

Riverwood Community Development District

OCTOBER 19, 2021

AGENDA PACKAGE

Riverwood Community Development District
Inframark, Infrastructure Management Services

210 N. University Drive, Suite 702, Coral Springs, FL 33071

Tel: 954-603-0033 Fax: 954-345-1292

October 12, 2021

Board of Supervisors
Riverwood Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors will be held on Tuesday, October 19, 2021 at 2:00 p.m. in the Riverwood Activity Center, 4250 Riverwood Drive, Port Charlotte, FL. Following is the advance agenda.

1. Call to Order and Roll Call
2. Approval of the October 19, 2021 Agenda
3. Audience Comments on Agenda Items
4. Approval of Consent Agenda
 - A. Approval of the Minutes of September 21, 2021 Meeting
 - B. Acceptance of the Financial Statements and Check Registers
5. Public Hearing to Consider Amendments to the Riverwood Community Development District Rules including the Consideration of New Rates, Fees and Charges
 - A. Consideration of Resolution 2022-01, Adopting Changes to the District's Rules
6. On-Site Manager's Report
 - A. Project Updates
 - B. Insurance Renewals
7. Monthly Client Report
8. Safety and Access Control Supervisor Report
9. Manager's Report
 - A. Motion to Assign Fund Balance as of September 30, 2021
 - B. FY2021 Auditor Selection Process Discussion
 - i. Grau & Associates October 1, 2021 Correspondence
 - ii. Appointment of Committee Members
 - iii. Establishment of RFP Evaluation Criteria
 - iv. Authorization to Proceed with RFP
10. Attorney's Report
11. Old Business
 - A. RCDD/RCA MOU Review & Approval
12. New Business

- A. Vizcaya Lakes Discussion
- B. Centex Land Transfer Request
- 13. Other Committee Reports
 - A. Beach Club Committee: Mr. Spillane
 - B. Campus Committee: Ms. Syrek
 - C. Dog Park Committee: Mr. Knaub
 - D. Environmental Committee: Mr. Myhrberg
 - E. Finance Committee: Ms. Syrek
 - F. Safety & Access Control Committee: Mr. Knaub
 - G. Sewer Committee: Mr. Martone
 - H. Strategic Planning Committee: Mr. Myhrberg
 - I. Water/Utility Committee: Mr. Spillane
- 14. Supervisor Comments
- 15. Audience Comments
- 16. Adjournment

Any supporting documents not enclosed in your agenda package will be distributed at the meeting. The balance of the agenda is routine in nature and staff will present their reports at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please give me a call.

Sincerely,

Justin Faircloth

Justin Faircloth, District Manager

Fourth Order of Business

4A

**MINUTES OF MEETING
RIVERWOOD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Riverwood Community Development District was held on Tuesday, September 21, 2021 at 2:00 P.M. at the Riverwood Activity Center, 4250 Riverwood Drive, Port Charlotte, Florida.

Present and constituting a quorum were:

Michael Spillane	Chairperson
Donald Myhrberg	Vice Chairman
Dolly Syrek	Treasurer
Dennis Knaub	Assistant Secretary
Jim Martone – by phone	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Mark Barneby	Blalock Walters
John Mercer	On-Site Manager
Ben Griffin	Inframark
Yesenia Rodriguez-Urban	Vizcaya Lakes
Scott Ottesen	Sun Communities
Various Residents	

The following is a summary of the minutes and actions taken at the September 21, 2021 meeting of the Riverwood CDD.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

- Mr. Spillane called the meeting to order and Mr. Faircloth called the roll and a quorum was established.

On MOTION by Mr. Knaub seconded by Ms. Syrek with all in favor authorizing Mr. Martone to participate and vote by phone was approved. 5-0

SECOND ORDER OF BUSINESS

Approval of the September 21, 2021 Agenda

- Mr. Spillane added item 12.E. ARPA Grant Application to the agenda.

On MOTION by Mr. Knaub seconded by Mr. Myhrberg with all in favor the September 21, 2021 agenda was approved as amended. 5-0

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

- Resident comments were received on the Osprey Landing sidewalk item.
- Mr. Fontana commented on the back-gate incident of August 18, 2021.
- A resident inquired about the completion of the roadway items related to item 5.A. on the agenda.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Approval of the Minutes of August 17, 2021 Meeting

B. Acceptance of the Financial Statements and Check Registers

On MOTION by Ms. Syrek seconded by Mr. Myhrberg with all in favor the consent agenda was approved. 5-0

FIFTH ORDER OF BUSINESS

On-Site Manager's Report

A. Follow-up Items

i. Black Rock (Paving Stone Bridge & Village Lane Cul-de-Sacs)

- Mr. Mercer provided an update on the roadway work.

B. Insurance Renewals

- Mr. Knaub made a proposal to approve the insurance subject to obtaining additional quotes with the Chairman's approval with an amount not to exceed \$180,000. After further discussion ensued, Mr. Knaub withdrew his motion.

On MOTION by Ms. Syrek seconded by Mr. Knaub with all in favor the summary of premiums of the insurances due on October 1, 2021 with the exception of general and excess liability authorizing the chairman to approve the additional proposals once they have been obtained and to not exceed the amount of \$80,000 for the remaining insurances was approved. 5-0

C. A/C Maintenance Yearly Renewal

- i. Putnam (Existing Provider)**
- ii. Cool Today Proposal**

- The proposals were discussed, and the Board selected Cool Today's proposal to maintain the HVAC unit.

On MOTION by Mr. Knaub seconded by Mr. Myhrberg with all in favor the Cool Today proposal to maintain the HVAC units of the District at a cost of \$3,277 per year was approved. 5-0

- Mr. Faircloth inquired whether the attorney should review the contract as it is an ongoing maintenance contract. The Board however felt that due to the nature of the work and the dollar amount involved it was not necessary for the attorney to review this contract.

D. Administrative Building Trim Repair & Paint Proposals

i. TPS Proposal

ii. Sweeney's Proposal

- The Board reviewed the proposals provided for trim repair and painting of the administrative building.

On MOTION by Mr. Myhrberg seconded by Mr. Knaub with all in favor the proposal from Sweeney's Painting, Inc to repaint the administrative building in the amount of \$5,300 was approved. 5-0

- It was noted the funds for this project will come from reserves.

E. Charlotte Plumbing Pool Shower Drain Proposal

- Discussion on the proposal ensued.

On MOTION by Mr. Knaub seconded by Ms. Syrek with all in favor the proposal from Charlotte Plumbing in the amount of \$6,200 for work to develop a new shower at the pool was approved. 5-0

- Mr. Mercer provided an update on the fitness center roof indicating testing for moisture could be completed, but DMK had not gotten back with him on how to proceed with such a test. However, the review revealed the current bubbles in the roof are likely just cosmetic in nature.
- Mr. Mercer provided an update on the walking path along Rivermarsh Drive and recommended the curbing for the path be removed and the walkway be paved.

Mr. Knaub MOVED seconded by Mr. Myhrberg to approve the proposal to change the authorization approved at the previous meeting regarding the walkway along Rivermarsh Drive and instead have the walkway paved.

ON VOICE vote with Mr. Knaub, Mr. Myhrberg and Mr. Martone voting AYE and Mr. Spillane and Ms. Syrek voting NAY to change the authorization approved at the previous meeting regarding the walkway along Rivermarsh Drive and instead have the walkway paved was approved. 3-2

- An update was provided regarding the pool lighting.

SIXTH ORDER OF BUSINESS

Monthly Client Report

- Mr. Griffin reviewed the report with the Board and answered questions.
- Ms. Syrek requested Mr. Faircloth have the budget updated with Tap Connections changed to Backflow Fees instead.

SEVENTH ORDER OF BUSINESS

Safety and Access Control Supervisor Report

A. Fontana Back Gate Incident August 18, 2021

- The Fontana back gate incident from August 18, 2021 was reviewed by the Board and it was determined the incident was not a result of equipment malfunction.

B. Ratification of Agreements per Spending Resolution 2021-09

- i. Archer Gate of South West Florida Estimate

On MOTION by Mr. Knaub seconded by Mr. Myhrberg with all in favor the contract with Archer Gate of South West Florida was approved. 5-0

- Mr. Knaub discussed the proper treatment of access control staff and who should be contacted regarding suspicious activity.

EIGHTH ORDER OF BUSINESS

Manager's Report

A. Follow-up Items

i. On-site Manager's Credit Limit Increase Discussion

- Discussion was had regarding the on-site Manager's credit limit being increased.

On MOTION by Mr. Knaub seconded by Ms. Syrek with all in favor ratification of the On-Site Manager's credit limit from \$5,000 to \$6,500 was approved. 5-0

ii. Blalock Walters August 12, 2021 CPI Adjustment Correspondence**iii. Johnson Engineering 9.1.21 Correspondence**

- Mr. Faircloth reviewed the letters received from Blalock Walters and Johnson Engineering with regard to fee changes.
- Mr. Faircloth informed the Board, after previously inquiring with Mr. Rudacille about disclosure requirements, that his wife serves as the Office Manager of Florida Utility Solutions, one of the firms that submitted a bid to the District's most recent RFP.

NINTH ORDER OF BUSINESS**Engineer's Report**

- Mr. Spillane provided an update on pending items and indicated the Engineer's report did not need to appear on the agenda going forward.

TENTH ORDER OF BUSINESS**Attorney's Report**

- Mr. Spillane inquired about combining the water quality and base rate items, therefore, doing away with the wording about water quality.

ELEVENTH ORDER OF BUSINESS**Old Business****A. Pay Order #1 Giannetti Contracting Co.**

- Mr. Spillane reviewed the pay application to Giannetti Contracting.

B. RCDD/RCA MOU Review and Approval

On MOTION by Mr. Knaub seconded by Ms. Syrek with all in favor the MOU as approved by the Riverwood Community Association was approved. 5-0

TWELFTH ORDER OF BUSINESS**New Business****A. Clarifier Rehabilitation Proposals****i. Suez Advance Solutions Proposal****ii. Razorback LLC Proposal**

- Discussion was had regarding the proposals presented for the clarifier repair.

On MOTION by Mr. Knaub seconded by Ms. Syrek with all in favor a not to exceed of amount of \$190,000 for the west clarifier to be repaired with the proposal to be approved by the Chair was approved. 5-0

B. Operations contract RFP Bid Results

- Mr. Spillane provided an update on the operations contract of the RFP. The Board discussed the possibility of continuing the meeting to a later date to discuss the proposals further.

C. Annual Salary Increases for CDD Employees

- Discussion was had regarding the list of salary increases provided by Mr. Myhrberg.

On MOTION by Mr. Knaub seconded by Ms. Syrek with all in favor a list of salary increases as previously sent out to the Board by Mr. Myhrberg was approved. 5-0

- Mr. Myhrberg will provide the salary increase list to Mr. Faircloth.

D. Vizcaya Lakes Discussion

- The Board discussed the utility billing for Vizcaya Lakes.
 - Further discussion ensued as to whether the existing agreement was still in effect as the property is now owned by Sun Properties and the agreement that was signed with the District was with Vizcaya Lakes Communities, LLC.
 - After further discussion, the Board decided to table the discussion until the next meeting.

THIRTEENTH ORDER OF BUSINESS

Other Committee Reports

A. Beach Club Committee: Mr. Spillane

- Mr. Spillane commented on the deck work.

B. Campus Committee: Ms. Syrek

- Ms. Syrek commented on the following:
 - Bathroom updates
 - COVID protocols
 - The use of TVs on the treadmills with Ms. Syrek commenting on the reasons for the recent change to remove their connections to cable TV.

C. Dog Park Committee: Mr. Knaub

- Mr. Mercer inquired about installing wood chips. The Board agreed to have the wood chips installed.

D. Environmental Committee: Mr. Myhrberg

- Mr. Myhrberg commented on the work completed to ensure the stormwater system was functioning and indicated the template had been received for the stormwater report which is due to the County in June of 2022.

E. Finance Committee: Ms. Syrek

- No report was presented.

F. Safety & Access Control Committee: Mr. Knaub

- Mr. Knaub noted there was no meeting due to the recent COVID variant. He commented on the quality of the new cameras.

G. Sewer Committee: Mr. Martone

- No report presented. Mr. Martone stated he would return in October.

H. Strategic Planning Committee: Mr. Myhrberg

- Mr. Myhrberg provided an update on recent changes.

I. Water/Utility Committee: Mr. Spillane

On MOTION by Mr. Myhrberg seconded by Ms. Syrek with all in favor the proposal from Advanced Lift Station in the amount of \$20,872.40 was approved and the prior approval from Superior Fabrication was rescinded. 5-0

- The Board asked Mr. Faircloth to cancel the prior order with Superior Fabrication.
- Ms. Syrek asked Mr. Faircloth to ensure the proper Supervisors are listed for final approval on the various invoices received.

FOURTEENTH ORDER OF BUSINESS**Supervisor Comments**

- Mr. Myhrberg commented on the RV park, beach club items, pay increases and the Districts' website.
- After discussion, the Board requested the entire agenda package be posted to the District's website going forward.

FIFTEENTH ORDER OF BUSINESS**Audience Comments**

- Audience comments were received on:

- 272 • The Rivermarsh sidewalk
- 273 • The decision to disconnect the treadmill screens from cable
- 274 • Employee parking in the RV park area.

275

276 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

277

278 On MOTION by Mr. Knaub seconded by Mr. Myhrberg with all in
279 favor the meeting was adjourned at 4:30 P.M.

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Secretary

Chairperson

4B

Riverwood Community Development District

Financial Statements *(unaudited)*

September 30, 2021

Prepared by



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Riverwood Community Development District**Financial Statements****Balance Sheet**
September 30, 2021

Account Description	General Fund	General Fund - Reserves	Beach Club Fund (Operations)	Beach Club Fund (Reserve)	Beach Club Fund (Loan)	Debt Service Fund (Valley National)	Enterprise Fund	Enterprise Fund - Reserves	Pooled Cash Fund	Total
Assets										
Current Assets										
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,294,051	\$ 1,294,051
Equity in Pooled Cash	719,787	1,714,337	66,546	67,576	(23,552)	1,563	308,442	2,070,414	(4,925,113)	-
Accounts Receivable	-	-	-	-	-	-	203,714	-	-	203,714
Accounts Receivable > 120	-	-	-	-	-	-	75,580	-	-	75,580
Allow - Doubtful Accounts	-	-	-	-	-	-	(48,640)	-	-	(48,640)
Loan Due from Beach Fund	189,026	-	-	-	-	-	-	-	-	189,026
Due From Other Funds	-	-	-	-	23,552	-	-	-	-	23,552
Inventory:										
Mat'l's/Supplies	4,420	-	-	-	-	-	-	-	-	4,420
Investments:										
Money Market Account	-	-	-	-	-	-	-	-	3,640,644	3,640,644
Reserve Fund	-	-	-	-	-	131,302	-	-	-	131,302
Revenue Fund	-	-	-	-	-	331,997	-	-	-	331,997
Prepaid Items	-	-	4,921	-	-	-	-	-	-	4,921
Total Current Assets	913,233	1,714,337	71,467	67,576	-	464,862	539,096	2,070,414	9,582	5,850,567
Noncurrent Assets										
Fixed Assets										
Land	-	-	-	-	-	-	343,998	-	-	343,998
Buildings	-	-	-	-	-	-	1,413,584	-	-	1,413,584
Accum Depr - Buildings	-	-	-	-	-	-	(759,196)	-	-	(759,196)
Infrastructure	-	-	-	-	-	-	9,808,484	-	-	9,808,484
Accum Depr - Infrastructure	-	-	-	-	-	-	(3,479,132)	-	-	(3,479,132)
Equipment and Furniture	-	-	-	-	-	-	10,477	-	-	10,477
Accum Depr - Equip/Furniture	-	-	-	-	-	-	(7,031)	-	-	(7,031)
Total Noncurrent Assets	-	-	-	-	-	-	7,331,184	-	-	7,331,184
Total Assets	\$ 913,233	\$ 1,714,337	\$ 71,467	\$ 67,576	\$ -	\$ 464,862	\$ 7,870,280	\$ 2,070,414	\$ 9,582	\$ 13,181,751

Riverwood Community Development District

Financial Statements

Balance Sheet
September 30, 2021

Account Description	General Fund	General Fund - Reserves	Beach Club Fund (Operations)	Beach Club Fund (Reserve)	Beach Club Fund (Loan)	Debt Service Fund (Valley National)	Enterprise Fund	Enterprise Fund - Reserves	Pooled Cash Fund	Total
Liabilities										
Current Liabilities										
Accounts Payable	\$ 11,267	\$ -	\$ 404	\$ -	\$ -	\$ -	\$ 6,322	\$ 10,435	\$ 9,582	\$ 38,010
Accrued Expenses	1,500	-	-	-	-	-	42,548	-	-	44,048
Accrued Wages Payable	488	-	-	-	-	-	-	-	-	488
Sales Tax Payable	-	-	30	-	-	-	-	-	-	30
Deposits	-	-	-	-	-	-	194,978	-	-	194,978
Loan Due to General Fund	-	-	-	-	189,026	-	-	-	-	189,026
Due To Other Funds	14,917	-	-	-	-	8,635	-	-	-	23,552
Total Current Liabilities	28,172	-	434	-	189,026	8,635	243,848	10,435	9,582	490,132
Total Liabilities	28,172	-	434	-	189,026	8,635	243,848	10,435	9,582	490,132
Fund Balances / Net Position										
Restricted for:										
Debt Service	-	-	-	-	-	456,227	-	-	-	456,227
Assigned to:										
Operating Reserves	268,093	-	-	-	-	-	-	-	-	268,093
Reserves - Activity Center	-	352,918	-	-	-	-	-	-	-	352,918
Reserves - Settlement	-	250,097	-	-	-	-	-	-	-	250,097
Reserves - Ponds	-	205,102	-	-	-	-	-	-	-	205,102
Reserves - Roadways	-	844,544	-	-	-	-	-	-	-	844,544
Reserves - RV Park	-	61,676	-	-	-	-	-	-	-	61,676
Reserves - Beach Club	-	-	-	67,576	-	-	-	-	-	135,152
Unassigned:	616,968	-	71,033	-	(189,026)	-	-	-	-	498,975
Net Investment in capital assets	-	-	-	-	-	-	7,331,184	-	-	7,331,184
Reserves - Emergency	-	-	-	-	-	-	-	240,667	-	240,667
Reserves - Sewer System	-	-	-	-	-	-	-	1,020,753	-	1,020,753
Reserves - Water System	-	-	-	-	-	-	-	681,232	-	681,232
Reserves - Irrigation System	-	-	-	-	-	-	-	117,327	-	117,327
Unrestricted/Unreserved	-	-	-	-	-	-	295,248	-	-	295,248
Total Fund Balances / Net Position	885,061	1,714,337	71,033	67,576	(189,026)	456,227	7,626,432	2,059,979	-	12,624,043
Total Liabilities & Fund Balances / Net Position	\$ 913,233	\$ 1,714,337	\$ 71,467	\$ 67,576	\$ -	\$ 464,862	\$ 7,870,280	\$ 2,070,414	\$ 9,582	\$ 13,181,751

Riverwood Community Development District**Financial Statements****General Fund****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Special Assmnts- Tax Collector	\$ 2,388	\$ -	\$ 2,388	\$ 1,351,846	\$ 1,351,847	\$ (1)	0.0%	\$ 1,351,847
Special Assmnts- Discounts	(2,388)	-	(2,388)	(48,978)	(54,074)	5,096	-9.4%	(54,074)
Dog Park Revenue	-	-	-	80	-	80	0.0%	-
Other Miscellaneous Revenues	352	8	344	1,790	101	1,689	1672.0%	101
Access Cards	-	-	-	60	-	60	0.0%	-
Interest - Investments	170	375	(205)	5,625	4,500	1,125	25.0%	4,500
Interfund Transfer - In	-	-	-	1,156	-	1,156	0.0%	-
Total Revenue / Other Sources	522	383	139	1,311,579	1,302,374	9,205	0.7%	1,302,374

Expenditures**Administration**

P/R-Board of Supervisors	181	224	43	2,276	2,683	407	15.2%	2,683
Payroll-Salaries	5,967	5,717	(250)	47,445	68,604	21,159	30.8%	68,604
ProfServ-Engineering	-	208	208	165	2,500	2,335	93.4%	2,500
ProfServ-Mgmt Consulting	6,568	6,508	(61)	78,296	78,094	(202)	-0.3%	78,094
ProfServ-Legal Services	4,998	4,167	(832)	38,209	50,000	11,791	23.6%	50,000
ProfServ-Trustee Fees	-	-	-	3,717	3,717	(0)	0.0%	3,717
Auditing Services	-	-	-	2,929	2,030	(899)	-44.3%	2,030
Postage and Freight	-	-	-	92	-	(92)	0.0%	-
Communications-Other	52	333	282	2,187	4,000	1,813	45.3%	4,000
Insurance	-	-	-	7,459	9,898	2,439	24.6%	9,898
Misc-Non Ad Valorem Taxes	-	-	-	-	2,500	2,500	n/a	2,500
Misc-Assessment Collection Cost	-	-	-	26,057	27,037	980	3.6%	27,037
Website Hosting/Email services	-	275	275	4,337	3,300	(1,037)	-31.4%	3,300
Janitorial /Office supplies	-	167	167	2,138	2,000	(138)	-6.9%	2,000
Office Expense	895	1,005	110	5,913	12,058	6,145	51.0%	12,058
Misc-Credit Card Fees	-	-	-	8	-	(8)	0.0%	-
Total Administration	18,661	18,603	(57)	221,229	268,421	47,192	17.6%	268,421

Riverwood Community Development District**Financial Statements****General Fund****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Environmental Services								
Payroll-Gatehouse	19,577	14,167	(5,411)	138,759	170,000	31,241	18.4%	170,000
Contracts-Preserve Maintenance	-	6,383	6,383	1,200	76,600	75,400	98.4%	76,600
Contracts-Lakes	1,500	1,500	-	18,000	18,000	-	0.0%	18,000
ProfServ-Gatehouse Attendants	-	3,333	3,333	32,067	40,000	7,933	19.8%	40,000
ProfServ-Consultants	-	1,250	1,250	12,728	15,000	2,273	15.2%	15,000
Electricity - General	233	200	(33)	2,551	2,400	(151)	-6.3%	2,400
Utility - Water & Sewer	147	167	20	1,620	2,000	380	19.0%	2,000
R&M-Gate	438	833	395	15,333	10,000	(5,333)	-53.3%	10,000
R&M-Sidewalks	-	3,024	3,024	24	36,283	36,259	99.9%	36,283
R&M-Storm Drain Cleaning	-	833	833	900	10,000	9,100	91.0%	10,000
R&M-Preserves	1,820	5,000	3,180	15,931	60,000	44,069	73.4%	60,000
R&M-Road Scaping	74	833	759	2,244	10,000	7,756	77.6%	10,000
R&M-Roads,Signage,Striping	6	417	410	2,882	5,000	2,118	42.4%	5,000
R&M-Gatehouse/Security	-	667	667	7,412	8,000	588	7.3%	8,000
Op Supplies - Gatehouse	16	917	901	7,921	11,000	3,079	28.0%	11,000
R&M-Lakes,Bank Erosion,Planting	2	1,667	1,665	1,048	20,000	18,952	94.8%	20,000
Total Environmental Services	23,814	41,190	17,376	260,620	494,283	233,663	47.3%	494,283
Activity Center Campus								
P/R-Board of Supervisors	135	167	32	1,697	2,000	303	15.2%	2,000
Payroll-Salaries	3,409	3,167	(243)	24,160	38,000	13,840	36.4%	38,000
Payroll-Maintenance	1,858	-	(1,858)	9,611	-	(9,611)	0.0%	-
Payroll-Tennis Court Maint.	2,350	1,000	(1,350)	19,483	12,000	(7,483)	-62.4%	12,000
Contracts-On-Site Maintenance	732	1,333	601	14,928	16,000	1,072	6.7%	16,000
Electricity - General	3,365	4,333	969	38,842	52,000	13,158	25.3%	52,000
Utility - Water & Sewer	1,240	1,333	93	13,825	16,000	2,175	13.6%	16,000
Insurance - Property	-	-	-	43,391	42,917	(474)	-1.1%	42,917
R&M-Pools	604	417	(187)	5,298	5,000	(298)	-6.0%	5,000
R&M-Tennis Courts	67	1,833	1,767	25,572	22,000	(3,572)	-16.2%	22,000
R&M-Recreation Center	-	-	-	303	-	(303)	0.0%	-
Activity Ctr Cleaning- Inside Areas	1,125	3,750	2,625	20,381	45,000	24,619	54.7%	45,000
Pool Daily Maintenance	1,699	1,667	(32)	20,380	20,000	(380)	-1.9%	20,000
R&M-Croquet Turf Maintenance	1,500	1,500	-	18,000	18,000	-	0.0%	18,000
R&M-Activity Campus Buildings	806	1,417	611	19,224	17,000	(2,224)	-13.1%	17,000
Misc-Special Projects	1,435	5,313	3,878	11,648	63,753	52,105	81.7%	63,753
Janitorial Supplies	15	2,500	2,485	22,168	30,000	7,832	26.1%	30,000
Operating Supplies	-	-	-	1,755	-	(1,755)	0.0%	-
Total Activity Center Campus	20,338	29,729	9,391	310,666	399,670	89,004	22.3%	399,670

Riverwood Community Development District**Financial Statements****General Fund****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Total Expenditures	62,813	89,523	26,710	792,514	1,162,374	369,860	31.8%	1,162,374
Transfers Out								
Reserve - Activity Center Campus	-	-	-	95,907	-	(95,907)	0.0%	-
Reserve - Roadways	10,833	10,833	-	130,000	130,000	0	0.0%	130,000
Reserve - Ponds	833	833	0	118,706	10,000	(108,706)	-1087.1%	10,000
Total Transfers Out	11,667	11,667	0	344,613	140,000	(204,613)	-146.2%	140,000
Total Expenditures & Transfers	74,480	101,190	26,710	1,137,127	1,302,374	165,247	12.7%	1,302,374
Net Surplus (Deficit)	<u>\$ (73,957)</u>	<u>\$ (100,806)</u>	<u>\$ 26,849</u>	174,452	-	174,452		-
Fund balance as of Oct 01, 2020				710,608	710,608	-		710,608
Fund Balance as of Sep 30, 2021				<u>\$ 885,060</u>	<u>\$ 710,608</u>	<u>\$ 174,452</u>		<u>\$ 710,608</u>

Riverwood Community Development District

Financial Statements

General Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance	%	
Revenue / Other Sources								
Dog Park Revenue	\$ -	\$ 167	\$ (167)	\$ 2,740	\$ 2,000	\$ 740	37.0%	\$ 2,000
RV Parking Lot Revenue	-	1,542	(1,542)	23,010	18,500	4,510	24.4%	18,500
Transfer In - Roadways	10,833	10,833	-	130,000	130,000	(0)	0.0%	130,000
Transfer In - Ponds	833	833	-	118,706	10,000	108,706	1087.1%	10,000
Transfer In - Activity Center Campus	-	-	-	95,907	-	95,907	n/a	-
Other Miscellaneous Revenues	-	-	-	11	-	11	n/a	-
Interest - Investments	326	-	326	1,694	-	1,694	n/a	-
Settlements	-	-	-	250,000	-	250,000	n/a	-
Total Revenue / Other Sources	11,993	13,375	(1,382)	622,069	160,500	461,569	287.6%	160,500
Expenditures								
Dog Park								
Reserve - Dog Park	-	167	167	-	2,000	2,000	100.0%	2,000
Materials & Supplies	-	-	-	9,738	-	(9,738)	n/a	-
Credit Card Fees	-	-	-	95	-	(95)	n/a	-
Total Dog Park	-	167	167	9,833	2,000	(7,833)	-391.6%	2,000
Activity Center Campus								
Improvements - Building	-	-	-	6,026	-	(6,026)	n/a	-
ProfServ-Legal Services	-	-	-	11,358	-	(11,358)	n/a	-
ProfServ-Engineering	-	-	-	1,238	-	(1,238)	n/a	-
R&M-Pools	-	-	-	3,554	-	(3,554)	n/a	-
R&M-Tennis Courts	-	-	-	2,713	-	(2,713)	n/a	-
R&M-Roads, Signage, Striping	-	-	-	3,000	-	(3,000)	n/a	-
R&M-Gatehouse/Security	-	-	-	10,324	-	(10,324)	n/a	-
Total Activity Center Campus	-	-	-	38,213	-	(38,213)	n/a	-
Roadways								
Reserve - Roadways	-	10,833	10,833	-	130,000	130,000	100.0%	130,000
R&M - Roads	-	-	-	34,926	-	(34,926)	n/a	-
Capital Projects	-	-	-	20,000	-	(20,000)	n/a	-
Total Roadways	-	10,833	10,833	54,926	130,000	75,074	57.7%	130,000
RV Park								
Reserve - RV Park	-	1,542	1,542	-	18,500	18,500	100.0%	18,500
Materials & Supplies	-	-	-	3,034	-	(3,034)	n/a	-
Fuel, Gasoline and Oil	7	-	(7)	59	-	(59)	n/a	-
Credit Card Fees	-	-	-	591	-	(591)	n/a	-
Total RV Park	7	1,542	1,535	3,684	18,500	14,816	80.1%	18,500
Ponds								
Reserve - Ponds	-	833	833	-	10,000	10,000	100.0%	10,000
Total Ponds	-	833	833	-	10,000	10,000	100.0%	10,000
Total Expenditures	7	13,375	13,368	106,655	160,500	53,845	33.5%	160,500

Riverwood Community Development District**Financial Statements****General Fund - Reserves****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Net Surplus (Deficit)	\$ 11,985	\$ -	\$ 11,985	515,413	-	515,413		-
Fund balance as of Oct 01, 2020				1,198,924	1,198,924	-		1,198,924
Fund Balance as of Sep 30, 2021				<u>\$ 1,714,337</u>	<u>\$ 1,198,924</u>	<u>\$ 515,413</u>		<u>\$ 1,198,924</u>

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Dog Park Reserve	\$7,086	\$2,746	\$2	\$9,833	\$0
Ponds Reserve	\$86,242	\$118,706	\$155	\$0	\$205,102
Activity Center Campus Reserve	\$294,853	\$95,907	\$370	\$38,213	\$352,918
Roadways Reserve	\$768,472	\$130,000	\$998	\$54,926	\$844,544
Construction Settlement Reserve	\$0	\$250,000	\$97	\$0	\$250,097
RV Park Reserve	\$42,271	\$23,016	\$74	\$3,684	\$61,676
Total	\$1,198,924	\$620,374	\$1,694	\$106,655	\$1,714,337

Riverwood Community Development District**Financial Statements****Beach Club Fund - Operations****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Membership Dues	\$ -	\$ 12,333	\$ (12,333)	\$ 150,181	\$ 148,000	\$ 2,181	1.5%	\$ 148,000
Initiation Fees	300	67	233	6,800	800	6,000	750.0%	800
Wait List Fees	-	42	(42)	-	500	(500)	-100.0%	500
Amenities Revenue	-	83	(83)	-	1,000	(1,000)	-100.0%	1,000
Other Miscellaneous Revenues	126	-	126	938	-	938	n/a	-
Interest - Investments	18	-	18	167	-	167	n/a	-
Total Revenue / Other Sources	444	12,525	(12,081)	158,086	150,300	7,786	5.2%	150,300

Expenditures**Beach Club Operations**

Payroll-Maintenance	416	417	0	5,000	5,000	-	0.0%	5,000
Payroll-Attendants	5,787	2,500	(3,287)	41,951	30,000	(11,951)	-39.8%	30,000
ProfServ-Mgmt Consulting	426	417	(9)	5,031	5,000	(31)	-0.6%	5,000
Contracts-On-Site Maintenance	-	83	83	505	1,000	495	49.5%	1,000
Attendant	-	1,583	1,583	10,265	19,000	8,735	46.0%	19,000
Contracts-Landscape	-	250	250	-	3,000	3,000	100.0%	3,000
Communication - Telephone	202	167	(35)	2,397	2,000	(397)	-19.9%	2,000
Postage and Freight	-	4	4	-	50	50	100.0%	50
Utility - General	60	75	15	718	900	182	20.2%	900
Utility - Refuse Removal	68	40	(28)	815	475	(340)	-71.5%	475
Utility - Water & Sewer	52	150	98	1,394	1,800	406	22.6%	1,800
Insurance - Property	-	-	-	13,791	14,771	980	6.6%	14,771
Insurance - General Liability	-	-	-	2,408	2,724	316	11.6%	2,724
R&M-Buildings	293	167	(126)	4,989	2,000	(2,989)	-149.5%	2,000
R&M-Equipment	-	192	192	2,204	2,300	96	4.2%	2,300
Preventative Maint-Security Systems	-	146	146	222	1,750	1,528	87.3%	1,750
Misc-Special Projects	-	353	353	1,666	4,241	2,575	60.7%	4,241
Misc-Taxes	-	-	-	704	675	(29)	-4.3%	675
Misc-Contingency	-	847	847	743	10,160	9,417	92.7%	10,160
Credit Card Fees	7	-	(7)	4,141	-	(4,141)	n/a	-
Office Supplies	-	46	46	550	550	-	0.0%	550
Op Supplies - General	-	83	83	553	1,000	447	44.7%	1,000
Total Beach Club Operations	7,310	7,519	208	100,048	108,396	8,348	7.7%	108,396

Riverwood Community Development District**Financial Statements****Beach Club Fund - Operations****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Debt Service								
Principal Debt Retirement	-	23,552	23,552	-	23,552	23,552	100.0%	23,552
Interest Expense	352	352	-	352	352	-	0.0%	352
Total Debt Service	352	23,904	23,552	352	23,904	23,552	98.5%	23,904
Total Expenditures	7,662	31,423	23,760	100,400	132,300	31,900	24.1%	132,300
Transfer Out								
Reserve - Beach Club	1,500	1,500	-	18,000	18,000	-	0.0%	18,000
Total Transfer Out	1,500	1,500	-	18,000	18,000	-	0.0%	18,000
Reserves								
Operating Transfers-Out	23,552	-	(23,552)	23,552	-	(23,552)	n/a	-
Total Reserves	23,552	-	(23,552)	23,552	-	(23,552)	n/a	-
Total Expenditures & Transfer	32,714	32,923	208	141,952	150,300	8,348	5.6%	150,300
Net Surplus (Deficit)	<u>\$ (32,270)</u>	<u>\$ (20,398)</u>	<u>\$ (11,873)</u>	16,134	-	16,134		-
Fund balance as of Oct 01, 2020				54,898	54,898	-		54,898
Fund Balance as of Sep 30, 2021				<u>\$ 71,032</u>	<u>\$ 54,898</u>	<u>\$ 16,134</u>		<u>\$ 54,898</u>

Riverwood Community Development District**Financial Statements****Beach Club Fund - Reserves****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Transfer in - Beach Club	\$ 1,500	\$ -	\$ 1,500	\$ 18,000	\$ -	\$ 18,000	n/a	\$ -
Total Revenue / Other Sources	1,500	-	1,500	18,000	-	18,000	n/a	-
Expenditures								
Materials & Supplies	-	-	-	8,062	-	(8,062)	n/a	-
Total Expenditures	-	-	-	8,062	-	(8,062)	0.0%	-
Net Surplus (Deficit)	<u>\$ 1,500</u>	<u>\$ -</u>	<u>\$ 1,500</u>	9,938	-	9,938		-
Fund balance as of Oct 01, 2020				57,638	57,638	-		57,638
Fund Balance as of Sep 30, 2021				<u>\$ 67,576</u>	<u>\$ 57,638</u>	<u>\$ 9,938</u>		<u>\$ 57,638</u>

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Beach Club Reserve	\$57,638	\$18,000	\$0	\$8,062	\$67,576
Total	\$57,638	\$18,000	\$0	\$8,062	\$67,576

Riverwood Community Development District**Financial Statements****Beach Club Fund - Loan****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Interfund Transfer - In	23,552	-	23,552	23,552	-	23,552	n/a	-
Total Revenue / Other Sources	23,552	-	23,552	23,552	-	23,552	n/a	-
Expenditures								
Total Expenditures	-	-	-	-	-	-	n/a	-
Net Surplus (Deficit)	<u>\$ 23,552</u>	<u>\$ -</u>	<u>\$ 23,552</u>	23,552	-	23,552		-
Fund balance as of Oct 01, 2020				(212,578)	(212,578)	-		(212,578)
Fund Balance as of Sep 30, 2021				<u>\$ (189,026)</u>	<u>\$ (212,578)</u>	<u>\$ 23,552</u>		<u>\$ (212,578)</u>

Riverwood Community Development District**Financial Statements****Series 2018 Debt Service Fund (Valley National Bank)****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Special Assmnts- Tax Collector	\$ 1,266	\$ -	\$ 1,266	\$ 698,412	\$ 698,412	\$ (1)	0.0%	\$ 698,412
Special Assmnts- Discounts	(1,266)	-	(1,266)	(25,469)	(27,936)	2,467	-8.8%	(27,936)
Interest - Investments	2	500	(498)	37	6,000	(5,963)	-99.4%	6,000
Total Revenue / Other Sources	2	500	(498)	672,979	676,476	(3,497)	-0.5%	676,476
Expenditures								
Debt Service								
Misc-Assessment Collection Cost	-	-	-	13,459	13,968	509	3.6%	13,968
Principal Debt Retirement	-	-	-	407,000	407,000	-	0.0%	407,000
Interest Expense	-	-	-	255,404	255,404	1	0.0%	255,404
Total Debt Service	-	-	-	675,862	676,372	510	0.1%	676,372
Total Expenditures	-	-	-	675,862	676,372	510	0.1%	676,372
Net Surplus (Deficit)	\$ 2	\$ 500	\$ (498)	(2,883)	104	(2,987)		104
Fund balance as of Oct 01, 2020				459,110	459,110	-		459,110
Fund Balance as of Sep 30, 2021				\$ 456,227	\$ 459,214	\$ (2,987)		\$ 459,214

Riverwood Community Development District**Financial Statements****Capital Projects Fund****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Total Revenue / Sources	-	-	-	-	-	-	n/a	-
Expenditures								
Total Expenditures	-	-	-	-	-	-	n/a	-
Transfers Out								
Operating Transfers-Out	-	-	-	1,156	-	(1,156)	n/a	-
Total Transfers Out	-	-	-	1,156	-	(1,156)	n/a	-
Total Expenditures & Transfers	-	-	-	1,156	-	(1,156)	n/a	-
Net Surplus (Deficit)	-	-	-	(1,156)	-	(1,156)		-
Fund balance as of Oct 01, 2020				1,156	1,156	-		1,156
Fund Balance as of Sep 30, 2021				\$ -	\$ 1,156	\$ (1,156)		\$ 1,156

Riverwood Community Development District**Financial Statements****Enterprise Fund - Breakdown by Utility Services****Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Utility Services			Total	Total	Variance	%	Adopted
	Water	Sewer	Irrigation	YTD Actuals	YTD Budget	Fav (Unfav)	Variance	Budget
Revenue / Other Sources								
Base Charges for Services	\$ 359,319	\$ 1,308,716	\$ 211,183	\$ 1,879,217	\$ 1,724,882	\$ 154,335	8.9%	\$ 1,724,882
Usage Charges for Services	204,457	-	30,986	235,443	290,000	(54,557)	-18.8%	290,000
Standby Fees	-	10,487	-	10,487	-	10,487	0.0%	-
Meter Fees	-	-	-	-	1,000	(1,000)	-100.0%	1,000
Water Quality Surcharge	73,760	-	-	73,760	75,600	(1,840)	-2.4%	75,600
Tap Connections	13,722	-	-	13,722	48,720	(34,998)	-71.8%	48,720
Other Miscellaneous Revenues	5,938	23,047	-	28,984	9,800	19,184	195.8%	9,800
Interest - Investments	1,059	1,832	421	3,312	16,500	(13,188)	-79.9%	16,500
Total Revenue / Other Sources	658,254	1,344,082	242,590	2,244,926	2,166,502	78,424	3.6%	2,166,502
Expenses								
Administration	36,760	101,402	13,649	151,811	187,555	35,744	19.1%	187,555
Utility Services	500,268	593,159	138,483	1,231,911	1,593,947	362,036	22.7%	1,593,947
Transfers Out	125,000	710,000	50,000	885,000	385,000	(500,000)	-129.9%	385,000
Total Expenses	662,029	1,404,561	202,131	2,268,721	2,166,502	(102,219)	-4.7%	2,166,502
Net Profit (Loss)	<u>\$ (3,775)</u>	<u>\$ (60,479)</u>	<u>\$ 40,458</u>	(23,796)	-	(23,796)		-
Net Position as of Oct 01, 2020				7,650,227	7,650,227	-		7,650,227
Net Position as of Sep 30, 2021				<u>\$ 7,626,432</u>	<u>\$ 7,650,227</u>	<u>\$ (23,796)</u>		<u>\$ 7,650,227</u>

Riverwood Community Development District**Financial Statements****Enterprise Fund - Water Services****Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Water-Base Rate	\$ 29,971	\$ 29,421	\$ 550	\$ 359,319	\$ 353,052	\$ 6,267	1.8%	\$ 353,052
Water-Usage	11,026	14,667	(3,641)	204,457	176,000	28,457	16.2%	176,000
Water Quality Surcharge	6,385	6,300	85	73,760	75,600	(1,840)	-2.4%	75,600
Tap Connections	3,220	4,060	(840)	13,722	48,720	(34,998)	-71.8%	48,720
Other Miscellaneous Revenues	1,505	150	1,355	5,938	1,800	4,138	229.9%	1,800
Interest - Investments	20	383	(363)	1,059	4,600	(3,541)	-77.0%	4,600
Total Revenue / Other Sources	52,127	54,981	(2,854)	658,254	659,772	(1,518)	-0.2%	659,772
Administration								
P/R-Board of Supervisors	185	229	44	2,329	2,745	416	15.2%	2,745
Payroll-Project Manager	1,083	1,083	-	13,000	13,000	0	0.0%	13,000
ProfServ-Engineering	-	99	99	6,235	1,190	(5,045)	-424.0%	1,190
ProfServ-Legal Services	-	567	567	1,071	6,800	5,729	84.3%	6,800
ProfServ-Mgmt Consulting	447	443	(4)	5,329	5,315	(14)	-0.3%	5,315
Auditing Services	-	-	-	1,717	1,190	(527)	-44.3%	1,190
Postage and Freight	-	26	26	-	306	306	100.0%	306
Insurance - General Liability	-	-	-	6,533	7,391	858	11.6%	7,391
Printing and Binding	-	28	28	3	340	337	99.3%	340
Legal Advertising	-	40	40	544	485	(59)	-12.2%	485
Miscellaneous Services	-	79	79	-	949	949	100.0%	949
Office Supplies	-	9	9	-	102	102	100.0%	102
Total Administration	1,715	2,603	887	36,760	39,813	3,053	7.7%	39,813
Utility Services								
Contracts-Other Services	4,938	4,725	(214)	58,020	56,695	(1,325)	-2.3%	56,695
Utility - Base Rate	11,544	11,544	-	138,528	138,528	-	0.0%	138,528
Utility - Water-Usage	14,820	21,667	6,847	272,231	260,000	(12,231)	-4.7%	260,000
Utility-CCU Admin Fee	9	4	(4)	66	50	(16)	-32.8%	50
R&M-General	-	5,833	5,833	10,229	70,000	59,771	85.4%	70,000
Misc-Licenses & Permits	-	25	25	205	300	95	31.7%	300
Back Flow Preventors	4,958	4,060	(898)	20,989	48,720	27,731	56.9%	48,720
Misc-Contingency	-	1,722	1,722	-	20,666	20,666	100.0%	20,666
Total Utility Services	36,269	49,580	13,311	500,268	594,959	94,691	15.9%	594,959
Total Expenses	37,984	52,183	14,198	537,029	634,772	97,743	15.4%	634,772

Riverwood Community Development District**Financial Statements****Enterprise Fund - Water Services****Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserve - Water System	2,083	2,083	-	125,000	25,000	(100,000)	-400.0%	25,000
Total Transfers Out	2,083	2,083	-	125,000	25,000	(100,000)	-400.0%	25,000
Total Expenses & Transfers	40,068	54,266	14,198	662,029	659,772	(2,257)	-0.3%	659,772
Net Profit (Loss)	<u>\$ 12,060</u>	<u>\$ 715</u>	<u>\$ 11,345</u>	<u>\$ (3,775)</u>	<u>\$ -</u>	<u>\$ (3,775)</u>		<u>\$ -</u>

Riverwood Community Development District**Financial Statements****Enterprise Fund - Sewer Services****Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Sewer Revenue	\$ 109,088	\$ 101,119	\$ 7,969	\$ 1,308,716	\$ 1,213,430	\$ 95,286	7.9%	\$ 1,213,430
Standby Fees	872	-	872	10,487	-	10,487	n/a	-
Other Miscellaneous Revenues	6,857	667	6,190	23,047	8,000	15,047	188.1%	8,000
Interest - Investments	38	817	(779)	1,832	9,800	(7,968)	-81.3%	9,800
Total Revenue / Other Sources	116,855	102,602	14,252	1,344,082	1,231,230	112,852	9.2%	1,231,230
Expenses								
Administration								
P/R-Board of Supervisors	468	579	111	5,891	6,943	1,052	15.2%	6,943
Payroll-Project Manager	1,583	1,583	-	19,000	19,000	0	0.0%	19,000
ProfServ-Engineering	-	257	257	-	3,080	3,080	100.0%	3,080
ProfServ-Legal Services	1,500	1,467	(33)	8,703	17,600	8,897	50.5%	17,600
ProfServ-Mgmt Consulting	1,949	1,931	(18)	23,235	23,175	(60)	-0.3%	23,175
Auditing Services	-	-	-	4,343	3,010	(1,333)	-44.3%	3,010
Postage and Freight	-	65	65	-	775	775	100.0%	775
Insurance	-	-	-	39,798	45,026	5,228	11.6%	45,026
Printing and Binding	-	72	72	6	860	854	99.3%	860
Legal Advertising	-	0	0	-	3	3	100.0%	3
Miscellaneous Services	-	200	200	426	2,399	1,974	82.3%	2,399
Office Supplies	-	25	25	-	300	300	100.0%	300
Total Administration	5,500	6,178	678	101,402	122,171	20,769	17.0%	122,171
Utility Services								
Electricity - General	3,931	4,750	819	49,566	57,000	7,434	13.0%	57,000
Utility - Water & Sewer	399	292	(107)	4,251	3,500	(751)	-21.4%	3,500
Communication - Telephone	433	542	109	4,546	6,500	1,954	30.1%	6,500
Contracts-Other Services	29,927	29,873	(54)	360,026	358,478	(1,548)	-0.4%	358,478
R&M-Sludge Hauling	3,570	6,385	2,815	44,370	76,620	32,250	42.1%	76,620
Maintenance - Security Systems	-	146	146	-	1,750	1,750	100.0%	1,750
R&M-General	53	16,667	16,613	90,156	200,000	109,844	54.9%	200,000
Misc-Licenses & Permits	-	12	12	285	140	(145)	-103.6%	140
Misc-Bad Debt	-	292	292	-	3,500	3,500	100.0%	3,500
Misc-Contingency	177	5,298	5,120	2,556	63,570	61,014	96.0%	63,570
Op Supplies - Chemicals	1,122	2,333	1,212	37,402	28,000	(9,402)	-33.6%	28,000
Total Utility Services	39,612	66,588	26,976	593,159	799,058	205,899	25.8%	799,058
Total Expenses	45,112	72,766	27,654	694,561	921,229	226,668	24.6%	921,229

Riverwood Community Development District**Financial Statements****Enterprise Fund - Sewer Services****Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserve - Sewer System	25,833	25,833	-	710,000	310,000	(400,000)	-129.0%	310,000
Total Transfers Out	25,833	25,833	-	710,000	310,000	(400,000)	-129.0%	310,000
Total Expenses & Transfers	70,945	98,599	27,654	1,404,561	1,231,229	(173,332)	-14.1%	1,231,229
Net Profit (Loss)	<u>\$ 45,909</u>	<u>\$ 4,003</u>	<u>\$ 41,906</u>	<u>\$ (60,479)</u>	<u>\$ 1</u>	<u>\$ (60,480)</u>		<u>\$ 1</u>

Riverwood Community Development District**Financial Statements****Enterprise Fund - Irrigation Services****Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Irrigation-Base Rate	\$ 19,826	\$ 13,200	\$ 6,626	\$ 211,183	\$ 158,400	\$ 52,783	33.3%	\$ 158,400
Irrigation-Usage	-	9,500	(9,500)	30,986	114,000	(83,014)	-72.8%	114,000
Meter Fees	-	83	(83)	-	1,000	(1,000)	-100.0%	1,000
Interest - Investments	8	175	(167)	421	2,100	(1,679)	-79.9%	2,100
Total Revenue / Other Sources	19,835	22,958	(3,123)	242,590	275,500	(32,910)	-11.9%	275,500
Expenses								
Administration								
P/R-Board of Supervisors	109	135	26	1,371	1,616	245	15.2%	1,616
Payroll-Project Manager	500	500	-	6,000	6,000	-	0.0%	6,000
ProfServ-Engineering	-	443	443	-	5,320	5,320	100.0%	5,320
ProfServ-Legal Services	-	417	417	-	5,000	5,000	100.0%	5,000
ProfServ-Mgmt Consulting	192	190	(2)	2,284	2,278	(6)	-0.3%	2,278
Auditing Services	-	-	-	1,010	700	(310)	-44.3%	700
Postage and Freight	-	15	15	-	180	180	100.0%	180
Insurance	-	-	-	2,982	3,374	392	11.6%	3,374
Printing and Binding	-	17	17	2	200	199	99.3%	200
Legal Advertising	-	24	24	-	285	285	100.0%	285
Miscellaneous Services	-	47	47	-	558	558	100.0%	558
Office Supplies	-	5	5	-	60	60	100.0%	60
Total Administration	800	1,791	991	13,649	25,571	11,922	46.6%	25,571
Utility Services								
Electricity - General	1,353	2,500	1,147	25,728	30,000	4,272	14.2%	30,000
Contracts-Other Services	2,265	2,271	6	27,520	27,250	(270)	-1.0%	27,250
Utility - Water-Usage	2,319	2,833	514	37,492	34,000	(3,492)	-10.3%	34,000
R&M-General	6,109	8,390	2,281	47,742	100,680	52,938	52.6%	100,680
Op Supplies - Chemicals	-	667	667	-	8,000	8,000	100.0%	8,000
Total Utility Services	12,046	16,661	4,615	138,483	199,930	61,447	30.7%	199,930
Total Expenses	12,846	18,452	5,606	152,132	225,501	73,370	32.5%	225,501

Riverwood Community Development District**Financial Statements****Enterprise Fund - Irrigation Services****Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserves - Irrigation System	4,167	4,167	0	50,000	50,000	0	0.0%	50,000
Total Transfers Out	4,167	4,167	0	50,000	50,000	0	0.0%	50,000
Total Expenses & Transfers	17,013	22,619	5,606	202,131	275,501	73,370	26.6%	275,501
Net Profit (Loss)	<u>\$ 2,822</u>	<u>\$ 339</u>	<u>\$ 2,483</u>	<u>\$ 40,458</u>	<u>\$ (1)</u>	<u>\$ 40,459</u>		<u>\$ (1)</u>

Riverwood Community Development District**Financial Statements****Enterprise Fund - Reserves****Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Transfer In - Water Services	\$ 2,083	\$ 1,667	\$ 417	\$ 125,000	\$ 20,000	\$ 105,000	525.0%	\$ 20,000
Transfer In - Sewer Services	25,833	25,833	-	710,000	310,000	400,000	129.0%	310,000
Transfer In - Irrigation Services	4,167	4,167	(0)	50,000	50,000	(0)	0.0%	50,000
Interest - Investments	385	-	385	1,925	-	1,925	n/a	-
Total Revenue / Other Sources	32,468	31,667	801	886,925	380,000	506,925	133.4%	380,000
Expenses								
Water Services								
Capital Projects	176,947	1,667	(175,280)	240,533	20,000	(220,533)	-1102.7%	20,000
ProfServ-Legal Services	-	-	-	1,091	-	(1,091)	n/a	-
Total Water Services	176,947	1,667	(175,280)	241,624	20,000	(221,624)	-1108.1%	20,000
Sewer Services								
Capital Projects	27,948	25,833	(2,115)	27,948	310,000	282,052	91.0%	310,000
Total Sewer Services	27,948	25,833	(2,115)	27,948	310,000	282,052	91.0%	310,000
Irrigation Services								
Capital Projects	-	4,167	4,167	-	50,000	50,000	100.0%	50,000
Total Irrigation Services	-	4,167	4,167	-	50,000	50,000	100.0%	50,000
Total Expenses	204,895	31,667	(173,229)	269,572	380,000	110,428	29.1%	380,000
Net Profit (Loss)	\$ (172,427)	\$ -	\$ (172,427)	617,353	-	617,353		-
Net Position as of Oct 01, 2020				1,442,626	1,442,626	-		1,442,626
Net Position as of Sep 30, 2021				\$ 2,059,979	\$ 1,442,626	\$ 617,353		\$ 1,442,626

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Water Services Reserve	\$796,912	\$125,000	\$945	\$241,624	\$681,232
Sewer Services Reserve	\$337,848	\$710,000	\$853	\$27,948	\$1,020,752
Irrigation Services Reserve	\$67,199	\$50,000	\$128	\$0	\$117,327
Emergency Reserve	\$240,667	\$0	\$0	\$0	\$240,667
Total	\$1,442,626	\$885,000	\$1,925	\$269,572	\$2,059,979

Riverwood Community Development District**Financial Statements****Shared Services****Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending September 30, 2021

(100% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget	
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance		
ALLOCATIONS									
Total Payroll - Board	\$ 1,077	\$ 1,332	\$ 256	\$ 13,564	\$ 15,988	\$ 2,424	15.2%	\$ 15,988	
Allocated to GF (Activity Ctr)	(135)	(167)	(32)	(1,697)	(2,000)	(303)	15.2%	(2,000)	
Allocated to Water	(185)	(229)	(44)	(2,329)	(2,745)	(416)	15.2%	(2,745)	
Allocated to Sewer	(468)	(579)	(111)	(5,891)	(6,943)	(1,052)	15.2%	(6,943)	
Allocated to Irrigation	(109)	(135)	(26)	(1,371)	(1,616)	(245)	15.2%	(1,616)	
Balance in General Fund (Admin)	181	224	43	2,276	2,684	408	15.2%	2,684	
Total Payroll - Salaries	\$ 42,532	\$ 30,134	\$ (12,398)	\$ 324,409	\$ 361,604	\$ 37,195	10.3%	\$ 361,604	
Allocated to GF (Activity Ctr Salaries)	(3,409)	(3,167)	243	(24,160)	(38,000)	(13,840)	36.4%	(38,000)	
Allocated to GF (Activity Ctr Maint.)	(1,858)	-	1,858	(9,611)	-	9,611	0.0%	-	
Allocated to GF (Activity Ctr Tennis)	(2,350)	(1,000)	1,350	(19,483)	(12,000)	7,483	-62.4%	(12,000)	
Allocated to GF (Env. Srv. Gatehouse)	(19,577)	(14,167)	5,411	(138,759)	(170,000)	(31,241)	18.4%	(170,000)	
Allocated J. Mercer to Water	(1,083)	(1,083)	-	(13,000)	(13,000)	(0)	0.0%	(13,000)	
Allocated J. Mercer to Sewer	(1,583)	(1,583)	-	(19,000)	(19,000)	(0)	0.0%	(19,000)	
Allocated J. Mercer to Irrigation	(500)	(500)	-	(6,000)	(6,000)	-	0.0%	(6,000)	
Allocated to Beach Club- Maint.	(416)	(417)	(0)	(5,000)	(5,000)	-	0.0%	(5,000)	
Allocated to Beach Club- Attendants	(5,787)	(2,500)	3,287	(41,951)	(30,000)	11,951	-39.8%	(30,000)	
Balance in General Fund (Admin)	5,967	5,717	(250)	47,445	68,604	21,159	30.8%	68,604	
Total Inframark Contract	9,582	9,489	(94)	114,175	113,862	(313)	-0.3%	113,862	
Allocated to Beach Club	(426)	(417)	9	(5,031)	(5,000)	31	-0.6%	(5,000)	
Allocated to Water	(447)	(443)	4	(5,329)	(5,315)	14	-0.3%	(5,315)	
Allocated to Sewer	(1,949)	(1,931)	18	(23,235)	(23,175)	60	-0.3%	(23,175)	
Allocated to Irrigation	(192)	(190)	2	(2,284)	(2,278)	6	-0.3%	(2,278)	
Balance in General Fund (Admin)	6,568	6,508	(61)	78,296	78,094	(202)	-0.3%	78,094	
Total Insurance Expense	-	-	-	116,362	126,101	9,739	7.7%	126,101	
Allocated to GF (Activity Ctr)	-	-	-	(43,391)	(42,917)	474	-1.1%	(42,917)	
Allocated to Beach Club	-	-	-	(16,199)	(17,495)	(1,296)	7.4%	(17,495)	
Allocated to Water	-	-	-	(6,533)	(7,391)	(858)	11.6%	(7,391)	
Allocated to Sewer	-	-	-	(39,798)	(45,026)	(5,228)	11.6%	(45,026)	
Allocated to Irrigation	-	-	-	(2,982)	(3,374)	(392)	11.6%	(3,374)	
Balance in General Fund (Admin)	-	-	-	7,459	9,898	2,439	24.6%	9,898	

Fifth Order of Business

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT RULES

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RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT -- RULES

Section 1 Rules of Procedure

Section 1.1 General.

- A. The Riverwood Community Development District (the “District”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- B. Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Specific Authority: §§ 190.011, 120.53(4)(a), Fla. Stat.

Law Implemented: §§ 190.011(5), 120.53(4)(a), Fla. Stat.

Section 1.2 Board of Supervisors; Officers and Voting.

- A. Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States. The Board shall exercise the powers granted to the District.
- B. Term of Officers. Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).
- C. Vacancies: Quorum. Three (3) members of the Board physically present at the same location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. However, if three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Members of the board, as well as staff or employees of the District may be present by telephone, provided that the quorum is present at the meeting location and that such telephone attendance is accomplished by speaker-so that all present may hear and respond to the comments of the party attending by telephone. Nothing herein shall require the district to permit members of the public to attend a meeting by telephone.
- D. Officers. At the first Board meeting after each election, the newly-elected Board members shall take office. To the extent practicable, at this meeting the Board shall elect a chair and a secretary, and may elect such other officers as the Board deems necessary, including a Vice Chair, Treasurer, Assistant Treasurer, and Assistant

Secretary. The Chair and Vice Chair shall be members of the Board, but other officers need not be.

