

# North River Ranch Community Development District

12051 Corporate Blvd., Orlando, FL 32817

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

[www.northriverranchcdd.com](http://www.northriverranchcdd.com)

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The following is the agenda for the Board of Supervisors Meeting for the **North River Ranch Community Development District** scheduled to be held **Wednesday, March 10, 2021 1:30 p.m. at 8141 Lakewood Main Street, Bradenton, FL 34202**. The following is the proposed agenda for this meeting.

**Call in number: 1-844-621-3956**

**Passcode: 790 562 990 #**

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

### **Administrative Matters**

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

### **Business Matters**

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

### **Other Business**

#### **Staff Reports**

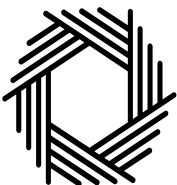
District Counsel

District Engineer

District Manager

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

### **Adjournment**



**pfm**

**North River Ranch  
Community Development District**

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

**MINUTES OF MEETING**

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

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

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

Board Members present via phone or in person:

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

Also present via phone or in person:

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

**FIRST ORDER OF BUSINESS**

**Administrative Matters**

**Call to Order and Roll Call**

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

**Public Comment Period**

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

**SECOND ORDER OF BUSINESS**

**General Business Matters**

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

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

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

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

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

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

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

The Board reviewed the E-Verification Application.

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

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

The Board reviewed Resolution 2021-08.

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

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

The Board reviewed Funding Requests #11-13.

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

**Review of District Financial  
Statements**

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

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

**THIRD ORDER OF BUSINESS**

**Other Business**

**Staff Reports**

**District Counsel** – Not Present

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

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

**Audience Comments and  
Supervisor Requests**

There were no Supervisor requests or audience comments.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

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

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

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

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

**North River Ranch  
Community Development District**

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

## **RESOLUTION 2021-09**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Severability.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

ADOPTED THIS 10th DAY OF MARCH, 2021

ATTEST:

**NORTH RIVER RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Proposed Merger Agreement

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

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

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

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

**Recitals**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

Attest:

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

\_\_\_\_\_  
Secretary

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

Witness:

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

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

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

Witness:

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

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

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

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

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

[Notary Seal]

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

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

Attest:

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

\_\_\_\_\_  
Secretary

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

Witness:

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

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

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

Witness:

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

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

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

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

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

[Notary Seal]

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

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

Attest:

**PFM GROUP CONSULTING, LLC**

\_\_\_\_\_  
Secretary

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

Witness:

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

Witness:

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

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

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

[Notary Seal]

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

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

**North River Ranch  
Community Development District**

Review and Consideration of the Onsite  
Industries, LLC Proposals

**ADDENDUM TO AGREEMENT BETWEEN  
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

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

**WITNESSETH**

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

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

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

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

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.

2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.

3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.

4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement;

and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

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

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

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

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

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

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

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

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

**Contractor:**  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**District:**  
**North River Ranch Community Development District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson/Vice Chairperson of the Board of Supervisors

## EXHIBIT "A"

### TERMS AND CONDITIONS TO CDD ADDENDUM

#### SECTION 1. WORK

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

#### SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

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

#### SECTION 3. AUDIT

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

#### SECTION 4. PAYMENTS

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



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

**SECTION 5. INSURANCE**

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

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

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

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

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

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

## **SECTION 6. INDEPENDENT CONTRACTOR**

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

## **SECTION 7. WAIVER**

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

## **SECTION 8. PROTECTION OF WORK**

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

## **SECTION 9. COMPLIANCE WITH LAWS**

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

## **SECTION 10. PERMITS AND LICENSES**

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

## **SECTION 11. TERMINATION**

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

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

## **SECTION 12. ATTORNEY'S FEE'S**

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

## **SECTION 13. SPECIAL CONDITIONS**

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

**EXHIBIT A-1**

**CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE**

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

**WARRANTY GUARANTEE**

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_\_

# PROPOSAL 291017

## FIELDSTONE CDD



### Submitted to

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

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

### Project Detail - Page 1

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

### Items

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

### Approval

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

ONSIGHT INDUSTRIES, LLC.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
RON SILVEIRA  
NAME

\_\_\_\_\_  
2/5/2021  
DATE

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



\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

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

# PROPOSAL 291018

## FIELDSTONE CDD



### Submitted to

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

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

### Project Detail - Page 1

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

### Items

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

### Approval

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

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



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



**North River Ranch  
Community Development District**

Ratification of the LRK Architects Designers  
Planners Proposal

**ADDENDUM TO AGREEMENT BETWEEN  
NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT AND CONTRACTOR**

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

**WITNESSETH**

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

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

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

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

1. All payments pursuant to the Agreement, including any dispute regarding any payment or other monies owed to Contractor by District, shall be governed by the "Local Government Prompt Payment Act," Chapter 218, Florida Statutes.

2. Contractor shall obtain, and thereafter at all times during the performance of the Work described in the Agreement, maintain a performance bond and a labor and material payment bond, as applicable, each in form and substance satisfactory to District. Such bonds shall comply with Section 255.05, Florida Statutes.

3. Contractor shall observe and abide by and perform all of its obligations hereunder and all other activities in connection with the Work and project contemplated by the Agreement in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the District's Resolutions, Rules and Regulations.

