S.14°47'28"E., 37.20 feet, to the point of compound curvature of a curve to the right having a radius of 275.00 feet and a central angle of 22°30'28"; (7) thence southwesterly along the arc of said curve, a distance of 108.03 feet to the end of said curve, said point being on a line 0.70 feet southwesterly of the northerly line of Tract 404 in the plat of North River Ranch, Phase IA-1, as recorded in Plat Book 67, Page 24 in said Public Records; thence N.62°52'07"W., along a line 0.70 feet southwesterly of said northerly line of Tract 404, a distance of 589.36 feet to the point of curvature of a curve to the left having a radius of 45.00 feet and a central angle of 26°16'31"; thence westerly along the arc of said curve, a distance of 20.64 feet to the point of tangency of said curve; thence N.89°08'38"W., along a line 0.70 feet southwesterly of said northerly line of Tract 404, a distance of 519.64 feet to a point on the northeasterly boundary of said North River Ranch, Phase IA-1, also being the point of curvature of a non-tangent curve to the right, having a radius of 715.00 feet and a central angle of 17°24'33"; thence along the westerly line of said plat for the following four (4) calls: (1) thence southerly along the arc of said curve, a distance of 217.25 feet, said curve having a chord bearing and distance of S.13°17'42"W., 216.41 feet, to the point of tangency of said curve; (2) thence S.21°59'59"W., a distance of 235.02 feet to the point of curvature of a curve to the left having a radius of 145.00 feet and a central angle of 21°08'25"; (3) thence southerly along the arc of said curve, a distance of 53.50 feet to the point of tangency of said curve; thence S.00°51'33"W., a distance of 228.53 feet to a point on the northerly line of the abovementioned North River Ranch, Phases IB & ID, also being the point of curvature of a non-tangent curve to the right, having a radius of 775.00 feet and a central angle of 04°51'49"; thence along the northerly & west boundary of said plat for the following eight (8) calls: (1) thence westerly along the arc of said curve, a distance of 65.79 feet, said curve having a chord bearing and distance of S.88°25'39"W., 65.77 feet, to the point of tangency of said curve; (2) thence N.89°08'27"W., a distance of 39.29 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; (3) thence northwesterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; (4) thence N.89°08'27"W., non-tangent to the last stated curve, a distance of 50.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 90°00'00"; (5) thence southwesterly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of S.45°51'33"W., 35.36 feet, to the end of said curve; (6) thence S.00°51'33"W., non-tangent to the last stated curve, a distance of 50.00 feet; (7) thence N.89°08'27"W., a



distance of 355.72 feet; (8) thence S.00°50'17"W., a distance of 1,489.55 feet to a point on the north right-of-way line of Moccasin Wallow Road (variable width maintained public right-of-way) as recorded in Road Plat Book 4, Page 153, said Public Records; thence along said north right-of-way line of Moccasin Wallow Road for the following two (2) calls: (1) thence N.89°07'55"W., a distance of 1,406.96 feet; (2) thence N.88°01'42"W., a distance of 16.92 feet to a point on the west line of the abovementioned Section 19; thence N.00°08'36"E., along said west Section line, a distance of 2,578.95 feet to the POINT OF BEGINNING.

EXHIBIT "C"

Series 2021B Bonds/ 2021B Lands

Plat of: NORTH RIVER RANCH, PHASES IC & ID-WEST

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

A tract of land lying in Section 19, Township 33 South, Range 19 East, Manatee County, Florida, being a portion of Lots 1 through 13, Block 2 and Lots 6, 7 and 8, Block 1 of the plat on Manatee River Farms, Unit 1, recorded in Plat Book 6, Page 45 and a strip along the north and northeast lines of Tract 404, North River Ranch, Phase IA-1, recorded in Plat Book 67, Page 24, all in the Public Records of Manatee County, Florida and being more particularly described as follows:

BEGIN at the northwest corner of said Section 19; thence S.89°08'38"E., along the north line of said Section 19, a distance of 3,290.63 feet to the northwest corner of North River Ranch, Phase IB & ID as recorded in Plat Book 68, Page 125, Public Records of Manatee County, Florida; thence along the west line of said plat for the following seven (7) calls: (1) thence S.00°00'00"E., a distance of 196.49 feet; (2) thence S.62°52'07"E., a distance of 121.45 feet; (3) thence S.20°54'20"W., a distance of 177.40 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 96°13'33"; (4) thence westerly along the arc of said curve, a distance of 41.99 feet to the end of said curve; (5) thence S.21°21'09"W., non-tangent to the last stated curve, a distance of 50.26 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 96°09'19"; (6) thence southerly along the arc of said curve, a distance of 41.96 feet, said curve having a chord bearing and distance of S.14°47'28"E., 37.20 feet, to the point of compound curvature of a curve to the right having a radius of 275.00 feet and a central angle of 22°30'28"; (7) thence southwestwardly along the arc of said curve, a distance of 108.03 feet to the end of said curve, said point being on a line 0.70 feet southwestwardly of the northerly line of Tract 404 in the plat of North River Ranch, Phase IA-1, as recorded in Plat Book 67, Page 24 in said Public Records; thence N.62°52'07"W., along a line 0.70 feet southwestwardly of said northerly line of Tract 404, a distance of 589.36 feet to the point of curvature of a curve to the left having a radius of 45.00 feet and a central angle of 26°16'31"; thence westerly along the arc of said curve, a distance of 20.64 feet to the point of tangency of said curve; thence N.89°08'38"W., along a line 0.70 feet southwestwardly of said northerly line of Tract 404, a distance of 519.64 feet to a point on the northeasterly boundary of said North River Ranch, Phase IA-1, also being the point of curvature of a non-tangent curve to the right, having a radius of 715.00 feet and a central angle of 17°24'33"; thence along the westerly line of said plat for the following four (4) calls: (1) thence southerly along the arc of said curve, a distance of 217.25 feet, said curve having a chord bearing and distance of S.13°17'42"W., 216.41 feet, to the point of tangency of said curve; (2) thence S.21°59'59"W., a distance of 235.02 feet to the point of curvature of a curve to the left having a radius of 145.00 feet and a central angle of 21°08'25"; (3) thence southerly along the arc of said curve, a distance of 53.50 feet to the point of tangency of said curve; thence S.00°51'33"W., a distance of 228.53 feet to a point on the northerly line of the abovementioned North River Ranch, Phases IB & ID, also being the point of curvature of a non-tangent curve to the right, having a radius of 775.00 feet and a central angle of 04°51'49"; thence along the northerly & west boundary of said plat for the following eight (8) calls: (1) thence westerly along the arc of said curve, a distance of 65.79 feet, said curve having a chord bearing and distance of S.88°25'39"W., 65.77 feet, to the point of tangency of said curve; (2) thence N.89°08'27"W., a distance of 39.29 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00"; (3) thence northwesterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; (4) thence N.89°08'27"W., non-tangent to the last stated curve, a distance of 50.00 feet to the point of curvature of a non-tangent curve to the right, having a radius of 25.00 feet and a central angle of 90°00'00"; (5) thence southwestwardly along the arc of said curve, a distance of 39.27 feet, said curve having a chord bearing and distance of S.45°51'33"W., 35.36 feet, to the end of said curve; (6) thence S.00°51'33"W., non-tangent to the last stated curve, a distance of 50.00 feet; (7) thence N.89°08'27"W., a distance of 355.72 feet; (8) thence S.00°50'17"W., a distance of 1,489.55 feet to a point on the north right-of-way line of Moccasin Wallow Road (variable width maintained public right-of-way) as recorded in Road Plat Book 4, Page 153, said Public Records; thence along said north right-of-way line of Moccasin Wallow Road for the following two (2) calls: (1) thence N.89°07'55"W., a distance of 1,406.96 feet; (2) thence N.88°01'42"W., a distance of 16.92 feet to a point on the west line of the abovementioned Section 19; thence N.00°08'36"E., along said west Section line, a distance of 2,578.95 feet to the POINT OF BEGINNING

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Update of WTS Agreement with the District for
Onsite Management Services

Amenity Facility Agreement

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

WITNESSETH:

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

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

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

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

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

1. Appointment and Term.

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

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

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

3. **Conditions Precedent to Management.**

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

Commented [JJ1]: Will the budget require bidding?

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

4. **Staffing.**

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

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

E. Payroll and Human Resource Administration Reimbursement.

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

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

F. Payment of Payroll and Benefits.

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

5. WTS Compensation and Expense Reimbursement.

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

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

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

iii. In advance of each month WTS shall invoice Client for the amount of Base Compensation due for the upcoming month, and Client authorizes WTS to debit the Operating Account for the amount of each invoice on or after the first (1st) day of each month.

B. Insurance Payments. In addition to the Management Fee, Client shall pay to WTS a monthly fee for the insurance coverage outlined in Section 8 of this Agreement. This fee shall be equal to twenty-five percent (25%) of the monthly Management Fee for the then-current year. In each month during the Term, WTS shall invoice Client for insurance payment amounts, and Client authorizes WTS to debit the Operating Account for the amount of each invoice on or about the first (1st) day of each month.

C. Enhanced Marketing Services. In the course of performing the Services, Client may request the production of customized, Facility-specific marketing deliverables that cannot be created using the standard WTS templates described in Exhibit A. WTS will generate a proposal for Enhanced Marketing Services upon request, and shall proceed upon written acceptance of the proposal. Thereafter, WTS shall prepare invoices in each month for the amount of Enhanced Marketing Services performed in the previous month, and Client shall pay such invoices no later than ten (10) days after receipt thereof.

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

D. Expense Reimbursement. Client shall reimburse WTS for all reasonable Client pre-approved expenses associated with the provision of Services within ten (10) days of Client's receipt of an invoice for the same. Reimbursable expenses may include those expenses associated with WTS regional corporate representatives who make site visits and inspections throughout the Term, including mileage, meals, parking, and other similar and customary items. Direct costs (i.e. travel, lodging, food, etc.) associated with staff training (on site or at WTS corporate or regional offices) shall be reimbursed to WTS by Client. Client shall be responsible only for those reasonable expenses pre-approved by Client and documented with receipts or other reasonable written confirmation of payment in full.

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

E. Client understands that the Director may arrange various pre-approved activities, events and programs for residents ~~and/or prospects~~ and that there will be expenses involved in operating these programs. These expenses may include, but are not limited to, the purchase of food, event supplies, entertainment, equipment rental, or the purchase of tickets or transportation. Client shall pay the appropriate budgeted or otherwise approved expenses to the vendors. The Director will not put these expenses on their personal credit card. See supporting budget for initial estimations.

F. Delinquent Payments.

i. Client acknowledges that delinquent payment of any amounts owed to WTS under this Agreement, including Management Fee, the Payroll Invoice and Benefits Invoice, and/or expense reimbursement invoices, for any reason, is a material breach of the Agreement.

ii. For purposes of this Section and Section 9, Management Fee payments, insurance payments, and expense reimbursements are considered delinquent if they are not fully paid within thirty (30) days of the date of issuance of the applicable invoice.

iii. For purposes of this Section and Section 9, Payroll and Benefits payments are considered delinquent if they are not fully paid within fourteen (14) days of the date of issuance of the applicable invoice.

iv. In the event that any payment becomes delinquent, Client shall automatically owe WTS a late fee equal to five percent (5%) of the principal amount owed. This late fee shall be applied to the next invoice.

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

6. **Facility Operations.**

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

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

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

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

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

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

D.C. Marketing.

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

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

E.D. Building Systems.

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

7. **Indemnification**

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

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

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

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

8. **Insurance**

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

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

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

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

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

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

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

9. **Defaults and Remedies.**

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

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

Commented [JJ10]: Consider striking this language as well

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

10. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

[Signatures Appear on Following Page]

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

North River Ranch Marketing Group:

By: _____
Name:
Title:
Date:

WTS International, LLC

By: _____
Name:
Title:
Date:

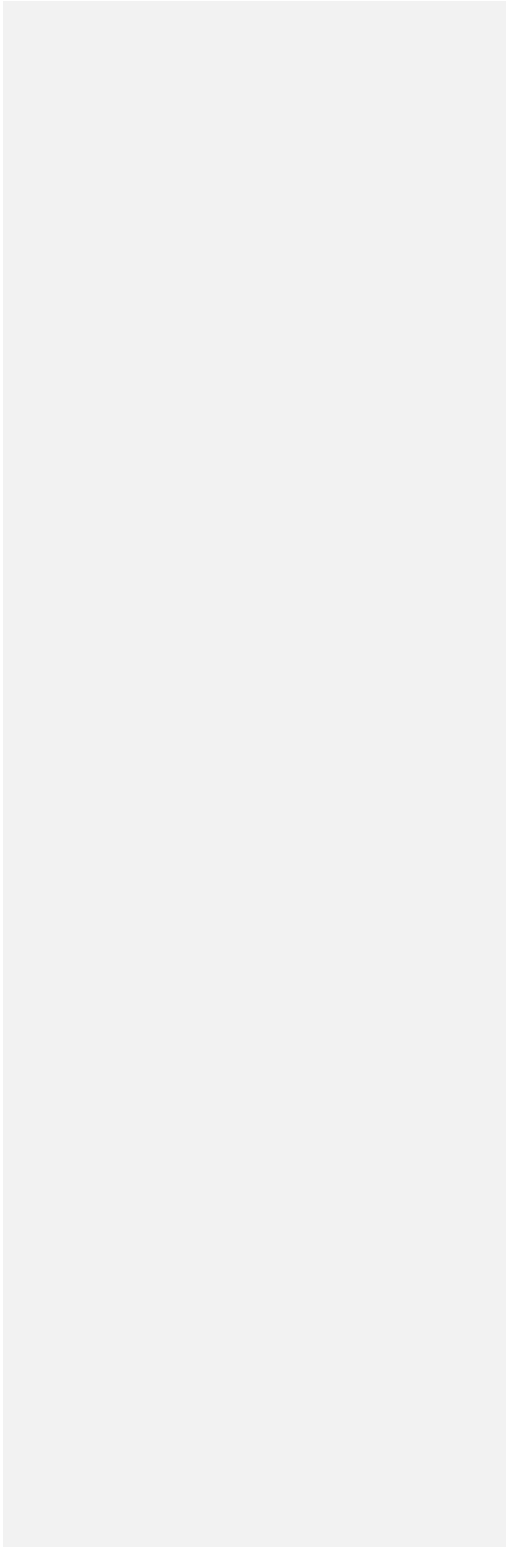


Exhibit A
Scope of Management Services

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

Staffing & Training

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

Programming Components

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

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

Amenities Operations

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

Administration

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

Communications

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

Collateral and Promotion Materials

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

Description and parameters of Lifestyle Manager

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

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



AMENITY FACILITIES LICENSE AGREEMENT

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20_____.

OWNER

FIELDSTONE CDD

Exhibit A

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

BRIGHTWOOD PAVILION GAME ROOM ONLY

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

RIVERFIELD VERANDAH

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

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

MICHAEL BENNETT • SUPERVISOR OF ELECTIONS • MANATEE COUNTY

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



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

April 20, 2021

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

Dear Ms Carvalho:

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Bennett". The signature is stylized and cursive.

Michael Bennett
Supervisor of Elections

MB/sas

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of PRECO Agreement, Morgans Glen 3A

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

This Addendum to Agreement Between Fieldstone Community Development District and Contractor, (the "Addendum"), is made and entered into as of the 12th day of _____ May____, 2021 by and between the **Fieldstone Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and _____ PRECO _____ (hereinafter, the "Contractor").

WITNESSETH

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

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

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

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

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

to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

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

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

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

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

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

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

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

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

Contractor:

By: _____
Name: _____
Title: _____

District:

Fieldstone Community Development District

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

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

SECTION 1. WORK

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

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

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

SECTION 3. AUDIT

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

SECTION 4. PAYMENTS

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

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

SECTION 5. INSURANCE

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

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

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

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

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

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

SECTION 6. INDEPENDENT CONTRACTOR

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

SECTION 7. WAIVER

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

SECTION 8. PROTECTION OF WORK

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

SECTION 9. COMPLIANCE WITH LAWS

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

SECTION 10. PERMITS AND LICENSES

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

SECTION 11. TERMINATION

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

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

SECTION 12. ATTORNEY'S FEE'S

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

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with Manatee County, Florida, standards.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

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

WARRANTY GUARANTEE

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20____



Peace River Electric Cooperative, Inc.

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

Your Touchstone Energy® Cooperative 

Decorative-Outside Lighting Agreement

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

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

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

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

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

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

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

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

DRAFT

Member:

Cooperative:

FIELDSTONE CDD 167419

Pepe Williams
Printed Name

Printed Name



Signature

Signature

MORGANS GLEN 3A

Subdivision Name

4/02/2021

Date:

Date:

For Office Use Only:

Job Name: FIELDSTONE CDD

WO#: 674972

Serv Loc: _____

SO#: _____

ACCT#: _____

Member#: FIELDSTONE CDD 167419



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, Florida 33873

A Touchstone Energy Cooperative

INVOICE: 8105

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

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

Account: 2677
Description: DECORATIVE LIGHTING Page 1 of 1

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

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

RETURN BOTTOM PORTION WITH PAYMENT



Peace River Electric Cooperative, Inc.

P.O. Box 1310
Wauchula, Florida 33873

A Touchstone Energy Cooperative

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

Remit To:

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of the Eco-Logic Service Agreement

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

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

WITNESSETH

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

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

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

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

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

to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

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

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

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

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

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

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

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

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

Contractor:

By: _____
Name: _____
Title: _____

District:

Fieldstone Community Development District

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

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

SECTION 1. WORK

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

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

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

SECTION 3. AUDIT

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

SECTION 4. PAYMENTS

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

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

SECTION 5. INSURANCE

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

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

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

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

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

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

SECTION 6. INDEPENDENT CONTRACTOR

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

SECTION 7. WAIVER

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

SECTION 8. PROTECTION OF WORK

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

SECTION 9. COMPLIANCE WITH LAWS

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

SECTION 10. PERMITS AND LICENSES

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

SECTION 11. TERMINATION

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

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

SECTION 12. ATTORNEY'S FEE'S

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

SECTION 13. SPECIAL CONDITIONS

1. Contractor is to provide weekly progress reports delivered to the District's Representative by 3:00 pm, Friday for the current week of Work.
2. Contractor shall coordinate all inspections required by governmental agencies and the District's Representative. All construction methods, materials, and testing shall comply with Manatee County, Florida, standards.
3. The Contractor acknowledges that the District is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, to minimize the cost of the Work to the District, the Contractor agrees to cooperate with the District and to allow the District, at its option, to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All savings realized by the District as a result of such direct purchases shall inure to the benefit of the District only.

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

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

WARRANTY GUARANTEE

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20____

AGREEMENT FOR ENVIRONMENTAL SERVICES



Proposal Date: April 22, 2021

This Agreement is made effective by and between:

"Client"

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


"Eco-Logic Services"

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


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

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

Eco-Logic Services LLC

By: 
Print Name: Peter Nabor
Title: Principal / Senior Project Scientist
Date: April 22, 2021

Fieldstone Community Development District

By: 
Print Name: Pete Williams
Title: CDM
Date: 4/23/2021



NORTH RIVER RANCH

1.0 Aquatic Pest Management in Lakes 10 & 11

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

2.0 Fish Stocking

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

3.0 Cost

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

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

All rates and fees shall be subject to renegotiation if not accepted within thirty days. Invoices will be submitted monthly based on the schedule of services and assumptions provided in this proposal. Lump sum tasks will be billed based on percentage completion of the task. Additional services will be provided subject to additional compensation, based on verbal or written authorization by the Client. The Client shall pay all invoices within thirty days of receipt. The services specified above will be provided without interruption based upon automatic annual renewals. Eco-Logic Services has the option of increasing the fees up to five percent each calendar year until this contract is terminated pursuant to the Terms and Conditions of this contract.

4.0 Assumptions of this Proposal

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

Change Order

No. 12

Date of Issuance: April 28, 2021

Effective Date: May 12, 2021

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

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

Description:

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

Attachments: (List documents supporting change):

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

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 7,407,885.73	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): 1A: 150 days Ready for final payment (days or date): 1A: 180 days
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 11 : \$ 413,519.10	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 11 : Substantial completion (days): 1A: 90 days Ready for final payment (days): 1A: 90 days
Contract Price prior to this Change Order: \$ 7,821,404.83	Contract Times prior to this Change Order: Substantial completion (days or date): 1A: 150 days Ready for final payment (days or date): 1A: 180 days
[Increase] [Decrease] of this Change Order: \$ 104,390.58	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ 7,925,795.41	Contract Times with all approved Change Orders: Substantial completion (days or date): 1A: 240 days (11/21/2020) Ready for final payment (days or date): 1A: 270 days (12/21/2020)

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	

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



WOODRUFF & SONS, INC - WORKSHEET for EXTRAS

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

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

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

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

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Funding Requests 2021-28 – 2021-44

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Funding Request 2021-25 - 2021-27

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
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12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3256

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
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c/o Fishkind Associates
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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3236

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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


Secretary / Assistant Secretary


Chairman / Vice Chairman

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

4/9/2021

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

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3236

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fieldstone Associates
12051 Corporate Boulevard
Orlando, FL 32837
(407) 382-3286

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

**Funding Request No. 2021-36 (BW Ph 1C 1DW)
4/9/2021**

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

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Vivian Carvalho

Secretary / Assistant Secretary


Chairman / Vice Chairman

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

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Orlando, FL 32817
(407) 382-3256

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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


Secretary / Assistant Secretary


Chairman / Vice Chairman

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Venessa Ripoll
Secretary / Assistant Secretary



Chairman / Vice Chairman

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Venessa Ripoll
Secretary / Assistant Secretary



Chairman / Vice Chairman

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

4/23/2021

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

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations # 22-26

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Payment Authorizations # 22-26

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 022
3/19/2021**

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

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fishkind Associates
12051 Corporate Boulevard
Orlando, FL 32817
(407) 382-3236

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 023
4/2/2021

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

Veressa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

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

RECEIVED

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 024
4/9/2021**

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

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

Make check payable to:
Fieldstone CDD
c/o Fieldstone Associates
12251 Corporate Boulevard
Orlando, FL 32837
(407) 382-3266

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 025
4/16/2021**

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

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman


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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 026
4/23/2021