1. The Chair must be a member of the Board. If the Chairman resigns from that Office or ceases to be a member of the Board, the Board shall select a Chair, after filling the board vacancy. The Chair may be authorized to sign checks and warrants for the district, countersigned by the treasurer or other persons authorized by the board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.
2. The Vice Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Vice Chair to serve the remainder of the term, after filling the Board vacancy.
3. The Secretary of the Board serves at the pleasure of the Board and need not be a member of the board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
4. The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- E. Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- F. Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Riverwood Community Development District", in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees and corporate acts.
- G. Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three board members. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided the notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.
- H. Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of

interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

When a Board member knows that he/she has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes of the meeting. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member that had the conflict.

Specific Authority: §§ 190.011(5), 120.525 Fla. Stat.

Law Implemented: §§ 190.006 (1), 190.006 (4), 190.006 (5), 190.006 (6), 190.006 (7) 190.006 (9), 190.007, 112.3143, 120,525,112.3143(4)(b) Fla. Stat.

Section 1.3 District Manager.

- A. Term of Service. The board shall employ and fix the compensation of a District Manager. The District Manager shall serve at the pleasure of the Board.
- B. Responsibilities. The District Manager shall have charge and supervision of the works of the District and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to actions by the Board, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the board. The District Manager may act as secretary of the Board.
- C. Hiring. The District manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the Board. Compensation and other conditions of employment of officers and employees of the District shall be provided by the Board.

Specific Authority: 190.011

Law Implemented: 190.007(1)

Section 1.4 Public Information and Inspection of Records.

A. Applicability

This Section 1.4 shall constitute the official policy of the Riverwood Community Development District related to the administration of public records. The policy shall be binding upon all officers of the District, appointed District committee members, employees, and contract service providers to the extent made applicable by Florida law.

B. Records Custodian

The District Manager shall serve as official Records Custodian for the District. The Records Custodian shall have the authority to act on behalf of the District with respect to public records issues that may arise, and may take such actions as are not inconsistent with Florida law or with this Section 1.4.

C. Records Retention

The Records Custodian shall maintain a permanent records book entitled “Record of Proceedings of Riverwood Community Development District”, which shall contain the minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. This book shall be maintained in Charlotte County, Florida. The Records Custodian shall ensure that all public records of the District, as defined in Chapter 119, Florida Statutes, are retained and disposed of in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies, as may be amended from time to time.

D. Correspondence, E-mails and Internet Activity

District officers, appointed committee members and employees may create or receive records at home that are subject to retention and public inspection under Florida law. All District officers, appointed committee members, and employees, shall comply with the following:

1. If documents, correspondence, or other records, are created or received, and are connected with the official business of the District, a copy of such record shall be provided to the Records Custodian for retention.
2. E-mails sent or received from a personal computer or e-mail address, that are connected with the official business of the District, shall be forwarded to the Records Custodian, or his or her designee, for retention.
3. Any internet postings, blog entries, “tweets”, or other similar internet activity conducted by a District officer, appointed committee member, or employee, which are connected with the official business of the District, shall be copied and provided to the Records Custodian for retention.
4. Any questions regarding the applicability of the Public Records Act to a particular record or activity should be posed to the Records Custodian, who may consult with District counsel as needed.

E. Inspection of Records

The Records Custodian, or his or her designee, shall acknowledge requests for inspection of public records and respond to such requests in good faith. The Records Custodian may not require that a records request be made in writing but may request clarification. Records requests shall be fulfilled as quickly as reasonably possible, given the nature of the request.

F. Confidential or Exempt Information

If any portion of a public records request includes information that is confidential or exempt from inspection under Florida law, the Records Custodian shall, if possible, redact the confidential or exempt information and provide the remainder of the record for inspection. If confidential or exempt information is withheld from the records inspection, the Records Custodian shall state the basis for the exemption, including the statutory citation. If so requested by the requestor, the Records Custodian shall state in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.

G. Copying of Records

The Records Custodian, or his or her designee, shall furnish copies of public records upon prior payment of the copying fees (See Appendix E)

H. Advance Payment

The Records Custodian shall require that copying fees are paid by the requestor before the requested copies are provided. If it appears that the requestor will incur a special service charge due to the nature or volume of the records requested, the Records Custodian may require an advanced deposit sufficient to cover the estimated cost to the District, prior to beginning any work to fulfill the request. In such cases, the requestor shall only be charged for the actual cost to the District, and any deposit funds remaining shall be returned to the requestor.

Specific Authority: §§ 190.011(5),

Law Implemented: §§ 190.06(7), 119.07(1)(a), 119.07(1)(b), Fla. Stat.

Section 1.5 Meetings and Workshops

A. Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:

1. The date, time and place of the meeting or workshop;
2. A brief description of the nature, subjects and purposes of the meeting, hearing or workshop;
3. The address where persons may obtain a copy of the agenda.
4. The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.

B. Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public at least seven (7)

days before the meeting of the board. Minutes shall be corrected and approved by the board at a subsequent meeting.

- C. Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or Secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of the copying and mailing.
- D. Emergency Meetings. The Chair, or Vice Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2) and (3), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- E. Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment, which time for audience comment shall be identified in the agenda. Persons wishing to address the Board may be required to notify the secretary of the Board prior to the "audience comment" section on the agenda. In its discretion, the Board may limit the length of time available to any one speaker in the interest of time or fairness to other speakers.
- F. Budget Hearing: Budget Amendment. The budget shall be adopted annually in accordance with the provisions on Chapter 189 and Chapter 190, Florida Statutes. Once adopted, the annual budget(s) may be amended from time to time by resolution of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item. All expenditures in excess of 10% of any line item in the budget must be approved by the board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the chair, or in the absence of the Chair, the Vice Chair.
- G. Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the board at a noticed meeting may be continued for a meeting without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter came before the Board. If a quorum of the Board is not present, any member of the Board shall have the authority to affect a continuance as provided in this subsection (G).

- H. Cancellations. If it is determined that the Board will not have a quorum present for an upcoming meeting, the Chair, or in the absence of the Chair, the Vice-Chair, may cancel the meeting. If a meeting is cancelled, notice of cancellation shall be posted on the RCA Website Calendar, in the Administration Building and provided to the press. Nothing provided herein shall be understood to permit any Board members to discuss any matter that may foreseeably come before the Board for official action, outside of a noticed, open meeting of the Board.

Specific Authority: §§ 190.011(5), 120.525, 120.54(5) Fla. Stat.

Law Implemented: §§ 190.007, 190.008, 120.525, 120.54, Fla. Stat.

Section 1.6 Rulemaking Proceedings

- A. Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

B. Notice of Rule Development.

1. Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule. The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.
2. All rules shall be drafted in accordance with Chapter 120, Florida Statutes.

C. Notice of Proceedings and Proposed Rules.

1. Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative, must do so in writing within twenty-one (21) days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development appeared.

2. The notice shall be published in a newspaper of general circulation in the District not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 3. The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the board's office to receive notice by email of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be emailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the district for advance notice of its proceedings.
- D. Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- E. Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition.
- F. Rulemaking Materials. After the Publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:
1. The text of the proposed rule, or any amendment or repeal of any existing rules;
 2. A detailed written statement of the facts and circumstances justifying the proposed rule;
 3. A copy of the statement of estimated regulatory costs, if one has been prepared;
 4. The published notice.
- G. Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

- H. Variances and Waivers. Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Chapter 120, Florida Statutes.

Specific Authority: §§ 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 190.035(2), Fla. Stat.

Section 2 BIDDING AND RELATED RULES

Section 2.1 Procurement The District shall comply with the provisions of Section 190.033 of the Florida Statute, and other applicable provisions of the Florida Statutes, in the procurement of goods and services for the District.

Section 3 WATER AND SEWER UTILITY RULES.

Section 3.1 Introduction. Utility service shall be provided by the district in accordance with the provisions of this Section 3.

Section 3.2 Definitions: The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section 3, except where the context clearly indicates different meaning. Words used in the present term shall include the future, and the singular number includes the plural, and the plural the singular.

- A. Riverwood Community Development District: A governmental agency of the State of Florida created pursuant to Chapter 190, Florida Statutes.
- B. Engineer: The District Engineer or his authorized representatives or consultant.
- C. Connection Charges: An initial service charge of the District required to be paid by a consumer as a condition precedent to the interconnection of District's utility system with a consumer's property.
- D. Consumer: Any person, firm, association, corporation, governmental agency or similar organization whose property is supplied with the availability of water and sewer service by District, which term shall also include developer and bulk users.
- E. Consumer Installation: All pipes, fixtures, meters, appurtenances of any kind and nature used in connection with or forming a part of an installation for utilizing water and sewer services for any purpose, located on the consumers' side of "point of delivery", whether such installation is owned outright by a consumer or by contract, lease or otherwise.
- F. Developer: Any person, corporation or other legally recognized entity who engages in the business of making improvements to or upon real property located within or without the District as owner, or legally constitutes agent for owner, of such real property.
- G. District: The Riverwood Community Development District.

- H. Easements: Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction of District's utility system or any components thereof, over or upon consumer's property.
- I. District Manager: Shall refer to the District Manager, as designated by the District pursuant to Chapter 190, Florida Statutes, or the District Manager's designee.
- J. Main: Shall refer to pipe, conduit or other facility installed to convey water or sewer service from individual laterals or to other mains.
- K. Off Site Facilities: Those components of water distribution and sewage collection facilities located outside consumer's property connected with facilities of the district, in accordance with the size required by the district.
- L. On Site Facilities: Those components of water distribution and sewage collection facilities located upon consumer's "property".
- M. Point of Delivery: The point where the District pipes are connected with pipes of the consumer. Unless otherwise indicated, point of delivery for water shall be at the discharge side of the water meter. Unless otherwise indicated point of delivery for sewer service shall be at the upstream connection of the clean-out which is placed at or about public right of way or utility easement. In the absence of a clean-out the point of delivery is at the sewer lateral connection to the sewer main of the district.
- N. Property: The land or improvements upon land of which the consumer is owner or over which consumer has control either by contract or possessory interest sufficient to authorize consumer to make application for service, or adjacent right of way which services the land or site being developed. District may require proof of such interest prior to the furnishing of service by copy of instrument of conveyance, warranty deed, contract or appropriate verified statement contained in the application for service.
- O. Schedule of Rates: The schedule of rates or charges for the particular classification service.
- P. Services: Shall be construed to include, in addition to all water, irrigation water and sewer utilities required by the consumer the readiness and ability on the part of the district to furnish water, irrigation water and sewer services to the consumer.
- Q. Services or Lateral Lines: Those pipes of the District that connect to consumer's lines.
- R. Terms "shall" and "may": As used herein, the word "may" is permissive, and the word "shall" is mandatory.

- S. Undeveloped Property. Real property which does not contain a Residential or Commercial/Non-residential use and which is not otherwise equipped to receive water or sewer service. Once connected to water or sewer service, the property shall not thereafter be considered undeveloped property.
- T. Utility System: As used herein, refers to the District's water distribution and sewage collection systems, and any component parts thereof.

Section 3.3 General: In the absence of specific written agreement to the contrary entered into prior to the effective date of the regulation at issue, these regulations apply without modification or change to each and every consumer to whom the district renders service.

Section 3.4 Application for Service: Service shall be furnished only upon signed application accepted by District and the conditions of such application are binding upon the consumer as well as upon the district. To obtain service, application shall be made at the District in the place or places designated by the District Manager. Applications are accepted by the District with the understanding that there is no obligation on the part of the District to render services other than that which is then available from existing water production and distribution equipment and service lines, and from its existing sewage treatment collection, transmission and treatment facilities. The applicant shall furnish to the District at the time of making application the name of the applicant, proof of the ownership interest in the property, the legal description or street address at which service is to be rendered, the address at which the owner wishes to receive their bills, and the activation fee established by the District (see Appendix A). Bills will not be sent to lessees or to any party other than the consumer/property owner or the management company representing the property. Application for service required by firms' partnerships or associations, corporations and others, shall be tendered by duly authorized parties. When service is rendered under agreement or agreements entered into between the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the District and an agent of the principal under which service is rendered.

Section 3.5 Withholding Service: The District may withhold service to a consumer who makes application for service at or upon location for which prior service to that consumer has not been paid in full to the date of such application. It shall be the responsibility of the applicant to make inquiry as to the delinquent status of the account and bring said account current as a condition precedent to continuation of service. The district shall maintain current records of outstanding accounts and shall make such information available to the public at its offices during normal business hours. Service may also be withheld for service installations which are not complete or are not in compliance with district requirements.

Section 3.6 Limitations of Use: Utility service purchased from the District shall be used by the consumer only for the purpose specified in the application for service. The consumer shall not sell or otherwise dispose of such utility service supplied by the District

without authorization from the District. All utility service furnished by the district to the consumer shall be through District meters and may not be re-metered by the consumer for the purpose of selling or otherwise disposing of such service without the consent of the District. In no case shall the consumer, except with written consent of the District, extend water or sewer lines across a street, alley, lane court, property line, avenue, or other public thoroughfare or right of way in order to furnish utility service for adjacent property even though such adjacent property is owned by the consumer.

Section 3.7 Unauthorized Connection or Use: No person shall, without written consent of the District, tap any pipe or main belonging to a District potable water, irrigation water, or sewer system, or siphon or otherwise utilize water from any lakes or ponds of the District, for the purpose of taking or using potable water or irrigation water from such pipe, main, lake or pond, for connecting to the sewer system, or for any other purpose. Connections to the District's water, irrigation water or sewer system may be made only as authorized by the District.

Section 3.8 Consumer Deposits: Before service is rendered by the District, each consumer shall provide the District with a deposit to secure the payment of bills and expenses incurred by the District. The amount of the deposit required shall be as set forth in Appendix A. Upon payment of the required deposit, the District shall give the consumer a non-negotiable and non-transferable deposit receipt. Consumer shall not be entitled to receive any interest accrued on such deposit.

The required deposit shall be provided by the owner of the property to be serviced. Upon final settlement of a consumer's account, the deposit shall first be applied by the District to any account balance due, and the District shall make all reasonable efforts to refund any remaining balance of the deposit to the consumer within sixty (60) days following termination of service. The District may require additional deposits for consumers whose services have been previously disconnected due to non-payment.

Section 3.9 Billing: Bills for service shall generally be rendered monthly and shall be due when rendered, however as more fully described in Section 3.11 herein, the failure of the District to render a monthly bill shall not absolve the consumer from liability for applicable charges incurred. A bill shall be deemed rendered when mailed United States mail, postage prepaid, or, if delivered in person, when delivered to the consumer's address shown on the application for service. Bills shall be deemed paid when full payment of the outstanding balance, including any applicable penalty charges, is received by the District. All bills are considered delinquent thirty (30) days after the bill is rendered and are then subject to penalty and late charges as provided herein. No partial payment of any bill rendered will be accepted by the District unless authorized by the District Manager, in writing indicating the reasons thereto, such as contested billing, consumption, or hardship.

Section 3.10 Delinquent Payments; Returned Checks; Liens In Favor of District; Procedures for Contesting Charges: All statements and billings for utility services shall be deemed delinquent if not paid within thirty (30) days of the date rendered by the District. Consumer shall incur delinquent payment fees in accordance with the fee schedule laid out

by the District (see Appendix A). If a consumer's check is returned, consumer shall be charged a returned check fee, as per the District rates in Appendix A. If applicable, consumer shall incur delinquent payment fees, based from the original date the bill was rendered, until the District receives payment of the outstanding balance, plus the applicable penalty charge for the returned check.

Any consumer contesting any statement or billing shall first present same to the District utility department with a statement of explanation or contest in writing prior to the bill becoming delinquent. If the matter is not then resolved, the utility department shall, within seven (7) days, forward the billing and written statement to the District Manager. If the matter is not then resolved, the District Manager shall, within seven (7) days, notify the consumer in writing that the matter will be heard before a panel consisting of the District Manager or his designee, and a representative of the District administration.

Notice shall be given to the aggrieved consumer at least seven (7) days prior to the scheduled hearing by mailing said notice to the address which appears on the consumer's utility billing, or by personal service by leaving a copy of said notice at such address either by delivery to any person upon the premises, by posting in a conspicuous place on or about the main entrance, or by placing same in any receptacle used on the premises for the deposit of mail. Refusal by any consumer to accept service of notice thereof shall be noted upon the notice when returned, and shall be deemed a waiver by the consumer of the opportunity for hearing provided herein, in which case the determination of the District Manager shall be final.

The hearing shall be conducted during normal business hours at the Riverwood Activity Center, or the panel and the aggrieved consumer may agree to a time which is mutually convenient to all. All utility bills shall be paid on or before the due date on the utility bill to avoid discontinuation of service. If during the hearing process an adjustment to the billing is made, a refund to the consumer shall be rendered either by check or as a credit to consumer's active account within seven (7) days as determined by the District Manager. If, after this hearing, the matter is not resolved, then consumer may request an appearance before the Board of Supervisors, in which event all documents, transcripts, findings, and statements shall be transmitted forthwith to the District Manager for further disposition. It shall be the duty of the District Manager to notify the consumer of the public hearing at which the consumer is to appear before the Board of Supervisors, by mail or delivery of notice as provided in this Section.

Delinquent utility bills and fees shall be deemed liens upon the real property or premises as provided by law.

Section 3.11 Adjustment of Bills; Meter Readings and Inspections: When a consumer is determined by the District to have been overcharged or undercharged as a result of incorrect meter reading, defective metering, incorrect application of rate schedule fees and charges, or mistake in billing, the amount so determined may be credited or billed to the consumer, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the District Manager and so noted

on the account. District may read and inspect meters periodically to determine their condition and accuracy and as a basis for periodic billings. If a consumer requests and inspection or re-reading of a meter, and the District determines that the meter was functioning properly, the District may impose a service charge for such inspection or rereading, in accordance with the schedule of fees in Appendix A.

Section 3.12 Access to Premises: As a condition to providing service, the consumer grants to District or its authorized agents or employees access to consumer's property during all times reasonable hours and, in the event of an emergency, at any time, for the purposes of reading meters or maintaining, inspecting, repairing, installing or removing District's property, and for any other purposes incident to performance under or termination of any agreement with a consumer or such consumer's predecessor in interest or use of the facilities or services made accessible to the District by the consumer or to be relocated by the District.

Section 3.13 Inspections of Consumer's Installation: The District reserves the right to inspect and approve any consumer installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, rules of the District, and rules and regulations affecting such installation. No changes or increases in any consumer installation which will materially affect proper operation of District utility system shall be made by consumer without express written consent of the District Engineer and approval of the District Manager. Consumer shall be responsible for the cost of making changes or repairs resulting from unauthorized alteration, and the District may require payment or reimbursement thereto as a condition to continued service.

Section 3.14 Protection of District Property: In the event of any damage to the District property located upon consumer's property which arise out of any act of consumer or agent's, employees or independent contractors on the premises, the cost of repairs or replacement shall be the responsibility of the consumer, and full payment or reimbursement to the District therefore may be condition imposed by the District for the continuation of service.

Section 3.15 Change of Occupancy; Termination or Transfer of Service: It shall be the obligation of the consumer to notify the District of any change of occupancy, or other circumstances for which termination of service is requested, and consumer shall be responsible for all service charges incurred to the date upon which written or personal notification is received by the District, after which District shall have a reasonable time, not to exceed seventy-two (72) hours, in which to discontinue service. Customer deposits shall be applied to balances due as provided herein. Insufficiency of deposits to cover delinquencies or final charges upon termination of service at any consumer location shall, as to any applicant for service at such location, be governed by Section 3.5 (Withholding Service) herein. As a convenience to consumers, District will accept telephone notice to discontinue or transfer service, provided written notice is given to the District within seventy-two (72) hours thereafter.

Section 3.16 Resumption of Service: After termination or discontinuance of service as provided herein, the District may require, as a condition precedent to service resumption, payment in full of any amounts due the District and/or adequate security in the form of additional deposits to cover all costs reasonably incurred by the District as the result of such termination or discontinuance, including any reconnection fees, meter installation or removal and reinstallation costs, inspection costs, or other costs incident thereto in accordance with the District's schedule of fees and costs as provided in Appendix A.

Section 3.17 Continuity of Service: The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the consumer for failure or interruption of continuous service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

Section 3.18 Maintenance and Standards : All pipes, conduits or other component parts of service installed in or upon the premises of a utility consumer shall conform to District standards of type, quality quantity and regulations regarding installation. Consumer shall be responsible for maintaining all on site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying District and securing approval thereto in writing or by permission from an authorized representative of District's utility department. Unauthorized alteration or modification of any on site utility service interconnection may result in immediate termination of the affected service and repair restoration by District or at its direction at the consumer's costs.

Section 3.19 Testing and Inspections.

The District may conduct random tests and inspections of the sewage in the system to observe and detect the presence and level of the following: Formaldehyde, Hydrogen Sulfide, Soaps.

Section 3.20 Compliance. If at any time Consumer shall not comply with the restrictions imposed upon it in the preceding portions of this Rule, or if Consumer shall create any condition which District should determine destructive to any part of District's facility, District shall give thirty (30) days written notice to Consumer to discontinue such operation or practice, within which period Consumer shall comply. If Consumer does not initiate and/or establish a compliance program within thirty (30) days of notification, and/or if any damages result from the discharge of improper wastes by Consumer, District reserves the right to provide such preliminary treatment facilities or establish such programs as required to bring the Consumer's discharge into compliance. Consumer will be responsible to the District for all charges, both capital and operational for the establishment of these programs or facilities as described herein. Any and all damages resulting from Consumer's non-compliance with this rule shall be the responsibility of the Consumer.

Section 3.21 Meters: Each consumer of the District receiving water must have a water meter which measures flow and which is the ultimate basis for water charges. All water

meters shall; be furnished by, to and subject to its control. Meters are not transferable to another residence or business site. The consumer shall provide meter space to the District at a suitable and readily accessible location and when the District considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices. Before a meter is installed, all meter fees, deposits, and connection fees being due must be paid. Consumers may have separate meters for irrigation purposes only. The meter to be furnished by the District shall be sized compatible with the existing line and main sizes according to District standards and specifications at the consumers' expense. The consumer shall be required to provide proper service connection and service line in accordance with the District standards and specifications. Meter sizes, other than those originally specified or intended, shall be as approved by the District Engineer and the District Manager.

Section 3.22 All Water Through Meter: That portion of the consumer's installation for water service shall be arranged so that all water service shall pass through the meter. No person shall make or cause to be made any connection or main, service pipe, or other pipes, appliances or appurtenance used for or in connection with the District's water system in so manner as to cause to be supplied water from such plant to any faucet or other outlet whatsoever without passing through a meter provided by the district and used for measuring and registering the quantity of water passing through the same, or make or cause to be made, without consent of the District, any connection with any such plant or any main, pipe service or other instrument or appliance connected with such plant in such manner as to take or use, without the consent of the District, any water.

Section 3.23 Meter Testing: The District reserves the right to remove the meter and check, repair, or replace it at any time at no cost to the consumer. Should a consumer desire his meter to be checked at any time, he may have this work done by submitting a written request accompanied by a fee in accordance with the rate schedules of the District in effect at the time of such testing. Should the meter be tested and found to be registering over two (2%) percent more than is actually used, the last three months service bill will be adjusted accordingly, the meter will be repaired or replaced, and the fee returned. In any other case, the amount of the fee shall be retained by the district to defray the cost of testing.

Section 3.24 Damaging, Tampering with, Altering, Facilities of Utility Plant or System: No person shall; damage or knowingly cause to be damaged any meter or water or sewer pipe or fittings connected with or belonging to a District water or sewer system, or tamper or meddle with any meter or other appliance or any part of such system in such a manner as to cause loss or damage to the District to prevent any meter installed for registering water from registering the quantity which otherwise would pass through the same; alter the index or break the seal of any such meter; in any way hinder or interfere with the proper action of just registration of any such meter, pipe or fitting or other appliance or appurtenance connection with or belonging to such system after such meter, pipe fitting, appliance or appurtenance has been tampered with, injured or altered.

Section 3.25 Private Fire Service Connection: A private fire service connection is to be used for fire purposes only and is to have no connection whatsoever with any service

lines that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply with the exception in case a tank or fire pump is installed as secondary supply. There shall be a backflow preventer installed by the consumer at his expense in each District connection to prevent the water from secondary supplies from flowing into District mains.

The consumer shall not draw any water whatsoever through this connection for any purpose except the extinguishing of fires, or for periodic tests of the fire system, which tests shall be made in the presence of a representative of the District. Any authorized representative of the District shall have free access to the building at any reasonable time for the purpose of inspecting any equipment.

The consumer shall set in this connection at the point of delivery, a weighted check valve fitted with by-pass on which shall be set a meter, installed by the District at consumer's expense, the purpose of which shall be to indicate whether or not water is being used through this connection and for the further purpose of showing any leakage, if same exists. All meters shall become the property of the District.

Violation by the consumer of any of the regulations in this section shall justify the district to disconnect said pipe or pipes, or stop the flow of water through same.

The right is reserved by the District to shut off the supply at any time in case of accident or to make alterations, extensions, connections, or repairs and if possible, the District agrees to give due and ample notice of such shut-off.

The District does not make any guarantee as to certain pressure in the pipe or in the main supplying same, and shall not be under any circumstances held liable for loss or damage to the owner for a deficiency or failure in the supply of water in case of accident or alteration, extensions, connections or repairs, or for any cause whatsoever.

When fire lines valves or connections are used in case of fire or for any other reason whatsoever, the consumer shall immediately notify District and the District forthwith reseal the used valves or connections.

Section 3.26 Termination of Service:

A. All utility service shall be pursuant to proper permit or application, which procedure accords the District the opportunity to provide for orderly expansion of facilities and regulation thereof in a manner calculated to ensure continuous service to all consumers. Inherent in this obligation is the governmental prerogative of necessity to terminate consumption which is adverse to the continuous, orderly and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion, to refuse service, or to terminate service temporarily or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern, or when the providing of any service would constitute a

threat to the safety, health or welfare of consumers generally or a significant portion of the consumer population.

B. When discontinuance or termination of service can be remedied by an act of the consumer; District shall provide notice of remedial action to the consumer in order that service may be continued uninterrupted. The District shall have the authority to interrupt, discontinue, or terminate service, for any of the following reasons, after consumer has been notified and has failed to take the prescribed remedial action:

1. Failure to pay required deposits for service.
2. Failure of consumer to meet provisions of agreements with the District.
3. Failure to correct deficiencies in piping or other components upon consumer's property after reasonable notice thereof.
4. Use of service for any property or purpose other than described in the permit or application.
5. Failure to pay user fees for service rendered.

Section 3.27 Rate Schedule: The Schedule of Water and Sewer Rates, Fees and Charges is pursuant to Appendix A. This Schedule may be amended from time to time by rule of the Board of Supervisors upon public notice and at least one public hearing.

Section 3.28 General. The District owns, operates and maintains water treatment and distribution and sewage collection, also treatment and disposal systems which serve residents within the District's service area. The adopted level of service for these facilities is 225 gallons per day per equivalent residential connection ("GPD/ERC"), and the District shall not make new service connections which would cause the District's system to exceed the adopted level of service. New development may require the extension of mains to provide service, as well as expansion of facilities to accommodate new development. In some instances, the District in anticipation of expansion of its system due to growth and development has already provided mains for services thereof. The cost of providing extensions, modifications and expansions of facilities is to be borne by property owners, builders, or developers within the District's service area to defray costs of these extensions, modifications, and expansions. The allocable share of each is to be charged as described herein. It is the declared policy of the District by this Rule to establish a uniform method of determining charges for availability of services so that all such contributions shall be non-discriminatory among the various consumers served by the District's systems and shall be applied as nearly as possible with uniformity to all consumers within the District's service areas. District specifically reserves its rights to fix and determine rates, fees, charges and contributions required for the provisions, consumption, operation, maintenance, extension and expansion of its utility services provided herein and as authorized by law. Each consumer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the welfare of all consumers of its utility services, has the authority and responsibility to amend its schedules of rates, fees charges, and contributions from time to time to ensure the perpetuation of service.

Section 3.29 Easements and Rights of Way: As a prerequisite to the construction of any water distribution or sewage collection system proposed to be connected to the facilities of the District, developer shall agree to grant District such easements or rights of way corresponding with the installation of the proposed facilities. Such grant or conveyance shall be in the form satisfactory to the District. Such conveyances, when located on the property shall be made without cost to the District. District reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the facilities of District joins with consumers. Such easements and right of way shall be conveyed and accepted upon completion, approval and acceptance of the work done by the developer.

Section 3.30 Inspection: The District shall inspect the installation of all water distribution or sewage collection facilities installed by developer or developer's contractors, which facilities are proposed to be transferred to District's ownership, operation and control. In the event that gravity sewer facilities are to remain under ownership, operation and control of the developer as a private system, the district reserves the right to inspect installation of the gravity sewage collection facilities for the purpose of determining if the system has excessive infiltration. These systems must meet the same infiltration criteria as that of district owned systems. Such inspections are intended to assure that water and sewer lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind of and quality of such installation. Representatives of the District may be present at tests of component parts of water distribution or sewage collection systems for the purpose of determining that the system, as constructed, conforms to District's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under direct supervision of the engineer of record or his authorized inspector. The results of such testing shall be certified at least 48 hours prior to any inspections or testing performed in accordance with these regulations.

Section 3.31 Transfer of Contributed Property - Bills of Sale: Each developer who has constructed portions of the water distribution and sewage collection system prior to interconnection with District's existing facilities, shall convey such component parts of water distribution and sewage collection system to District by bill of sale in form satisfactory to the district to ensure that the water distribution and sewage collection system proposed to be transferred to District is free of all liens and encumbrances.

Any facilities in the category of consumers' lines, plumbers' lines or consumer's installation, located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to district and shall remain the property the maintenance responsibility of developer or subsequent consumers.

District shall not be required to accept title to any component part of the water distribution or sewage collection system as constructed by developer until the District Engineer has approved the construction of said lines, accepted the tests to determine that such

construction is in accordance with the criteria established by District and the Board of Supervisors has evidenced its acceptance of such lines for District's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by developer and proposed to be transferred to District. Such cost information shall be furnished to the District concurrently with the bill of sale and such cost information shall be prerequisite for the acceptance by District of the portion of water distribution and sewage collection system construction by developer.

District may refuse connection and deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and sewer collection system installed by developer until such time as the provisions of this paragraph have been fully met by developer or developer's successors or assigns.

Section 3.32 Utility Inspection Fees: The cost of engineering inspection of the required improvements shall be paid by the developer at the time the D.E.P. application is executed by the District.

Section 3.33 Refundable Advances: The District may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any off site extension of water and/or sewer mains and pumping stations necessary to connect the developer's property with the terminus of the District's water and sewer facilities adequate in size to provide service to the subject property. However, this rule recognizes instances in which a developer may be required to advance hydraulic share applicable to other undeveloped property in order that offsite facilities may be constructed to serve the District's master plan. All amounts expended by developer, over and above developer's hydraulic share for offsite facilities shall be refunded to developer in accordance with terms and conditions of a refunding agreement which the District will execute with developer. The refunding agreement shall provide for a plan of refund based upon connection of other properties, to the extent of their hydraulic share, which properties will be served by the offsite facilities installed by the developer. Notwithstanding the provisions of this section, the District will limit the life of such refund agreement to a term of not more than five (5) years or until such time as the utility is sold to another entity after which time any portion of the refund agreement will have lapsed and thereafter, such refund agreement will be canceled. In no event shall developer recover and amount greater than the difference between the capitalized cost of such offsite improvements and developer's own hydraulic share of such improvements. The District shall not include any interest upon the refund of developer's advance.

Section 4 RIVERWOOD CAMPUS RULES

Section 4.1 General. This section sets forth the rules and fees for the use of the Riverwood Campus facilities.

Section 4.2 Definition of Terms. These Definitions apply to Section 4 through Section 7 of this document.

- A. **Adult** is a person who is 18 years of age or older.
- B. **Facilities** shall include all RCDD-owned buildings, outdoor sports facilities, pool area, courtyards, Dog Park, equipment, parking lots, fishing lake, RV storage area, and RCDD common areas.
- C. **Homeowner** is a person or entity owning a residential property within Riverwood
- D. **House Guest** is a person staying with the Resident overnight, and registered as described in Section 4.7 herein.
- E. **Host** is a Resident or Lessee, who invites a person to use the Facilities.
- F. **Household Members** are persons residing at a residential property with a Homeowner or Lessee.
- G. **Lessee** is a person who is formally, in writing leasing Riverwood residential property from the owner of that property and is registered with the RCA management office. **Long Term Lessee** is a person who leases a home within Riverwood with a lease term of six (6) consecutive months or more. **Short Term Lessee** is a person who leases a home within Riverwood with a lease term of less than six (6) consecutive months.
- H. **Non-Resident Full Fee Payer** is a Non-Resident who desires to use all of the Facilities and pays the full user fee(s). This category is limited to a total of 20 persons.
- I. **Non-Resident Limited Fee Payer** is a Non-Resident who desires to use the Croquet or Tennis Facilities and pays the limited user fee(s). This Category is limited to Existing Non-Resident Limited Fee Payers as of September 1, 2021. (Grandfathered)
- J. **RCA** shall mean the Riverwood Community Association.
- K. **RCDD** shall mean the Riverwood Community Development District.
- L. **Resident** is a Riverwood Homeowner, Lessee or Household Member.
- M. **Riverwood Access Control Identification Badge** (or ID Badge) is Identification issued to Resident or Non-Resident Limited or Full Fee Payer. ID Badges contain a chip that allows access to the Pool and Fitness Center as well as other areas designated by the RCDD Board. Photo ID Badges are issued to Homeowners and Long Term Lessees and their Household members. Temporary ID Badges are issued to Short Term Lessees for a fee.
- N. **Staff** shall be the entity or individuals as may be designated by the RCDD and/or RCA Boards to manage and operate the Facilities (either Employees or Management Services Company).
- O. **Team** is a group of individuals who have organized together to play a sport (such as tennis, croquet or bocce ball) or some other activity (such as bridge, or chess).
- P. **Vendor** is a business that provides services within Riverwood.
- Q. **Visitor** is a guest of a Homeowner who is not staying overnight. **Frequent Visitor** is a person who visits a Homeowner or Long-term Renter on a regular

basis and has been designated by the Homeowner or Long-term Renter through the process provided in Section 7.4. Frequent Visitors shall not include Vendors.

- R. **Bar Code Form** – the application form for a vehicle bar code is available on the Riverwood Website, Riverwoodcdd.org or through the Golf Club.
- S. **Frequent Visitor Access Form** – Use the GateHouse Portal (<https://riverwood.gatehouseportal.com/>) or the GateHouse App.
- T. **Vendor Access Form** - Use the GateHouse software or the GateHouse App.

Section 4.3 Rights and Privileges. The rights and privileges granted herein are subject to the Rules of the RCDD. All Persons utilizing the Facilities shall comply with all RCDD Rules. Failure to do so may result in loss of the right and privilege to use the Facilities.

Section 4.4 Residents Use of Facilities. Residents shall have the right to use the Facilities. Residents may invite House Guests and Visitors to use the Facilities subject to the provisions contained in these Rules. Residents are responsible for Household Members, House Guests and Visitors while they are using the Facilities.

Section 4.5 Registered Lessees. Prior to a Lessee taking possession of a Homeowner's property and using the Facilities, the Homeowner must complete an RCA Lease Notification Form and pay the lease processing fee. The Homeowner shall provide the Lessee with the RCDD Rules, RCA covenants and RCA policies. The Homeowner shall not have the right to use the Facilities during a Lessee's occupancy of the Homeowner's property. Lessee's rights and privileges are not transferable. The Homeowner can obtain a Riverwood Access Control ID Badge for use by the Lessee. The card will be operational during the Lease Period. The card may be reactivated at no charge for future lessees. Lessee Access Control ID Badges will be charged according to Appendix B.

Section 4.6 Non-Resident Users.

- A. **Non-Resident Full Fee Payer.** A non-resident who desires to use the Campus Facilities may do so upon payment of the annual fee, as set forth herein. This Category is limited to 20 people. Non-Resident Full Fee Payers are allowed full use of the Riverwood Facilities with the exception of the Beach Club and RV Parking Area. Non-Resident Full Fee Payers are not allowed to bring Visitors onto the Riverwood Campus Facilities.
- B. **Non-Resident Limited Fee Payer.** A non-resident who desires to use the Tennis or Croquet Facilities only may do so upon payment of the Annual Fee, as set forth herein. Only two categories of limited user fees are offered, Croquet and Tennis. Non-Resident Limited Fee Payers do not have the privilege of inviting Guests to use the Facilities. The Non-Resident Limited Fee entitles the fee payer to use the facilities as described herein, but does not guarantee the fee payer the privilege of playing on Riverwood Teams. Limited Fee Payers are restricted to use of the Croquet or Tennis Courts (whichever is applicable), restrooms, parking lot, athletic office, Croquet or Tennis viewing area(s), and may attend Croquet or Tennis

meetings and their social functions at the Facilities. This category is limited to existing members as of October 1, 2021 and the member will be eliminated if the membership is not maintained each year. Non-Resident Limited Fee Payers are not allowed to bring Visitors.

C. See Appendix B for current rates for this category.

Section 4.7 House Guests and Visitors.

- A. Residents may register House Guests staying overnight in a Riverwood residence for use of the Campus Facilities, For the duration of the stay, House Guests are allowed to use the Facilities without being accompanied by the Host.
- B. Visitors may be hosted by a Resident not more than 6 times during a calendar year and must be accompanied by the Host at all times while using the Campus Facilities.
- C. Visitors may not attend Riverwood Classes, Events, or Games. House Guests may attend Riverwood Classes, Events, or Games, but residents will have priority.

Section 4.8 Riverwood Teams. Only Residents, Non-Resident Full Fee Payers, and Limited Fee Payers may participate on a Riverwood Team. Riverwood Teams shall annually register with the RCA Staff prior to inviting non-Riverwood Teams to play at Riverwood. Registration shall be granted provided the incoming non-Riverwood Team does not cause the particular Facility to be over-crowded and does not unduly deprive Residents use of that Facility. Team registration may be withdrawn for the same reasons or other good cause. Except in dire circumstances, team registration will not be withdrawn once a season has begun.

Section 4.9 Children. Children under the age of 14 years must be supervised at all times when using the Facilities by an Adult who shall assume full responsibility for those children. The following restrictions apply to children:

- A. Fitness Center. Children under the age of 14 years are not permitted in the Fitness Center. Children aged 14 through 17 may use the equipment if supervised by an Adult.
- B. Pool and Spa. Children, under the age of 14 years, must be supervised by an Adult in the pool and spa area. Children, under the age of 14 years, are not permitted to utilize the spa area.
- C. Dog Park. Children age 14 years and under must be supervised by an Adult while in the Dog Park. Children under the age of 6 are not permitted in the Dog Park.
- D. Sports Facilities. Children age 14 and under may not be on or use Sports Facilities (tennis, croquet, pickleball, basketball, bocce ball) without Adult supervision.
- E. Access Control ID Badges. Children under the age of 18 will not be issued ID Badges since they must be supervised by an Adult when using the facilities.

Section 4.10 Parking. The campus building entrance areas must be kept clear to allow for emergency access. Vehicles including golf carts and bicycles must park in the parking lot or in designated areas. Parking on the portico or sidewalks is not permitted. Parking on the grass may be permitted at the discretion of the RCA or RCDD Staff.

Section 4.11 Use of the Riverwood Campus Facilities.

A. General.

1. The occupancy limits of the Facilities and the limits shall not exceed those established by the Fire Marshall.
2. Only Residents or Non-Resident Full Fee Payers may reserve the Facilities and reservations/arrangements must be made with the RCA Staff.
3. RCA and RCDD Board and Committee Meetings, Riverwood Neighborhood gatherings, RCA or RCDD sponsored events, and any resident reserved event open to the whole community will not be charged a usage fee for the facility.
4. No trade or business may be conducted on the campus. No activity may be conducted for profit (charges for supplies and prizes are allowed). However, RCA Board may approve paid activities such as but not limited to classes or activities led by qualified instructors, the annual garage and arts and crafts sale, and charitable events.
5. Instructors must register with the RCA Staff who must approve instructional fees, if any, which are payable directly to the instructor. The RCA Staff will obtain credentials, certification and insurances from vendors, instructors, and others, when applicable.
6. Any event allowing general public attendance, charging a fee, or using the entire Activity Center must be approved by the RCA Board.
7. Bikes, trikes, golf carts, motorized vehicles, and similar devices, are limited to the campus parking areas only. Golf carts and motorized bikes and vehicles must park in the parking lot. Skateboards and roller blades are not allowed on campus.

B. Scheduling-Process.

To reserve a Facility, a Usage Request Form must be completed by a Resident or Non-Resident Full Fee Payer and submitted to the RCA Staff who will schedule as appropriate.

C. Campus Facilities

1. Tennis, Pickleball, Bocce, Croquet the Fitness Center, the Library, the Arts and Crafts Room, Swimming Pool, Spa, Patios, and the Dog Park shall be collectively referred to as the Campus Facilities.
2. Tennis
 - a. Scheduling. Scheduling courts can be accomplished by accessing the *Reserve My Court* website.
 - b. Attire. Approved soft-soled tennis shoes are required. Tennis shoes must not be worn in Campus Facilities Buildings.
3. Court Maintenance. When play is completed, players shall groom the court and brush lines to restore the court to good playing condition for the next group. If not familiar with grooming equipment or the operation of court lighting for night play, contact the tennis director for assistance. Hang court grooming mats and line sweeps on the fences to prevent damage to the equipment.
4. Bocce. Courts may be reserved with the RCA Staff. All equipment must be returned to storage after play.

5. Croquet. Courts may be reserved with the RCA Staff. Soft-soled shoes or sneakers are required at all times. Players must set up the court prior to play and the last scheduled players must break it down and store the equipment after completing play.
6. Fitness Center.
 - a. All fitness equipment is used at the users' own risk. Soft-soled athletic shoes are required. Food and beverages (other than water in a plastic container) are not permitted in the Fitness Center.
 - b. Users must bring their own towel(s).
 - c. Equipment should be cleaned after use with the provided towels and cleaner. All mobile equipment and free weights should be returned to their original position, and fans and television turned off after use. Equipment may not be removed from the Fitness Center at any time. Due to ADA requirements fitness equipment cannot be moved within the Fitness Center.
 - d. Maximum time on fitness equipment is 30 minutes if others are waiting.
 - e. Riverwood ID Badges are required for entry to the Fitness Center and must be produced when requested by RCA or RCDD Staff.
7. Library and Technology
 - a. Library. Book and puzzle check outs are on an honor system. Newspapers and/or magazines are not to be removed from the library.
 - b. Technology. An unsecured Wi-Fi connection is available at the Campus Facilities. Excessive and/or illegal downloads are not allowed.
 - c. No food or drink other than water is allowed in the Library.
8. Swimming Pool, Spa and Patio.
 - a. No life guard is on duty; users swim at their own risk. Pool capacity is as posted. Pool and spa hours are posted.
 - b. Food or drink is not permitted within 15 feet of the pool. Glass is not permitted inside the fenced area. Residents may use personal devices with headphones.
 - c. Large floats or rafts are not allowed.
 - d. Users must shower before entering pool or spa. Use of oils, body lotions, soaps, and minerals are prohibited.
 - e. Incontinent children and adults must wear waterproof pants and may not use the spa. Diapers should be changed in the pool restrooms and not disposed of in the restroom trashcans and must be taken off campus for disposal.
 - f. The pool area should be kept clean and all garbage properly disposed. Umbrellas should be lowered prior to leaving pool area.
 - g. Rest rooms/changing rooms along with a shower are located toward spa area of pool. These facilities should be used in the pool area only and not in the Campus Facilities buildings. Proper cover-up attire and foot covering are required to enter Campus Facilities buildings from the pool areas.
 - h. Lap swimmers shall be given preference in the lap area of the pool
 - i. Riverwood ID Badges are required for entry into the pool area and shall be produced when requested by RCA or RCDD Staff.
9. Pickleball.
 - a. Courts are to be used for Pickleball only. No other activities are allowed.
 - b. Players should demonstrate good sportsmanship and respect others at

all times.

- c. Furniture located in the Pickleball court area should be returned to a Pickleball shade structure after each use.

10. Arts and Crafts Room.

- a. The Arts and Crafts Room must be reserved through the RCA Staff for arts and crafts related activities.
- b. When not reserved, the Arts and Crafts room may be used for arts and crafts activities only.
- c. A Resident can reserve the room for a maximum of 20 hours per month.

11. Dog Park

- a. The Dog Park is only for use by Residents, their House Guests and Non-Resident Full Fee Payers. Dog Park use is subject to additional requirements provided herein.
- b. Dog owners desiring to use the Dog Park must register on the Riverwood Amenities website (www.riverwoodamenities.org):
 - Sign the release, waiver of liability Form,
 - Pay the annual fees listed in Appendix B. Dog park fees are due annually on January 1.
 - Provide proof of a current rabies vaccination by displaying a county rabies tag or providing a current rabies vaccination certificate (Canadian residents) to the RCDD office before receiving their annual dog tag.
 - Dogs of House Guests must be registered with the RCDD office, provide proof of rabies vaccination, and be accompanied by a current dog park member to use the dog park. Use of the Dog Park is at no charge for 7 days. After 7 days fees will apply per Attachment B.
- c. All membership information is available on the Riverwood Amenities website.
- d. The RCDD and RCA Boards and Staff and their respective agents, employees and representatives shall not be held liable for any claims, demands and causes of action, loss, damage or injury to persons, dogs or property that may result while a Resident or House Guest's dog(s) are on the Dog Park premises.
- e. Dog Park Rules.
 - Dogs must wear a current ROMP DOG PARK membership tag. This is received upon completion of forms and annual payment of dues.
 - Dogs must be leashed entering and exiting the Dog Park.
 - Owners must be present and in view of their dog(s) at all times.
 - Air Horns or the like are not permitted in the Dog Park.
 - The owner must pick up dog feces immediately. The dog litterbag must be taken home with the owner for disposal.
 - Aggressive dogs are not allowed in the Dog Park.
 - Dogs in heat are not allowed in the dog park during the posted social times.
 - Sick dogs are not permitted in the Dog Park.
 - People food is prohibited in the Dog Park.
 - Owners are responsible for their dog's actions at all times.

- Respect the “15 Minute” rule when posted on the gate. Wait for the member and dog to vacate the park.

Section 4.12 Scheduling Priorities, Restrictions and Rules. The RCA Staff is responsible for scheduling Events including setting priorities, restrictions and rules.

- A. Riverwood facilities are not available for rent or for the use of or by persons living outside of Riverwood except for Non-Resident Full Fee Payers.
- B. Residents and Non-Resident Full Fee Payers may reserve campus facilities for private parties subject to approval by the RCA Staff and the availability of the Facilities. Any event which is by invitation only is considered a private event and subject to fees in Appendix B.
- C. Alcoholic beverages are allowed if B.Y.O.B. (residents provide their own beverages). Otherwise, the consumption of alcoholic beverages may require the event sponsor and/or caterer to provide a liquor license and proof of liability insurance with the RCDD and RCA named as “additional insureds”.

Section 4.13 Event Logistics. The following event logistics are the responsibility of the RCA Staff. See Fee Schedule in Appendix B.

- A. Setup/takedown.
- B. Custodial/cleanup.
- C. Caterers.
- D. Determination of damages. The event sponsor is responsible for and will be billed for damages to the Facilities or equipment.
- E. Payments. At the time of reservation, the event sponsor will pay for the following items that apply: setup/takedown and cleaning/damage deposit. The event sponsor will remit the final payment, if any, within seven days of receipt of a final bill. If a damage deposit was paid, it will be refunded within two weeks after the event and will be reduced for damages and other fees not already paid.
- F. Security.
- G. Coordination of events.
- H. Contracts.

Section 4.14 Emergencies. In case of an emergency, call 911 first and then Riverwood access control. Telephones for emergencies and AED’s are located in the Administration Building, the Activity Center, and the Fitness Center in the halls near the restrooms.

Section 4.15 Tournaments and Athletic Events. Tournaments and Athletic Events are not regularly scheduled at Riverwood. A tournament shall be considered a competitive event that does not include normal league or normal team play and involves The general public as well as Residents and Fee Payers. Tournaments include sporting events and gaming events (such as bridge or chess). Athletic events include individual as well as team sports (such as bicycle or foot races). For permission to hold a tournament or athletic event of any kind, a detailed, written request must be submitted to the RCA Staff and approved by the campus committee. For tournaments involving the tennis courts, the tennis director may grant approval for any tournament providing that the tournament would not prevent Residents of the use of the Facility.

Section 4.16 Clubs and Associations. Resident-formed clubs and associations, are neither part of nor sponsored by the RCDD or RCA, and shall be treated the same as any other group pursuant to these Rules. Clubs and associations do not have authority to supervise RCDD or RCA Staff. The RCDD and RCA shall not provide assistance to clubs or associations by collecting monies on their behalf, billing, providing office supplies, copies, materials, or other financial assistance. Resident-formed clubs and associations shall govern themselves and shall not expect the RCDD or RCA Staff to become involved in such matters.

Section 4.17 Hours of Operation. The RCA Staff shall set the hours of operation of the Facilities and the scheduled hours of operation of each facility shall be posted on-site. The hours of operation are subject to change due to special events or unforeseen circumstances. RCA or RCDD Staff may not always be present when the Facilities are open.

Section 4.18 Equipment.

- A. **Checkout of Equipment.** Sports equipment may be checked out from the RCA Office. Equipment must be returned by the day's end and is not to be removed from the Riverwood campus. The member checking out equipment will be charged for the repair or replacement if the equipment is damaged or lost.
- B. **Furniture and Equipment.** Furniture and equipment (such as TVs, tables, chairs, horseshoes, chess sets, and games) may not be rented or borrowed and are not to be removed from the Riverwood Campus with the exception of library books and puzzles. Furniture and equipment may not be moved from one location to another in the Facilities without prior approved of the RCA or RCDD Staff.
- C. **Cooking/Grilling.** Cooking/grilling is prohibited on the campus without prior approval of the RCA Staff. Warming Plates and Crock Pots are acceptable. Contact the RCA Staff for more information.

Section 4.19 General Provisions.

- A. **Appropriate Use.** Riverwood Campus amenities shall only be used for their intended purpose. All individuals using the Facilities do so at their own risk. The RCDD and RCA Staff shall not be responsible for injuries or accidents. All Persons using the Facilities shall indemnify and hold harmless the RCDD, RCA and their staff and the boards, officers and agents, and employees against all claims, actions, proceedings, costs, damages, legal fees, and liabilities of any nature.
- B. **Behavior.** Appropriate behavior is required at all times at the Facilities. Profane language and shouting are prohibited. No roughhousing, shoving, or fighting is permitted.
- C. **Attire.** Appropriate attire is required at all times. Swimwear is not acceptable in the campus buildings. Swimwear cover-ups are acceptable for access to the pool

area. Wet clothing from exercising or wet swimwear is not permitted on the indoor furniture.

- D. Smoking. Smoking is not permitted on the Riverwood campus except in the designated smoking areas.
- E. Pets. Only service animals are permitted on the grounds or in the buildings of the Riverwood Campus Facilities, except as approved for special events. Dogs off leash are permitted in the Dog Park. Access to the Dog Park must be through the Willow Bend parking lot. Dogs must be on lease when entering and exiting the Dog Park area.
- F. Staff Use. RCA and RCDD Staff and their families may only use the Facilities with the prior written approval of the RCDD Board.

Section 4.20 Enforcement.

- A. General. This section on enforcement applies only to the enforcement of the provisions of Sections 4, 5, 6, and 7 of the RCDD Rules.
- B. Violations.
 - a. The RCA or RCDD Staff or Beach Club Staff, as appropriate, shall file a written incident report when it is determined that a violation of the RCDD Rules has occurred. A written copy of the incident report will be timely provided to the RCDD Management (site manager, safety and access manager or other designated manager).
 - b. If RCDD Management believes that a violation has occurred, a notification letter containing the date, name, facility and rule violation, facility, and suspension information, damage reports and an explanation of the appeals process. This notification letter will be signed by a RCDD supervisor and emailed to the Resident within 3 days of the incident with copies to the District Manager, and the RCDD Board. Suspension will be determined based on the suspension rules in Section 4.20 C.
 - c. In the case of damages, the RCDD Management will determine the cost of repair or replacement of the facility or equipment and generate a invoice to the Resident.
 - d. The incident will be reported at the subsequent RCDD Board meeting.
- C. Suspension.
 - a. Infractions or violations of the RCDD Rules by a Resident, Non-Resident Fee Payer (Full or Limited), Household Members, House Guests or Visitors will result in a suspension of the Residents and their Household members right or privilege to use some or all of the Facilities and compensation for any damage done.
 - b. A first offense without damages will result in a notification letter, second offense will result in a 30-day suspension, third offense will result in a 60-

day suspension, and subsequent offenses will result in a one-year suspension of the Homeowners privileges as well as the associated Household Members.

- c. Offenses with damages will result in automatic suspension of at least 30 days with the duration determined by the RCDD Board at the next Board meeting. Suspensions will be in place at least until the invoice has been paid by the Resident or Non-Resident Fee Payer (Full or Limited).
- d. Residents are responsible for the actions their Household Members, House Guests and Visitors.

D. Authority to Suspend.

- 1. The RCDD Management may suspend the right or privilege for an individual to use some or all of the Facilities or the Riverwood Beach Club due to violation of applicable RCDD Rules with the signature of a RCDD supervisor. The RCDD Management may institute the suspension immediately, prior to the appeals process, depending on the nature of the violation, and shall report the incident to the RCDD Board and the RCDD District Manager, as provided herein.
- 2. If the RCDD Management believes that an infraction or violation of the RCDD rules has occurred and suspends an individual's rights or privileges to use some or all of the Facilities or the Riverwood Beach Club, the RCDD Management shall provide the individual with a detailed, written explanation of the reasons for the suspension and an explanation of the Appeal Procedures within 3 business days of the suspension with copies to the RCDD District Manager.

E. Appeal Procedure.

- 1. Upon receipt of written notification of the suspension, the appellant shall have 10 days to file a written appeal of the suspension with the RCDD District Manager, with a copy to the RCDD attorney, detailing the basis for the appeal.
- 2. Upon receipt of an appeal filed which meets the requirements of this Section, the RCDD District Manager shall consult with the appellant and attempt to resolve the appeal to the satisfaction of all parties. Should the RCDD District Manager be unable to resolve the matter, the District Manager shall timely provide the appellant with written notice of same.
- 3. Upon receipt of such written notification by the RCDD District Manager, the appellant shall have 10 days to file a written appeal to the Chair of the RCDD Board. The appellant shall have the right to have the appeal heard by the Board at the next regular meeting of the Board.

Section 5 RECREATIONAL VEHICLE PARKING AREA RULES

Section 5.1 General. This section sets forth the rules and fees for the use of the Riverwood CDD Recreational Vehicle Parking Area (the "RCDD RV Parking Area"), and is intended to supplement the provisions of Section 4.

Section 5.2 Usage.

- A. Residents. The RCDD RV Parking Area is only for use by Residents, and only pursuant to the terms provided in this Section 5. Priority will be given to Riverwood Homeowners over Lessees.
- B. House Guests. A limited number of parking spaces will be provided without charge for House Guests of Residents for up to two weeks. Prior to using this guest parking, a registration form must be completed and filed with the RCDD site manager.

Section 5.3 Application and Renewal.

- A. Application. Residents must register for the RCDD RV Parking Area wait list on the Riverwood Amenities website (<https://www.riverwoodamenities.org/>) to be able to use the RCDD RV Parking Area. When an appropriate spot becomes available, the potential member will be notified by the RCDD Staff. Upon payment of the fees and processing of the documents, the Resident will be assigned a parking spot number for the vehicle.
- B. The RCDD Staff will maintain a wait list of Residents when the lot is full which will be sequenced by date of application. When a spot becomes available, it will be assigned to the first person on the list whose vehicle is of the appropriate size. Preference will be given to Homeowners over Lessees.
- C. Documents. Current registration and insurance shall be maintained for all vehicles, boats and trailers. Proof of same shall be required with the initial application and each annual renewal.
- D. Annual Renewal. A renewal notice will be sent via email by the RCDD staff to RCDD RV Parking Area users on November 1 of each year and the payment and documentation shall be due no later than December 31. Members not renewing will be asked to immediately remove their vehicles and the spot will be reassigned to the next appropriate vehicle on the RCDD RV Parking Area wait list. See Appendix C for current usage rates.

Section 5.4 Space Assignment. All spaces are assigned by the designated RCDD representative and are on a first come first served basis depending on vehicle size with Homeowners having priority over Lessees. The designated RCDD Representative will maintain a wait list. The RCDD reserves the right to reassign space numbers and relocate vehicles, boats and trailers as needed.

Section 5.5 Damage and Hold Harmless. The RCDD Board, the RCDD Staff, and their respective agents, employees and representatives, shall not be responsible or liable for any damage, theft, vandalism, accident, or other loss, arising from or in connection with

the use of the RCDD RV Parking Area. By utilizing the RCDD RV Parking Area, such users agree to indemnify and hold the RCDD, the RCDD Staff, and their respective agents, employees and representatives, harmless for any such acts.

Section 5.6 Restrictions.

- A. No other items or equipment may be stored in the rented space except the designated vehicle, trailer or boat.
- B. All vehicles, trailers and boats must be maintained in a clean, safe and operable condition. Rusted or rotten units, flat tires, broken glass, etc. are not permitted.
- C. Electricity is available for charging batteries overnight but not for consecutive nights. Use of electricity during daytime hours shall be limited to powering tools and equipment for maintenance. Daytime charging or other uses of electricity not provided herein shall not be permitted in the RCDD RV Parking Area.
- D. Canoe and Kayak Racks
 - 1. Canoes and kayaks shall be identified during registration by color, brand, numbering, or other identifying features.
 - 2. Canoes and kayaks must match description of the canoe or kayak registered
 - 3. Canoes and kayaks shall be safely secured or fastened to the rack.
 - 4. All the rules related to the RCDD RV Parking Area shall be applicable to the canoe and kayak racks.

Section 5.7 Enforcement. The provisions of this Section 5 shall be enforceable pursuant to the provisions of Section 4.20, and the Appeal Procedures provided therein. If the appeal is unsuccessful or if an appeal is not timely filed, the individual will have 14 calendar days from the date of notice of suspension or the date of the last appeal response by the RCDD, whichever is later, to remove the vehicle, trailer, or boat from the RCDD RV Parking Area. If it is not timely removed, the designated RCDD representative may apply a boot lock to the tire, have it removed at the expense of the individual or take any other lawful measures to obtain compliance. Should any amounts owed to the RCDD remain unpaid, should the RCDD incur any damages as a result of improper use of the RCDD RV Parking Area, or should the RCDD incur any costs in the enforcement of this Section 5, the District reserves the right to pursue any remedies it may have at law or equity, including the recovery of administrative costs, attorney's fees and court costs.

