

Riverwood Community Development District

DECEMBER 21, 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

December 14, 2021

Board of Supervisors
Riverwood Community
Development District

Dear Board Members:

The meeting of the Board of Supervisors will be held on Tuesday, December 21, 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 December 21, 2021 Agenda
3. Audience Comments on Agenda Items
4. Approval of Consent Agenda
 - A. Approval of the Minutes of November 16, 2021 Meeting
 - B. Acceptance of the Financial Statements and Check Registers, November 2021
5. On-Site Manager's Report
 - A. Campus Projects Update
 - B. RV Expansion Update
 - C. Grand Vista Road Dedication Analysis
6. Monthly Client Report
7. Safety and Access Control Supervisor Report
8. Manager's Report
9. Attorney's Report
 - A. Vizcaya Lakes Update
 - B. Vizcaya Lakes Billing Discussion
10. Old Business
 - A. Johnson Engineering Stormwater Management Needs Analysis Proposal
 - B. Wastewater Needs Analysis Report Discussion
 - C. Mr. Bazinet Request for Additional Interest Refund Discussion
 - D. Giannetti Contracting Corporation 60 Day Contract Extension Request
 - E. DMK Pump Stations and Chlorine Injector Recommendation Discussion
11. New Business
 - A. MuniBilling Proposed Contract Discussion
 - B. Approved Vendor List Discussion
 - C. Consideration of Water Werks, Inc. Quote #1716

12. 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

13. Organizational Matters

- A. Consideration of Resignation of Mr. Martone
- B. Consideration of Filling Vacancy of Seat 2
- C. Oath of Office for Newly Appointed Supervisor
- D. Designation of Officers, Resolution 2022-02

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, November 16, 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	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Scott Rudacille	District Counsel
John Mercer	On-Site Manager
Ron Lesinski	Safety & Access Control Supervisor
Ben Griffin	Inframark
Representatives from U.S. Water and Florida Utility Solutions	
Various Residents	

The following is a summary of the minutes and actions taken at the November 16, 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.

SECOND ORDER OF BUSINESS

Approval of the November 16, 2021 Agenda

- Mr. Faircloth asked if there were any additions or changes to the agenda. There being none,

On MOTION by Mr. Knaub seconded by Mr. Martone with all in favor the agenda was approved as presented. 5-0

THIRD ORDER OF BUSINESS**Audience Comments on Agenda Items**

- No audience comments were received.

FOURTH ORDER OF BUSINESS**Approval of Consent Agenda****A. Approval of the Minutes of October 19, 2021 Meeting****B. Acceptance of the Financial Statements and Check Registers, October 2021**

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

FIFTH ORDER OF BUSINESS**On-Site Manager's Report**

- Mr. Mercer provided an update on the bathroom repairs and the swimming pool lighting report.

On MOTION by Mr. Knaub seconded by Mr. Myhrberg with all in favor the Board authorized Mr. Mercer to proceed and increase the lighting at the pool in the amount no to exceed \$20,000 was approved. 5-0

- Mr. Mercer updated the Board on the drainage improvements for the pickleball courts and the Phase I RV expansion project.
 - The residents were provided the opportunity to speak on the Phase I RV expansion project and several residents provided their comments to the Board on the project.

On VOICE vote with Mr. Knaub, Mr. Myhrberg, Ms. Syrek and Mr. Spillane voting AYE and Mr. Martone voting NAY authorizing Mr. Mercer to proceed with Phase I of the RV expansion project in the amount not to exceed \$115,00 was approved. 4-1

SIXTH ORDER OF BUSINESS**Monthly Client Report**

- Mr. Griffin presented his report to the Board and answered questions.

- Mr. Mercer commented about a resident inquiry regarding a boil water notice during a low-pressure period.
- Mr. Griffin explained the parameters of when a boil water notice would need to be issued.
- Mr. Knaub inquired about the chlorine usage with Mr. Griffin confirming that the chlorine is used for treating the reuse water.

SEVENTH ORDER OF BUSINESS**Safety and Access Control
Supervisor Report**

- Mr. Lesinski provided updates to the Board commenting on the app usage, irrigation issues with equipment, new camera/equipment installation, communication issues at the gatehouse with the internet, and guard safety.
- Mr. Knaub noted the rules allow for restriction of access and requested Mr. Rudacille to look at the rules to confirm how the Board can deactivate bar codes should the need arise.
- Mr. Knaub requested Mr. Lesinski file a report and provide it to Mr. Mercer should another unruly incident occur with staff.

EIGHTH ORDER OF BUSINESS**Manager's Report**

- Mr. Faircloth noted the termination letter for operations of the plant had been sent to Inframark, and the rules as well as the Committee list had been updated as requested. He notified the Board a refund will be issued to a resident in the amount of \$597.61 as a result of a public hearing contesting utility charges due to an overbilling issue.
- Mr. Rudacille confirmed RCDD management may suspend rights or privileges with the signature of a CDD Supervisor.
- Mr. Faircloth noted he also worked with Mr. Rudacille on issues with Vizcaya Lakes.

NINTH ORDER OF BUSINESS**Attorney's Report****A. Centex Land Transfer Request Update**

On MOTION by Mr. Knaub seconded by Ms. Syrek with all in favor acceptance of the deed from Centex Homes for parcel 402121306001 was approved. 5-0

- Mr. Rudacille noted he was informed the RCA would be taking the other three parcels in question belonging to Centex.

TENTH ORDER OF BUSINESS**Old Business****A. Operations Contract RFP Bid Results Discussion**

- Mr. Martone noted the Sewer Committee recommends the District award the operations contract to Florida Utility Solutions as the lowest qualified bidder.

On MOTION by Mr. Martone seconded by Mr. Myhrberg with all in favor awarding the operations contract to Florida Utility Solutions was approved. 5-0

- Mr. Spillane noted the annual cost presently proposed is \$413,716, but may change during contract negotiations.
- Mr. Rudacille recommended the motion be amended to select Florida Utility Solution as the winning bidder and authorize Mr. Martone to negotiate the contract and bring it back to the Board.

On MOTION by Mr. Martone seconded by Mr. Myhrberg with all in favor the above motion was amended as discussed.

- Mr. Spillane noted he had authorized estimate 2476 in the amount of \$53,240 for repairs to the WWTP clarifier and estimate 2477 in the amount of \$62,460 for the aeration basin coating.

B. Vizcaya Lakes Billing Discussion

- Mr. Rudacille updated the Board on the discussions with Vizcaya Lakes noting he had not received any communication from them or their counsel.
- The Board discussed transitioning all of the Vizcaya Lakes accounts over to the property owners effective January 1, 2022 and sending notices in advance that their accounts would be turned over.
- Mr. Rudacille recommended to start with the transition and to bill for what is owed and then consider the need to lien any properties if necessary.
- Discussion ensued on deposits.

- The Board requested Mr. Rudacille to draft a letter and send it to Vizcaya Lakes regarding the planned action by the District to start billing the owners of the lots directly on January 1, 2022, and failure to pay outstanding amounts may result in disconnection of service and liens.

- Ms. Syrek discussed her concerns regarding Harbor Side Lions Pride, LLC and their outstanding utility fees. Mr. Rudacille discussed the process to lien property.

C. HB53 Stormwater & Wastewater Needs Analysis Discussion

- Mr. Faircloth noted he had been contacted by Johnson Engineering and received a proposal for them to develop a stormwater needs analysis report. Mr. Spillane requested the proposal be submitted to him for review.

ELEVENTH ORDER OF BUSINESS

New Business

A. Entry to Transfer Funds to Reserves

- Ms. Syrek inquired about transferring funds to the reserves.

B. Proposal from Grand Vista Relative to Ownership & Maintenance of Grand Vista Court.

- The Board discussed the proposal from Grand Vista regarding ownership and maintenance of Grand Vista Court.

On VOICE vote with Mr. Spillane voting AYE and Mr. Knaub, Mr. Myhrberg, Ms. Syrek and Mr. Martone voting NAY to take over responsibility of Grand Vista Court and share in paving cost in the amount of \$26,267.87 failed. 1-4

- Discussion ensued about taking over responsibility of the roadway along with the \$30,000 in Grand Vista funds, but delaying repaving the roadways until necessary.

On VOICE vote with Mr. Knaub, Mr. Myhrberg, Mr. Spillane and Mr. Martone voting AYE and Ms. Syrek voting NAY to investigate accepting Grand Vista Court to understand all of the related expenses with the intent to accept the road at the end of the inspection period was approved. 4-1

- The Board requested Mr. Mercer perform the investigative work and inform the Board of the related expenses.

- Mr. Rudacille noted he will send information to Mr. Mercer showing him the right of way areas.

- Mr. Spillane noted Mr. Mercer had the information necessary and Mr. Mercer agreed.

TWELFTH ORDER OF BUSINESS

Other Committee Reports

A. Beach Club Committee: Mr. Spillane

- Mr. Spillane noted the committee wants to change either the processing fee or the event fee as there is difficulty determining what the fee is for since they are presently the same amount in the rules. Mr. Spillane's recommendation is to charge \$99 for one of them.
- Mr. Rudacille indicated there would likely not be an objection to the District charging less.
- On Board consensus they agreed to charge \$99 for the event fee.
- Mr. Spillane noted Ms. Mosca resigned from the committee and there is no recommendation to add anyone else at the present time.

B. Campus Committee: Ms. Syrek

- Ms. Syrek commented on the revision of the rules and thanked the committee for their hard work.

C. Dog Park Committee: Mr. Knaub

- Mr. Knaub noted the committee is grateful for the efforts of the CDD and Mr. Mercer to improve the Dog Park.
- Mr. Knaub noted there was no one to collect the various documents from those wishing to use the Dog Park and requested residents comply with the County Ordinances which have been established instead.
- Mr. Knaub stated there is no lock on the Dog Park and there would be no punishment for those not paying the Dog Park annual fee of \$20.

D. Environmental Committee: Mr. Myhrberg

- Mr. Myhrberg passed out handouts and discussed the percentage of invasives which are allowed to be in the District's preserve.
- Mr. Myhrberg noted Mr. Mercer is obtaining additional proposals for removal of invasives from the preserves.

- Mr. Myhrberg discussed issues with a landscaper allowing clippings to be blown into the District's lakes and requested assistance from residents who utilize the landscaper.
- Mr. Myhrberg noted the committee was working with the RCA to relocate certain landscaper items on CDD property at the RV park to other areas.

E. Finance Committee: Ms. Syrek

- Ms. Syrek stated the committee recommends a write off of \$46,543.61 of outstanding sewer bills.
- Ms. Syrek noted this amount would go against a previous allowance set up of \$48,640 and the District would continue to attempt to collect on the outstanding balances. Ms. Syrek noted the total amount recommended comprises a lot owned by Jason Baxley, lot 38, and lot 27.
- Ms. Syrek noted three reclassifications were also done.

On MOTION by Mr. Knaub seconded by Mr. Martone writing off \$46,543.61 of sewer bills was recommended.

- Mr. Rudacille noted there was a possible valid lien on the Baxley property, and foreclosure may be a possibility. He did not think the District should write off the amounts where a lien exists and the District is still trying to collect. The Board requested Mr. Rudacille look into existing liens and the possibility of foreclosure.
- Mr. Knaub withdrew the above motion.
- Ms. Syrek clarified this would not be a write off, but a transfer of the debt to another list or report. The Board was in agreement with this approach.

F. Safety & Access Control Committee: Mr. Knaub

- Mr. Knaub commented on new electronic enclosures as upgrades to the equipment occur.

G. Sewer Committee: Mr. Martone

- Mr. Martone commented on repairs to the plant and noted the committee would be meeting every Friday beginning in December through the end of January 2022 at the plant.

- Mr. Faircloth noted the notice for additional committee meetings had already been developed and sent to Mr. Rudacille for review.

- Mr. Spillane requested Mr. Faircloth notify the other bidders of the selection of Florida Utility Solutions as the new plant operator.

H. Strategic Planning Committee: Mr. Myhrberg

- Mr. Myhrberg commented on efforts with an asphalt company to evaluate the roads and costs savings to the District due to the committee completing multiple updates to the reserve study.

I. Water/Utility Committee: Mr. Spillane

- Mr. Spillane commented on irrigation issues, the meter misread with the Bazinet property and that updates to meters should be considered noting that a proposal would be sought over the next year or two. He also updated the Board on the waterline project.

THIRTEENTH ORDER OF BUSINESS

Supervisor Comments

- Mr. Myhrberg stated that MuniBilling was working on a contract with the District and he also commented on payments for various amenities.
- Ms. Syrek commented on a resident violating the District's rules by allowing an outsider to participate in an event selling their items.

FOURTEENTH ORDER OF BUSINESS

Audience Comments

- A resident comment was received on the Grand Vista request.

FIFTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Myhrberg seconded by Ms. Syrek with all in favor the meeting was adjourned at 4:09 P.M.
--

Secretary

Chairperson

4B

Riverwood Community Development District

Financial Statements *(unaudited)*

November 30, 2021

Prepared by



Table of Contents

	Report <u>Page #</u>
Balance Sheet	1 - 2
Revenues, Expenditures and Change in Fund Balances	
General Fund	3 - 5
General Fund - Reserves	6 - 7
Beach Club Fund (Operations)	8 - 9
Beach Club Fund - Reserves	10
Beach Club Fund (Loan)	11
Debt Service Fund	12
Revenues, Expenses and Change in Net Position	
Enterprise Fund (Breakdown by Services)	13
Water Services	14 - 15
Sewer Services	16 - 17
Irrigation Services	18 - 19
Reserve Fund	20
Shared Services Fund	21

Riverwood Community Development District

Financial Statements

Balance Sheet
November 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,365,132	\$ 1,365,132
Equity in Pooled Cash	839,703	1,695,829	139,083	69,067	(23,645)	(71,003)	404,223	1,944,358	(4,997,615)	-
Accounts Receivable	-	-	-	-	-	-	217,335	-	-	217,335
Accounts Receivable > 120	-	-	-	-	-	-	56,911	-	-	56,911
Accounts Receivable - Other	1,391	-	-	-	-	-	-	-	-	1,391
Accounts Receivable - Doubtful Acc	-	-	-	-	-	-	23,763	-	-	23,763
Allow -Doubtful Accounts	-	-	-	-	-	-	(48,640)	-	-	(48,640)
Loan Due from Beach Fund	188,933	-	-	-	-	-	-	-	-	188,933
Due From Other Funds	-	-	-	-	23,645	-	-	-	-	23,645
Inventory:										
Mat'l's/Supplies	4,420	-	-	-	-	-	-	-	-	4,420
Investments:										
Money Market Account	-	-	-	-	-	-	-	-	3,641,972	3,641,972
Reserve Fund	-	-	-	-	-	131,302	-	-	-	131,302
Revenue Fund	-	-	-	-	-	437,987	-	-	-	437,987
Prepaid Items	-	-	71	-	-	-	184	-	-	255
Total Current Assets	1,034,447	1,695,829	139,154	69,067	-	498,286	653,776	1,944,358	9,489	6,044,406
Noncurrent Assets										
Fixed Assets										
Land	-	-	-	-	-	-	343,998	-	-	343,998
Buildings	-	-	-	-	-	-	1,413,584	-	-	1,413,584
Accum Depr - Buildings	-	-	-	-	-	-	(794,536)	-	-	(794,536)
Infrastructure	-	-	-	-	-	-	10,349,795	-	-	10,349,795
Accum Depr - Infrastructure	-	-	-	-	-	-	(3,833,973)	-	-	(3,833,973)
Equipment and Furniture	-	-	-	-	-	-	10,477	-	-	10,477
Accum Depr - Equip/Furniture	-	-	-	-	-	-	(8,527)	-	-	(8,527)
Total Noncurrent Assets	-	-	-	-	-	-	7,480,818	-	-	7,480,818
Total Assets	\$ 1,034,447	\$ 1,695,829	\$ 139,154	\$ 69,067	\$ -	\$ 498,286	\$ 8,134,594	\$ 1,944,358	\$ 9,489	\$ 13,525,224

Riverwood Community Development District**Financial Statements****Balance Sheet**
November 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	\$ 52,222	\$ 9,567	\$ 1,096	\$ -	\$ -	\$ -	\$ 50,140	\$ 51,590	\$ 9,489	\$ 174,104
Accrued Expenses	5,200	-	-	-	-	-	34,553	-	-	39,753
Retainage Payable	-	-	-	-	-	-	-	38,091	-	38,091
Sales Tax Payable	505	2,002	6,692	-	-	-	-	-	-	9,199
Deposits	-	-	-	-	-	-	193,103	-	-	193,103
Loan Due to General Fund	-	-	-	-	188,933	-	-	-	-	188,933
Due To Other Funds	15,010	-	-	-	-	8,635	-	-	-	23,645
Total Current Liabilities	72,937	11,569	7,788	-	188,933	8,635	277,796	89,681	9,489	666,828
Total Liabilities	72,937	11,569	7,788	-	188,933	8,635	277,796	89,681	9,489	666,828
Fund Balances / Net Position										
Restricted for:										
Debt Service	-	-	-	-	-	489,651	-	-	-	489,651
Assigned to:										
Operating Reserves	550,000	-	-	-	-	-	-	-	-	550,000
Reserves - Activity Center	-	347,147	-	-	-	-	-	-	-	347,147
Reserves - Settlement	-	250,193	-	-	-	-	-	-	-	250,193
Reserves - Ponds	-	206,848	-	-	-	-	-	-	-	206,848
Reserves - Roadways	-	800,455	-	-	-	-	-	-	-	800,455
Reserves - RV Park	-	79,617	-	-	-	-	-	-	-	79,617
Reserves - Beach Club	-	-	-	69,067	-	-	-	-	-	138,134
Unassigned:	411,510	-	131,366	-	(188,933)	-	-	-	-	353,943
Net Investment in capital assets	-	-	-	-	-	-	7,480,817	-	-	7,480,817
Reserves - Emergency	-	-	-	-	-	-	-	240,667	-	240,667
Reserves - Sewer System	-	-	-	-	-	-	-	1,072,823	-	1,072,823
Reserves - Water System	-	-	-	-	-	-	-	415,480	-	415,480
Reserves - Irrigation System	-	-	-	-	-	-	-	125,707	-	125,707
Unrestricted/Unreserved	-	-	-	-	-	-	375,981	-	-	375,981
Total Fund Balances / Net Position	961,510	1,684,260	131,366	69,067	(188,933)	489,651	7,856,798	1,854,677	-	12,789,329
Total Liabilities & Fund Balances / Net Position	\$ 1,034,447	\$ 1,695,829	\$ 139,154	\$ 69,067	\$ -	\$ 498,286	\$ 8,134,594	\$ 1,944,358	\$ 9,489	\$ 13,525,224

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

For the Period Ending November 30, 2021

(16.67% 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	\$ 286,284	\$ 236,216	\$ 50,068	\$ 286,284	\$ 236,216	\$ 50,068	21.2%	\$ 1,351,848
Special Assmnts- Discounts	(11,231)	(9,449)	(1,782)	(11,231)	(9,449)	(1,782)	18.9%	(54,075)
Dog Park Revenue	840	167	673	900	333	567	170.0%	2,000
Non-Resident Members	6,375	-	6,375	6,375	-	6,375	0.0%	-
Other Miscellaneous Revenues	0	8	(8)	100	17	84	500.5%	100
Interest - Investments	185	183	1	343	367	(24)	-6.5%	2,199
Total Revenue / Other Sources	282,452	227,125	55,327	282,770	227,484	55,287	24.3%	1,302,072

Expenditures**Administration**

P/R-Board of Supervisors	181	225	44	361	449	88	19.6%	2,696
Payroll-Salaries	2,956	3,830	874	5,556	7,660	2,104	27.5%	45,957
ProfServ-Engineering	-	542	542	-	1,083	1,083	n/a	6,500
ProfServ-Mgmt Consulting	6,508	6,508	-	13,056	13,016	(40)	-0.3%	78,094
ProfServ-Legal Services	3,207	3,333	127	3,207	6,667	3,460	51.9%	40,000
ProfServ-Trustee Fees	-	-	-	-	-	-	n/a	3,717
Auditing Services	-	-	-	-	-	-	n/a	2,200
Communications-Other	98	250	152	151	500	349	69.9%	3,000
Insurance	-	-	-	20,276	20,712	436	2.1%	20,712
Misc-Non Ad Valorem Taxes	-	2,500	2,500	-	2,500	2,500	n/a	2,500
Misc-Assessment Collection Cost	5,501	4,542	(959)	5,501	4,542	(959)	-21.1%	26,000
Website Hosting/Email services	1,656	275	(1,381)	1,656	550	(1,106)	-201.1%	3,300
Janitorial /Office supplies	303	167	(136)	601	333	(267)	-80.3%	2,000
Office Expense	875	1,001	125	974	2,001	1,028	51.4%	12,007
Misc-Credit Card Fees	174	103	(72)	177	205	28	13.9%	1,232
Total Administration	21,458	23,274	1,816	51,514	60,218	8,704	14.5%	249,915

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

For the Period Ending November 30, 2021

(16.67% 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	12,872	15,736	2,865	23,056	31,473	8,416	26.7%	188,835
Contracts-Preserve Maintenance	-	6,383	6,383	-	12,767	12,767	n/a	76,600
Contracts-Lakes	2,200	1,833	(367)	3,700	3,667	(33)	-0.9%	22,000
ProfServ-Consultants	750	1,250	500	750	2,500	1,750	70.0%	15,000
Electricity - General	210	200	(10)	442	400	(42)	-10.4%	2,400
Utility - Water & Sewer	46	167	120	174	333	159	47.9%	2,000
R&M-Gate	(66)	2,083	2,149	(131)	4,167	4,298	103.2%	25,000
R&M-Sidewalks	-	833	833	-	1,667	1,667	n/a	10,000
R&M-Storm Drain Cleaning	-	1,250	1,250	-	2,500	2,500	n/a	15,000
R&M-Preserves	22,800	5,000	(17,800)	872	10,000	9,128	91.3%	60,000
R&M-Road Scaping	69	833	764	138	1,667	1,529	91.7%	10,000
R&M-Roads,Signage,Striping	(4,967)	917	5,884	73	1,833	1,761	96.0%	11,000
R&M-Gatehouse/Security	10,783	2,083	(8,700)	12,952	4,167	(8,785)	-210.8%	25,000
Op Supplies - Gatehouse	102	1,250	1,148	705	2,500	1,795	71.8%	15,000
R&M-Lakes,Bank Erosion,Planting	2	417	414	2	833	831	99.7%	5,000
Misc-Contingency	-	917	917	23	1,833	1,810	98.7%	11,000
Total Environmental Services	44,800	41,153	(3,648)	42,755	82,306	39,551	48.1%	493,835
Activity Center Campus								
P/R-Board of Supervisors	135	167	32	269	333	64	19.2%	2,000
Payroll-Salaries	2,539	3,413	874	4,889	6,826	1,938	28.4%	40,957
Payroll-Maintenance	1,464	3,545	2,081	2,680	7,091	4,411	62.2%	42,543
Payroll-Tennis Court Maint.	1,814	1,950	136	3,298	3,900	601	15.4%	23,399
Electricity - General	3,783	4,222	439	7,002	8,444	1,442	17.1%	50,666
Utility - Water & Sewer	370	1,333	963	1,417	2,667	1,249	46.8%	16,000
Insurance - Property	-	-	-	31,427	32,103	676	2.1%	32,103
R&M-Pools	(3,025)	250	3,275	2,199	500	(1,699)	-339.8%	3,000
R&M-Tennis Courts	-	1,833	1,833	721	3,667	2,945	80.3%	22,000
R&M-Fitness Equipment	210	417	207	210	833	623	74.8%	5,000
Activity Ctr Cleaning- Inside Areas	2,706	3,333	628	4,856	6,667	1,811	27.2%	40,000
Pool Daily Maintenance	1,698	1,667	(32)	3,397	3,333	(63)	-1.9%	20,000
R&M-Croquet Turf Maintenance	1,500	1,500	-	3,000	3,000	-	0.0%	18,000
R&M-Activity Campus Buildings	2,697	1,667	(1,031)	5,284	3,333	(1,950)	-58.5%	20,000
Misc-Special Projects	-	5,471	5,471	-	10,942	10,942	n/a	65,654
Tools and Equipment	1,385	1,250	(135)	1,385	2,500	1,115	44.6%	15,000
Operating Supplies	53	167	114	3,274	333	(2,940)	-882.2%	2,000
Total Activity Center Campus	17,329	32,185	14,856	75,307	96,473	21,166	21.9%	418,322
Total Expenditures	83,587	96,612	13,025	169,576	238,997	69,421	29.0%	1,162,072

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

For the Period Ending November 30, 2021

(16.67% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserve - Roadways	10,833	10,833	-	21,667	21,667	0	0.0%	130,000
Reserve - Ponds	833	833	-	1,667	1,667	0	0.0%	10,000
Total Transfers Out	11,667	11,667	-	23,333	23,333	0	0.0%	140,000
Total Expenditures & Transfers	95,254	108,279	13,025	192,910	262,330	69,421	26.5%	1,302,072
Net Surplus (Deficit)	<u>\$ 187,198</u>	<u>\$ 118,847</u>	<u>\$ 68,352</u>	89,861	(34,847)	124,708		-
Fund balance as of Oct 01, 2021				871,648	871,648	-		871,648
Fund Balance as of Nov 30, 2021				<u>\$ 961,509</u>	<u>\$ 836,801</u>	<u>\$ 124,708</u>		<u>\$ 871,648</u>

Riverwood Community Development District

Financial Statements

General Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2021

(16.67% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
RV Parking Lot Revenue	28,600	1,542	27,058	28,600	3,083	25,517	827.6%	18,500
Transfer In - Roadways	10,833	10,833	-	21,667	21,667	(0)	0.0%	130,000
Transfer In - Ponds	833	833	-	1,667	1,667	(0)	0.0%	10,000
Interest - Investments	322	-	322	652	-	652	n/a	-
Total Revenue / Other Sources	40,589	13,208	27,380	52,586	26,417	26,169	99.1%	158,500
Expenditures								
Activity Center Campus								
Materials & Supplies	-	-	-	685	-	(685)	n/a	-
R&M-Fitness Equipment	225	-	(225)	225	-	(225)	n/a	-
R&M-Pools	4,463	-	(4,463)	4,463	-	(4,463)	n/a	-
R&M-Roads, Signage, Striping	535	-	(535)	535	-	(535)	n/a	-
Total Activity Center Campus	5,222	-	(5,222)	5,907	-	(5,907)	n/a	-
Roadways								
Reserve - Roadways	-	10,833	10,833	-	21,667	21,667	100.0%	130,000
R&M - Roads	4,974	-	(4,974)	4,974	-	(4,974)	n/a	-
Total Roadways	4,974	10,833	5,859	4,974	21,667	16,693	77.0%	130,000
RV Park								
Reserve - RV Park	-	1,542	1,542	-	3,083	3,083	100.0%	18,500
Materials & Supplies	524	-	(524)	1,528	-	(1,528)	n/a	-
Capital Projects	8,500	-	(8,500)	8,500	-	(8,500)	n/a	-
Fuel, Gasoline and Oil	8	-	(8)	20	-	(20)	n/a	-
Credit Card Fees	624	-	(624)	624	-	(624)	n/a	-
Total RV Park	9,656	1,542	(8,114)	10,671	3,083	(7,588)	-246.1%	18,500
Ponds								
Reserve - Ponds	-	833	833	-	1,667	1,667	100.0%	10,000
Total Ponds	-	833	833	-	1,667	1,667	100.0%	10,000
Total Expenditures	19,852	13,208	(6,643)	21,552	26,417	4,865	18.4%	158,500
Net Surplus (Deficit)	\$ 20,737	\$ -	\$ 20,737	31,034	-	31,034		-
Fund balance as of Oct 01, 2021				1,653,227	1,653,227	-		1,653,227
Fund Balance as of Nov 30, 2021				<u>\$ 1,684,261</u>	<u>\$ 1,653,227</u>	<u>\$ 31,034</u>		<u>\$ 1,653,227</u>

Riverwood Community Development District

Financial Statements

General Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2021

(16.67% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance	Actual	Budget	Variance	%	
			Fav (Unfav)			Fav (Unfav)	Variance	

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Ponds Reserve	\$205,102	\$1,667	\$79	\$0	\$206,848
Activity Center Campus Reserve	\$352,918	\$0	\$136	\$5,907	\$347,147
Roadways Reserve	\$783,445	\$21,667	\$317	\$4,974	\$800,455
Construction Settlement Reserve	\$250,097	\$0	\$96	\$0	\$250,193
RV Park Reserve	\$61,664	\$28,600	\$24	\$10,671	\$79,617
Total	\$1,653,226	\$51,933	\$652	\$21,552	\$1,684,260

Riverwood Community Development District

Financial Statements

Beach Club Fund - Operations

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2021

(16.67% 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	\$ 95,200	\$ 12,333	\$ 82,867	\$ 95,200	\$ 24,667	\$ 70,533	285.9%	\$ 148,000	
Initiation Fees	400	208	192	600	417	183	44.0%	2,500	
Amenities Revenue	-	133	(133)	-	267	(267)	-100.0%	1,600	
Other Miscellaneous Revenues	0	-	0	1	-	1	n/a	-	
Interest - Investments	13	-	13	26	-	26	n/a	-	
Total Revenue / Other Sources	95,614	12,675	82,939	95,827	25,350	70,477	278.0%	152,100	

Expenditures

Beach Club Operations

Payroll-Maintenance	417	417	0	667	833	167	20.0%	5,000
Payroll-Attendants	4,478	4,805	327	8,174	9,610	1,435	14.9%	57,657
ProfServ-Mgmt Consulting	417	417	-	840	833	(6)	-0.8%	5,000
Auditing Services	-	92	92	-	183	183	100.0%	1,100
Contracts-On-Site Maintenance	-	83	83	-	167	167	100.0%	1,000
Contracts-Landscape	-	250	250	-	500	500	100.0%	3,000
Communication - Telephone	198	208	10	396	417	21	5.0%	2,500
Utility - General	56	75	19	114	150	36	23.9%	900
Utility - Refuse Removal	71	75	4	141	150	9	6.0%	900
Utility - Water & Sewer	87	150	63	147	300	153	51.1%	1,800
Insurance	-	-	-	17,230	17,495	265	1.5%	17,495
R&M-Buildings	823	167	(657)	1,177	333	(844)	-253.3%	2,000
R&M-Equipment	-	250	250	187	500	313	62.6%	3,000
Preventative Maint-Security Systems	-	146	146	-	292	292	100.0%	1,750
Misc-Special Projects	-	250	250	-	500	500	100.0%	3,000
Misc-Web Hosting	-	46	46	-	92	92	100.0%	550
Misc-Taxes	756	750	(6)	756	750	(6)	-0.8%	750
Misc-Contingency	-	459	459	106	918	812	88.5%	5,505
Credit Card Fees	2,540	349	(2,191)	2,546	698	(1,848)	-264.6%	4,189
Office Supplies	-	17	17	-	33	33	100.0%	200
Op Supplies - General	59	83	24	59	167	108	64.5%	1,000
Total Beach Club Operations	9,903	9,088	(815)	32,539	34,920	2,381	6.8%	118,296

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

For the Period Ending November 30, 2021

(16.67% 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	-	-	-	-	-	-	n/a	23,441
Interest Expense	-	-	-	-	-	-	n/a	1,417
Total Debt Service	-	-	-	-	-	-	n/a	24,858
Total Expenditures	9,903	9,088	(815)	32,539	34,920	2,381	6.8%	143,154
Transfer Out								
Reserve - Beach Club	746	746	-	1,491	1,491	-	0.0%	8,946
Total Transfer Out	746	746	-	1,491	1,491	-	0.0%	8,946
Total Expenditures & Transfer	10,648	9,833	(815)	34,030	36,411	2,381	6.5%	152,100
Net Surplus (Deficit)	<u>\$ 84,965</u>	<u>\$ 2,842</u>	<u>\$ 82,124</u>	61,796	(11,061)	72,858		-
Fund balance as of Oct 01, 2021				69,569	69,569	-		69,569
Fund Balance as of Nov 30, 2021				<u>\$ 131,366</u>	<u>\$ 58,508</u>	<u>\$ 72,858</u>		<u>\$ 69,569</u>

Riverwood Community Development District

Financial Statements

Beach Club Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2021

(16.67% 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	\$ 746	\$ 746	\$ -	\$ 1,491	\$ 1,491	\$ -	0.0%	\$ 8,946
Total Revenue / Other Sources	746	746	-	1,491	1,491	-	0.0%	8,946
Expenditures								
Reserve - Beach Club	-	746	746	-	1,491	1,491	100.0%	8,946
Total Expenditures	-	746	746	-	1,491	1,491	0.0%	8,946
Net Surplus (Deficit)	<u>\$ 746</u>	<u>\$ -</u>	<u>\$ 746</u>	1,491	-	1,491		-
Fund balance as of Oct 01, 2021				67,576	67,576	-		67,576
Fund Balance as of Nov 30, 2021				<u>\$ 69,067</u>	<u>\$ 67,576</u>	<u>\$ 1,491</u>		<u>\$ 67,576</u>

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Beach Club Reserve	\$67,576	\$1,491	\$0	\$0	\$69,067
Total	\$67,576	\$1,491	\$0	\$0	\$69,067

Riverwood Community Development District

Financial Statements

Beach Club Fund - Loan

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending November 30, 2021

(16.67% 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 / Other Sources	-	-	-	-	-	-	n/a	-
Expenditures								
Total Expenditures	-	-	-	-	-	-	n/a	-
Net Surplus (Deficit)	\$ -	\$ -	\$ -	-	-	-		-
Fund balance as of Oct 01, 2021				(188,933)	(188,933)	-		(188,933)
Fund Balance as of Nov 30, 2021				\$ (188,933)	\$ (188,933)	\$ -		\$ (188,933)

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 November 30, 2021

(16.67% 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	\$ 153,463	\$ 122,037	\$ 31,426	\$ 153,463	\$ 122,037	\$ 31,426	25.8%	\$ 698,412
Special Assmnts- Discounts	(6,021)	(4,881)	(1,140)	(6,021)	(4,881)	(1,140)	23.3%	(27,937)
Interest - Investments	2	42	(39)	5	83	(79)	-94.5%	500
Total Revenue / Other Sources	147,445	117,198	30,247	147,447	117,239	30,208	25.8%	670,975
Expenditures								
Debt Service								
Misc-Assessment Collection Cost	2,949	2,441	(508)	2,949	2,441	(508)	-20.8%	13,967
Principal Debt Retirement	-	-	-	-	-	-	n/a	424,000
Interest Expense	119,979	119,979	0	119,979	119,979	0	0.0%	239,958
Total Debt Service	122,928	122,420	(508)	122,928	122,420	(508)	-0.4%	677,925
Total Expenditures	122,928	122,420	(508)	122,928	122,420	(508)	-0.4%	677,925
Net Surplus (Deficit)	\$ 24,517	\$ (5,222)	\$ 29,740	24,519	(5,181)	29,700		(6,950)
Fund balance as of Oct 01, 2021				465,132	465,132	-		465,132
Fund Balance as of Nov 30, 2021				\$ 489,651	\$ 459,951	\$ 29,700		\$ 458,182

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 November 30, 2021

(16.67% 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	\$ 60,405	\$ 219,618	\$ 39,603	\$ 319,627	\$ 315,203	\$ 4,424	1.4%	\$ 1,891,216
Usage Charges for Services	30,888	-	-	30,888	33,429	(2,542)	-7.6%	200,576
Standby Fees	-	1,697	-	1,697	-	1,697	0.0%	-
Meter Fees	-	-	-	-	167	(167)	-100.0%	1,000
Water Quality Surcharge	12,790	-	-	12,790	12,690	100	0.8%	76,140
Backflow Fees	7,410	-	-	7,410	4,083	3,327	81.5%	24,500
Other Miscellaneous Revenues	316	1,438	-	1,753	1,633	120	7.3%	9,800
Interest - Investments	46	85	19	150	1,893	(1,742)	-92.1%	11,355
Total Revenue / Other Sources	111,854	222,839	39,623	374,315	369,098	5,217	1.4%	2,214,587
Expenses								
Administration	10,227	52,146	4,701	67,074	80,390	13,315	16.6%	211,084
Utility Services	72,768	86,382	12,642	171,792	269,750	97,958	36.3%	1,618,503
Transfers Out	4,167	51,667	8,333	64,167	64,167	0	0.0%	385,000
Total Expenses	87,162	190,195	25,677	303,033	414,307	111,274	26.9%	2,214,587
Net Profit (Loss)	<u>\$ 24,693</u>	<u>\$ 32,644</u>	<u>\$ 13,946</u>	71,282	(45,209)	116,491		-
Net Position as of Oct 01, 2021				7,785,516	7,785,516	-		7,785,516
Net Position as of Nov 30, 2021				<u>\$ 7,856,798</u>	<u>\$ 7,740,307</u>	<u>\$ 116,491</u>		<u>\$ 7,785,516</u>

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

For the Period Ending November 30, 2021

(16.67% 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	\$ 30,073	\$ 29,851	\$ 222	\$ 60,405	\$ 59,703	\$ 702	1.2%	\$ 358,216
Water-Usage	17,941	16,715	1,227	30,888	33,429	(2,542)	-7.6%	200,576
Water Quality Surcharge	6,375	6,345	30	12,790	12,690	100	0.8%	76,140
Backflow Fees	2,160	2,042	118	7,410	4,083	3,327	81.5%	24,500
Other Miscellaneous Revenues	181	150	31	316	300	16	5.2%	1,800
Interest - Investments	22	130	(107)	46	259	(213)	-82.3%	1,555
Total Revenue / Other Sources	56,753	55,232	1,520	111,854	110,465	1,390	1.3%	662,787
Administration								
P/R-Board of Supervisors	185	229	44	370	458	88	19.2%	2,745
Payroll-Project Manager	1,083	1,083	-	1,733	2,167	433	20.0%	13,000
ProfServ-Engineering	-	417	417	-	833	833	100.0%	5,000
ProfServ-Legal Services	-	567	567	-	1,133	1,133	100.0%	6,800
ProfServ-Mgmt Consulting	443	443	-	889	886	(3)	-0.3%	5,315
Auditing Services	-	-	-	-	-	-	n/a	1,870
Postage and Freight	-	26	26	-	51	51	100.0%	306
Insurance - General Liability	-	-	-	7,235	7,391	156	2.1%	7,391
Printing and Binding	-	28	28	-	57	57	100.0%	340
Legal Advertising	-	40	40	-	81	81	100.0%	485
Miscellaneous Services	-	79	79	-	158	158	100.0%	949
Office Supplies	-	9	9	-	17	17	100.0%	102
Total Administration	1,711	2,920	1,209	10,227	13,231	3,004	22.7%	44,303
Utility Services								
Contracts-Other Services	4,891	4,827	(64)	9,765	9,654	(111)	-1.2%	57,924
Utility - Base Rate	11,544	13,382	1,838	23,088	26,765	3,677	13.7%	160,589
Utility - Water-Usage	17,797	23,094	5,296	39,797	46,187	6,390	13.8%	277,123
Utility-CCU Admin Fee	9	5	(4)	17	9	(8)	-90.7%	54
R&M-General	-	4,583	4,583	-	9,167	9,167	100.0%	55,000
Misc-Licenses & Permits	-	25	25	-	50	50	100.0%	300
Back Flow Preventors	-	2,522	2,522	-	5,043	5,043	100.0%	30,259
Misc-Contingency	-	1,020	1,020	100	2,039	1,939	95.1%	12,235
Total Utility Services	34,240	49,457	15,217	72,768	98,914	26,146	26.4%	593,484
Total Expenses	35,952	52,377	16,426	82,995	112,145	29,151	26.0%	637,787

Riverwood Community Development District

Financial Statements

Enterprise Fund - Water Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending November 30, 2021

(16.67% 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	-	4,167	4,167	0	0.0%	25,000
Total Transfers Out	2,083	2,083	-	4,167	4,167	0	0.0%	25,000
Total Expenses & Transfers	38,035	54,460	16,426	87,162	116,312	29,151	25.1%	662,787
Net Profit (Loss)	<u>\$ 18,718</u>	<u>\$ 772</u>	<u>\$ 17,946</u>	<u>\$ 24,693</u>	<u>\$ (5,848)</u>	<u>\$ 30,540</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 November 30, 2021

(16.67% 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	\$ 109,134	\$ 107,917	\$ 1,217	\$ 219,618	\$ 215,833	\$ 3,785	1.8%	\$ 1,295,000
Standby Fees	825	-	825	1,697	-	1,697	n/a	-
Other Miscellaneous Revenues	825	667	158	1,438	1,333	104	7.8%	8,000
Interest - Investments	41	817	(775)	85	1,633	(1,548)	-94.8%	9,800
Total Revenue / Other Sources	110,825	109,400	1,425	222,839	218,800	4,039	1.8%	1,312,800
Expenses								
Administration								
P/R-Board of Supervisors	468	579	111	935	1,157	222	19.2%	6,943
Payroll-Project Manager	1,583	1,583	-	2,533	3,167	633	20.0%	19,000
ProfServ-Engineering	-	1,667	1,667	-	3,333	3,333	100.0%	20,000
ProfServ-Legal Services	664	1,467	802	664	2,933	2,269	77.3%	17,600
ProfServ-Mgmt Consulting	1,931	1,931	-	3,874	3,863	(12)	-0.3%	23,175
Auditing Services	-	-	-	-	-	-	n/a	4,730
Postage and Freight	-	65	65	61	129	69	53.0%	775
Insurance	-	-	-	44,078	45,026	948	2.1%	45,026
Printing and Binding	-	72	72	-	143	143	100.0%	860
Legal Advertising	-	0	0	-	1	1	100.0%	3
Miscellaneous Services	-	200	200	-	400	400	100.0%	2,399
Office Supplies	-	25	25	-	50	50	100.0%	300
Total Administration	4,647	7,588	2,941	52,146	60,202	8,056	13.4%	140,811
Utility Services								
Electricity - General	4,189	4,750	561	8,124	9,500	1,376	14.5%	57,000
Utility - Water & Sewer	300	292	(8)	622	583	(39)	-6.7%	3,500
Communication - Telephone	433	542	109	1,044	1,083	39	3.6%	6,500
Contracts-Other Services	29,991	30,076	85	59,632	60,151	520	0.9%	360,908
R&M-Sludge Hauling	3,219	6,385	3,166	6,398	12,770	6,372	49.9%	76,620
Maintenance - Security Systems	-	146	146	-	292	292	100.0%	1,750
R&M-General	58	16,667	16,609	58	33,333	33,276	99.8%	200,000
Misc-Licenses & Permits	-	12	12	45	23	(22)	-93.1%	140
Misc-Bad Debt	-	292	292	-	583	583	100.0%	3,500
Misc-Contingency	184	10,339	10,155	583	20,679	20,095	97.2%	124,071
Op Supplies - Chemicals	5,239	2,333	(2,905)	9,876	4,667	(5,209)	-111.6%	28,000
Total Utility Services	43,612	71,832	28,221	86,382	143,665	57,283	39.9%	861,989
Total Expenses	48,258	79,420	31,162	138,528	203,867	65,338	32.0%	1,002,800

Riverwood Community Development District

Financial Statements

Enterprise Fund - Sewer Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending November 30, 2021

(16.67% 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	-	51,667	51,667	0	0.0%	310,000
Total Transfers Out	25,833	25,833	-	51,667	51,667	0	0.0%	310,000
Total Expenses & Transfers	74,092	105,254	31,162	190,195	255,533	65,338	25.6%	1,312,800
Net Profit (Loss)	<u>\$ 36,733</u>	<u>\$ 4,146</u>	<u>\$ 32,587</u>	<u>\$ 32,644</u>	<u>\$ (36,733)</u>	<u>\$ 69,377</u>		<u>\$ -</u>

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

For the Period Ending November 30, 2021

(16.67% 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	\$ 19,811	\$ 19,833	\$ (22)	\$ 39,603	\$ 39,667	\$ (63)	-0.2%	\$ 238,000
Meter Fees	-	83	(83)	-	167	(167)	-100.0%	1,000
Interest - Investments	9	-	9	19	-	19	n/a	-
Total Revenue / Other Sources	19,820	19,917	(96)	39,623	39,833	(211)	-0.5%	239,000
Expenses								
Administration								
P/R-Board of Supervisors	109	135	26	218	269	52	19.2%	1,616
Payroll-Project Manager	500	500	-	800	1,000	200	20.0%	6,000
ProfServ-Engineering	-	443	443	-	887	887	100.0%	5,320
ProfServ-Legal Services	-	417	417	-	833	833	100.0%	5,000
ProfServ-Mgmt Consulting	190	190	-	381	380	(1)	-0.3%	2,278
Auditing Services	-	-	-	-	-	-	n/a	1,100
Postage and Freight	-	15	15	-	30	30	100.0%	180
Insurance	-	-	-	3,303	3,374	71	2.1%	3,374
Printing and Binding	-	17	17	-	33	33	100.0%	200
Legal Advertising	-	24	24	-	48	48	100.0%	285
Miscellaneous Services	-	46	46	-	93	93	100.0%	557
Office Supplies	-	5	5	-	10	10	100.0%	60
Total Administration	799	1,791	993	4,701	6,957	2,255	32.4%	25,970
Utility Services								
Electricity - General	1,844	2,500	656	3,592	5,000	1,408	28.2%	30,000
Contracts-Other Services	2,511	2,228	(284)	4,864	4,456	(408)	-9.2%	26,734
Utility - Water-Usage	3,186	3,667	481	4,186	7,333	3,148	42.9%	44,000
R&M-General	-	4,167	4,167	-	8,333	8,333	100.0%	50,000
Misc-Contingency	-	358	358	-	716	716	100.0%	4,296
Op Supplies - Chemicals	-	667	667	-	1,333	1,333	100.0%	8,000
Total Utility Services	7,541	13,586	6,045	12,642	27,172	14,530	53.5%	163,030
Total Expenses	8,339	15,377	7,038	17,343	34,128	16,785	49.2%	189,000

Riverwood Community Development District

Financial Statements

Enterprise Fund - Irrigation Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending November 30, 2021

(16.67% 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	8,333	8,333	(0)	0.0%	50,000
Total Transfers Out	4,167	4,167	0	8,333	8,333	(0)	0.0%	50,000
Total Expenses & Transfers	12,506	19,544	7,038	25,677	42,462	16,785	39.5%	239,000
Net Profit (Loss)	<u>\$ 7,314</u>	<u>\$ 373</u>	<u>\$ 6,941</u>	<u>\$ 13,946</u>	<u>\$ (2,628)</u>	<u>\$ 16,574</u>		<u>\$ -</u>

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

For the Period Ending November 30, 2021

(16.67% 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	\$ 2,083	\$ -	\$ 4,167	\$ 4,167	\$ (0)	0.0%	\$ 25,000
Transfer In - Sewer Services	25,833	25,833	-	51,667	51,667	(0)	0.0%	310,000
Transfer In - Irrigation Services	4,167	4,167	(0)	8,333	8,333	0	0.0%	50,000
Interest - Investments	327	-	327	678	-	678	n/a	-
Total Revenue / Other Sources	32,411	32,083	327	64,845	64,167	678	1.1%	385,000
Expenses								
Water Services								
Capital Projects	51,590	-	(51,590)	51,590	-	(51,590)	n/a	-
Reserve - Water System	-	2,083	2,083	-	4,167	4,167	100.0%	25,000
Total Water Services	51,590	2,083	(49,506)	51,590	4,167	(47,423)	-1138.1%	25,000
Sewer Services								
Reserve - Sewer System	-	25,833	25,833	-	51,667	51,667	100.0%	310,000
Total Sewer Services	-	25,833	25,833	-	51,667	51,667	100.0%	310,000
Irrigation Services								
Reserves - Irrigation System	-	4,167	4,167	-	8,333	8,333	100.0%	50,000
Total Irrigation Services	-	4,167	4,167	-	8,333	8,333	100.0%	50,000
Total Expenses	51,590	32,083	(19,506)	51,590	64,167	12,577	19.6%	385,000
Net Profit (Loss)	\$ (19,179)	\$ -	\$ (19,179)	13,255	-	13,255		-
Net Position as of Oct 01, 2021				1,841,423	1,841,423	-		1,841,423
Net Position as of Nov 30, 2021				\$ 1,854,678	\$ 1,841,423	\$ 13,255		\$ 1,841,423

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Water Services Reserve	\$462,676	\$4,167	\$228	\$51,590	\$415,481
Sewer Services Reserve	\$1,020,753	\$51,667	\$403	\$0	\$1,072,823
Irrigation Services Reserve	\$117,327	\$8,333	\$47	\$0	\$125,707
Emergency Reserve	\$240,667	\$0	\$0	\$0	\$240,667
Total	\$1,841,423	\$64,167	\$678	\$51,590	\$1,854,678

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

For the Period Ending November 30, 2021

(16.67% 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	\$ 1,333	\$ 257	\$ 2,153	\$ 2,667	\$ 514	19.3%	\$ 16,000
Allocated to GF (Activity Ctr)	(135)	(167)	(32)	(269)	(333)	(64)	19.2%	(2,000)
Allocated to Water	(185)	(229)	(44)	(370)	(458)	(88)	19.2%	(2,745)
Allocated to Sewer	(468)	(579)	(111)	(935)	(1,157)	(222)	19.2%	(6,943)
Allocated to Irrigation	(109)	(135)	(26)	(218)	(269)	(52)	19.2%	(1,616)
Balance in General Fund (Admin)	181	225	44	361	449	88	19.6%	2,696
Total Payroll - Salaries	\$ 29,706	\$ 36,862	\$ 7,156	\$ 53,386	\$ 73,725	\$ 20,338	27.6%	\$ 442,348
Allocated to GF (Activity Ctr Salaries)	(2,539)	(3,413)	(874)	(4,889)	(6,826)	(1,938)	28.4%	(40,957)
Allocated to GF (Activity Ctr Maint.)	(1,464)	(3,545)	(2,081)	(2,680)	(7,091)	(4,411)	62.2%	(42,543)
Allocated to GF (Activity Ctr Tennis)	(1,814)	(1,950)	(136)	(3,298)	(3,900)	(601)	15.4%	(23,399)
Allocated to GF (Env. Srv. Gatehouse)	(12,872)	(15,736)	(2,865)	(23,056)	(31,473)	(8,416)	26.7%	(188,835)
Allocated J. Mercer to Water	(1,083)	(1,083)	-	(1,733)	(2,167)	(433)	20.0%	(13,000)
Allocated J. Mercer to Sewer	(1,583)	(1,583)	-	(2,533)	(3,167)	(633)	20.0%	(19,000)
Allocated J. Mercer to Irrigation	(500)	(500)	-	(800)	(1,000)	(200)	20.0%	(6,000)
Allocated to Beach Club- Maint.	(417)	(417)	0	(667)	(833)	(167)	20.0%	(5,000)
Allocated to Beach Club- Attendants	(4,478)	(4,805)	(327)	(8,174)	(9,610)	(1,435)	14.9%	(57,657)
Balance in General Fund (Admin)	2,956	3,830	874	5,556	7,660	2,104	27.5%	45,957
Total Inframark Contract	9,489	9,489	-	19,040	18,977	(63)	-0.3%	113,862
Allocated to Beach Club	(417)	(417)	-	(840)	(833)	6	-0.8%	(5,000)
Allocated to Water	(443)	(443)	-	(889)	(886)	3	-0.3%	(5,315)
Allocated to Sewer	(1,931)	(1,931)	-	(3,874)	(3,863)	12	-0.3%	(23,175)
Allocated to Irrigation	(190)	(190)	-	(381)	(380)	1	-0.3%	(2,278)
Balance in General Fund (Admin)	6,508	6,508	-	13,056	13,016	(40)	-0.3%	78,094
Total Insurance Expense	-	-	-	123,550	126,101	2,551	2.0%	126,101
Allocated to GF (Activity Ctr)	-	-	-	(31,427)	(32,103)	(676)	2.1%	(32,103)
Allocated to Beach Club	-	-	-	(17,230)	(17,495)	(265)	1.5%	(17,495)
Allocated to Water	-	-	-	(7,235)	(7,391)	(156)	2.1%	(7,391)
Allocated to Sewer	-	-	-	(44,078)	(45,026)	(948)	2.1%	(45,026)
Allocated to Irrigation	-	-	-	(3,303)	(3,374)	(71)	2.1%	(3,374)
Balance in General Fund (Admin)	-	-	-	20,276	20,712	436	2.1%	20,712

Tenth Order of Business

10A

DATE: **November 9, 2021**

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

JOHNSON ENGINEERING, INC.
(CONSULTANT)

AND

**RIVERWOOD COMMUNITY
DEVELOPMENT DISTRICT**
(OWNER)

PROJECT NAME: Riverwood CDD Stormwater Management Needs Analysis

Section: 21 **Township:** 40 South **Range:** 21 East **County:** Charlotte
Latitude: 26.984883 **Longitude:** -82.209447 **Comments:** _____

CONSULTANT CONTACT INFORMATION

OWNER CONTACT INFORMATION

Project Manager: Jordan Varble
Address: 2122 Johnson Street
City: Fort Myers
State/Zip: Florida, 33901
Phone: (239) 334-0046
Email: JVarble@johnsoneng.com

Bill to the attention of: Justin Faircloth
c/o Inframark
Billing Address: 15275 Collier Blvd., #201-346
City/State/Zip: Naples, Florida 34119
Phone: (239) 245-7118
Cell: _____
Email: justin.faircloth@inframark.com

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

Background

The Florida Legislature passed House Bill 53 related to public infrastructure. A portion of it is shown below relating to stormwater and the requirement to create a 20-year needs analysis. Riverwood CDD is one of the special districts mentioned in Section (1) below.

403.9302 Stormwater management projections.

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).

(c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

- (d) The current and projected cost of providing services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.
- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Task 1.1 - Analysis

The CONSULTANT will assist the CLIENT the stormwater management analysis required in 403.9302, Florida Statutes, Section (3) as requested by the Office of Economic and Demographic Research (EDR). Stormwater management system information will be collected by the CONSULTANT from own records and publicly available sources. Analysis of system components will be presented in a narrative format with exhibits as necessary to convey the information in an effective manner. A typical lifespan will be created for each stormwater management system asset along with the existing age and remaining lifespan. Replacement/retrofit costs will be developed for each asset acknowledging that actual asset life will vary from the typical. Revenue determinations (past, present, and future) will require assistance from the District Manager or designee.

Task 1.2 - Report

The CONSULTANT will compile the stormwater management system information from Task 1 and populate the spreadsheets created by EDR to be sent to Charlotte County before June 30, 2022. Charlotte County will be responsible to compile this report with others and their own information and transmit it to the EDR.

FEE & TYPE:	Time & Materials (based on rate schedule in effect at the time service is rendered)	Lump Sum (LS):	\$11,500	LS
		Reimbursables:	\$50.00	T&M
		TOTAL FEES:	\$11,550	LS; T&M
OWNER AUTHORIZATION: I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand, and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 3 of this Agreement.				
Authorized Signature: _____ Date: <u>November</u> , 2021				
Typed Name & Title: Justin Faircloth, District Manager for Riverwood CDD				

These Standard Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for services by Johnson Engineering, Inc. ("CONSULTANT").

Standard of Care: The Standard of Care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement with the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and the same locality.

Information from Owner: OWNER to provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for CONSULTANT to complete the Scope described herein.

Cooperation with Other Consultants or Owner's Attorney: Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be required, which is excluded from this Agreement. OWNER is expected to retain an attorney as needed for advice and participation as a professional team member. OWNER will serve as project coordinator and be responsible for assuring the cooperation of consultants contracting directly with him.

Permit and Application Fees: OWNER shall pay all project-related fees including, but not limited to plan review, platting, permits, DRI, impact fees, etc.

Termination: This Agreement and obligation to provide further service may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform to the terms hereof through no fault of the terminating party.

Billings and Payment: Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Code Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CONSULTANT and OWNER shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Reimbursables based on the Rate Code Schedule in effect at the time services are rendered. The continuous progress of CONSULTANT's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts shall include a late charge of 1% per month from said thirtieth day; and, in addition, wemay, after seven days' notice to OWNER, suspend services under this Agreementuntil we have been paid in full for all amounts due for our services and expenses. CONSULTANT is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this Agreement by a court action or settlement without court action.

Reimbursables: Project-related expenses such as transportation, subsistence, long distance communications, postage, shipping, report, drawing, specification reproduction, and OWNER-authorized overtime shall be reimbursable. The amount payable for reimbursables will be the charge actually incurred by or imputed cost allocated by CONSULTANT therefore times a factor of 1.10.

Taxes: Any government imposed taxes or fees shall be added to the invoice for services under this Agreement.

Renegotiation of Fees: CONSULTANT reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

Subconsultant: Subconsultant contracts will be administered at a cost of 10% of the Subconsultant contract fee.

Attorney Fees: Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

Legal Interpretations Clarified: The work proposed herein is based on the services of a professional engineer, professional surveyor, professional land planner, and/or professional landscape architect, and does not constitute the rendering of legal advice or opinion. Interpretations of laws, rules, and ordinances are based solely on the professional opinion of the Design Professional. OWNER is advised to secure adequate legal counsel as needed for the project.

Responsible Party:

PURSUANT TO §558.0035 FLORIDA STATUTE, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS

AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

Project Delays: The OWNER recognizes and agrees that various factors both within and without the control of Design Professional can operate to delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The OWNER agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any course whatsoever including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Permitting is a regulatory function and CONSULTANT does not guarantee issuance of any permit.

Budgetary Limitations: It is necessary that OWNER advise CONSULTANT in writing at an early date if OWNER has budgetary limitations for the overall Project Cost or Construction Cost. CONSULTANT will endeavor to work within those limitations. If OWNER requests, CONSULTANT will submit to OWNER, as an Additional Service, opinions as to the probability of completing construction within OWNER's budget and, where appropriate, request an adjustment in the budget or a revision in the scope of services of the Project. CONSULTANT does not guarantee that opinions of probable cost will not differ materially from negotiated prices, fees or bids. If OWNER wishes greater assurance as to the probable construction costs, or if formal estimates are desired, an independent cost estimator should be employed.

Excluded Services: CONSULTANT will provide services including and limited to those described in the Scope of Services (Scope of Work). All other services are specifically excluded. Listed below are excluded services, unless otherwise specifically included in the Scope, which may be required or desired for the Project: Abstract of Title Review - Geotechnical Services - Materials Testing - Architectural Services - Hazardous Waste Assessments

Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless parties mutually agree otherwise.

Betterment: If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

Ownership of Instruments of Service: All reports, plans, specifications, field data, and notes or other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service shall remain the property of the Design Professional.

Hazardous Materials: Services related to asbestos, hazardous or toxic materials are excluded. OWNER shall provide a site that complies with applicable laws and regulations. CONSULTANT may, at its option and without liability for consequential or other damages, suspend services until OWNER retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.

Entire Understanding: This Proposal/Agreement represents the entire understanding between OWNER and CONSULTANT in respect to this Project and may only be modified in writing.

Consultant's Limited Liability: Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$11,550.00.

10C

From: Gary Bazinet <gbazinet84@gmail.com>
Sent: Friday, December 3, 2021 11:14 AM
To: Faircloth, Justin <justin.faircloth@inframark.com>
Cc: Griffin, Ben <ben.griffin@inframark.com>; Michael Spillane <mspillane@riverwoodcdd.org>
Subject: Re: RWCDD-RE: Excessive water bill

Mr. Fair cloth

It was Not my understanding that the \$597.61 was going to be issued as a credit on my account ! It would take 4 months to return my over payment which accounts for more time that you have held my money !

I expect a check payment back to me for the over payment of the \$597.61 plus I believe it is reasonable to expect the same interest of 1.5% you charge your customers per month for at least 4 Months August/November
For \$35.84

Gary Bazinet

On Fri, Dec 3, 2021, 10:32 AM Faircloth, Justin <justin.faircloth@inframark.com> wrote:
Mr. