

Fieldstone Community Development District

12051 Corporate Blvd., Orlando, FL 32817

Phone: 407-382-3256, Fax: 407-382-3254

The meeting of the Board of Supervisors of the **Fieldstone** Community Development District is scheduled for **Wednesday, August 9, 2017 at 1:00 p.m.** at 8141 Lakewood Main Street, Suite 209, Bradenton, FL 34202. Following is the advance agenda for the meeting.

Call In Number: 1-877-864-6450

Code: 974058

BOARD OF SUPERVISORS' MEETING AGENDA

- **Call to Order**
- **Roll Call**
- **Business Matters**
- **Public Comment Period**
 1. Consideration of Resolution 2017-08, Adopting the Fiscal Year 2018 Budget and Appropriating Funds
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2017-08
 2. Consideration of Developer Funding Agreement for Fiscal Year 2018
 3. Statement of District's Financial Position

Other Business

- Staff Reports
 - Attorney
 - Engineer
 - Manager
 - Setting FY 2018 Meeting Schedule
- Audience Comments and Supervisors Requests

Adjournment

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2017-08,
Adopting the Fiscal Year 2018 Budget
and Appropriating Funds

RESOLUTION 2017-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2017, submitted to the District’s Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Fieldstone Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, on May 10, 2017, the Board adopted Resolution 2017-07, approving the Proposed Budget and set the public hearing thereon for August 9, 2017; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies, emergencies or other unanticipated expenditures during the fiscal year.

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

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. That the District Manager's Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2017 and/or revised projections for Fiscal Year 2018.
- c. That the adopted budget shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for Fieldstone Community Development District for the Fiscal Year Ending September 30, 2018", as adopted by the Board of Supervisors on August 09, 2017.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Fieldstone Community Development District, for the fiscal year beginning October 1, 2017, and ending September 30, 2018, the sum of \$418,175 to be funded per the Developer Funding Agreement for Fiscal Year 2018, executed on August 9, 2017.

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 9th day of August, 2017.

ATTEST:

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

Secretary

By: _____

Its: _____

EXHIBIT A
 Fieldstone Community Development District
 Adopted Fiscal Year 2018 Annual Operations & Maintenance

**Adopted FY2018
 Budget**

Revenues

Developer Contributions	\$418,175.00
Net Revenues	\$418,175.00

General & Administrative Expenses

Supervisor Fees	12,000.00
Engineering Fees	25,000.00
District Counsel	25,000.00
Audit Fees	5,500.00
District Management Fees	15,000.00
Telephone	50.00
Postage	150.00
General Insurance	5,500.00
Copies	100.00
Legal Advertising	2,500.00
Office Supplies	100.00
Website	900.00
Dues, Licenses & Fees	175.00
Assessment Administration	5,000.00
Miscellaneous Charges	5,000.00
Landscape- Maintenance and Materials	150,000.00
Landscape Improvements	50,000.00
Irrigation- Repair and Maintenance	15,000.00
Water- Reclaimed or otherwise	15,000.00
Streetlights- Repair and Maintenance	15,000.00
Stormwater Repair and Maintenance	15,000.00
Electric	30,000.00
Trustee Fees	5,000.00
Lake Maintenance	15,000.00
Arbitrage	1,200.00
Dissemination Fees	5,000.00
Total General & Administrative Expenses	\$418,175.00

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Developer Funding Agreement
for Fiscal Year 2018

Fieldstone Community Development District
Fiscal Year 2017-2018 Funding Agreement

This Agreement is made and entered into this 9th day of August, 2017, by and between:

Fieldstone Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the Manatee County, Florida (the "District"), and

NP Land Partners, LLC., a landowner in the District, whose mailing address is 5800 Lakewood Ranch Blvd., Sarasota, Florida 34240 (the "Developer").

Recitals

WHEREAS, the District was established by Chapter 42KKK-1, Florida Administrative Code, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in Exhibit A, attached hereto and incorporated herein, (the "Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District has adopted its general fund budget for the Fiscal Year 2017-2018, which year commenced on October 1, 2017, and concludes on September 30, 2018; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the 2017-2018 Fiscal Year budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in Exhibit B; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on Exhibit B to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in Exhibit B; and

WHEREAS, Developer and District desire to secure such budget funding as provided herein.

