

# North River Ranch Community Development District

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The following is the agenda for the Board of Supervisors Meeting for the **North River Ranch Community Development District** scheduled to be held **Wednesday, January 13, 2021 1:30 p.m. at 8141 Lakewood Main Street, Bradenton, FL 34202**. The following is the proposed agenda for this meeting.

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

**Passcode: 790 562 990 # (New)**

## **BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

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

### **Business Matters**

1. Consideration of the Minutes of the December 9, 2020 Board of Supervisors' Meeting
2. Consideration of Draft Merger Agreement
3. Consideration of Resolution 2021-07, Setting Public Hearing on Merger and Other Matters
4. Review and Consideration of the Survey Contract for Phase 4A and 4B
5. Ratification of the Sunrise Landscape Contract
6. Ratification of Funding Requests # 2021-06 -- 2021-10
7. Review of District Financial Statements

### **Other Business**

#### **Staff Reports**

District Counsel  
District Engineer  
District Manager

#### **Supervisor Requests and Audience Comments**

### **Adjournment**



**North River Ranch  
Community Development District**

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

**MINUTES OF MEETING**

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

**Wednesday, December 09, 2020 at 1:30 p.m.**

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

Board Members present via phone or in person:

Pete Williams	Chairperson	
Ivory Matthews	Vice Chairman	
Priscilla Heim	Assistant Secretary	
John Blakley	Assistant Secretary	
Dale Weidemiller	Assistant Secretary	(via phone)

Also present via phone or in person:

Vivian Carvalho	District Manager- PFM Group Consulting, LLC	
Venessa Ripoll	Assistant District Manger- PFM Group Consulting, LLC	
	(via phone)	
Kevin Plenzler	Senior Managing Consultant- PFM Group Consulting, LLC	
	(via phone)	
Ed Vogler	District Counsel- Vogler Ashton	(via phone)
Christopher Fisher	District Engineer-Clearview Land Design, P.L.	(via phone)
Jim Schier	Neal Communities	
John Leinaweaver	Neal Communities	
Sandy Foster	Neal Communities	
Pam Curran	Neal Communities	(via phone)
Tom Panaseny	Neal Communities	(via phone)
Mistry Taylor	Bryant Miller Olive	(via phone)

**FIRST ORDER OF BUSINESS**

**Administrative Matters**

**Call to Order and Roll Call**

Ms. Carvalho called to order at 1:31 pm the meeting of the Board of Supervisors of the North River Ranch Community Development District and proceeded with roll call. The persons in attendance are outlined above either in person or via speaker phone.

**Public Comment Period**

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

**SECOND ORDER OF BUSINESS**

**General Business Matters**

**Consideration of the Minutes of the November 11, 2020 Board of Supervisors' Meeting**

The Board reviewed the Minutes of the November 11, 2020 Board of Supervisors' Meeting.

On MOTION by Mr. Weidemiller, seconded by Ms. Matthews, with all in favor, the Board approved the Minutes of the November 11, 2020 Board of Supervisors' Meeting.

**Consideration of the Minutes of the November 3, 2020 Landowners Election Meeting**

The Board reviewed the Minutes of the November 3, 2020 Landowners' Election Meeting.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved the Minutes of the November 3, 2020 Landowners' Election Meeting.

**Consideration of Resolution 2021-06, Canvassing and Certifying the Results of the Landowners' Election Meeting**

Ms. Carvalho explained how the Resolution pertains to the results of the proxy holder from November 2, 2020 Landowners' Election Meeting. The terms of the Board members are outlined by name and term tenure.

On MOTION by Ms. Matthews, seconded by Mr. Williams, with all in favor, the Board approved the Resolution 2021-06, Canvassing and Certifying the Results of the Landowners' Election Meeting.

**Consideration of Resolution 2021-03, Bring Down Resolution**

- a. Exhibit A- Supplement Engineers Report
- b. Exhibit B- Supplement Assessment Report
- c. Exhibit C- District Lands

Kim Ashton reviewed the Resolution 2021-03 for the Board.

On MOTION by Mr. Williams, seconded by Ms. Heim, with all in favor, the Board approved Resolution 2021-03.

**Consideration of Resolution 2021-04, Election Officers Position**

Ms. Carvalho explained the Resolution 2021-04 to the Board to confirm the Officers' positions.

On MOTION by Mr. Weidemiller, seconded by Mr. Williams, with all in favor, the Board approved the Resolution 2021-04, Election Officers Position.

**Consideration of Resolution 2021-05, Ratification of Revised Adopted Budget for Fiscal Year 2020**

Ms. Carvalho presented the Resolution and the Exhibit for the Board to review.

As previously discussed, if there was need to revise the Budget for FY 2020 it would be revisited by the Board. The Resolution and Exhibit which outlined the changes done by line items to balance the Budget.

On MOTION by Mr. Williams, seconded by Ms. Matthews, with all in favor, the Board approved the Resolution 2021-05, Ratification of Revised Adopted Budget for Fiscal Year 2020.

**Ratification of Grau & Associates  
Engagement Letter for FY 2020  
Audit Report**

Ms. Carvalho presented the Grau & Associates Engagement Letter for FY 2020 Audit Report.

On MOTION by Mr. Weidemiller, seconded by Ms. Heim, with all in favor, the Board ratified the Grau & Associates Engagement Letter for FY 2020 Audit Report.

**Ratification of Funding Requests  
2021-04**

Ms. Carvalho presented Funding Request # 2021-04.

On MOTION by Mr. Williams, seconded by Ms. Matthews, with all in favor, the Board ratified Funding Request 2021-04.

**Review of District Financial  
Statements.**

The Board reviewed the District's Financial Statements through November 30, 2020.

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

**THIRD ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**District Counsel** – No Report

**District Engineer** – Mr. Fisher stated that bids were received back from the construction of Phase 4A.

RIPA & Associates - \$9.7 million

John M. Hall- \$11.4 million

After reviewing both bids in comparison both were the same in quality perspective. Mr. Fisher recommends moving forward and pursuing the contract with RIPA & Associates for the first phase of construction. The main difference between the bids pertains the pricing of the earthwork for the stockpile that will occur in a future phase.

Mr. Vogler stated there is an item that needs to be added to agenda; a request to District Management to add the item and attach to the agenda for the Board to review and approve was made. Mr. Vogler observed that there is an existing agreement in place, which simply needs to be performed. When North River Ranch CDD funds become available the District will deliver the funds to be accounted for by Fieldstone CDD. Mr. Vogler further clarified when the funds arrive in the Fieldstone CDD accounts there will still be an engineer's requisition of the funds. In addition, the funds will be identified and the purpose of the disbursement of funds to the Developer.

Mr. Schier posed a question regarding if there are concerns for the Board to consider in order to implement transfer for the construction from Fieldstone CDD related to the Interlock Agreement (\$4 million) between North River Ranch CDD and Fieldstone CDD.

**District Manager** – Ms. Carvalho noted for the record that the next scheduled meeting will be a continuation of the current meeting held on January 8, 2021.

**Audience Comments and  
Supervisor Requests**

There were no Supervisor requests or audience comments.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

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

Further business such as the Dewberry Proposal for Professional Services regarding Phase 4A and Phase 4B will be discussed in the continued meeting.

ON MOTION by Mr. Williams, seconded by Ms. Matthews, with all in favor, the Board, December 8, 2020 Board of Supervisor's Meeting for the North River Ranch Community Development District was continued at 2:03 p.m. until December 21, 2020.

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson / Vice Chairperson



**North River Ranch  
Community Development District**

Consideration of the Draft Merger  
Agreement

**MERGER AGREEMENT BY AND BETWEEN  
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND NORTH  
RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

**North River Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida (hereinafter “CDD,”); and

**North River Ranch Improvement Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2020-191, *Laws of Florida Statutes*, and located in Manatee County, Florida (hereinafter “ISD” and together with the CDD, the “Districts”).

