

Fieldstone Community Development District

12051 Corporate Blvd., Orlando, FL 32817

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

www.fieldstonecdd.com

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

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

Passcode: 790 562 990 # (New)

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

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

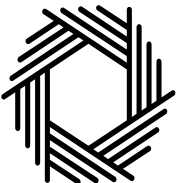
General Business Matters

1. Consideration of the Minutes of the December 9, 2020 Board of Supervisors' Meeting (under separate cover)
2. Consideration of Resolution 2021-04, Updating Registered Agent
3. Consideration of Draft Merger Agreement
4. Consideration of Resolution 2021-05, Setting Public Hearing on Merger and Other Matters (under separate cover)
5. Ratification of the Ardurra Contract for Professional Environmental Consulting Services
6. Ratification of the Waterscapes Pool & Spas Proposal
7. Ratification of Change Order No.1
8. Ratification of Funding Requests # 2021-05 – 2021-10
9. Ratification of Payment Authorizations # 06- 10
10. Ratification of Requisitions # 2019-192 – 2019-194
11. Review of District Financial Statements (under separate cover)

Other Business

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

Adjournment



pfm

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of the Minutes of the December
9, 2020 Board of Supervisors' Meeting
(under separate cover)

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-04, Updating
Registered Agent

RESOLUTION 2021-___

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. Vivian Carvalho is hereby designated as the Registered Agent for the Fieldstone Community Development District.

SECTION 2. The District's Registered Office shall be located at 12051 Corporate Blvd. Orlando, FL 32817

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District's Secretary is hereby directed to file certified copies of this Resolution with Manatee County, and the Florida Department of Economic Opportunity.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of January, 2021.

ATTEST:

**FIELDSTONE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Draft Merger Agreement

**MERGER AGREEMENT BY AND BETWEEN
FIELDSTONE 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:

Fieldstone 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 2, 2015, by Ordinance No. 15-16 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 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 2020-194(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 Fieldstone Community Development District (Manatee County, Florida), Capital Improvement Revenue Bonds, Series 2019A-1 and Series 2019A-2 (the “Series 2019 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 _____, 20____.

Attest:

**FIELDSTONE 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 _____, 20__ by the Board of Supervisors of the Fieldstone 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 _____, 20__.

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 _____, 20__ 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 Fieldstone Community Development District accepts the authority delegated by this Agreement as of the ____ day of _____, 20__.

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 _____, 20__ by _____ as District Manager of Fieldstone Community Development District.

[Notary Seal]

Personally Known _____
OR Produced Identification _____
Type of Identification _____

Exhibit A: ISD Boundaries as of Merger Effective Date

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Consideration of Resolution 2021-05, Setting
Public Hearing on Merger and Other Matters
(under separate cover)

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of the Ardurra Contract for
Professional Environmental Consulting
Services



December 17, 2020

Mr. Pete Williams
Fieldstone Community Development District
5800 Lakewood Ranch Blvd N
Sarasota, FL 34240

**RE: Proposal of Services and Fees
Professional Environmental Consulting Services
Morgan's Glen - Addendum**

Dear Mr. Williams,

Ardurra Group, Inc. (Ardurra) is pleased to present the following addendum for professional environmental consulting services associated with the above referenced project.

Scope of Work

Ardurra has provided additional professional environmental consulting services in support of permitting the above referenced project. Additional services included additional information requests from the Army Corps of Engineers and Final Site Plan permitting for several phases for Manatee County.

Costs

The lump sum fee for the above additional listed service total **\$5,000.00**.

Duration of Contract

The cost estimates provided in this proposal may be relied upon for up to sixty (60) days beyond the date of this proposal. Once accepted, the terms of this agreement shall remain in effect for a one (1) year period.

Termination


Termination of this agreement shall be effective with 30 days prior written notice by either party or immediately by mutual agreement by both parties. However, termination shall not be effective until all fees due are paid.

Compensation

Invoices will be submitted to the client monthly as tasks are completed. Submitted invoices are payable upon receipt. Unpaid balances over thirty (30) days will be assessed a 1.5% nominal monthly finance charge, compounded monthly until payment is made in full. Ardurra reserves the right to stop work on any project that remains unpaid over 30 days. If collection efforts are required, client agrees to pay reasonable attorney's fees and court costs.