Section 6 BEACH CLUB RULES

Section 6.1 General. This Chapter sets forth the rules and fees for the use of the Riverwood Beach Club (the "Beach Club"), and is intended to supplement the provisions of Chapter 5.

Section 6.2 Membership. Beach Club membership shall be available to Homeowners on a first come, first served basis, subject to the fees and provisions of Appendix D. The maximum number of Beach Club memberships issued at any one time shall be 370. Beach

Club membership shall include all Household Members and will include up to 2 Beach Club gate access cards.

Section 6.2.1 Beach Club Wait List

When the Beach Club is at full membership, the RCDD Staff will maintain a wait list sequenced by the date payment was received. Homeowners wishing to join the Beach Club wait list shall register on the Riverwood Beach Club Website (<https://www.riverwoodbeachclub.org>), pay the applicable Wait List fee provided in Appendix D, which fee shall be non-refundable but shall be credited against the processing fee upon acceptance for membership. Beach Club wait list positions are not transferable. If a Beach Club wait list member moves out of Riverwood, the member will be deleted from the wait list. If a wait list member chooses not to accept the membership when offered, the member will be deleted from the wait list.

Section 6.3 Usage.

- A. The Beach Club shall only be used by Beach Club members and House Guests or Visitors who are accompanied by a Beach Club member. A Beach Club member may be accompanied by no more than 6 guests at any time. Beach Club members shall be present at all times and be responsible for the conduct of their guests. Beach Club members who allow non-members to utilize their entry card may have their Beach Club membership suspended.
- B. Smoking is not permitted on or near the Pavilion. The designated smoking area is near the gate.
- C. Pets are not allowed with the exception of registered service animals.
- D. No Lifeguard is on duty. Members and their guests swim at their own risk.
- E. Children under 12 must be supervised by an adult at all times at the Beach Club.
- F. If Beach Club member wishes his lessee to use the membership, the resident must complete an RCA lease notification form and pay a lease processing fee. The Resident must provide the lessee a copy of the Beach Club Rules and provide his gate pass. The Beach Club member shall not have use of his membership during the term of the lease. The Lessee must show identification and the lease agreement on entry.

Section 6.4 Transfer. A Beach Club member who sells their home may transfer the Beach Club membership to the purchaser, subject to applicable processing fee provided in Appendix D. In such cases, if the Beach Club membership is not transferred to the purchaser within 7 days of closing, the membership shall be terminated. A Beach Club member who leases their home may transfer the Beach Club membership to the Lessee for the term of the lease. A Beach Club member sells their home but purchases another Riverwood home may retain their membership providing they notify the Beach Club administrator within 7 days of their new address.

Section 6.5 Events. A Beach Club member may reserve a designated portion of the Beach Club facilities in advance, upon payment of the event fee provided in this Section 6. Events may be scheduled from 4:00 PM to 9:00 PM except on Holidays. The number of event guests is limited to 50 people. All events must be scheduled 30 days prior to the

event date. Events other than Riverwood Neighborhood events (clubs, family, or other groups) must be approved by the Beach Club Committee.

Section 6.6 Enforcement. The provisions of this Section 6 may be enforced in accordance with procedures described in Section 4.20.

Section 7 – VEHICLE ACCESS AND CAMPUS ACCESS ID BADGES

Section 7.1 General. As a convenience to the community, it is the policy of Riverwood to grant electronic barcode access to Homeowners and their Household Members, Long Term Lessees, Non-Resident Full Fee Payers, Non-resident Golf Club Members, and RCA/RCDD/Golf Club staff. All other House Guests, Visitors, Frequent Visitors, Short term Lessees, and Vendors will receive a paper pass with an expiration date. The GateHouse software system, including the GateHouse App, is available on the RCA website for Homeowners to register their visitors. The access control supervisor may be reached at (941) 764-6822.

This section sets forth the rules and fees for vehicle access to Riverwood, and is intended to supplement the provisions of Section 4.

Section 7.2 Definitions. See Section 4.2 for Definitions.

Section 7.3 Bar Codes.

Bar code holders will have automated entry access through all Riverwood gates. A maximum of five (5) bar codes will be issued per residential household. If a household needs more than five (5) bar codes, the Homeowner or Long-term Lessee may petition the RCDD for approval of additional bar codes based upon a demonstration of mitigating circumstances. The petition shall be heard by the Safety and Access Control Committee, who will make a recommendation to the RCDD Board for final determination. Bar code installation times will be posted at the guard house and at the RCDD Office. Bar codes shall not be transferred to any vehicle other than the one to which the bar code was assigned and installed.

The following classifications are eligible to receive a vehicle bar code:

- A. Homeowners/Residents.** Homeowners, after registering with the RCA will provide the access control supervisor with their ownership status and provide a vehicle registration for each vehicle they wish to have a bar code installed. A Homeowner may obtain a bar code for a commercial vehicle that is parked overnight at the Homeowner's property. The access control supervisor will validate information and install a barcode on the vehicle(s).
- B. Long-term Lessees/Residents.** The Homeowner must register the Long-term Lessees with the RCA. The Long-term Renter, after registering with the RCA, will obtain a barcode from the access control supervisor for each vehicle. The renter will provide the supervisor with a vehicle registration for each vehicle.

The Long-term Lessee must provide the current lease including lease duration dates. The access control supervisor will validate information and install a bar code on vehicle. The bar code will be deactivated on the day after the expiration date of the lease.

C. Non-Resident Full Fee Members and Golf Club Members. Non-resident Full Fee Members and Golf Club Members are eligible for a vehicle bar code during the term of their membership. Golf Club management and the RCA/RCDD management will provide the access control supervisor with a current list of their non-resident members including the current dates of their membership. The access control supervisor will validate the information and install bar code on the Non-Resident Full Fee Payer vehicle. Golf Club management or the RCA/RCDD management is responsible for verification and updating membership status.

D. Riverwood Staff. RCA/RCDD/Golf Club management shall make a request of the access control supervisor for each employee using email. The access control supervisor shall validate information and install a bar code on the vehicle. RCA/RCDD/Golf Club management shall notify the access control supervisor when employment of a staff member has been terminated.

Section 7.4 Frequent Guest Passes.

A Homeowner or Long-term Lessee will request access to Riverwood using the GateHouse software. The Frequent Visitor will be given a paper pass. A replacement pass will be issued if a Frequent Visitor pass is lost or damaged. A Homeowner or Long-term Renter may contact the safety and access supervisor to validate or remove a Frequent Guest from the list at any time. A Vendor is not eligible for a Frequent Visitor pass.

A Frequent Visitor pass does not enable automated entry into Riverwood through the automated gates. The Frequent Visitor shall still be required to enter Riverwood through the lane next to the gate house, and shall present the Frequent Visitor pass and proper identification to the gate house attendant.

Section 7.5 Vendor Passes.

Vendor passes will be issued for a period of up to ten days upon request of a Homeowner or Long-term Lessee through the GateHouse software. If there is a requirement for a longer period Vendor pass, the request will be made directly to the access control supervisor. For those Vendors who are performing daily services at Riverwood at various residences, a frequent Vendor list will be generated and maintained on the RCDD Website. The RCDD access control supervisor will generate the original list of vendors who meet the above requirements. Residents do not need to make a vendor request on the GateHouse software for vendors on this list. A vendor on this list will gain entry to Riverwood using the left-hand lane at the gate house. The Vendor will inform the gate house attendant of the first residence he/she will be servicing that day. The vendor will be given an entry pass. Any

Resident who believes one of his/her Vendors meets the requirements of this frequent Vendor list may contact the access control supervisor, who will determine if the vendor meets the requirements to be added to the list.

A Vendor pass does not enable automated entry into Riverwood through the automated gates. The Vendor is required to enter Riverwood through the left-hand lane to the gate house, and shall present the Vendor pass and proper identification to the gate house attendant.

Section 7.6 Short-term Lessee Passes.

The Homeowner must register his/her Short-term Lessee with the RCA. Once registered, the Short-term Lessee must present rental lease agreement with duration of lease to the access control supervisor at the gate house. Short-term Lessees will receive a paper pass and enter Riverwood through the left lane next to the gate house. Pass and proper identification must be presented each time to gate attendant for access into Riverwood. If pass is lost or worn out, the Short-term Lessee may show identification and inform the gate attendant that he/she is a Short-term Lessee. On-duty gate attendant will reprint a new paper pass. Passes will expire the day after the end of the lease agreement.

Section 7.7 Daily Guest Passes.

A Homeowner or Long-Term Lessee may register his/her guest using the GateHouse software system located on the Riverwood website. If you have forgotten your user login or password, please contact the access and control supervisor. Other persons seeking access to the community will be issued a guest pass upon providing proper identification and intended purpose. Gate house attendants will report suspicious behavior to the Charlotte County Sheriff's Office.

Section 7.8 Homeowners/Long-term Lessees with a Rental Car.

Homeowners or Long-term Lessees with a rental car must present the rental car lease to the Access Control Supervisor. The Access Control Supervisor will issue a bar code "placard" to hang from the rear view mirror. The placard will be activated for the length of the rental car lease period. The placard must be held up, facing the bar code reader, to activate both front and back resident entry gates. The bar code reader is able to scan the placard held by the driver or the passenger. The placard must be returned to the guard house after the rental car lease period has expired.

Section 7.9 Campus Access ID Badges

The RCDD may limit access to certain Riverwood Campus amenities by use of access control mechanisms. The purpose of these access control mechanisms is to ensure that these amenities are available for the Home Owners and their properly designated House

Guests. A properly issued Riverwood Access Control ID Badge is required to gain access to these amenities.

Riverwood Access Control Identification Badges are authorized for all Residents and Non-Resident Full Fee Paying members. Residents and Non-Resident Full Fee Paying members may obtain their ID Badges from the access control supervisor during posted hours at the gate house. Residents may accompany their guests on Campus or may allow House Guests 18 years of age and older to use the ID Badges without accompanying them on campus. Riverwood Access Control Identification Badges may not be given to a visitor for use without accompaniment by the Resident. Such an act will be considered a violation and subject to deactivation of the ID Badge.

Section 7.10 Violations

Violation of these access control rules may result in deactivation of the bar code and/or ID Badge as per Section 4.20. Any bar code that has been altered or transferred in violation of these rules will be deactivated immediately.

APPENDIX A WATER AND SEWER RATES, FEES, AND CHARGES.

Section A.1 Definitions: All Definitions in Section 3 apply to this section as well as these additional definitions:

A. Class of Service:

1. Residential Service. Service to a residential dwelling including single family, multi-family, mobile homes, RV Pads, and all other types of residential dwellings.
2. Commercial /Non-residential Service. Any Service not covered by the residential service described herein. This type of service shall include, but is not limited to the following: Pool/cabana areas, activity/recreational centers, dump stations, maintenance facilities, commercial facilities, and recreational facilities.

B. Standby Fees. Fees charged to an owner of Undeveloped Property for the purpose of guaranteeing the availability of sewer service in the future.

C. Base Facility Charge. The portion of the monthly charge to each consumer which is fixed and designed to provide consistent cash flow and operating stability for the District. Base Facility Charges shall be based upon the Equalization Factors defined in Paragraph M herein.

D. Usage Charge. The portion of the monthly charge to each customer which is based on metered consumption or use.

E. Sewer Connection Fees. A one-time Sewer Connection Fee is charged when Undeveloped Property is connected to sewer service. For purposes of calculating the Sewer Connection Fee only, each single-family residential dwelling unit equals 1.0 Equivalent Residential Connection ("ERC"), each mobile home, recreational vehicle or mobile home pad unit equals 0.97 of an ERC, each multi-family residential dwelling unit equals 0.82 of an ERC, and each 1,000 square feet of commercial usage equals 0.267 of an ERC.

F. Meter Size. When a fee or charge is dependent upon Meter Size, the District shall attempt to determine the size of the meter at the point of delivery. If no meter is available, the District shall attempt to determine the size of the service line at the point of delivery. If the service line is inaccessible at the point of delivery, the District shall estimate the size of the service line at the point of delivery.

G. Equalization Factors. The following Equalization Factors shall be used to calculate Base Facility Charges for water and sewer service:

<u>Class of Service</u>	<u>Meter Size</u>	<u>Equalization Factor</u>	
		Sewer	Water
Single Family Residential	All	1.00	1.00
Commercial/Non-residential Service			
	5/8"x3/4"	1	1
	1"	3	3
	1 1/2"	5	5
	2"	8	8
	3"	16	16
	4"	25	25
	6"	50	50
	8"	80	80

Section A.2 Sewer Service Rates (Monthly).

A. Residential Service:

Base Facility Charge: All Meter Sizes: \$46.30

B. Commercial/Non-residential Service:

Base Facility Charge based on Meter Size (Inches)

5/8"x3/4"	\$46.30
1"	\$138.90
1 1/2"	\$231.50
2"	\$370.40
3"	\$740.80
4"	\$1,157.50
6"	\$2,315.00
8"	\$3,704.00

C. Standby Fee:

Per unit \$15.86

D. Standby Fee: One ERC = \$1,720.00

Sewer Connection Fee per Single Family Unit:	\$2,500.00
Sewer Connection Fee per RV/Mobile Home:	\$2,500.00
Sewer Connection Fee per Multi-Family Unit:	\$2,500.00
Sewer Connection Fee per 1,000 sq. ft. of Commercial:	\$2,500.00

Section A.3 Potable Water Service Rates (Monthly):

A. Residential Service:

Base Facility Charge \$28.35 (Per Residential Unit)
(Includes \$5.00 Water Quality Fee)

Usage Charge Per 1,000 Gallons:

0 – 5,999 gallons	\$5.00
6,000 – 10,999 gallons	\$5.29
11,000 or more	\$6.16

B. Commercial/Non-residential Service:

Base Facility Charge based on Meter Size (Inches)
(Includes \$5.00 Water Quality Fee)

5/8"x3/4"	\$28.25
1"	\$66.94
1 1/2"	\$108.23
2"	\$170.17
3"	\$335.33
4"	\$521.14
6"	\$1,037.29
8"	\$1,656.66

Usage Charges Per 1,000 Gallons

0 – 5,999 gallons	\$5.00
6,000 – 10,999 gallons	\$5.29
11,000 or more	\$6.16

C. Initial Installation Fee: \$35.00

D. Meter Installation Fee:

5/8" x 3/4" Meter:	\$220.00
Larger than 5/8" x 3/4" Meter:	\$220.00 Plus Cost of Meter

E. Backflow Preventer Assembly (BFP) Charges:

New installation

(includes materials, permitting and certification): \$305.00

Biennial recertification with or without repairs:

Consumer will be charged actual cost of Recertification and Repairs

Section A.4. Reclaimed Water Service Rates (Monthly)

A. Residential Service:

Base Facility Charge: \$15.00 (Per Residential Unit)

Section A.5 Miscellaneous Fees and Charges

<u>Fee Description</u>	<u>Charge</u>
Deposit	\$300.00
Disconnect & Reconnect	\$ 50.00
Disconnect & Reconnect, if after normal hours	\$ 75.00
Account Activation Fee	\$ 50.00
Delinquent Payment Fee	1.5% per month*
<u>Returned Check Fee:</u>	
Check value of \$50 or less	\$ 25.00
Check value of \$50.01 through \$300	\$ 30.00
Check value of \$300.01 or more value, whichever is greater	\$ 40.00 or 5% of check
<u>Meter Re-Read:</u>	
First Re-Read	\$20
Each subsequent re-read within a 6-month period	\$40

*The Delinquent Payment Fee percentage shall be charged each month and compounded until the full unpaid balance has been paid.

APPENDIX B CAMPUS FEE SCHEDULE.

A. Non-Resident User Fees (Non-Refundable).

1. User fees are due no later than January 1 of each year, cover the period January 1 through December 31, shall not be prorated for less than the full year, and once paid, shall not be refunded. However, proration may be permitted for new members, providing the prorate share of the current year fees and the following year fees are paid in a lump sum at the time of application.
2. Payers (Full & Limited) limited to 20 people.
3. The following fees are currently in effect. Florida sales tax will be added to the amount:

<u>Full Fee Payers Effective 3/1/2021</u>	<u>2022</u>	<u>2023</u>
Annual Fee/Self & one Household member	\$4,000	\$4,000
Annual for Additional Household Members (each)	\$500	\$500

Limited Fee Payers: Annual Fee-Tennis & Croquet

** This fee is only for existing members. Category no longer available to new members	<u>2022</u>	<u>2023</u>
Annual Fee/Self	\$825	\$825
Annual Fee/Self & one Household member	\$1,125	\$1,125

B. Facility Fees (Non-Refundable) Sales tax will be added

Setup/Takedown Fees for Full Member Private Events:
Activity Center – one third of building: \$75

Activity Center – entire building \$200
 Canopy Area: \$50
 Tiki Bar Area: \$25
 Refundable Damage/Cleaning Deposit: \$250 per event

C. Replacement Riverwood Campus Access ID Badge (non-refundable)
 (Sales tax will be added)

	<u>2022</u>	<u>2023</u>
Replacement ID Badge Fee	\$25	\$25
Rental Unit ID Badge Fee	\$25	\$25
(A previously purchased badge may be reactivated at no charge)		

D. Dog Park Fees
(Dog Park Fees are not prorated and are non-refundable)

<u>Dog Park Fees</u>	<u>2022</u>	<u>2023</u>
(not including Sales Tax)		
Dog Park Annual Fee (2 dog limit)	\$20	\$20
Dog Park House Guess Fee (weekly)	\$ 5	\$ 5
(up to a \$20 limit)		

APPENDIX C RV PARKING AREA USAGE FEE SCHEDULE.

The following annual usage fees for the RCDD RV Parking Area shall be paid no later than January 1. All RCDD RV Parking Area Fees are non-refundable and Florida Sales tax will be added. Should the initial usage commence after January 1, the Annual Fee required shall be prorated for the number of months remaining from the time of application through December of that year. Residents whose payments have not been received by January 1 will lose their parking spot and the spot will be offered to the next person on the Wait List.

Non-refundable Annual usage fees for trailers, boats, vehicles and RV's may be paid by credit card on the Riverwood Amenities website (<https://www.riverwoodamenities.org/>) or by check and delivered to the RCDD Office prior to December 31 each year.

<u>VEHICLE</u>	<u>ANNUAL FEE (not including Sales Tax)</u>
Small Vehicle (Under 23 FT)	\$300
Medium Vehicle (23 FT to 30 FT)	\$500
Large Vehicle (Over 30 FT)	\$700
Canoe or Kayak in Rack	\$100

APPENDIX D BEACH CLUB FEE SCHEDULE.

The following fees shall apply to use of the Beach Club. The processing fee shall apply to all new Beach Club members, and annual membership fee payments shall be received prior to January 1. Members whose payments have not been received on January 1 will have their membership cancelled and their gate access cards inactivated. Should Beach Club membership commence after January 1, the annual membership fee shall be prorated based on the number of months remaining in the calendar year. All Beach Club fees are non-refundable and Florida Sales tax will be added. Beach Club fees may be paid by Credit Card on the Riverwood Beach Club website (<https://www.riverwoodbeachclub.org>) or may be paid by check delivered to the RCDD Office.

Beach Club Fees: (not including Florida Sales tax)

Annual Membership Fee	\$400.00
Wait List Fee	\$ 50.00
Event Fee	\$100.00
Processing Fee	\$100.00
Replacement Gate Pass Card	\$ 25.00

APPENDIX E COPIES OF PUBLIC RECORDS FEE SCHEDULE.