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

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

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

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

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

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements

Fieldstone CDD
Statement of Financial Position
As of 4/30/2021

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$175,931.28				\$175,931.28
Prepaid Expenses	337.94				337.94
Deposits	2,000.00				2,000.00
Debt Service Reserve (Series 2019)		\$166,059.15			166,059.15
Debt Service Reserve (Morgan's Glen)		91,059.14			91,059.14
Revenue (Series 2019)		150,022.05			150,022.05
Revenue (Morgan's Glen)		125,618.85			125,618.85
Interest A1 (Series 2019)		253,938.85			253,938.85
Interest A2 (Series 2019)		70,620.03			70,620.03
Interest A1 (Morgan's Glen)		137,510.06			137,510.06
Interest A2 (Morgan's Glen)		122,200.00			122,200.00
Prepayment A2 (Series 2019)		1,451,307.58			1,451,307.58
Prepayment A2 (Morgan's Glen)		166,800.29			166,800.29
Sinking Fund A1 (Series 2019)		150,000.00			150,000.00
Sinking Fund (Morgan's Glen)		85,000.00			85,000.00
Accounts Receivable - Due from Developer			\$2,118,968.75		2,118,968.75
Acquisition/Construction (Series 2019)			6,881.78		6,881.78
Acquisition/Construction (Morgan's Glen)			955,675.08		955,675.08
Restricted Acq/Constr (Morgan's Glen)			2.82		2.82
Total Current Assets	\$178,269.22	\$2,970,136.00	\$3,081,528.43	\$0.00	\$6,229,933.65
<u>Investments</u>					
Amount Available in Debt Service Funds				\$2,970,136.00	\$2,970,136.00
Amount To Be Provided				19,569,864.00	19,569,864.00
Total Investments	\$0.00	\$0.00	\$0.00	\$22,540,000.00	\$22,540,000.00
Total Assets	\$178,269.22	\$2,970,136.00	\$3,081,528.43	\$22,540,000.00	\$28,769,933.65
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$36,213.46				\$36,213.46
Accounts Payable			\$2,153,286.91		2,153,286.91
Retainage Payable			860,276.98		860,276.98
Deferred Revenue			2,118,968.75		2,118,968.75
Total Current Liabilities	\$36,213.46	\$0.00	\$5,132,532.64	\$0.00	\$5,168,746.10
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$22,540,000.00	\$22,540,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$22,540,000.00	\$22,540,000.00
Total Liabilities	\$36,213.46	\$0.00	\$5,132,532.64	\$22,540,000.00	\$27,708,746.10
<u>Net Assets</u>					
Net Assets, Unrestricted	\$207,466.74				\$207,466.74
Current Year Net Assets, Unrestricted	(161,770.89)				(161,770.89)
Net Assets - General Government	5,970.95				5,970.95
Current Year Net Assets - General Government	90,388.96				90,388.96
Net Assets, Unrestricted		\$676,334.67			676,334.67
Current Year Net Assets, Unrestricted		2,293,801.33			2,293,801.33
Net Assets, Unrestricted			\$4,446,290.88		4,446,290.88
Current Year Net Assets, Unrestricted			(6,497,295.09)		(6,497,295.09)
Total Net Assets	\$142,055.76	\$2,970,136.00	(\$2,051,004.21)	\$0.00	\$1,061,187.55
Total Liabilities and Net Assets	\$178,269.22	\$2,970,136.00	\$3,081,528.43	\$22,540,000.00	\$28,769,933.65

Fieldstone CDD
Statement of Activities
As of 4/30/2021

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
<u>Revenues</u>					
On-Roll Assessments	\$194,159.86				\$194,159.86
Off-Roll Assessments	275,647.22				275,647.22
Other Assessments	3,858.96				3,858.96
Developer Contributions	152.01				152.01
Other Income & Other Financing Sources	0.83				0.83
Inter-Fund Transfers In	(161,770.89)				(161,770.89)
On-Roll Assessments		\$358,064.86			358,064.86
Off-Roll Assessments		713,226.19			713,226.19
Other Assessments		2,903,400.82			2,903,400.82
Inter-Fund Group Transfers In		2,875.81			2,875.81
Developer Contributions			\$2,844,369.80		2,844,369.80
Other Income & Other Financing Sources			5,062.50		5,062.50
Inter-Fund Transfers In			158,895.08		158,895.08
Total Revenues	\$312,047.99	\$3,977,567.68	\$3,008,327.38	\$0.00	\$7,297,943.05
<u>Expenses</u>					
Supervisor Fees	\$7,400.00				\$7,400.00
POL Insurance	2,421.00				2,421.00
Trustee Services	11,183.94				11,183.94
District Management	23,333.31				23,333.31
Engineering	40,333.63				40,333.63
Dissemination Agent	5,000.00				5,000.00
District Counsel	11,074.50				11,074.50
Assessment Administration	12,500.00				12,500.00
Audit	2,500.00				2,500.00
Postage & Shipping	439.34				439.34
Legal Advertising	982.80				982.80
Miscellaneous	8,562.85				8,562.85
Property Taxes	47.90				47.90
Web Site Maintenance	1,600.00				1,600.00
Dues, Licenses, and Fees	175.00				175.00
Electric	8,523.90				8,523.90
Clubhouse Electric	7,457.24				7,457.24
Water Reclaimed	5,270.34				5,270.34
Stormwater - Repair and Maintenance	14,200.00				14,200.00
Amenity - Cable TV / Internet	5,014.98				5,014.98
Amenity - Landscape Maintenance	33,848.00				33,848.00
Amenity - Irrigation Repairs	5,843.35				5,843.35
Amenity - Pool Maintenance	6,300.00				6,300.00
Amenity - Janitorial	5,049.91				5,049.91
Amenity - Pest Control	8,979.08				8,979.08
Amenity - Equipment Rental	3,544.50				3,544.50