If you agree with the above scope of work and associated costs, please indicate by signing below and returning one copy for our files. If we can provide additional clarification or information, please do not hesitate to contact me at our Palmetto office.

Signature:  Date: 12/17/2020
Name: Pete Williams Title: Chair
Company: Fieldstone C, D.D. Phone: 407-723-5900

Invoicing Address: 12051 CORPORATE BLVD ORLANDO, FL 32817
(street) (city) (state) (zip code)

Sincerely,



Joel D. Christian
Senior Scientist

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of the Waterscapes Pools & Spas
Proposal

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

This Addendum to Agreement Between Fieldstone Community Development District and Contractor, (the "Addendum"), is made and entered into as of the _____ day of _____, 2020, by and between the **Fieldstone Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, (hereinafter, "District"); and _____ Waterscopes Pool & Spas (hereinafter, the "Contractor").

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor:

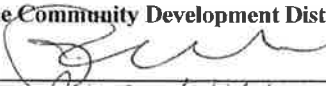
By: _____

Name: _____

Title: _____

District:

Fieldstone Community Development District

By: 

Name: Peter Williams

Chairperson/Vice Chairperson of the Board of Supervisors

EXHIBIT "A"

TERMS AND CONDITIONS TO CDD ADDENDUM

SECTION 1. WORK

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

SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

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

SECTION 3. AUDIT

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

SECTION 4. PAYMENTS

- A. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.
- B. Retainage: Ten percent (10%) shall be retained from each payment made by District to Contractor until the Work has been fully completed in accordance with the Agreement and all provisions related to the Work have been fulfilled, as confirmed in writing by the District's Representative, and all provisions related to the Agreement have been fulfilled, as confirmed by the District's Board of Supervisors in writing; provided however, if District Engineer is a party to the Agreement, then District shall appoint an independent District Representative.
- C. Any provision hereof to the contrary notwithstanding, District shall not be obligated to make any payment to Contractor hereunder if Contractor has failed to perform its Work and any other obligations hereunder or otherwise is in default under the Agreement, (as amended, supplemented and modified by the Addendum and this Terms and Conditions to CDD Addendum).
- D. As a condition precedent to each payment under the Agreement, Contractor shall furnish to District a partial waiver and release of lien, in a form satisfactory to the District, from all subcontractors, materialmen and other parties furnishing labor, materials, or both in the performance of the Work. The Contractor agrees, and this Agreement is based upon the expressed condition, that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold District harmless from and against such liens, claims, rights and any and all expenses incurred by the Contractor or District in discharging them.
- E. As conditions precedent to any final payment under the Agreement, Contractor shall: (i) execute and deliver a final affidavit, waiver and release of all claims and liens Contractor may have against the District and the land and improvements upon which the Work is located; (ii) furnish written release and waivers of all rights to claim or file liens properly executed by any and all subcontractors, materialmen, suppliers, laborers, vendors or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work in a form satisfactory to the District; (iii) furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; (iv) have done and performed all other things required of it pursuant to the Agreement; (v) furnished District with the Certificate of Use or Occupancy, as the case may be (if applicable); (vi) warrant all workmanship as outlined in **Exhibit A-1**, attached; and (vii) deliver to the District a set of "as built" drawings and plans, (if applicable), reflecting all changes, modifications and additions thereto which occurred during performance of the Work. Acceptance of any Work or any possession taken by District shall not operate as a waiver of any provision

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

SECTION 5. INSURANCE

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

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

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

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

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

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

SECTION 6. INDEPENDENT CONTRACTOR

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

SECTION 7. WAIVER

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

SECTION 8. PROTECTION OF WORK

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

SECTION 9. COMPLIANCE WITH LAWS

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

SECTION 10. PERMITS AND LICENSES

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

SECTION 11. TERMINATION

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

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

SECTION 12. ATTORNEY'S FEE'S

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

SECTION 13. SPECIAL CONDITIONS

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

EXHIBIT A-1

CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE

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

WARRANTY GUARANTEE

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

(Name)

By: _____

Title: _____

Date: _____, 20_____



11/11/2020

Neal Land & Neighborhoods
Mark Roscoe

Re: Verandah (AKA Morgan's Glen) **Pool is designed to serve 430 TOTAL dwelling units**

Please accept this proposal for cost estimates for the community pool.

Included specifications: (see final engineered plans)

1. Pool will be constructed per provided plans by Kimes Engineering.
2. All required permits; exclusive the Operating Permit Fees.
3. Swimming pool (Linear shaped pool):
 - a. Depths will be from 3' to 5'. (9" at sunshelves)
 - b. Surface area: 2,498 SF, Perimeter: 293LF, Gallons: 65, 696
 - c. (2) lap lanes with targets
 - d. Water features: TBD
 - e. Sunshelves per plan
 - f. ADA pool lift per plan
4. Pool will be gunite walls and floors, with flush beams.
5. Equipment: self-contained equipment vaults; manufacturer AquaWorx. (white vaults)
6. Standard 6x6 water line tile and code required 2x6 step tile.
7. L.1 pebble finish on pool and spa interior (standard colors).
8. One month of start-up and testing of chemicals.
9. Pool maintenance for one month; or until the FDOH has approved the pool.*
 - a. If this is delayed beyond one month; additional service charges will be applied.
10. Safety signage and equipment. (final marketing signs not included)
11. Bull-nose coping (Based on Tremron white base coping)
12. Pool heating: None

Total cost as specified: \$246,322.

***Water features will add to the total.**

Additional details on page 2.

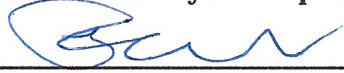
Items that are NOT part of this proposal; but are required and provided by others:

1. Water feature design and cost.
2. Bathrooms, signs or other structures.
3. Deck shower fixtures or deck hose bibs.
4. Paver deck, deck prep/grade/compaction, material or installation (unless selected as an option).
5. Final grade, irrigation, landscaping, sod or pool equipment gravel.
6. Perimeter fence.
7. Electric service to pool panels or main distribution panel at pool equipment.
8. Geothermal electric supply at units, as well as remote well pump.
9. Electric for construction and de-watering prior to shell completion.
10. Potable water "Make up" water supply at pool equipment area.
11. Clean potable water needed for construction and filling of the pool and spa.
12. Waste water disposal system; pipe to on-site retention or sewer, per municipality.
13. Pool construction debris will be placed near and inside the dumpster for removal by GC.

Thank you for the opportunity, if you have any questions concerning this proposal; please call at 941-713-8016

John Collier

ACCEPTED BY:
Fieldstone Community Development District

By 

Title Chair

Date 12/11/2020

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Change Order No.1

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Armorock - Jared Johnston

ADDRESS: 14555 Spring Canyon Rd Boulder City, NV 89006

TELEPHONE NUMBER: 407-755-7416

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 35,185.00

5. The sales tax associated with the price quote. \$ 2,161.10 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER:

n.r.r. cdd
[Signature] chair 10/30/2020
Authorized Signature (Title) Date

CONTRACTOR:

Authorized Signature Date

NORTH RIVER RANCH PHASES 1C AND 1D WEST
OCTOBER 2020

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Armorock - Jared Johnston

ADDRESS: 14555 Spring Canyon Rd Boulder City, NV 89006

TELEPHONE NUMBER: 407-755-7416

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 11,802.00

5. The sales tax associated with the price quote. \$ 758.12 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER:

N.R.R. CDD
[Signature] Chair 10/30/2020
Authorized Signature (Title) Date

CONTRACTOR:

Authorized Signature

Date

NORTH RIVER RANCH PHASES 1C AND 1D WEST
OCTOBER 2020

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Forterra - Daniel Wirth

ADDRESS: 1285 Lucerne Loop Rd NE Winter Haven, FL 33881

TELEPHONE NUMBER: 352-246-1846

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 205,600.41

5. The sales tax associated with the price quote. \$ 12,386.02 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER: N.R.R. CDD

[Signature] Chair
Authorized Signature (Title)

12/30/2020
Date

CONTRACTOR: _____

Authorized Signature

Date

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Forterra - Daniel Wirth

ADDRESS: 1285 Lucerne Loop Rd NE Winter Haven, FL 33881

TELEPHONE NUMBER: 352-246-1846

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

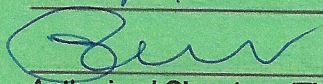
\$ 97,495.04

5. The sales tax associated with the price quote. \$ 5,899.70 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER:

N.R.R. CDD
 chair 11/30/2020
Authorized Signature (Title) Date

CONTRACTOR:

Authorized Signature

Date

NORTH RIVER RANCH PHASES 1C AND 1D WEST
OCTOBER 2020

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Fortiline - Mike Mason

ADDRESS: 8504 E Adamo Dr #135 Tampa, FL 33619

TELEPHONE NUMBER: 813-539-3595

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 457,489.85

5. The sales tax associated with the price quote. \$ 27,499.39 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER:

N.R.R. CDD
[Signature] CHM 11/30/2020
Authorized Signature (Title) Date

CONTRACTOR:

Authorized Signature

Date

EXHIBIT "A"

PURCHASE REQUISITION REQUEST FORM

1. Contract Person for the material supplier.

NAME: Fortiline - Mike Mason

ADDRESS: 8504 E Adamo Dr #135 Tampa, FL 33619

TELEPHONE NUMBER: 813-539-3595

2. Manufacturer or brand, model or specification number of the item.

see attached quote

3. Quantity needed as estimated by CONTRACTOR. see attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 169,088.90

5. The sales tax associated with the price quote. \$ 10,195.33 (6% on total amount + 1% on 1st \$5,000)

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

OWNER:

N.R.R. CDD
[Signature] 01/1/14 11/30/2020
Authorized Signature (Title) Date

CONTRACTOR:

Authorized Signature Date

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Funding Requests #2021-05 –
2021-10

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Funding Request 2021-05 - 2021-10


FR #	Description	Amount	Total
2021-05	RIPA & Associates- Phase 1B	\$78,811.81	
	RiPA & Associates- Phase 1D	\$41,738.06	
			\$120,549.87
2021-06	Revised 1/1/2021	\$211,690.37	
			\$211,690.37
2021-07	Premier Outdoor Lighting	\$13,675.00	
	Sunrise Landcare	\$47,685.25	
	Woodruff & Sons	\$141,001.33	
			\$202,361.58
2021-08	RIPA & Associates	\$ 82,855.42	
			\$ 82,855.42
2021-09	RIPA & Associates	\$45,446.81	
			\$45,446.81
2021-10	SignPro Studios	\$35,925.00	
	Stantec	\$1,811.25	
			\$37,736.25

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-05
11/20/2020

Item No.	Payee	Invoice No.	Brightwood Phase 1B	Brightwood Phase 1D East
1	RIPA & Associates			
	Brightwood Phase 1B - Pay Application 11 Through 10/31/2020	--	78,811.81	
	Brightwood Phase 1D East - Pay Application 11 Through 10/31/2020	--		41,738.06
		Subtotal	\$ 78,811.81	\$ 41,738.06
		TOTAL	\$120,549.87	


Secretary / Assistant Secretary


Chairman / Vice Chairman

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

Received via email on Monday, November 30, 2020 - ALane

Amanda Lane

From: Kris Watts <kwatts@nealcommunities.com>
Sent: Monday, December 14, 2020 11:07 AM
To: Amanda Lane
Subject: Fieldstone FR2021-06

EXTERNAL EMAIL: Use care with links and attachments.

Hi Amanda,

Regarding Fieldstone CDD FR 2021-06 – Windward Building Group:

Pay App #1 for North Rvr Rch Veran Amenity through 11/30/2020 - \$28,379.97

Pay App #1 for North Rvr Rch Riverfield Eastside Entry through 11/30/2020 – \$5,938.19.

Both of these are related to the Moccasin Wallow/Morgan’s Glen CDD and should not be included on this funding request. We are paying all line items except those two.

Let me know if you have questions/concerns. Also, sorry for the heavily marked up copy...but this is what we have to do prior to paying.