4. To the fullest extent permitted by law, and to the extent claims, damages, losses or expenses are not covered by insurance maintained by Contractor in accordance with the Agreement, Contractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Contractor or its subcontractors, or otherwise, and to all property (real and personal), caused by, resulting from, arising out of or occurring in any manner whatsoever in connection with the execution of the Work and/or performance of the Agreement. Contractor agrees to indemnify and save harmless District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, losses, costs, expenses, liability, damages and/or injuries, including reasonable legal fees, that District, its officers, Supervisors, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. The District shall have the right to withhold from any payments due or to become due to Contractor an amount sufficient in its judgment to protect and indemnify District, its officers, Supervisors, agents, servants and employees from and against any and all such claims, including legal fees and disbursements, or District in its discretion, may require Contractor to furnish a surety bond satisfactory to District guaranteeing such protection, which bond shall be furnished by Contractor within five (5) days after written demand has been made therefore.

5. The Contractor shall prepare and maintain complete records and comprehensive books relating to the Work and/or any other services performed on lands within and/or controlled by the District, (the "Records"), which Records shall be maintained by the Contractor for a period of at least five (5) years after the expiration of the Agreement;

and, copies of all Records shall be timely given to the District upon request. The Records shall include, but not be limited to, documents and other information pertaining to all costs associated with the project and Work contemplated by the Agreement. The District, and/or its duly authorized representative, shall have the right to audit such Records at reasonable times upon prior notice to Contractor, and Contractor shall be required to prepare and maintain all Records on a basis of generally accepted accounting principles. If an audit reveals overcharges that exceed the total amount due Contractor under the Agreement, Contractor will reimburse District for the cost of the audit and pay 2.5 times the amount of the overcharges as liquidated damages.

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

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

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

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

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

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

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

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

**Contractor:**  
\_\_\_\_\_

**District:**  
**North River Ranch Community Development District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Chairperson/Vice Chairperson of the Board of Supervisors

## EXHIBIT "A"

### TERMS AND CONDITIONS TO CDD ADDENDUM

#### SECTION 1. WORK

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

#### SECTION 2. DISTRICT ENGINEER AS REPRESENTATIVE

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

#### SECTION 3. AUDIT

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

#### SECTION 4. PAYMENTS

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

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

**SECTION 5. INSURANCE**

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

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

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

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

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

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

## **SECTION 6. INDEPENDENT CONTRACTOR**

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

## **SECTION 7. WAIVER**

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

## **SECTION 8. PROTECTION OF WORK**

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

## **SECTION 9. COMPLIANCE WITH LAWS**

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

## **SECTION 10. PERMITS AND LICENSES**

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

## **SECTION 11. TERMINATION**

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

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

## **SECTION 12. ATTORNEY'S FEE'S**

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

## **SECTION 13. SPECIAL CONDITIONS**

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

**EXHIBIT A-1**

**CONTRACTOR (OR SUBCONTRACTOR) WARRANTY-GUARANTEE**

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

**WARRANTY GUARANTEE**

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

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

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

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

CONTRACTOR (OR SUBCONTRACTOR):

\_\_\_\_\_  
(Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_\_





**Architects | Designers | Planners**

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

February 13, 2021

**Tom Panaseny**

**North River Ranch CDD**

**5824 Lakewood Ranch Blvd.**

**Sarasota, FL 34240**

**RE: North River Ranch Amenity**

Dear Tom:

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

**PROJECT DESCRIPTION**

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

**INTERIOR DESIGN BASIC SERVICES**

**Schematic Design Phase**

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

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



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

### **Design Development Phase**

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

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

### **Construction Documents Phase**

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

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

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

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

### **Construction Phase**

Upon Client request, LRK will provide limited Construction Phase services to address any clarifications or requests for information during the construction and review submittals, shop drawings, and product data for conformance with the contract documents. We recommend this to be an hourly expense based on the Client's requests and would be in addition to the fees noted within. Any estimated fee shall be established based on number of months of construction as well as Client's desire for LRK's participation and the number of site visits requested.

### **Procurement Phase**

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



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

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

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

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



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

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

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

**Installation Phase**

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

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

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

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

**BASIS OF COMPENSATION**

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

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



**ADDITIONAL SERVICES**

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

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

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

**FORM OF AGREEMENT**

This Letter of Agreement, including the Terms and Conditions of the October 1, 2020 architectural agreement, represents the entire understanding between North River Ranch CDD and LRK Inc. with respect to Services outlined above and may be modified only by written Agreement signed by both parties.

If this satisfactorily sets forth your understanding of the arrangement between us, please sign below and return for signature by LRK. A fully executed copy will be sent to you for your records.

Sincerely,

Rebecca Courtney, ASID, IIDA

**LRK**

**Accepted For:**

North River Ranch CDD

By:  \_\_\_\_\_

Date: 2/15/2021 \_\_\_\_\_

**Accepted For:**

LRK Inc.

By: \_\_\_\_\_

Date: \_\_\_\_\_

**North River Ranch  
Community Development District**

Ratification of Funding Requests # 14 -16

# NORTH RIVER RANCH COMMUNITY DEVELOPMENT DISTRICT

## Funding Requests 2021-14 - 2021-16


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

# North River Ranch Community Development District

## Funding Request 2021-14

1/29/2021

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



Secretary/Assistant Secretary



Chairman

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

**RECEIVED**

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



North River Ranch Community Development District

Funding Request 2021-15

2/12/2021

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

*Vivian Carvalho*

Secretary/Assistant Secretary



Chairman

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

**RECEIVED**

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

# North River Ranch Community Development District

## Funding Request 2021-16

2/19/2021

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

*Vivian Carvalho*

Secretary/Assistant Secretary



Chairman

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

**RECEIVED**

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

**North River Ranch  
Community Development District**

Review of District Financial Statements  
(under separate cover)