**Recitals**

**WHEREAS**, the CDD was established as of April 5, 2018, by Ordinance No. 18-08 adopted by the Board of County Commissioners of Manatee County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the ISD was established as of June 9, 2020, by Chapter 2020-191, Laws of Florida, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the CDD is currently located within that portion of the boundaries of the recently established ISD located within Manatee, Florida; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

**WHEREAS**, Chapter 2020-191(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the ISD and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

**WHEREAS**, because the CDD is located within the boundaries of the ISD, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts because, among

other reasons, the Merger would promote greater efficiency in the Districts' operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

**WHEREAS**, on \_\_\_\_\_, and \_\_\_\_\_, the Board of Supervisors (the "Board(s)") of the CDD and ISD adopted Resolutions \_\_\_\_\_ and \_\_\_\_\_, respectively, evidencing the Districts' intent to effectuate the Merger between the Districts, directing the Districts' staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the "Merger Approval Resolutions"); and

**WHEREAS**, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*, the CDD and ISD accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Recitals and Authority.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2020-191, *Laws of Florida*.

**2. The Merger.** Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with ISD a written request ("Merger Request") requesting that the CDD merge into the ISD that would effectuate the Merger of the CDD into and with the ISD as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Manatee County. The Merger shall become effective upon dissolution of the CDD by Manatee County (the "Merger Effective Date"). On the Merger Effective Date, the CDD shall be merged into and with the ISD as the surviving entity, and the CDD shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the ISD shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*.

**3. Delegation of Authority; Cooperation.** This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. **Funding.** The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2020-191, *Laws of Florida* District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. **Legal Opinions.** The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. **District Boundaries.** Upon the Merger, the surviving District shall be the ISD and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. **Board Members.** Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of ISD shall continue to operate as the Board of the Merged District.

8. **Property & Assets.** Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the “CDD Assets”) to the ISD. By execution of this Agreement, and as of the Merger Effective Date, the ISD accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. **Assessments.** Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the “CDD Assessments”) shall be payable when due to the ISD. By execution of this Agreement, and as of the Merger Effective Date, the CDD delegates, and the ISD accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding North River Ranch Community Development District (Manatee County, Florida), Capital Improvement Revenue Bonds, Series 2020A-1, Series 2020A-2, and Series 2020A-3 (the “Series 2020 Bonds”) issued by the CDD by virtue of the Merger contemplated herein, except that the liens shall be in favor of the ISD.

10. **Contracts.** Effective as of the Merger Effective Date, the ISD shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the “CDD Contracts”). The ISD shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the ISD as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the ISD accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

**11. Other Interlocal Agreements.** Effective as of the Merger Effective Date, the ISD shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Manatee County (“Other Interlocal Agreements”). The ISD shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the ISD as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the ISD accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

**12. Debts & Liabilities.** Effective as of the Merger Effective Date, the ISD shall be responsible for and have the obligation of all debts and liabilities of the CDD (the “CDD Debts & Liabilities”) by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD’s property, if any. Moreover, the ISD may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the ISD accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

**13. Insurance.** The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The ISD shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

**14. Audits.** Effective as of the Merger Effective Date, the CDD hereby authorizes the ISD to conduct, approve, and submit to appropriate authorities a final audit of the CDD’s financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, ISD agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD’s records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

**15. Accounts.** Effective as of the Merger Effective Date, the CDD authorizes ISD to assume control of all bank accounts held in the name of the CDD (the “Bank Accounts”), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into ISD accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to ISD, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the ISD accepts such control over the Bank Accounts.

**16. Budgets.** By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to ISD the authority to consolidate the CDD's budget with the ISD budget for the then-current fiscal year, and ISD agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to ISD's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, ISD agrees to amend the ISD budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

**17. Rules and Policies.** At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by ISD shall remain in place upon the Merger unless and until ISD finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

**18. Powers.** At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, ISD shall be additionally vested with any and all of the general and special powers of the CDD.

**19. Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

**20. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

**21. Authorization.** The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and ISD, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

**22. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**23. Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the

parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

**24. Assignment.** The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**25. Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Manatee County, Florida.

**26. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**27. Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

**28. Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**29. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**31. Effective Date; Merger Effective Date and Termination.** This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and ISD, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Manatee County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the undersigned executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

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

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Chairman

Witness:

By: \_\_\_\_\_  
Its Vice-Chairman

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Its Assistant Secretary

Witness:

By: \_\_\_\_\_  
Its Assistant Secretary

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Its Assistant Treasurer

**STATE OF FLORIDA     )**  
**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021 by the Board of Supervisors of the North River Ranch Community Development District.

[Notary Seal]

\_\_\_\_\_  
Each Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



**IN WITNESS WHEREOF**, the undersigned executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**NORTH RIVER RANCH  
IMPROVEMENT STEWARDSHIP  
DISTRICT  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Chairman

Witness:

By: \_\_\_\_\_  
Its Vice-Chairman

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Its Assistant Secretary

Witness:

By: \_\_\_\_\_  
Its Assistant Secretary

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Its Assistant Secretary

**STATE OF FLORIDA     )**  
**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021\_ by the Board of Supervisors of the North River Ranch Improvement Stewardship District.

[Notary Seal]

\_\_\_\_\_  
Each Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned as District Manager of North River Ranch Community Development District accepts the authority delegated by this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**PFM GROUP CONSULTING, LLC**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Director

Witness:

\_\_\_\_\_  
Printed Name

Witness:

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**        )  
**COUNTY OF** \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ as District Manager of North River Ranch Community Development District.

[Notary Seal]

\_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:**    ISD Boundaries as of Merger Effective Date

**North River Ranch  
Community Development District**

Consideration of Resolution 2021-07,  
Setting Public Hearing on Merger and  
Other Matters

## **RESOLUTION 2021-07**

**A RESOLUTION OF THE NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT APPROVING A MERGER AGREEMENT BETWEEN THE NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND THE NORTH RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT; AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE MERGER PROCESS; SETTING A PUBLIC HEARING; LIMITING THE EFFECTIVE DATE OF ANTICIPATED MERGER; AND PROVIDING SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, North River Ranch Community Development District (“North River Ranch CDD”) is a local unit of special-purpose government pursuant to Chapter 190, Florida Statutes, and established by Manatee County, Florida (“County”) pursuant to Ordinance No. 18-08 (“Ordinance”), for the purpose of planning, financing, constructing, operating, and/or maintaining public infrastructure improvements; and

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

**WHEREAS**, the Board of Supervisors of North River Ranch CDD has determined that a merger with the NNR ISD (together the “Districts”) is in the best interests of the Districts because, among other reasons, the Merger would:

- (a) Eliminate redundant overhead costs and other expenses;
- (b) Promote greater efficiency in the Districts’ maintenance and operation of existing projects benefitting both Districts; and
- (c) Better achieve the original public infrastructure delivery and maintenance plans for the Districts; and
- (d) Provide greater access to recreational improvements.

**WHEREAS**, pursuant to Section 190.046, Florida Statutes, and the Act, an agreement has been prepared in the form attached hereto as **Exhibit A** (“Merger Agreement”), which Agreement sets forth the terms for effecting the Merger including, among other things, making provision for the filing of the merger request, for the proper allocation of the indebtedness so assumed, and for the manner in which said debt shall be retired; and

**WHEREAS**, Section 190.046(3) of the Florida Statutes authorizes the merger of community development districts as follows, with emphasis added:

A community development district may also merge with another type of special district created by special act pursuant to the terms of that special act. . . . The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts. . . . the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired. The approval of the merger agreement and the petition by the board of supervisors of the district shall constitute consent of the landowners within the district. A community development district merging with another type of district may also enter into a merger agreement to address issues of transition, including the allocation of indebtedness and retirement of debt.; and

**WHEREAS**, Section (6)(27) of the Act also authorizes the merger of a community development district with NNR ISD as follows, with emphasis added:

The district may merger with one or more community development districts situated wholly within its boundaries. The district shall be the surviving entity of the merger. Any merger shall commence upon each such community development district filing a written request for merger with the district. A copy of the written request shall also be filed with Manatee County. The district, subject to the direction of its board of supervisors, shall enter into a merger agreement which shall provide for the proper allocation of debt, the manner in which such debt shall be retired, the transition of the community development district board, and the transfer of all financial obligations and operating and maintenance responsibilities to the district. The execution of the merger agreement by the district and each community development district constitutes consent of the landowners within each district.