Original FR 2021-06	246,008.53
Less Veran Amenity	(28,379.97)
Less Riverfield Eastside Entry	(5,938.19)
Revised FR 2021-06	211,690.37

Lansdowne 200 - Ph 1B/DE - J/LPG/NLLPG/200/1260/08 kw

Lansdowne Master - J/LPG/NLLPG/010/1910/08 kw

LANSDDWNE 100-16,1DWCDD J/LPG/NLLPG/100/1910/08 kw

FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT

Funding Request No. 2021-06
12/4/2020

Item No.	Payee	Invoice No.	Construction Fund	Grand Reserve	Brightwood Phase 1B	Brightwood Phase 1D East
1	Chubbler's Propane Gas Propane Tank Parts & Labor	39179	\$ 800.00			
2	PECO Communications and Utilities PECO Backbone Conduit System	PEBW-10-02				28,854.50
3	Greco Office Construction Framing & Decking			\$ 45,000.00		
4	RPA & Associates NRR Trailer Layout Area (A)	RA201202	\$ 101,371.25			
5	SignPro Studios Pavilion Area - Miscellaneous Signs	T94-2020			\$ 600.00	
6	Windward Building Group Pay App 1 for North Riv Vican Amenity Through 11/30/2020 Pay App 1 for North Riv Rch-Main&W Entries (Brightwood Entry) Through 11/30/2020 Pay App 1 for North Riv Rch-Main&W Entries (Main Entry) Through 11/30/2020 Pay App 1 for North Riv Rch-Main&W Entries (Riverfield Eastside Entry) Through 11/30/2020		\$ 28,379.97 \$ 16,180.38 \$ 18,884.27 \$ 5,938.13			
			Subtotal	\$ 171,554.03	\$ 45,000.00	\$ 28,854.50
			TOTAL		\$ 45,000.00	\$ 28,854.50

int
2/3 J/LPG/NLLPG/010/1710/08

\$ 16,180.38
\$ 18,884.27
85,064.62

Vivian Carvalho
Secretary / Assistant Secretary

[Signature]
Chairman / Vice Chairman

Mail should be sent to:
Fieldstone CDD
c/o Palmetto Associates
12051 Cypress Boulevard
Orlando, FL 32817
(407) 382-3256

MOLLESI WALKER - MGSJV CDD

J/MGSJV/NLMGSJV/200/1910/08

LINE 1 - \$ 28,379.97

LINE 4 J/MGSJV/NLMGSJV/200/1710/08

J/LPG/NLLPG/200/1910/08 kw

OK
12/8/20

Kris Watts
Senior Accountant
941-328-1042 Ofc
941-328-1049 Fax
5800 Lakewood Ranch Blvd
Sarasota, FL 34240
kwatts@nealcommunities.com
NealCommunities.com

NEALCOMMUNITIES

Where You Live Matters

Confidentiality Notice - This message is being sent by or on behalf of Neal Communities. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of this message.

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-06
12/4/2020

Item No.	Payee	Invoice No.	Construction Fund	Grand Reserve	Brightwood Phase 1B	Brightwood Phase 1D East
1	Detweiler's Propane Gas Propane Tank Parts & Labor	39179	\$ 800.00			
2	FEDCO Communications and Utilities PRECO Backbone Conduit System	PEBW-1D-02				\$ 28,854.50
3	Greene Marine Construction Framing & Decking	-		\$ 45,000.00		
4	RIPA & Associates NRR Trailer Layout Area (A)	RA201202	\$ 101,371.25			
5	SignPro Studios Pavilion Area - Miscellaneous Signs	194-2020			\$ 600.00	
6	Windward Building Group Pay App 1 for North Rvr Veran Amenity Through 11/30/2020	--	\$ 28,379.97			
	Pay App 1 for North Rvr Rch-Main&Vil Entries (Brightwood Entry) Through 11/30/2020	--	\$ 16,180.38			
	Pay App 1 for North Rvr Rch-Main&Vil Entries (Main Entry) Through 11/30/2020	--	\$ 18,884.24			
	Pay App 1 for North Rvr Rch-Main&Vil Entries (Riverfield Eastside Entry) Through 11/30/2020	--	\$ 5,938.19			
Subtotal			\$ 171,554.03	\$ 45,000.00	\$ 600.00	\$ 28,854.50
TOTAL				\$246,008.53		