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. The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit B, as may be amended from time to time in the District's sole discretion, within thirty (30) days of written request by the District. Amendments to the District's 2017-2018 Fiscal Year budget as shown on Exhibit B adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. The District hereby finds that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in Exhibit B, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Sarasota County property appraiser.

3. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

4. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

5. This Agreement may be assigned, in whole or in part, by the Developer only upon written consent of the District, which consent shall not be unreasonably withheld. The District may not assign its rights and benefits hereunder without the written consent of the Developer, which consent may be granted within the Developer's sole discretion.

6. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

7. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

8. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

In witness whereof, the parties execute this agreement the day and year first written above.

[Signatures on Next Page]

Attest:

**Fieldstone Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

NP Land Partners, LLC.

Witness

By: _____
Its: _____

Exhibit A Property Description
Exhibit B Fiscal Year 2017-2018 General Fund Budget

Exhibit A

Property Description

Fieldstone Community Development District

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1977.86'	28°09'21"	971.94'	962.19'	S22°01'42"W

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

A tract of land lying in Sections 17, 18, 19 and 20, Township 33 South, Range 19 East, Manatee County, Florida and as described as follows:

BEGIN at the southwest corner of the above mentioned Section 18 also being the northwest corner of the above mentioned Section 19; thence N.00°08'15"E., along the west line of said Section 18, a distance of 700.75 feet to a point of intersection with the north line of a 50-foot wide gas line easement as recorded in Official Records Book 1681, Page 225 of the Public Records in Manatee County, Florida (the following three calls being along said north line); (1) thence N.89°39'04"E., a distance of 2.97 feet; (2) thence S.89°30'19"E., a distance of 2,402.18 feet; (3) thence S.89°32'06"E., a distance of 674.93 feet; thence S.00°51'43"W., a distance of 54.26 feet to a point of intersection with the north line of a 50-foot wide gas line easement as recorded in Official Records Book 1681, Page 230 of said Public Records (the following four calls being along said north line); (1) thence S.89°39'17"E., a distance of 1,729.20 feet; (2) thence S.89°10'24"E., a distance of 187.95 feet; (3) thence S.89°53'47"E., a distance of 1,363.90 feet; (4) thence S.89°38'03"E., a distance of 559.61 feet to a point of intersection with the north line of a Florida Power & Light Company easement as recorded in Official Records Book 650, Page 592 and Book 669, Page 745 of said Public Records (the following two calls being along the north line of said Florida Power & Light Company easement); (1) thence N.89°17'06"E., a distance of 1,041.18 feet; (2) thence N.89°51'05"E., a distance of 808.88 feet to a point of intersection with the west line of a parcel as described in Official Records Book 1767, Page 4886 of said Public Records (the following three calls being along the west, south and east lines of said parcel); (1) thence S.00°16'21"W., a distance of 99.28 feet; (2) thence S.89°43'39"E., a distance of 60.00 feet; (3) thence N.00°16'21"E., a distance of 99.82 feet to a point of intersection with said north line of said Florida Power & Light Company easement; thence N.89°52'24"E., along said north line of said Florida Power & Light Company easement, a distance of 266.21 feet to a point of intersection with the northwest right-of-way of State Road 43 (US 301) according to Florida Department of Transportation Right-of-Way Map, Section 1302-203 (the following four calls being along said northwest right-of-way); (1) thence S.36°06'04"W., a distance of 472.47 feet; (2) thence S.36°04'54"W., a distance of 345.85 feet to the intersection of the south line of the above mentioned Section 17; (3) thence continue S.36°04'54"W., a distance of 570.18 feet to the point of curvature of a non-tangent curve to the left, having a radius of 1,977.86 feet and a central angle of 28°09'21"; (4) thence southerly along the arc of said curve, a distance of 971.94 feet, said curve having a chord bearing and distance of S.22°01'42"W., 962.19 feet, to the end of said curve; thence N.89°26'34"W., along a line non-tangent with the previously described curve, a distance of 1,282.99 feet; thence S.00°06'08"E., a distance of 1,300.10 feet to a point of intersection with the north right-of-way of Moccasin Wallow Road according to Road Plat Book 4, Page 153 in said Public Records (the following five calls being along said north right-of-way); (1) thence N.88°54'18"W., a distance of 1,334.91 feet; (2) thence N.89°08'58"W., a distance of 2,271.84 feet; (3) thence N.89°07'49"W., a distance of 328.34 feet; (4) thence N.89°07'50"W., a distance of 2,693.55 feet; (5) thence N.88°01'42"W., a distance of 16.92 feet to a point of intersection with the west line of the above mentioned Section 19; thence N.00°08'36"E., along said west line of Section 19, a distance of 2,578.91 feet to the POINT OF BEGINNING.