**WHEREAS**, the Board desires to set forth its intent that the Merger result in the abolishment of North River Ranch CDD; and

**WHEREAS**, the Merger Agreement provides that, as the surviving district, NNR ISD will assume all indebtedness of, and receive title to, all property owned by North River Ranch CDD; and

**WHEREAS**, the Merger Agreement provides that all existing bond indebtedness continue to be secured by, and allocated in the same manner as, the existing debt assessment liens; and

**WHEREAS**, the Merger Agreement provides that the Merger will not adversely affect the rights of creditors of either of the Districts or other parties with whom either of the Districts has entered into a contractual relationship; and

**WHEREAS**, as with the existing Districts, the area of land within the surviving district will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, as with the existing Districts, the surviving district is the best alternative available for delivering community development services and facilities; and

**WHEREAS**, as with the existing Districts, the area of land that will lie in the amended boundaries of the surviving district is amenable to separate special district government; and

**WHEREAS**, in order to seek the Merger pursuant to Chapter 190, Florida Statutes, and the Act, the North River Ranch CDD must authorize its staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the merger process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by the North River Ranch CDD staff may require the expenditure of certain fees, costs, and other expenses as authorized by the North River Ranch CDD Board of Supervisors; and

**WHEREAS**, North River Ranch CDD desires to approve the Merger Agreement and hereby authorize North River Ranch CDD staff to effect the Merger consistent with the Merger Agreement and the procedures and processes described in Chapter 190, Florida Statutes, and Chapter 2020-191, Laws of Florida, which processes include the preparation of a written request to NNR ISD, setting the public hearing thereon, and such other actions as are necessary in furtherance of the merger process.

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

1. **Recitals.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
2. **Approval of Merger Agreement.** The Board hereby approves for execution the Merger Agreement in the form attached hereto as **Exhibit A**.

3. **Authorization for Merger.** The Board hereby directs the Chairman, Vice Chairman, and all other officers of the District, and District Staff, to proceed as necessary in the preparation and filing of a request and related materials with the North River Ranch Improvement Stewardship District to seek the merger of North River Ranch CDD and NNR ISD consistent with the terms of the Merger Agreement, Chapter 190, Florida Statutes, and Chapter 2020-191, Laws of Florida, and further authorizes the prosecution of the procedural requirements detailed in Chapter 2020-191, Laws of Florida, for the Merger.

4. **Setting the Public Hearing on Merger.** A public hearing will be held to provide information and take public comment on the proposed merger and Merger Agreement on \_\_\_\_\_, 2021 at \_\_\_\_\_ .m. at \_\_\_\_\_ . Notice shall be published in accordance with the provisions of Chapter 2020-191(6)(27), Laws of Florida.

5. **Effective Date of Merger.** Pursuant to the Merger Agreement, the effective date of the Merger shall be upon dissolution of the North River Ranch CDD by Manatee County.

6. **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.

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

ADOPTED THIS 13<sup>th</sup> DAY OF JANUARY, 2021

ATTEST:

**NORTH RIVER RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Proposed Merger Agreement

**MERGER AGREEMENT BY AND BETWEEN  
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND NORTH  
RIVER RANCH IMPROVEMENT STEWARDSHIP DISTRICT**

This Merger Agreement (the “Agreement”) is made and entered into by and between the following:

**North River Ranch Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Manatee County, Florida (hereinafter “CDD,”); and

**North River Ranch Improvement Stewardship District**, a local unit of special-purpose government established pursuant to Chapter 2020-191, *Laws of Florida Statutes*, and located in Manatee County, Florida (hereinafter “ISD” and together with the CDD, the “Districts”).

**Recitals**

**WHEREAS**, the CDD was established as of April 5, 2018, by Ordinance No. 18-08 adopted by the Board of County Commissioners of Manatee County, Florida for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the ISD was established as of June 9, 2020, by Chapter 2020-191, Laws of Florida, for the purposes of planning, financing, constructing, operating and/or maintaining public infrastructure improvements; and

**WHEREAS**, the CDD is currently located within that portion of the boundaries of the recently established ISD located within Manatee, Florida; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, authorizes the merger of community development districts and other types of special districts, and;

**WHEREAS**, Chapter 2020-191(6)(27), *Laws of Florida*, authorizes the merger of one or more community development districts situated wholly within the boundaries of the ISD and provides that, the districts desiring to merge enter into a merger agreement which provides for the proper allocation of the indebtedness assumed by the merged district and the manner in which such debt shall be retired; and

**WHEREAS**, Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*, provide that the approval and execution of the merger agreement by the board of supervisors of the district shall constitute the consent of the landowners within such district with respect to the merger; and

**WHEREAS**, because the CDD is located within the boundaries of the ISD, a merger of the Districts (hereinafter the “Merger”) is in the best interests of the Districts because, among



other reasons, the Merger would promote greater efficiency in the Districts' operations, eliminate redundant overhead costs and other expenses, and reduce future operations and maintenance assessments in the aggregate; and

**WHEREAS**, on \_\_\_\_\_, and \_\_\_\_\_, the Board of Supervisors (the "Board(s)") of the CDD and ISD adopted Resolutions \_\_\_\_\_ and \_\_\_\_\_, respectively, evidencing the Districts' intent to effectuate the Merger between the Districts, directing the Districts' staff to take all actions necessary in effectuating same, and approving the form of an agreement between the Districts related to the merger and of the request requesting the Merger (collectively, the "Merger Approval Resolutions"); and

**WHEREAS**, in accordance with Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*, the CDD and ISD accordingly desire to set forth their mutual understanding, rights and obligations with respect to the Merger.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Recitals and Authority.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provisions of Florida law, including, but not limited to, Chapter 190, *Florida Statutes*, and Chapter 2020-191, *Laws of Florida*.

**2. The Merger.** Pursuant to the Merger Approval Resolutions, the CDD shall cause to be filed with ISD a written request ("Merger Request") requesting that the CDD merge into the ISD that would effectuate the Merger of the CDD into and with the ISD as the surviving entity. In addition, the CDD shall file a copy of the Merger Request with Manatee County. The Merger shall become effective upon dissolution of the CDD by Manatee County (the "Merger Effective Date"). On the Merger Effective Date, the CDD shall be merged into and with the ISD as the surviving entity, and the CDD shall thereafter cease to exist. It is the intent of the Districts that the transfer, assignment, vesting, and assumption of all rights, property, assets, assessments, contracts, agreements, insurance, debts, and liabilities from the CDD into the ISD shall automatically occur on the Merger Effective Date, by virtue of the Merger pursuant to Section 190.046(3), *Florida Statutes*, and Chapter 2020-191(6)(27), *Laws of Florida*.

**3. Delegation of Authority; Cooperation.** This Agreement supplements, as necessary, the authorization, direction and delegation of authority to the Districts' Chairpersons, Vice Chairpersons, and District officers and/or staff (collectively, "District Staff") as provided in the Merger Approval Resolutions to further authorize and delegate to District Staff the authority to effectuate the transfer of powers, duties, liabilities, claims and assets, etc. as may be necessary to effectuate the Merger. The Districts agree to continue to cooperate and take all actions reasonably necessary and in a timely manner to permit a prompt response in all proceedings relating to the Merger.

4. **Funding.** The Districts recognize that in order to seek a Merger pursuant to Chapter 190, *Florida Statutes*, and Chapter 2020-191, *Laws of Florida* District Staff, including but not limited to legal, engineering, financial and managerial staff, among others, must provide certain services necessary to the effectuate the same. The Districts are authorized to enter into such funding agreements as are necessary to accomplish the Merger.

5. **Legal Opinions.** The Districts shall cause to be provided, or otherwise obtain, any legal opinions necessary to effectuate the Merger.