The Records Custodian, or his or her designee, shall furnish copies of public records upon prior payment of the following fees:

1. \$0.15 per one-sided copy for duplicated copies of not more than 14" by 8.5".
2. \$0.20 per two-sided copy for duplicated copies of not more than 14" by 8.5".
3. \$1.00 per certified copy not more than 14" by 8.5".
4. For all other copies, the actual cost of duplication.

Special Service Charge

If the nature or volume of the public records requested to be inspected or copied is such as would require more than 15 minutes of staff time to fulfill the request or supervise the inspection, the Records Custodian may charge, in addition to any copying fees, a special service charge. The special service charge shall be the actual hourly cost to the District for the staff member performing the clerical or supervisory assistance. If the nature of the request is such that legal review time in excess of 15 minutes is required, the Records Custodian may charge the requestor for the actual cost to the District for legal fees incurred in the review.

5A

RESOLUTION 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING THE RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT RULES, INCLUDING AMENDMENTS TO RULES RELATING TO BIDDING, PROCUREMENT, RIVERWOOD CAMPUS, MEMBERSHIPS, RIVERWOOD FACILITIES, RECREATIONAL VEHICLE PARKING AREA, BEACH CLUB, VEHICLE ACCESS AND CAMPUS ACCESS ID BADGES, AND FEES AND CHARGES; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Riverwood Community Development District (“District”) is authorized, pursuant to Section 190.012(3), *Florida Statutes*, to adopt and enforce appropriate rules following the procedures of Chapter 120, *Florida Statutes*, in connection with the provision of one or more services through its systems and facilities; and

WHEREAS, the District is authorized, pursuant to Section 190.011(10), *Florida Statutes*, to raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law; and

WHEREAS, the District is authorized, pursuant to Section 190.035, *Florida Statutes*, to prescribe, fix, establish, and collect rates, fees, rentals, or other charges, hereinafter sometimes referred to as “revenues,” and to revise the same from time to time, for the facilities and services furnished by the district, within the limits of the district, including, but not limited to, recreational facilities, water management and control facilities, and water and sewer systems; to recover the costs of making connection with any district facility or system; and to provide for reasonable penalties against any user or property for any such rates, fees, rentals, or other charges that are delinquent; and

WHEREAS, the District held a duly noticed public hearing on October 19, 2021, to consider the proposed amendments to the rules, and to hear comments and objections from the public; and

WHEREAS, the District has determined that the proposed rules and fees are just and reasonable and serve the best interests of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT, CHARLOTTE COUNTY FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as finds of fact.

Section 2. Amended Rule Language. The Rules are hereby amended and restated in their entirety as provided in the attached Exhibit "A."

Section 3. This Resolution shall repeal and replace all prior resolutions in conflict herewith.

Section 4. This Resolution and the amendments provided herein shall become effective upon adoption.

PASSED AND DULY ADOPTED by the Riverwood Community Development District Board of Supervisors on this _____ day of _____, 2021.

**RIVERWOOD COMMUNITY DEVELOPMENT
DISTRICT BOARD OF SUPERVISORS**

By:_____
Mike Spillane, Chair

Attest:_____
_____, Secretary

Ninth Order of Business

9A

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Motion: Assigning Fund Balance / Reserves as of 9/30/21

The Board hereby assigns the FY 2021 Reserves as follows:

General Fund

Operating Reserve	\$268,093
Reserves-Settlement	\$250,097
Reserves-Ponds	\$205,102
Reserves-Recreational Facilities	\$352,918
Reserves-Roadways	\$844,544
Reserves-RV Park	<u>\$61,676</u>
Total General Fund	\$1,982,430

Beach Club Fund

Reserves-Beach Club	<u>\$67,576</u>
Total Beach Club Fund	\$67,576

Enterprise Fund

Reserves-Emergency	\$240,667
Reserves-Sewer System	\$1,020,753
Reserves-Water System	\$681,232
Reserves-Irrigation System	<u>\$117,327</u>
Total Enterprise Fund	\$2,059,979

9B

From: Racquel McIntosh <RMcIntosh@graucpa.com>
Sent: Friday, October 1, 2021 1:43 PM
To: Easy, Trumaine <Trumaine.Easy@inframark.com>
Cc: Bloom, Stephen <stephen.bloom@inframark.com>; Faircloth, Justin <justin.faircloth@inframark.com>; Wilson, Erika <Erika.Wilson@inframark.com>
Subject: RE: Riverwood FY2021 Audit Fee

Hi Trumaine,

Yes I understand it is a significant increase. The lowest we can go is \$18,000.

Thanks

*Racquel McIntosh CPA**
Audit Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, FL 33431
561-939-6669 Direct
561-994-5823 Fax

* Regulated by the State of Florida

From: Easy, Trumaine <Trumaine.Easy@inframark.com>
Sent: Thursday, September 30, 2021 4:11 PM
To: Racquel McIntosh <RMcIntosh@graucpa.com>
Cc: Bloom, Stephen <stephen.bloom@inframark.com>; Faircloth, Justin <justin.faircloth@inframark.com>; Wilson, Erika <Erika.Wilson@inframark.com>
Subject: Riverwood FY2021 Audit Fee

Hey Racquel,

I spoke to the district manager for Riverwood. I wanted to follow-up on our discussion. The contracted fee for FY2021 audit was \$10,000; however, you proposed a fee for \$20,000. There is a strong chance that the board will decide to go out for RFP because of the major increase in the fee. Please let us know if you are still set on the \$10,000 increase (proposed fee of \$20,000) or we can negotiate a lower fee.

Best Regards,

Trumaine Easy, CPA | Director of Accounting



210 N. University Drive, Suite 702 | Coral Springs, FL 33071
(O) 954- 629-7431 | www.inframarkims.com

AUDITOR SELECTION EVALUATION CRITERIA

1. Ability of Personnel. (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing workload; proposed staffing levels, etc.)

2. Proposer's Experience. (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required (E.g., the existence of any natural disaster plan for business operations).

5 Price. (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2021
Charlotte County, Florida**

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than _____ a.m. on _____ at the offices of the District Manager, located at 210 North University Drive, Suite 702, Coral Springs, FL 33071. Proposals will be publicly opened at that time.

SECTION 2. FAMILIARITY WITH THE LAW. By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

SECTION 3. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 5. SUBMISSION OF PROPOSAL. Submit seven (7) copies of the Proposal documents as well as one (1) electronic copy on a flash drive and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title “Auditing Services –Riverwood Community Development District” on the face of it.

SECTION 6. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

SECTION 7. PROPOSAL DOCUMENTS. The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the “Proposal Documents”).

SECTION 8. PROPOSAL. In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

SECTION 9. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

SECTION 10. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

SECTION 11. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

SECTION 12. MISCELLANEOUS. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal
- E. Must perform the audit fieldwork at the office where the District records are maintained.

SECTION 13. PROTESTS. Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

SECTION 14. EVALUATION OF PROPOSALS. The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

Twelfth Order of Business

12B

From: jmercer riverwoodcdd.org <jmercer@riverwoodcdd.org>

Sent: Friday, October 1, 2021 10:31 AM

To: Faircloth, Justin <justin.faircloth@inframark.com>; Scott Rudacille <srudacille@blalockwalters.com>

Cc: Isyrek riverwoodcdd.org <Isyrek@riverwoodcdd.org>; mspillane riverwoodcdd.org <mspillane@riverwoodcdd.org>; dmyhrberg riverwoodcdd.org <dmyhrberg@riverwoodcdd.org>; Denny Knaub <dknaub@riverwoodcdd.org>; jmartone riverwoodcdd.org <jmartone@riverwoodcdd.org>

Subject: Agenda Item - 10/19/2021

Justin,

Centex has identified property (currently owned by them) inside Osprey Landing (see attachment). They would like to transfer their ownership of this property to the CDD. Can you please have this item added to the agenda for discussion at our next board meeting.

The RCA and their attorney may have additional information; as they, too, have property in this situation.

Regards,
J Mercer



CHARLOTTE COUNTY PROPERTY APPRAISER PAUL L. POLK, CFA, AAS, RES

TAX ASSESSOR 1921-1976
PROPERTY APPRAISER 1976-PRESENT

Real Property Information for 402121306001 for the 2021 Tax Roll

The Charlotte County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. If a discrepancy is discovered in your property's records, or those of another, please bring it to our attention immediately.

Owner:

CENTEX HOMES
24311 WALDEN CENTER DR STE 300
BONITA SPRINGS, FL 34134

Ownership current through: 8/12/2021

Property Location:

Property Address:

Property City & Zip:

Business Name:

General Parcel Information

Taxing District:

109

Current Use:

UTILITY, GAS AND ELECTRICITY, TELEPHONE AND TELEGRAPH, LOCALLY ASSESSED
RAILROADS, WATER AND SEWER SERVICE, PIPELINES, CANALS, RADIO/TELEVISION
COMMUNICATION

Future Land Use (Comp. Plan):

DRI Mixed Use

Zoning Code:

PD

Market Area / Neighborhood / Subneighborhood:

01/13/00

Map Number:

3A21S

Section/Township/Range:

21-40-21

SOH Base Year:

Waterfront:

NO

Sales Information

Date	Book/Page	Instrument Number	Selling Price	Sales code	Qualification/Disqualification Code
12/1/1998	<u>1662/1577</u>	<u>608239</u>		VACANT	
12/1/1998	<u>1662/1593</u>	<u>608240</u>		VACANT	
12/1/1998	<u>1662/1596</u>	<u>608241</u>	\$100	VACANT	

Click on the book/page or the instrument number to view transaction document images on the Clerk of the Circuit Court's web site.

Click on Qualification/Disqualification Code for a description of the code. Codes are not available prior to 2003.

FEMA Flood Zone (Effective 5/5/2003)

Firm Panel	Floodway	SFHA	Flood Zone	FIPS	COBRA	Community	Base Flood Elevation (ft.)	Letter of Map Revision (LOMR)
0201F	OUT	IN	8AE	12015C	COBRA OUT	120061	8	

*If parcel has more than 1 flood zone, refer to the flood maps available on the GIS web site by clicking on View Map below.

Flood term definitions.

For more information, please contact Building Construction Services at 941-743-1201.

Preliminary 2021 Value Summary

Approach	Land	Land Improvements	Building	Damage	Total
Cost Approach					N/A
Income Approach					N/A
Market Approach	\$12				\$12
Classified Value					N/A

2021 Preliminary Tax Roll Values, as of January 1, 2021

*Preliminary values within this box are NOT certified (final) values. Consequently, they can change periodically as records are updated. Notices of Proposed Property Taxes (TRIM Notice) are typically mailed mid-August and final values certified mid-October.

Value	County	City	School	Other
Preliminary Just Value (<u>Just Value reflects 193.011 adjustment.</u>);	\$10	\$10	\$10	\$10
Preliminary Assessed Value:	\$10	\$10	\$10	\$10
Preliminary Taxable Value:	\$10	\$10	\$10	\$10

Land Information

Line	Description	Land Use	Zoning	Unit Type	Units	Depth	Table/ Factor	Acreage
1	OPL 000 0000 00TP	9100	<u>PD</u>	LOT	1	0		0

Land Value may be adjusted due to scrub jay habitat. You can access [the Board of County Commissioner's website](#) to determine if this parcel is within scrub jay habitat. For more information on scrub jay habitat whith Charlotte County, see the [County's Natural Resources web site](#).

Legal Description:

Short Legal: OPL 000 0000 00TP	Long Legal: OSPREY LANDING TRACT P 0.18 AC. (LANDSCAPE & UTILITY) AFF1542/1172 1662/1577 1662/1593 1662/1596
---	---

Data Last Updated: 9/1/2021- Printed On: 9/1/2021.

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Map Layout



September 1, 2021

Property Ownership



Override 1



City of Punta Gorda Boundary

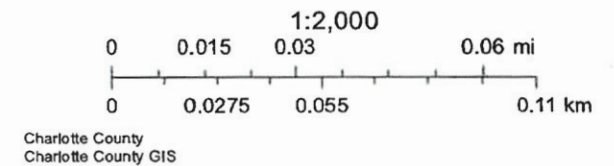


Property Ownership



Lots

402121306001





Vickie L. Potts
CHARLOTTE COUNTY TAX COLLECTOR

County Administration Building
 18500 Murdock Circle
 Port Charlotte, FL 33948-1075

REAL ESTATE
 Property Address
 Legal Description

10005939405
 UNKNOWN
 OPL 000 0000 00TP OSPREY LANDING TRACT P 0.18 AC.
 (LANDSCAPE & UTILITY) AFF1542/
 See Additional Legal on Tax Roll

CHARLOTTE COUNTY
2020 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

WALK-IN CUSTOMERS
PLEASE BRING THIS ENTIRE NOTICE

CENTEX HOMES
 24311 WALDEN CENTER DR
 STE 300
 BONITA SPRINGS, FL 34134

Parcel ID: 402121306001

Tax District: 109

Face: 63.83	Cert #2356	If Received By	Sep 30, 2021	Oct 29, 2021	Nov 30, 2021
Rate: 18%	Bidder #2979764	Please Pay	\$73.91	\$74.87	\$75.82

Ad Valorem Taxes

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
CHARLOTTE COUNTY	941-743-1551	6.30070	10	0	10	0.06
GREATER CHARLOTTE LIGHTING	941-743-1551	0.32500	10	0	10	0.00
LAW ENFORCEMENT	941-743-1551	2.58550	10	0	10	0.03
WEST COAST INLAND NAVIGATION	941-485-9402	0.03940	10	0	10	0.00
ENVIRONMENTALLY SENSITIVE LANDS	941-743-1551	0.20000	10	0	10	0.00
CHARLOTTE COUNTY SCHOOL BOARD	941-255-0808	6.95200	10	0	10	0.07
SOUTHWEST FL WATER MANAGEMENT	352-796-7211	0.26690	10	0	10	0.00

TOTAL MILLAGE RATE 16.66950

TOTAL TAXES: \$0.16

Non-Ad Valorem Assessments

LEVYING AUTHORITY	TELEPHONE	RATE (\$ per unit)	AMOUNT
RIVERWOOD DEVELOPMENT-C	954-603-0034	VARIES	0.00
CHARLOTTE CO FIRE RESCUE DEPT	941-743-1914	VARIES	0.28
RIVERWOOD DEVELOPMENT-M	954-603-0034	VARIES	0.00
MID-CHARLOTTE STORMWATER UTIL	941-743-1914	VARIES	16.88

TOTAL ASSESSMENTS: \$17.16

TOTAL COMBINED TAXES AND ASSESSMENTS: \$17.32

For additional information please see reverse side * Save Time - Pay Online at <http://taxcollector.charlottecountyfl.gov> * Email: taxcollector@charlottecountyfl.gov

CHARLOTTE COUNTY

10005939405

2020 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

Make checks payable to: Charlotte County Tax Collector

CANADIAN & FOREIGN CHECKS MUST BE PAYABLE IN U.S. FUNDS
 & DRAWN ON A U.S. BANK *DO NOT SEND CASH*

Mail Payments to: 18500 Murdock Circle
 Port Charlotte FL 33948
 Telephone: 941-743-1350

Parcel ID: 402121306001
Owner Information: CENTEX HOMES
 24311 WALDEN CENTER DR
 STE 300
 BONITA SPRINGS, FL 34134

Property Address: UNKNOWN

I am paying the following amount indicated.*

<input type="checkbox"/> Cert #2356	Bidder #2979764
<input type="checkbox"/> If Received By	Please Pay
<input type="checkbox"/> Sep 30, 2021	\$73.91
<input type="checkbox"/> Oct 29, 2021	\$74.87
<input type="checkbox"/> Nov 30, 2021	\$75.82

TAXES BECOME DELINQUENT APRIL 1 - ADD 3%.

Notice: Failure to pay the amounts due will result in Advertising
 and a Tax Certificate being issued against the property.

*****PLEASE DO NOT WRITE BELOW THIS AREA*****

From: Scott Rudacille <srudacille@blalockwalters.com>
Sent: Thursday, August 26, 2021 6:21 PM
To: Denny Knaub <dknaub@riverwoodcdd.org>; Isyrek riverwoodcdd.org <Isyrek@riverwoodcdd.org>; mspillane riverwoodcdd.org <mspillane@riverwoodcdd.org>; dmyhrberg riverwoodcdd.org <dmyhrberg@riverwoodcdd.org>; 'Jim Martone' <jmartone@riverwoodcdd.org>
Cc: Faircloth, Justin <justin.faircloth@inframark.com>; jmercer riverwoodcdd.org <jmercer@riverwoodcdd.org>
Subject: FW: Riverwood CDD - Parcel Nos. 402129208002, 402129207005, and 402121306001

Supervisors, I wanted to make you aware that Centex has reached out about transferring some remnant parcels they have remaining in Riverwood. You can see the discussion below along with aerials of the tracts being discussed. There is nothing that needs to be done at this time, as we are still reviewing with them, but I wanted you to be aware of it. I will keep you updated, but feel free to reach out to me if you have any questions.

Scott

Scott E. Rudacille



802 11th Street West | Bradenton, FL 34205
2 North Tamiami Trail, #400 | Sarasota, FL 34236

Office 941.748.0100 | Facsimile 941.745.2093
srudacille@blalockwalters.com

To ensure compliance with Treasury Department regulations, we advise you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

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

From: Scott Rudacille <srudacille@blalockwalters.com>
Sent: Thursday, August 26, 2021 6:17 PM
To: Kathleen Hugo <khugo@deanmead.com>
Cc: David P. Barker <dbarker@deanmead.com>; Christy Hunter <CHunter@deanmead.com>
Subject: RE: Riverwood CDD - Parcel Nos. 402129208002, 402129207005, and 402121306001

Kathleen,

Parcel 402121306001 appears to make sense to be transferred to the CDD. The CDD appears to own the continuation of that parcel as well as the adjoining ROW parcel.



Parcels 402129208002 and 402129207005 I do have some questions about. It appears to be a 5' strip running between the Tarpon Harbor II at Myakka Pointe condo and the County ROW. The CDD does not appear to own any adjacent lands or have any real access to this strip. The RCA does own the Preserve 4 (P4) and Lake 2 (L2) shown below, so I would think those parcels may be more appropriately conveyed to the RCA and/or the Tarpon Harbor II condo assoc.



I also noted that Centex owns another 5' strip further west within Tarpon Harbor II (Parcel 402129205001, see below). That parcel does appear to adjoin a CDD preserve area for at least part of the strip. However, other portions adjoin the Tarpon Harbor II condo and a couple of stand-alone platted lots in private ownership.

As a side note, I would love to know the history of why this 5' strip was reserved when Tarpon Harbor II was built.



Scott E. Rudacille



802 11th Street West | Bradenton, FL 34205
2 North Tamiami Trail, #400 | Sarasota, FL 34236

Office 941.748.0100 | Facsimile 941.745.2093
srudacille@blalockwalters.com

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From: Kathleen Hugo <khugo@deanmead.com>

Sent: Monday, August 23, 2021 4:29 PM

To: Scott Rudacille <srudacille@blalockwalters.com>

Cc: David P. Barker <dbarker@deanmead.com>; Christy Hunter <CHunter@deanmead.com>

Subject: Riverwood CDD - Parcel Nos. 402129208002, 402129207005, and 402121306001

Mr. Rudacille,

I represent Centex Homes and I am contacting you regarding the Riverwood Community Development District. Centex owns the following parcels of land located in Charlotte County: Parcel Nos. 402129208002, 402129207005, and 402121306001, which are adjacent to tracts owned by the CDD. We believe the CDD should own these parcels and so we have prepared the attached Deed for your review. Please let us know if the CDD approves of the Deed and we will record the same with the County. Please feel free to contact me if you have any questions.

Thank you,
Kathleen



www.deanmead.com

Kathleen Hugo
Attorney at Law

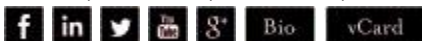
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