Fieldstone CDD
Statement of Activities
As of 4/30/2021

	General Fund	Debt Service Fund	Construction Fund	Long-Term Debt Fund	Total
Amenity - Security	6,990.14				6,990.14
Equipment Rental	16,330.82				16,330.82
General Insurance	2,960.00				2,960.00
Property & Casualty Insurance	14,272.00				14,272.00
Irrigation - Repair and Maintenance	484.90				484.90
Lake Maintenance	18,225.00				18,225.00
Landscaping Maintenance & Material	55,725.40				55,725.40
Landscape Improvements	14,175.00				14,175.00
Contingency	250.00				250.00
Equipment Repair & Maintenance	625.00				625.00
Cleaning	21,312.50				21,312.50
Lighting	526.95				526.95
Principal Payment - S19A2		\$715,000.00			715,000.00
Principal Payment - S19A2 Morgan's Glen		345,000.00			345,000.00
Interest Payments - S19A1		253,938.75			253,938.75
Interest Payments - S19A2		96,701.25			96,701.25
Interest Payments - S19A1 Morgan's Glen		137,510.00			137,510.00
Interest Payments - S19A2 Morgan's Glen		135,655.00			135,655.00
Engineering			\$320,211.35		320,211.35
Contingency			9,185,503.68		9,185,503.68
Total Expenses	\$383,463.28	\$1,683,805.00	\$9,505,715.03	\$0.00	\$11,572,983.31
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$33.36				\$33.36
Interest Income		\$38.65			38.65
Interest Income			\$92.56		92.56
Total Other Revenues (Expenses) & Gains (Losses)	\$33.36	\$38.65	\$92.56	\$0.00	\$164.57
Change In Net Assets	(\$71,381.93)	\$2,293,801.33	(\$6,497,295.09)	\$0.00	(\$4,274,875.69)
Net Assets At Beginning Of Year	\$213,437.69	\$676,334.67	\$4,446,290.88	\$0.00	\$5,336,063.24
Net Assets At End Of Year	\$142,055.76	\$2,970,136.00	(\$2,051,004.21)	\$0.00	\$1,061,187.55

Fieldstone CDD
Budget to Actual
For the Month Ending 04/30/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Revenues</u>				
On-Roll Assessments	\$ 194,159.86	\$ 333,325.13	\$ (139,165.27)	\$ 571,414.50
Off-Roll Assessments	275,647.22	-	275,647.22	-
Other Assessments	3,858.96	-	3,858.96	-
Developer Contributions	152.01	-	152.01	-
Other Income & Other Financing Sources	0.83	-	0.83	-
Net Revenues	\$ 473,818.88	\$ 333,325.13	\$ 140,493.75	\$ 571,414.50
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 7,400.00	\$ 7,000.00	\$ 400.00	\$ 12,000.00
POL Insurance	2,421.00	1,479.92	941.08	2,537.00
Trustee Services	11,183.94	3,500.00	7,683.94	6,000.00
District Management	23,333.31	23,333.33	(0.02)	40,000.00
Engineering	40,333.63	14,583.33	25,750.30	25,000.00
Dissemination Agent	5,000.00	5,833.33	(833.33)	10,000.00
District Counsel	11,074.50	14,583.33	(3,508.83)	25,000.00
Assessment Administration	12,500.00	7,291.67	5,208.33	12,500.00
Reamortization Schedules	-	145.83	(145.83)	250.00
Audit	2,500.00	3,500.00	(1,000.00)	6,000.00
Arbitrage Calculation	-	700.00	(700.00)	1,200.00
Postage & Shipping	439.34	58.33	381.01	100.00
Legal Advertising	982.80	2,916.67	(1,933.87)	5,000.00
Miscellaneous	8,562.85	2,916.67	5,646.18	5,000.00
Property Taxes	47.90	-	47.90	-
Web Site Maintenance	1,600.00	1,575.00	25.00	2,700.00
Dues, Licenses, and Fees	175.00	102.08	72.92	175.00
Activities Director of Fun	-	11,666.67	(11,666.67)	20,000.00
Maintenance Staff	-	4,666.67	(4,666.67)	8,000.00
Mitigation	-	700.00	(700.00)	1,200.00
Stormwater - Repair and Maintenance	-	5,833.33	(5,833.33)	10,000.00
Total General & Administration Expenses	\$ 127,554.27	\$ 112,386.16	\$ 15,168.11	\$ 192,662.00