6. **District Boundaries.** Upon the Merger, the surviving District shall be the ISD and the CDD shall cease to exist. As of the Merger Effective Date, the boundaries of Merged District shall be as set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

7. **Board Members.** Upon the Merger Effective Date, the Board of the CDD shall cease to exist and the Board of ISD shall continue to operate as the Board of the Merged District.

8. **Property & Assets.** Effective as of the Merger Effective Date, the CDD passes all title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims, and judgments held and owned by the CDD (the “CDD Assets”) to the ISD. By execution of this Agreement, and as of the Merger Effective Date, the ISD accepts and is hereby vested with the authority necessary to effect such transfer from or on behalf of the CDD, and receive such title, rights, ownership of property, moneys, uncollected taxes and/or assessments, dues, receivables, claims and judgments.

9. **Assessments.** Effective as of the Merger Effective Date, all non-ad valorem or special assessments levied by the CDD against property in the CDD (the “CDD Assessments”) shall be payable when due to the ISD. By execution of this Agreement, and as of the Merger Effective Date, the CDD delegates, and the ISD accepts, the authority to collect upon and enforce any such assessment liens, whether under the Uniform Method of Collection or any other method under Florida law. Following the Merger Effective Date, there shall be no change in the assessment liens on the specific lands securing the outstanding North River Ranch Community Development District (Manatee County, Florida), Capital Improvement Revenue Bonds, Series 2020A-1, Series 2020A-2, and Series 2020A-3 (the “Series 2020 Bonds”) issued by the CDD by virtue of the Merger contemplated herein, except that the liens shall be in favor of the ISD.

10. **Contracts.** Effective as of the Merger Effective Date, the ISD shall be responsible for, and bound by, all contracts to which the CDD is presently a party and which are not terminated as of the Merger Effective Date (the “CDD Contracts”). The ISD shall assume the liabilities arising from the CDD Contracts and be entitled to the benefits of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the CDD Contracts to the ISD as of the Merger Effective Date with no further action required on behalf of the Districts unless consent by assignment is required by a third party. If such consent is required by a third party, the CDD shall obtain such consent to assignment or terminate the contract in accordance with its terms. By execution of this Agreement, the CDD delegates, and the ISD accepts, the authority to enforce and/or effect the disposition of all CDD Contracts, including but not limited to the assignment, amendment, and/or termination of the same.

**11. Other Interlocal Agreements.** Effective as of the Merger Effective Date, the ISD shall be responsible for, and be bound by, all other interlocal agreements to which the CDD is a party, including any with Manatee County (“Other Interlocal Agreements”). The ISD shall assume the liabilities arising from such interlocal agreements and be entitled to the benefit of the same by operation of law. In addition, this Agreement shall affect the assignment, if needed, of the Other Interlocal Agreements by the CDD to the ISD as of the Merger Effective Date with no further action required by the Districts. To the extent necessary, if any, the CDD delegates, and the ISD accepts, the authority to enforce and/or effect the disposition of all such interlocal agreements, including but not limited to the assignment, amendment and/or termination of the same.

**12. Debts & Liabilities.** Effective as of the Merger Effective Date, the ISD shall be responsible for and have the obligation of all debts and liabilities of the CDD (the “CDD Debts & Liabilities”) by operation of law. The Districts agree that, pursuant to Section 190.046, *Florida Statutes*, the Merger shall not impair the rights of creditors and liens upon the CDD’s property, if any. Moreover, the ISD may be substituted for the CDD in any claim existing, or action or proceeding pending by or against the CDD. To the extent necessary, the CDD delegates, and the ISD accepts, the authority to satisfy, fulfill, and pay all CDD Debts & Liabilities and defend against any claim or action proceeding by or against the CDD.

**13. Insurance.** The CDD shall terminate its insurance coverage effective thirty (30) days from the Merger Effective Date. The ISD shall ensure that payment of the premium for that coverage is made so as to prevent any lapse in coverage, and shall be entitled to receive any refund of any overpayment for such insurance due to the cancellation.

**14. Audits.** Effective as of the Merger Effective Date, the CDD hereby authorizes the ISD to conduct, approve, and submit to appropriate authorities a final audit of the CDD’s financial records pursuant to Section 190.007(2), *Florida Statutes*, and the submittal of any additional financial reports or statements required by law. By execution of this Agreement, ISD agrees to conduct, approve, and submit to appropriate authorities a final audit of CDD’s records pursuant to Section 190.007(2), *Florida Statutes*, and to submit all required additional financial reports or statements required by law. The Districts agree that the preparation of the above-referenced audit shall not commence until after the Merger Effective Date.

**15. Accounts.** Effective as of the Merger Effective Date, the CDD authorizes ISD to assume control of all bank accounts held in the name of the CDD (the “Bank Accounts”), and to take any actions necessary to utilize such funds to pay obligations of the CDD which may become due after the Merger Effective Date or to transfer any funds remaining in such accounts into ISD accounts. Such actions may include, but are not limited to, the expenditure of funds from the Bank Accounts for payment of services rendered to the CDD prior to the Merger Effective Date, the transfer of such funds from the CDD to ISD, and the closing of such Bank Accounts which shall occur within forty-five (45) days of the Merger Effective Date. By execution of this Agreement, and as of the Merger Effective Date, the ISD accepts such control over the Bank Accounts.

**16. Budgets.** By execution of this Agreement, and effective as of the Merger Effective Date, the CDD delegates to ISD the authority to consolidate the CDD's budget with the ISD budget for the then-current fiscal year, and ISD agrees to take any and all such actions with respect to the consolidation of the Districts' budgets. As the Districts acknowledge that the necessary amendments to ISD's budget to reflect the Merger must occur after the closing of the financial accounts and records of the CDD, ISD agrees to amend the ISD budget to reflect the Merger, including amendments to both revenues and expenses, within sixty (60) days of the Merger Effective Date.

**17. Rules and Policies.** At the time of this Agreement, the Districts have their own Rules of Procedure. Any additional rules, rates, or policies adopted by ISD shall remain in place upon the Merger unless and until ISD finds, in its sole discretion, that it is in its best interests to amend such rules, rates, or policies.

**18. Powers.** At the time of this Agreement, the CDD shall continue to have all of its existing general and special powers. Effective as of the Merger Effective Date, ISD shall be additionally vested with any and all of the general and special powers of the CDD.

**19. Default and Protection Against Third Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Each party shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair a party's right to protect its rights from interference by a third party to this Agreement.

**20. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing approved by the Boards of Supervisors of each of the Districts.

**21. Authorization.** The execution of this Agreement has been duly authorized by the Boards of Supervisors for the CDD and ISD, all parties have complied with all the requirements of law, and all parties have full power and authority to comply with the terms and provisions of this instrument.

**22. Arm's Length Transaction.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel of their choosing. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**23. Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the

parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

**24. Assignment.** The parties may not assign any part of this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

**25. Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Manatee County, Florida.

**26. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**27. Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of either party's limitations on liability, as set forth in Section 768.28, *Florida Statutes*, or other applicable statute or law.

**28. Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**29. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**30. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. However, all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**31. Effective Date; Merger Effective Date and Termination.** This Agreement shall be effective upon the execution by a majority of the Board of Supervisors of the CDD and ISD, and upon the recordation of a fully-executed copy of the Agreement in the Official Records of Manatee County, Florida. The Agreement shall continue to be effective until the earlier of either: (a) the date following the Merger Effective Date upon which all obligations and requirements set forth under this Agreement have been satisfied; or (b) termination of this Agreement upon sixty (60) days written notice by the terminating party. The terminating party shall record a Notice of Termination of this Agreement immediately after the effective date of termination.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the undersigned executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

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

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Chairman

Witness:

By: \_\_\_\_\_  
Its Vice-Chairman

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Its Assistant Secretary

Witness:

By: \_\_\_\_\_  
Its Assistant Secretary

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Its Assistant Treasurer

**STATE OF FLORIDA     )**  
**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021 by the Board of Supervisors of the North River Ranch Community Development District.

[Notary Seal]

\_\_\_\_\_  
Each Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**NORTH RIVER RANCH  
IMPROVEMENT STEWARDSHIP  
DISTRICT  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Chairman

Witness:

By: \_\_\_\_\_  
Its Vice-Chairman

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Its Assistant Secretary

Witness:

By: \_\_\_\_\_  
Its Assistant Secretary

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Its Assistant Secretary

**STATE OF FLORIDA     )**  
**COUNTY OF \_\_\_\_\_)**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021\_ by the Board of Supervisors of the North River Ranch Improvement Stewardship District.

[Notary Seal]

\_\_\_\_\_  
Each Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned as District Manager of North River Ranch Community Development District accepts the authority delegated by this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**PFM GROUP CONSULTING, LLC**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Its Director

Witness:

\_\_\_\_\_  
Printed Name

Witness:

\_\_\_\_\_  
Printed Name

**STATE OF FLORIDA**        )  
**COUNTY OF** \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ as District Manager of North River Ranch Community Development District.

[Notary Seal]

\_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**Exhibit A:**    ISD Boundaries as of Merger Effective Date



**North River Ranch  
Community Development District**

Review & Consideration of the Survey  
Contract for Phase 4A and 4B



**December 18<sup>th</sup>, 2020**

**Mark Roscoe**  
Nealland  
5824 Lakewood Ranch Blvd  
Sarasota, FL 34240

**RE: North River Ranch, Phase 4A and 4B**

Dear Mr. Roscoe,

Thank you for selecting GeoPoint Surveying, Inc. to provide survey services for the above referenced project. Our services under this proposal, which will turn into a binding contract upon your signature ("Contract"), are as follows:

**Project Assumptions:**

1. **Nealland, ("Client")** will provide GeoPoint Surveying, Inc. with current and complete digital files in AutoCAD 2008 format of the Construction Plans for the above referenced project, and authorization to use said plans to prepare documents.
2. Client will provide GeoPoint Surveying, Inc. with a complete set of approved construction plans.
3. Client will notify GeoPoint Surveying, Inc. of any and all changes, omissions, and additions to the construction plans, and will provide us with a digital AutoCAD 2008 drawing of any such changes and a revised set of construction plans.
4. This proposal does not include GeoPoint Surveying, Inc identifying areas of conflict in the form of other utilities, pressure pipe, and etc. that may cross or interfere with the proposed installation of water line, force main, sanitary sewer, or storm sewer systems, other than what is shown on construction plans.

**Scope of Services:**

**A. Construction Layout Phase (NOTE: ALL STAKING IS ONE TIME ONLY):**

1. **Setting Control for Construction Layout:** GeoPoint Surveying, Inc. will set horizontal & vertical control points necessary to complete the construction layout for the above referenced project. Control points will be referenced to the provided construction plans.
2. **Erosion Control:** Stake silt fence at 100-foot intervals or as necessary for construction. (Note: Client will inform GeoPoint Surveying, Inc. prior to staking as to

whether or not offsets will be required. It is understood that all stakes will be located on the erosion control line, unless requested otherwise)

3. **Rough Centerline of Road Grade Staking:** Set lath with grade on centerline of road at 100-foot intervals on tangent, and 50-foot intervals on curves.
4. **Storm Sewer:** Staking of storm sewer inlets - Set lath at center of structure with two offset hubs graded to top of structure, and set two laths at each end of inlet at proposed back of curb for alignment. Staking of control structures, mitered end sections, and manholes – Set lath at proposed center of proposed manhole and control structure, and at end of pipe for mitered end sections with two offset hubs with grades marked on laths.
5. **Ponds and Mitigation Areas:** Staking of ponds – Set lath at proposed top of bank at intervals necessary for construction with grades marked on lath to top of bank elevation. Mitigation Areas – Set lath at proposed top bank, contour breaks, and bottom with grades marked on lath.
6. **Sanitary Sewer:** Staking of sanitary sewer manholes, clean outs, & forcemain – Set lath at proposed center of structure with two offset hubs graded to top of structure and laths at 100' intervals for forcemain.
7. **Water Distribution Mains:** Set laths with grades to top of dirt at 100-foot intervals or as necessary for construction, and stake fittings, valves, fire hydrants, and bends.
8. **Curb / Edge of Pavement:** Set lath on offset from back of curb (Offset specified by client) with cut or fill to back of curb grade, unless requested otherwise. Staking interval will be 50-foot on tangents and 25-foot on curves where the curves radius is less than 100-feet.

#### **B. As-Built Survey Services:**

GeoPoint Surveying, Inc. will perform necessary surveying services to meet the requirements of the applicable governmental agency. The following is our proposed scope of services for the Certification Phase:

1. **Ponds, Sumps, Berms, & Drainage Ditches:** GeoPoint Surveying will survey the location of constructed ponds, sumps, berms, and drainage ditches, if required, at locations specified by applicable municipality standards.
2. **Storm Sewer:** Survey the location and elevation of storm sewer control structures, inlets, mitered end sections, storm pipe inverts (verify pipe lengths and slopes), and manholes. In addition, measure critical dimensions of storm sewer structures.
3. **Sanitary Sewer:** Survey sanitary sewer line inverts, slopes, and manhole tops, and location of forcemain based on marker stakes or curb marks supplied by the contractor.
4. **Water Lines:** Survey locations of water lines, valves, fire hydrants, and blow-offs.

#### **C. Record Drawing Preparation:**

GeoPoint Surveying, Inc. will provide to the Client a digital file with the As-Built Locations along with applicable marked up construction drawings showing the applicable As-Built measurements. GeoPoint Surveying, Inc. will not produce As-Built drawings for submittal. GeoPoint Surveying, Inc. will provide a Surveyor's Report or sign and seal drawings prepared by client.

**D. Miscellaneous, and Additional Staking Services:**

1. Staking of: sidewalks; pathways; walls/fences; conduits; light poles; planters; buildings; boring locations, and; items not listed in above Section A, will be performed on an hourly basis, at our prevailing hourly rates (See Attachment "B").
2. Re-staking of: curbing; ponds; utilities; structures, and; other items that may require re-staking will be performed on an hourly basis, at our prevailing hourly rates (See Attachment "B").
3. Requests for meetings pertaining to construction or surveying will be performed on an hourly basis, at our prevailing hourly rates (See Attachment "B").

**FEE Schedule:**

**Phase 4A (Full Construction)**

Task	Task Description	Fee Type	Amount
A	Construction Layout Phase	Lump Sum	<b>\$84,700</b>
B	As-Built Survey Services	Lump Sum	<b>\$33,800</b>
C	Record Drawing Preparation	Lump Sum	<b>\$12,500</b>
D	Miscellaneous, and Additional Staking Services	Hourly	<b>\$-----</b>

**Phase 4B (Mass Grading)**

Task	Task Description	Fee Type	Amount
A	Construction Layout Phase	Lump Sum	<b>\$14,000</b>
B	As-Built Survey Services	Lump Sum	<b>\$5,000</b>
D	Miscellaneous, and Additional Staking Services	Hourly	<b>\$-----</b>

**Phase 4B (Utility and Roadway Construction)**

<b>Task</b>	<b>Task Description</b>	<b>Fee Type</b>	<b>Amount</b>
<b>A</b>	Construction Layout Phase	Lump Sum	<b>\$35,000</b>
<b>B</b>	As-Built Survey Services	Lump Sum	<b>\$14,600</b>
<b>C</b>	Record Drawing Preparation	Lump Sum	<b>\$7,500</b>
<b>D</b>	Miscellaneous, and Additional Staking Services	Hourly	<b>\$-----</b>

If the foregoing and the Terms and Conditions of the Contract in **Attachment "A"**, meets with your approval, please execute the acceptance below and return one copy for our files. We certainly look forward to working with you on this project.