Vivian Carvalho

Secretary / Assistant Secretary

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


Chairman / Vice Chairman

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

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-07
12/18/2020

Item No.	Payee	Invoice No.	Construction Fund	Brightwood Phase 1B
1	Premier Outdoor Lighting Fort Hamer Entrance Lighting 50% Deposit	20979	\$ 13,675.00	
2	Sunrise Landcare New Landscape and Irrigation	72230		\$ 47,685.25
3	Woodruff & Sons Fort Hamer Road Ext Ph 1 Pay App 2677-14 Through 10/31/20	-	\$ 141,001.33	
		Subtotal	\$ 154,676.33	\$ 47,685.25
		TOTAL	\$202,361.58	

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

Make check payable to:
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Orlando, FL 32817
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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-08 (Brightwood Phase 1B)
12/24/2020

Item No.	Payee	Invoice No.	Brightwood Phase 1B
1	RIPA & Associates Pay Application 12RET for Project 01-1926 Through 12/31/2020	--	\$ 82,855.42
TOTAL			\$82,855.42

Venessa Ripoll

Secretary / Assistant Secretary


Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-09 (Brightwood Phase 1D East)
12/24/2020

Item No.	Payee	Invoice No.	Brightwood Phase 1D East
1	RIPA & Associates Pay Application 12RET for Project 01-1926A Through 12/31/2020	--	\$ 45,446.81
TOTAL			\$ 45,446.81

Venessa Ripoll

Secretary / Assistant Secretary



Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Funding Request No. 2021-10 (Ft. Hamer)
12/24/2020

Item No.	Payee	Invoice No.	Ft. Hamer
1	SignPro Studios Box Logo Towner / Letters and Graphics for Signs	202-2020	\$ 35,925.00
2	Stantec Engineering Services Through 12/11/2020	1739124	\$ 1,811.25
TOTAL			\$ 37,736.25

Venessa Ripoll

Secretary / Assistant Secretary



Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Payment Authorizations #06-10

FIELDSTONE COMMUNITY DEVELOPMENT DISTRICT

Payment Authorizations # 06-10

PA #	Description	Amount	Total
2021-06	Florida State Fence	\$625.00	
	Ken Burton Jr. Tax Collector	\$19.16	
	Ken Burton Jr. Tax Collector	\$28.74	
	PFM Group Consulting	\$45.39	
	Sunrise Landcare	\$7,888.87	
	Supervisor Fees	\$1,000.00	
	Vglobal Tech	\$100.00	
	Vogler Ashton	\$1,492.00	
			\$11,199.16
2021-07	Eco-Logic Services	\$1,275.00	
	Frontier	\$314.33	
	MacroLease	\$695.00	
	Manatee County Utilities Department	\$425.06	
	Manatee County Utilities Department	\$72.97	
	Manatee County Utilities Department	\$345.85	
	Neal Land & Neighborhoods	-\$7.00	
	Peace River Electric Cooperative	\$1,047.79	
	Peace River Electric Cooperative	\$659.67	
	Peace River Electric Cooperative	\$31.88	
	Peace River Electric Cooperative	\$54.21	
	Peace River Electric Cooperative	\$481.29	
	Southern Land Services of Southwest Florida	\$337.50	
	Southern Land Services of Southwest Florida	\$3,600.00	
	Southern Land Services of Southwest Florida	\$600.00	
	Vglobal Tech	\$100.00	
			\$10,033.55
2021-08	Envera	\$794.00	
	Jan-Pro of Manasota	\$325.62	
	Jan-Pro of Manasota	\$470.00	
	Southern Land Services of Southwest Florida	\$2,880.00	
	Southern Land Services of Southwest Florida	\$6,650.00	
	Supervisor Fees	\$1,000.00	
	US Bank	\$4,031.25	
			\$16,150.87
2021-09	DayStar Exterior Cleaning	\$1,155.00	

	MI-BOX	\$189.00	
	PFM Group Consulting	\$3,333.33	
	Peace River Electric Cooperative	\$500.00	
	Peace River Electric Cooperative	\$100.00	
	Peace River Electric Cooperative	\$100.00	
	Southern Land Services of Southwest Florida	\$900.00	
	Southern Land Services of Southwest Florida	\$3,354.00	
	Southern Land Services of Southwest Florida	\$525.00	
	Sunrise Landcare	\$7,888.87	
	Vogler Ashton	\$586.00	
			\$18,631.20
2021-10	Manatee County Utilities Department	\$425.06	
	Manatee County Utilities Department	\$72.97	
	Manatee County Utilities Department	\$345.85	
	PFM Group Consulting	\$28.68	
	PRECO	\$1,091.68	
	PRECO	\$659.67	
	PRECO	\$32.00	
	PRECO	\$55.46	
	PRECO	\$481.29	
	S&G Pools	\$900.00	
	S&G Pools	\$900.00	
	S&G Pools	\$900.00	
	S&G Pools	\$900.00	
	Southern Land Services of Southwest Florida	\$2,200.00	
	Stantec Consulting Services	\$20,201.25	
			\$29,193.91


**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 006
11/20/2020

Item No.	Payee	Invoice No.	General Fund
1	Florida State Fence Latch Swap Outs	134500	\$ 625.00
2	Ken Burton Jr., Tax Collector FY 2021 Property Tax FY 2021 Property Tax	401917059 401917459	\$ 19.16 \$ 28.74
3	PFM Group Consulting October Reimbursables	OE-EXP-11-18	\$ 45.39
4	Sunrise Landcare October Landscaping	71929	\$ 7,888.87
5	Supervisor Fees - 11/11/2020 Meeting Dale Weidemiller John Blakley Pete Williams Sandy Foster Priscilla Heim	-- -- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00
6	VGlobalTech November Website Maintenance	2114	\$ 100.00
7	Vogler Ashton General Counsel Through 10/31/2020	6291	\$ 1,492.00
TOTAL			\$11,199.16

Vivian Carvalho

Secretary / Assistant Secretary



Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 007
12/4/2020

Item No.	Payee	Invoice No.	General Fund
1	Eco-Logic Services December Lake Maintenance	900	\$ 1,275.00
2	Frontier Pavilion Service 11/23/2020 - 12/22/2020	--	314.33
3	MacroLease FitRev Lease Installment	296986	\$ 695.00
4	Manatee County Utilities Department 11510 Little River Way ; Service 10/19/2020 - 11/16/2020 8905 Grand River Pkwy ; Service Through 11/23/2020 11539 Little River Way ; Service Through 11/23/2020	-- -- --	\$ 425.06 \$ 72.97 \$ 345.85
5	Neal Land & Neighborhoods Notice Boards Credit	--	\$ (7.00)
6	Peace River Electric Cooperative 11510 Little River Way Amenity Center ; Service 10/19/2020 - 11/18/2020 Grande River Parkway Roadway Street Lights ; Service 10/19/2020 - 11/18/2020 11539 Little River Way Irrigation Control ; Service 10/19/2020 - 11/18/2020 8905 Grand River Pkwy Monument Lighting ; Service 10/19/2020 - 11/18/2020 Fieldstone Lot Decorative Lights ; Service 10/19/2020 - 11/18/2020	-- -- -- -- --	\$ 1,047.79 \$ 659.67 \$ 31.88 \$ 54.21 \$ 481.29
7	Southern Land Services of Southwest Florida November Street Sweeping & SWPPP Maintenance Ph 1B & 1D Clean Up, Ph 1B Seed & Mulch December Street Sweeping & SWPPP Maintenance	110620-43 112020-6 112020-45	\$ 337.50 \$ 3,600.00 \$ 600.00
8	VGlobalTech December Website Maintenance	2192	\$ 100.00
TOTAL			\$10,033.55

Vivian Carvalho
Secretary / Assistant Secretary


Chairman / Vice Chairman

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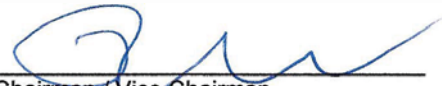
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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 008
12/11/2020

Item No.	Payee	Invoice No.	General Fund
	Envera		
	January Security Services	697420	\$ 794.00
2	Jan-Pro of Manasota		
	November Brightwood Pavilion Cleaning	64173	325.62
	December Brightwood Pavilion Cleaning	64174	470.00
3	Southern Land Services of Southwest Florida		
	November Mowing of Phases 1B, 1D, Ponds	112720-114	\$ 2,880.00
	Seed, Mulch, Silt Fence	120420-10	\$ 6,650.00
	Supervisor Fees - 12/09/2020 Meeting		
	Dale Weidemiller	--	\$ 200.00
	John Blakley	--	\$ 200.00
	Pete Williams	--	\$ 200.00
	Sandy Foster	--	\$ 200.00
	Priscilla Heim	--	\$ 200.00
	US Bank		
	Series 2019 Morgan's Glen Trustee Services 11/01/2020 - 10/31/2021	5948258	\$ 4,031.25
TOTAL			\$16,150.87