Said tract containing 25,289,894 square feet or 580.5761 acres, more or less.

FOR: NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC
Dec 12, 2014 -- 16:46:32

BCUNNINGHAM\J\2156\active\215611510\survey\drawing\215611510v--spk01.dwg

This is NOT a Survey.

SKETCH & DESCRIPTION OF FIELDSTONE CDD
A 580.5761 ACRE TRACT OF LAND LOCATED IN
SECTIONS 17, 18, 19; 20, TOWNSHIP 33 S., RANGE 19 E.,
MANATEE COUNTY, FLORIDA



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
Phone 941-907-6900 • Fax 941-907-6910
Certificate of Authorization #27015 • www.stantec.com
Licensed Business Number 788

TASK CODE: 450	DRAWN BY: HJC	CHKD BY: RRC	CAD FILE: 215611510v--spk01	PROJECT NO: 215611510	SHEET 4 OF 4	DRAWING INDEX NO: B215611510-001+	REV: A
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Exhibit B

Fiscal Year 2017-2018 General Fund Budget

Fieldstone Community Development District
 Adopted Fiscal Year 2018 Annual Operations & Maintenance

**Adopted FY2018
 Budget**

Revenues

Developer Contributions	\$418,175.00
Net Revenues	\$418,175.00

General & Administrative Expenses

Supervisor Fees	12,000.00
Engineering Fees	25,000.00
District Counsel	25,000.00
Audit Fees	5,500.00
District Management Fees	15,000.00
Telephone	50.00
Postage	150.00
General Insurance	5,500.00
Copies	100.00
Legal Advertising	2,500.00
Office Supplies	100.00
Website	900.00
Dues, Licenses & Fees	175.00
Assessment Administration	5,000.00
Miscellaneous Charges	5,000.00
Landscape- Maintenance and Materials	150,000.00
Landscape Improvements	50,000.00
Irrigation- Repair and Maintenance	15,000.00
Water- Reclaimed or otherwise	15,000.00
Streetlights- Repair and Maintenance	15,000.00
Stormwater Repair and Maintenance	15,000.00
Electric	30,000.00
Trustee Fees	5,000.00
Lake Maintenance	15,000.00
Arbitrage	1,200.00
Dissemination Fees	5,000.00
Total General & Administrative Expenses	\$418,175.00

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

District Financial Statements

Fieldstone Community Development District
Statement of Activities
As of 6/30/2017

	General Fund	Construction Fund	Total
<u>Revenues</u>			
Developer Contributions	\$96,161.17		\$96,161.17
Inter-Fund Transfers In	(56,001.46)		(56,001.46)
Developer Contributions		\$139,557.11	139,557.11
Inter-Fund Transfers In		56,001.46	56,001.46
Total Revenues	\$40,159.71	\$195,558.57	\$235,718.28
<u>Expenses</u>			
Supervisor Fees	\$3,800.00		\$3,800.00
Management	11,250.00		11,250.00
Engineering	12,029.98		12,029.98
District Counsel	10,234.00		10,234.00
Telephone	12.41		12.41
Postage & Shipping	101.98		101.98
Legal Advertising	1,638.34		1,638.34
Web Site Maintenance	600.00		600.00
Dues, Licenses, and Fees	175.00		175.00
Engineering		\$178,026.71	178,026.71
District Counsel		17,531.86	17,531.86
Total Expenses	\$39,841.71	\$195,558.57	\$235,400.28
<u>Other Revenues (Expenses) & Gains (Losses)</u>			
Interest Income	\$0.71		\$0.71
Total Other Revenues (Expenses) & Gains (Losses)	\$0.71	\$0.00	\$0.71
Change In Net Assets	\$318.71	\$0.00	\$318.71
Net Assets At Beginning Of Year	\$974.02	\$0.00	\$974.02
Net Assets At End Of Year	\$1,292.73	\$0.00	\$1,292.73

Fieldstone Community Development District
Statement of Financial Position
As of 6/30/2017

	General Fund	Construction Fund	Total
<u>Assets</u>			
<u>Current Assets</u>			
General Checking Account	\$1,292.73		\$1,292.73
Accounts Receivable - Due from Developer	61,842.05		61,842.05
Total Current Assets	\$63,134.78	\$0.00	\$63,134.78
Total Assets	\$63,134.78	\$0.00	\$63,134.78
<u>Liabilities and Net Assets</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$61,842.05		\$61,842.05
Total Current Liabilities	\$61,842.05	\$0.00	\$61,842.05
Total Liabilities	\$61,842.05	\$0.00	\$61,842.05
<u>Net Assets</u>			
			0.00
Current Year Net Assets, Unrestricted	(56,001.46)		(56,001.46)
Net Assets - General Government	\$974.02		\$974.02
Current Year Net Assets - General Government	56,320.17		56,320.17
Total Net Assets	\$1,292.73	\$0.00	\$1,292.73
Total Liabilities and Net Assets	\$63,134.78	\$0.00	\$63,134.78

Fieldstone Community Development District
 Budget to Actual
 For the Month Ending 6/30/2017

	Actual	Year To Date		FY2017 Adopted Budget
		Budget	Variance	
<u>Revenues</u>				
Developer Contributions	\$ 96,161.17	\$ 17,006.22	\$ 79,154.95	\$ 22,675.00
Net Revenues	\$ 96,161.17	\$ 17,006.22	\$ 79,154.95	\$ 22,675.00
<u>General & Administrative Expenses</u>				
Supervisor Fees	\$ 3,800.00	\$ -	\$ 3,800.00	\$ -
Management	11,250.00	3,750.03	7,499.97	5,000.00
Engineering	12,029.98	1,125.00	10,904.98	1,500.00
District Counsel	10,234.00	1,500.03	8,733.97	2,000.00
Audit	-	4,124.97	(4,124.97)	5,500.00
Telephone	12.41	37.53	(25.12)	50.00
Postage & Shipping	101.98	112.50	(10.52)	150.00
Copies	-	150.03	(150.03)	200.00
Legal Advertising	1,638.34	749.97	888.37	1,000.00
Bank Fees	-	187.47	(187.47)	250.00
Miscellaneous	-	187.47	(187.47)	250.00
Office Supplies	-	150.03	(150.03)	200.00
Web Site Maintenance	600.00	675.00	(75.00)	900.00
Dues, Licenses, and Fees	175.00	131.22	43.78	175.00
General	-	4,124.97	(4,124.97)	5,500.00
Total General & Administrative Expenses	\$ 39,841.71	\$ 17,006.22	\$ 22,835.49	\$ 22,675.00
Total Expenses	\$ 39,841.71	\$ 17,006.22	\$ 22,835.49	\$ 22,675.00
Income (Loss) from Operations	\$ 56,319.46	\$ -	\$ 56,319.46	\$ -
<u>Other Income (Expense)</u>				
Interest Income	\$ 0.71	\$ -	\$ 0.71	
Total Other Income (Expense)	\$ 0.71	\$ -	\$ 0.71	\$ -
Net Income (Loss)	\$ 56,320.17	\$ -	\$ 56,320.17	\$ -