Sincerely,

**GeoPoint Surveying, Inc.**

**Accepted By: Nealland**

By:

\_\_\_\_\_  
(Authorized Signature)

Justin Brantley, P.S.M.  
Vice President, Owner

\_\_\_\_\_  
(Print Name and Title)

By:

\_\_\_\_\_  
(Authorized Signature)

Date:

\_\_\_\_\_  
(Print Name and Title)

File Name: J:\North River Ranch\Contracts\Nealland\Phase 4A and 4B Construction ea.JOB 12.18.2020

## Attachment "A" Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 ½ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

Client shall indemnify, defend and hold harmless GeoPoint Surveying, Inc., from and against any claims, liabilities, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) GeoPoint Surveying, Inc., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this Contract, except to the extent such claims arise from the gross negligence or intentional misconduct of GeoPoint Surveying, Inc.

The prevailing party in any litigation between the parties relating to or arising out of this Contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "**Documents**") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.

## **Attachment "A"**

### **Terms and Conditions**

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.



## Attachment "B" Hourly Rates Schedule

**Personnel Hourly Rates:**

Principal .....	\$ 190 / hour
Expert Witness Testimony .....	\$ 275 / hour
Professional Surveyor & Mapper .....	\$ 135 / hour
Survey Project Manager .....	\$ 125 / hour
GIS Project Manager .....	\$ 130 / hour
Field Supervisor .....	\$ 120 / hour
GIS Mapper Technician .....	\$ 105 / hour
Survey Mapper Technician I .....	\$ 95 / hour
Survey Mapper Technician II .....	\$ 105 / hour
Administrative Assistant .....	\$ 55 / hour
Four Man Field Crew .....	\$ 155 / hour
Three Man Field Crew .....	\$ 140 / hour
Two Man Field Crew .....	\$ 125 / hour
One Man Field Crew .....	\$ 110 / hour
Maintenance of Traffic Crew .....	\$ 100 / hour
Hydrographic / Bathymetric Field Crew .....	\$ 325 / hour

**Included in Above Cost:**

- ✓ Office and Field Computer Systems and Software
- ✓ Four (4) copies of Plats, Surveys, or Maps
- ✓ Total Station (Manual or Robotic) with Data Collector
- ✓ GPS Receivers used for either RTK or Static
- ✓ 4x4 Survey Crew Truck with Misc. Equipment & Safety Gear

**Additional Equipment Costs:**

Electromagnetic Utility / Pipe Locator .....	\$ 35 / hour
Boat (Small Rivers and Ponds) .....	\$ 50 / hour
Boat (Larger Rivers, Lakes, and Bays) .....	\$ 80 / hour
Boat (Ocean) .....	Quote
Additional 4x4 Survey Crew Truck .....	\$ 40 / hour
All Terrain Vehicle (ATV) .....	\$ 55 / hour

**Reimbursable Expenses:**

Mileage Exceeding a 50-mile Radius .....	Current IRS Rate
Personnel Per Diem Expense .....	\$ 100 / Person
Arch E (36"x48") Black & White Copies .....	\$ 10.00 / each
Arch D (24"x36") Black & White Copies .....	\$ 6.00 / each
Arch D (24"x36") Full Color Copies .....	\$35.00 / each
Arch C (18"x24") Black & White Copies .....	\$ 3.00 / each
Arch C (18"x24") Full Color Copies .....	\$ 25.00 / each
Arch B (11"x17") Black & White Copies .....	\$ 1.50 / each
Arch B (11"x17") Full Color Copies .....	\$ 8.50 / each
Letter & Legal Black & White Copies .....	\$ 0.06 / each
Letter & Legal Full Color Copies .....	\$0.75 / each
Other Expenses Including Consultants .....	Cost Plus 10%



**North River Ranch  
Community Development District**

Ratification of the Sunrise Landscape  
Contract



• Landscaping • Irrigation • Property Maintenance • Tree Farms

December 11, 2012

Neal Land & Neighborhoods  
Mark Roscoe  
5824 Lakewood Ranch Blvd  
Sarasota, FL 34240  
941-376-8496  
[mroscoe@nealland.com](mailto:mroscoe@nealland.com)

RE: Revised Landscape Proposal for  
NRR Brightwood Fort Hamer Extension Entry

Dear Mark Roscoe,

Thank you for the opportunity to bid on this project. Find the following Sunrise Landscape Contractors, Inc.'s proposal with the landscape materials itemized for your review. Please note that this proposal is based on plans prepared by Booth Design Group dated 08-28-20 and our recent site meeting.

Proposal Summary:

Landscape Materials:	\$43,457.35
Sod:	\$4,996.13
Irrigation Total:	\$35,725.00

**GRAND TOTAL:** \$84,178.48 \*

\* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landscape looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

Sincerely

*Chris Griesenbeck*

Chris Griesenbeck

*Sum 12/11/2020*

Attachments:

Itemized Summary

Clarifications and Exclusions

Sunrise Landscaping Contractors, Inc.

P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155

## Itemized Summary - NRR Brightwood Fort Hamer Extension Entry

## Landscape Materials

Qty	Description	Price	Unit	Total
120	Green Island Ficus 16-18"H 12"spread 3Gal Full	\$11.25	per	\$1,350.00
210	Downy Jasmine 16"H 12-14"spread 3Gal	\$11.50	per	\$2,415.00
2	Hong Kong Orchid 12'H 5'spread 2.5"Cal	\$325.00	per	\$650.00
150	Mrs Schillers Delight Viburnum 16"H 18"spread 3Gal Full	\$11.85	per	\$1,777.50
10	Tree Form Ligustrum 8'H 8'spread Multi	\$450.00	per	\$4,500.00
140	Blueberry Flax Lily 16"H 8"spread 3Gal Full	\$11.00	per	\$1,540.00
56	Pineapple Guava 24"H 12"spread 3Gal	\$13.85	per	\$775.60
295	Parsons Juniper 8"H 12"spread 1Gal	\$4.95	per	\$1,460.25
8	Ribbon Palm 18'OA 8'CT	\$525.00	per	\$4,200.00
3	Bismark Palm 24'OA 10-12'CT	\$2,100.00	per	\$6,300.00
340	Blue Daze Blue My Mind 6-8"H 1Gal Full	\$4.95	per	\$1,683.00
32	Thryallis 24"H 12"spread 3Gal	\$11.50	per	\$368.00
4	Silver Buttonwood 12'H Standard	\$345.00	per	\$1,380.00
6	Stewarts Live Oak (plant only) 20'H 10"Cal	\$450.00	per	\$2,700.00
400	Variagated Confederate Jasmine 1Gal 10-12"spread	\$4.95	per	\$1,980.00
4	Jathropa 4-5'H 15Gal Standard	\$125.00	per	\$500.00
2	Pink Trumpet Flower 12-14'H 6'spread 2"Cal	\$385.00	per	\$770.00
<b>Miscellaneous</b>				
1	Fertilizer	\$100.00	app	\$100.00
89	Shredded Hardwood Mulch	\$56.00	cu yd	\$4,984.00
14	Tree Staking Kit	\$24.00	per	\$336.00
11	Palm Staking Kit	\$48.00	per	\$528.00
8	Riverstone	\$365.00	cu yd	\$2,920.00
48	Metal Edge	\$5.00	lin ft	\$240.00

TOTAL \$43,457.35

## Sod

QTY	Description	Price	Unit	Total
9,252	St. Augustine sod	\$0.54	sq ft	\$4,996.13

TOTAL \$4,996.13

## Irrigation

QTY	Description	Price	Unit	Total
1	Automatic Irrigation System for 100% coverage of new landscape as per plan. System includes: automatic timer, mainline, valves, valve wiring, bubblers, drip-line tubing and fittings, rotors and/or sprays, piping, misc. fittings, warranty. - water source by others. - backflow preventer by others. - electric to controller by others.	\$35,475.00	per	\$35,475.00
1	Permit & Admin fee	\$250.00	per	\$250.00

TOTAL \$35,725.00



December 11, 2012

## Clarifications and Exclusions

### NRR Brightwood Fort Hamer Extension Entry

#### Clarifications

- 1 . Finish grade and topsoil by others. All landscape materials to be installed in areas filled and graded to +/- 1/10th of a foot of finish grade by others, with proper drainage already established. Topsoil and roto-tilling is not included in our proposal for any areas on this project.
- 2 . Sod totals are approximate. Field measurements will be used at close of project to determine exact amounts used and price will be adjusted accordingly.
- 3 . Trees, sod, and plant material without automated irrigation cannot be guaranteed.
- 4 . Clean up of site limited to debris and waste generated by this contractor.
- 5 . If existing Irrigation System, Controller, or Water Source is not operational, available, or adequate for full coverage of new landscaping, additional costs will incur to upgrade system or if hand watering is needed until system is in place.
- 6 . Trees, sod, and plant material exposed to frost and/or freezing conditions cannot be guaranteed.
- 7 . Proposal is based on quantities shown graphically on the plans.
- 8 . All plants, trees, sod, etc. required for this job are subject to market availability.
- 9 . Relocated trees carry no guarantee whatsoever as to survivability. We will take all reasonable, horticulturally acceptable measures to help assure the successful transplanting of plant materials. Large trees must have access for a tree spade or a boom truck at original location and at the final location as well.
- 10 . If extraneous or deleterious materials or conditions detrimental to plant growth or installation of any material are encountered, an on-site review will be done, and the General Contractor, Owner's Representative, or Owner notified of recommendations and the additional costs involved for remedial actions.
- 11 . Customer is solely responsible for all underground obstructions, including without limitation utility lines, limerock, and construction debris. Sunrise Landscape reserves the right to pass on to the Customer any additional actual costs it incurs if unusual or unanticipated ground conditions such as rock formations or other underground obstructions impede the installation contemplated under this proposal.
- 12 . The Owner shall properly maintain landscaping after final acceptance in order to maintain unobstructed visibility for pedestrians and vehicles.
- 13 . These notes become part of any contract or agreement entered into unless specific exceptions are made in writing stating otherwise, adding to or deleting from scope of work.
- 14 . Watering Restrictions: Sunrise Landscape is bound by local water restrictions which may in fact result in irreparable stress and /or demise of landscape plant material and turf. Sunrise Landscape cannot be held responsible for long or short term drought related stress, damage, or demise of landscape plant material and turf with regards to restricted irrigation regulations over which Sunrise Landscape has no direct control.
- 15 . Utilities: 3-5 business days are required to obtain mark out of underground utilities prior to work commencement (811 Locate Service).
- 16 . Sunrise Landscape is not responsible for the contents of the plant list developed by others. Several species of plants found locally may be toxic to people and domesticated animals including but not limited to Weeping Lantana, American Wisteria, Yellow Jasmine, Cardboard Plant, Coontie Palm, Bamboo Palm, Carpentaria Palm, Oleander, Necklace Pod. Alternative species can be recommended upon request.

#### Exclusions

- 1 . Any work or items not specifically included are excluded.
- 2 . Finish grade and additional topsoil - if needed - not in proposal.
- 3 . Tree removal and relocation, root pruning, barricades, pavers, asphalt cutting and patching, paving, fences, concrete work, curbing, tree wells, tree aeration systems, retaining walls, berms, drains & drainage systems, and other hardscape items not specifically included are excluded.
- 4 . Soil tests are not included. If soil tests are necessary, additional funding will be needed. Any amendments required will need additional funding.
- 5 . Proposal does not include water source, electric to irrigation timers or wells, or conduit into building for timer wires; no jack and bores; no cutting, patching, removal or replacement of asphalt, concrete, or sub-base.
- 6 . Construction of berms of any type (for parking islands or otherwise), retention ponds, and swales are not in this proposal. This work, if needed, can be quoted after an on-site visit to determine exact field conditions.
- 7 . Removal of invasive, exotic species is not in proposal and can be done on a "Time and Materials" basis.

Sunrise Landscaping Contractors, Inc.  
P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155

**North River Ranch  
Community Development District**

Ratification of Funding Requests  
# 2021-06 –2021-10

# NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT

## Funding Requests 2021-06 - 2021-10

FR #	Description	Amount	Total
2021-06	Clearview Land Design	\$2,292.91	
	Vglobal Tech	\$125.00	
	Vglobal Tech	\$125.00	
	Vogler Ashton	\$5,761.00	
			<b>\$8,303.91</b>
2021-07	Developer Funding	\$5,000.00	
			<b>\$5,000.00</b>
2021-08	Supervisor Fees	\$1,000.00	
			<b>\$1,000.00</b>
2021-09	Clearview Land Design	\$1,397.50	
	Clearview Land Design	\$218.93	
	PFM Group Consulting	\$1,666.67	
	PFM Group Consulting	\$6.50	
	Vogler Ashton	\$1,974.00	
			<b>\$5,263.60</b>
2021-10	Supervisor Fees	\$1,000.00	
			<b>\$1,000.00</b>

# North River Ranch Community Development District

**Funding Request 2021-06**

12/4/2020

Item No.	Payee	Invoice #	General Fund	Construction Fund
1	<b>Clearview Land Design</b>			
	Reimbursables Through 11/13/20200	20-02418	\$ 2,292.91	
	Phases 3A & 3B Design Services Through 11/13/2020	20-02419		\$ 16,912.50
	Fort Hamer Rd Design Services Through 11/13/2020	20-02420		\$ 13,390.00
2	<b>GeoPoint Surveying</b>			
	Phases 3A & 3B Boundary Verification	59485		\$ 2,250.00
3	<b>VGlobalTech</b>			
	November Website Maintenance	2110	\$ 125.00	
	December Website Maintenance	2189	\$ 125.00	
4	<b>Vogler Ashton</b>			
	General Legal Through 10/31/2020	6301	\$ 5,761.00	
			<b>\$ 8,303.91</b>	<b>\$ 32,552.50</b>
<b>TOTAL</b>			<b>\$40,856.41</b>	

*Vivian Carvalho*

Secretary/Assistant Secretary



Chairman

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

**RECEIVED**

*By Amanda Lane at 9:35 am, Dec 07, 2020*

North River Ranch Community Development District

Funding Request 2021-07  
12/11/2020

Item No.	Payee	Invoice #	General Fund
1	<b>Developer Funding</b> Funding Cushion, per Jim Schier	--	\$ 5,000.00
			<b>\$ 5,000.00</b>

*Venessa Ripoll*

Secretary/Assistant Secretary



Chairman

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

**RECEIVED**  
By Amanda Lane at 3:17 pm, Dec 11, 2020



North River Ranch Community Development District

**Funding Request 2021-08**

12/11/2020

Item No.	Payee	Invoice #	General Fund
1	<b>Supervisor Fees - 12/09/2020 Meeting</b>		
	Dale Weidemiller	--	\$ 200.00
	Priscilla Heim	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	John Blakley	--	\$ 200.00
	Ivory Crofoot	--	\$ 200.00
			<b>\$ 1,000.00</b>

*Venessa Ripoll*

Secretary/Assistant Secretary



Chairman

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

**RECEIVED**

By Amanda Lane at 3:18 pm, Dec 14, 2020

North River Ranch Community Development District

Funding Request 2021-09  
12/18/2020

Item No.	Payee	Invoice #	General Fund
1	<b>Clearview Land Design</b>		
	Engineering Services Through 12/11/2020	20-02647	\$ 1,397.50
	Reimbursables	20-02648	\$ 218.93
2	<b>PFM Group Consulting</b>		
	DM Fee: December 2020	DM-12-2020-0033	\$ 1,666.67
	Postage: November 2020	OE-EXP-12-35	\$ 6.50
3	<b>Vogler Ashton</b>		
	General Legal Through 11/30/2020	6397	\$ 1,974.00
			<b>\$ 5,263.60</b>