Fieldstone CDD
 Budget to Actual
 For the Month Ending 04/30/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Brightwood Pavilion - Amenity</u>				
Clubhouse Electric	\$ 7,457.24	\$ 3,500.00	\$ 3,957.24	\$ 6,000.00
Clubhouse Water	-	210.00	(210.00)	360.00
Amenity - Cable TV / Internet / Wi-Fi	5,014.98	3,850.00	1,164.98	6,600.00
Amenity - Landscape Maintenance	33,848.00	5,833.33	28,014.67	10,000.00
Amenity - Irrigation Repairs	5,843.35	-	5,843.35	-
Amenity - Pool Maintenance	6,300.00	6,300.00	-	10,800.00
Amenity - Exterior Cleaning	5,049.91	3,990.00	1,059.91	6,840.00
Amenity - Interior Cleaning	-	2,800.00	(2,800.00)	4,800.00
Amenity - Pest Control	8,979.08	-	8,979.08	-
Amenity - Fitness Equipment Leasing	3,544.50	4,865.00	(1,320.50)	8,340.00
Amenity - Envera Security - 8 monitored Camaras	6,990.14	5,558.00	1,432.14	9,528.00
Total Brightwood Pavilion - Amenity Expenses	\$ 83,027.20	\$ 36,906.33	\$ 46,120.87	\$ 63,268.00
<u>Riverfield Verandah - Amenity</u>				
Clubhouse Electric	\$ -	\$ 2,187.50	\$ (2,187.50)	\$ 3,750.00
Clubhouse Water	-	157.50	(157.50)	270.00
Amenity - Cable TV / Internet / Wi-Fi	-	1,750.00	(1,750.00)	3,000.00
Amenity - Landscape Maintenance	-	2,625.00	(2,625.00)	4,500.00
Amenity - Pool Maintenance	-	3,780.00	(3,780.00)	6,480.00
Amenity - Exterior Cleaning	-	2,625.00	(2,625.00)	4,500.00
Amenity - Interior Cleaning	-	2,073.75	(2,073.75)	3,555.00
Amenity - Envera Security - 8 monitored Camaras	-	3,126.38	(3,126.38)	5,359.50
Total Riverfield Verandah - Amenity Expenses	\$ -	\$ 18,325.13	\$ (18,325.13)	\$ 31,414.50

Fieldstone CDD
 Budget to Actual
 For the Month Ending 04/30/2021

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<u>Field Expenses</u>				
Electric	\$ 8,523.90	\$ 7,000.00	\$ 1,523.90	\$ 12,000.00
Stormwater - Repair & Maintenance	14,200.00	-	14,200.00	-
Equipment Rental	16,330.82	5,833.33	10,497.49	10,000.00
General Insurance	2,960.00	1,644.42	1,315.58	2,819.00
Property & Casualty Insurance	14,272.00	4,229.75	10,042.25	7,251.00
Water Reclaimed	5,270.34	8,750.00	(3,479.66)	15,000.00
Irrigation - Repair and Maintenance	484.90	2,916.67	(2,431.77)	5,000.00
Lake Maintenance	18,225.00	14,583.33	3,641.67	25,000.00
Landscaping Maintenance & Material	55,725.40	87,500.00	(31,774.60)	150,000.00
Landscape Improvements	14,175.00	5,833.33	8,341.67	10,000.00
Contingency	250.00	-	250.00	-
Equipment Repair & Maintenance	625.00	2,916.67	(2,291.67)	5,000.00
Street Sweeping	21,312.50	2,916.67	18,395.83	5,000.00
Lighting	526.95	1,166.67	(639.72)	2,000.00
Streetlights - Leasing	-	20,416.67	(20,416.67)	35,000.00
Total Field Expenses	\$ 172,881.81	\$ 165,707.51	\$ 7,174.30	\$ 284,070.00
Total Expenses	\$ 383,463.28	\$ 333,325.13	\$ 50,138.15	\$ 571,414.50
Income (Loss) from Operations	\$ 90,355.60	\$ -	\$ 90,355.60	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 33.36	\$ -	\$ 33.36	\$ -
Total Other Income (Expense)	\$ 33.36	\$ -	\$ 33.36	\$ -
Net Income (Loss)	\$ 90,388.96	\$ -	\$ 90,388.96	\$ -