Venessa Ripoll
Secretary / Assistant Secretary


Chairman / Vice Chairman

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 009
12/18/2020

Item No.	Payee	Invoice No.	General Fund
1	DayStar Exterior Cleaning December Amenity Maintenance	12207	\$ 1,155.00
2	MI-BOX Box Rental	4166	189.00
3	PFM Group Consulting DM Fee: December 2020	DM-12-2020-0014	\$ 3,333.33
4	Peace River Electric Cooperative Arrow Creek Dr. ; New Service Deposit Sign at Ft Hamer and Moccasin Wallow ; New Service Deposit Sign at Ft Hamer and Little River Way ; New Service Deposit	Acct: 168751012 Acct: 168751013 Acct: 168751014	\$ 500.00 \$ 100.00 \$ 100.00
5	Southern Land Services of Southwest Florida September SWPPP Maintenance September Ph 1B & 1D Mowing & Bushhogging September Street Sweeping & SWPPP Maintenance	-- 091820-154 092520-63 092520-144	\$ 900.00 \$ 3,354.00 \$ 525.00
6	Sunrise Landcare November Landscape Maintenance	72249	\$ 7,888.87
7	Vogler Ashton General Counsel Through 11/30/2020	6388	\$ 586.00
TOTAL			\$18,631.20

Venessa Ripoll
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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 010
12/24/2020

Item No.	Payee	Invoice No.	General Fund
1	Manatee County Utilities Department		
	11510 Little River Way ; Service 10/19/2020 - 11/16/2020	Acct: 312296-162425	\$ 425.06
	8905 Grand River Pkwy ; Service Through 11/23/2020	Acct: 312296-164615	\$ 72.97
	11539 Little River Way ; Service Through 11/23/2020	Acct: 312296-164711	\$ 345.85
2	PFM Group Consulting		
	November Reimbursables	OE-EXP-12-18	28.68
3	PRECO		
	11510 Little River Way ; Service 11/18/2020 - 12/18/2020	Acct: 168751001	\$ 1,091.68
	Grand River Parkway ; Service 11/18/2020 - 12/18/2020	Acct: 168751003	\$ 659.67
	11539 Little River Way ; Service 11/18/2020 - 12/18/2020	Acct: 168751004	\$ 32.00
	8905 Grand River Parkway ; Service 11/18/2020 - 12/18/2020	Acct: 168751005	\$ 55.46
	Fieldstone CDD ; Service 11/18/2020 - 12/18/2020	Acct: 168751007	\$ 481.29
4	S&G Pools		
	September Commercial Pool Service	9320	\$ 900.00
	October Commercial Pool Service	1020	\$ 900.00
	November Commercial Pool Service	1120	\$ 900.00
	December Commercial Pool Service	1220	\$ 900.00
5	Southern Land Services of Southwest Florida		
	Bushhogging, Brushcutting, Trash Cleanup	121820-8	\$ 2,200.00
6	Stantec Consulting Services		
	Engineering Services Through 12/11/2020	1739125	\$ 20,201.25
TOTAL			\$ 29,193.91

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**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Ratification of Requisitions # 2019-192 – 2019-
194

Fieldstone Community Development District

Series 2019
Series 2019 COI Construction

<u>Number</u>	<u>Fiscal Year</u>	<u>Date</u> <u>Prepped</u>	<u>Vendor</u>	<u>Amount</u>	<u>Amount</u>
S2019-192	2021	12/11/2020	Driggers Engineering Services	\$ -	\$ 1,230.00
S2019-193	2021	12/11/2020	Peace River Electric Cooperativ	\$ -	\$ 2,977.00
S2019-194	2021	12/18/2020	Dewberry Engineers	\$ -	\$ 1,500.00

**FIELDSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Review of District Financial Statements
(under separate cover)