*Venessa Ripoll*

Secretary/Assistant Secretary



Chairman

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

**RECEIVED**

By Amanda Lane at 9:30 am, Dec 23, 2020

North River Ranch Community Development District

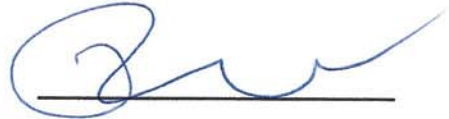
**Funding Request 2021-10**

12/24/2020

Item No.	Payee	Invoice #	General Fund
<b>1</b>	<b>Supervisor Fees - 12/21/2020 Meeting</b>		
	Dale Weidemiller	--	\$ 200.00
	Priscilla Heim	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	John Blakley	--	\$ 200.00
	Ivory Matthews	--	\$ 200.00
			<b>\$ 1,000.00</b>

*Venessa Ripoll*

\_\_\_\_\_  
Secretary/Assistant Secretary



\_\_\_\_\_  
Chairman

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

**RECEIVED**

**By Amanda Lane at 11:55 am, Dec 24, 2020**

**North River Ranch  
Community Development District**

Review of District Financial Statements

**North River Ranch CDD**  
**Statement of Financial Position**  
As of 12/31/2020

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$5,608.72				\$5,608.72
Accounts Receivable - Due from Developer	7,263.60				7,263.60
Series 2020 A1 Debt Service Reserve		\$224,050.00			224,050.00
Series 2020 A2 Debt Service Reserve		105,210.00			105,210.00
Series 2020 A3 Debt Service Reserve		100,106.25			100,106.25
Series 2020 A1 Capitalized Interest		272,377.78			272,377.78
Series 2020 A2 Capitalized Interest		187,040.00			187,040.00
Series 2020 A3 Capitalized Interest		177,966.67			177,966.67
Series 2020 A1, A2 Acq/Construction			\$5,746,927.40		5,746,927.40
Series 2020 A3 Acquisition/Construction			3,796,577.85		3,796,577.85
Series 2020 A1, A2 Cost of Issuance			35,428.65		35,428.65
Series 2020 A3 Cost of Issuance			12,480.36		12,480.36
<b>Total Current Assets</b>	<b>\$12,872.32</b>	<b>\$1,066,750.70</b>	<b>\$9,591,414.26</b>	<b>\$0.00</b>	<b>\$10,671,037.28</b>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$1,066,750.70	\$1,066,750.70
Amount To Be Provided				15,828,249.30	15,828,249.30
<b>Total Investments</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,895,000.00</b>	<b>\$16,895,000.00</b>
<b>Total Assets</b>	<b>\$12,872.32</b>	<b>\$1,066,750.70</b>	<b>\$9,591,414.26</b>	<b>\$16,895,000.00</b>	<b>\$27,566,037.28</b>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$5,407.51				\$5,407.51
Deferred Revenue	7,263.60				7,263.60
Accounts Payable			\$16,061.02		16,061.02
<b>Total Current Liabilities</b>	<b>\$12,671.11</b>	<b>\$0.00</b>	<b>\$16,061.02</b>	<b>\$0.00</b>	<b>\$28,732.13</b>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$16,895,000.00	\$16,895,000.00
<b>Total Long Term Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,895,000.00</b>	<b>\$16,895,000.00</b>
<b>Total Liabilities</b>	<b>\$12,671.11</b>	<b>\$0.00</b>	<b>\$16,061.02</b>	<b>\$16,895,000.00</b>	<b>\$16,923,732.13</b>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$6,078.00				\$6,078.00
Current Year Net Assets, Unrestricted	(5,972.00)				(5,972.00)
Net Assets - General Government	(503.58)				(503.58)
Current Year Net Assets - General Government	598.79				598.79
					0.00
Current Year Net Assets, Unrestricted		1,066,750.70			1,066,750.70
Net Assets, Unrestricted			(\$11,062.00)		(11,062.00)
Current Year Net Assets, Unrestricted			9,586,415.24		9,586,415.24
<b>Total Net Assets</b>	<b>\$201.21</b>	<b>\$1,066,750.70</b>	<b>\$9,575,353.24</b>	<b>\$0.00</b>	<b>\$10,642,305.15</b>
<b>Total Liabilities and Net Assets</b>	<b>\$12,872.32</b>	<b>\$1,066,750.70</b>	<b>\$9,591,414.26</b>	<b>\$16,895,000.00</b>	<b>\$27,566,037.28</b>

**North River Ranch CDD**  
**Statement of Activities**  
As of 12/31/2020

	General Fund	Debt Service Fund	Capital Projects Fund	Long-Term Debt Group	Total
<b><u>Revenues</u></b>					
Developer Contributions	\$28,294.69				\$28,294.69
Inter-Fund Transfers In	(5,972.00)				(5,972.00)
Debt Proceeds		\$1,404,650.70			1,404,650.70
Developer Contributions			\$5,090.00		5,090.00
Inter-Fund Transfers In			5,972.00		5,972.00
Debt Proceeds			15,490,349.30		15,490,349.30
Total Revenues	\$22,322.69	\$1,404,650.70	\$15,501,411.30	\$0.00	\$16,928,384.69
<b><u>Expenses</u></b>					
Supervisor Fees	\$3,000.00				\$3,000.00
Public Officials' Insurance	2,421.00				2,421.00
Management	5,000.01				5,000.01
Engineering	5,195.41				5,195.41
District Counsel	7,735.00				7,735.00
Postage & Shipping	13.00				13.00
Copies	218.93				218.93
Legal Advertising	602.55				602.55
Web Site Maintenance	375.00				375.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	2,960.00				2,960.00
Other Debt Service Costs		\$337,900.00			337,900.00
Engineering			\$54,457.50		54,457.50
Contingency			5,860,538.56		5,860,538.56
Total Expenses	\$27,695.90	\$337,900.00	\$5,914,996.06	\$0.00	\$6,280,591.96
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Change In Net Assets</b>	(\$5,373.21)	\$1,066,750.70	\$9,586,415.24	\$0.00	\$10,647,792.73
<b>Net Assets At Beginning Of Year</b>	\$5,574.42	\$0.00	(\$11,062.00)	\$0.00	(\$5,487.58)
<b>Net Assets At End Of Year</b>	\$201.21	\$1,066,750.70	\$9,575,353.24	\$0.00	\$10,642,305.15

**North River Ranch CDD**  
 Budget to Actual  
 For the Month Ending 12/31/2020

	Year To Date			FY 2021 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
Developer Contributions	\$ 28,294.69	\$ 25,543.74	\$ 2,750.95	\$ 102,175.00
<b>Net Revenues</b>	<b>\$ 28,294.69</b>	<b>\$ 25,543.74</b>	<b>\$ 2,750.95</b>	<b>\$ 102,175.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 12,000.00
Public Officials' Insurance	2,421.00	618.75	1,802.25	2,475.00
Trustee Services	-	1,500.00	(1,500.00)	6,000.00
Management	5,000.01	5,000.01	-	20,000.00
Engineering	5,195.41	3,750.00	1,445.41	15,000.00
Dissemination Agent	-	1,250.01	(1,250.01)	5,000.00
District Counsel	7,735.00	5,000.01	2,734.99	20,000.00
Assessment Administration	-	1,875.00	(1,875.00)	7,500.00
Audit	-	1,500.00	(1,500.00)	6,000.00
Postage & Shipping	13.00	75.00	(62.00)	300.00
Copies	218.93	125.01	93.92	500.00
Legal Advertising	602.55	249.99	352.56	1,000.00
Miscellaneous	-	124.98	(124.98)	500.00
Web Site Maintenance	375.00	675.00	(300.00)	2,700.00
Dues, Licenses, and Fees	175.00	43.74	131.26	175.00
General Insurance	2,960.00	756.24	2,203.76	3,025.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 27,695.90</b>	<b>\$ 25,543.74</b>	<b>\$ 2,152.16</b>	<b>\$ 102,175.00</b>
<b>Total Expenses</b>	<b>\$ 27,695.90</b>	<b>\$ 25,543.74</b>	<b>\$ 2,152.16</b>	<b>\$ 102,175.00</b>
<b>Net Income (Loss)</b>	<b>\$ 598.79</b>	<b>\$ -</b>	<b>\$ 598.79</b>	<b>\$ -</b>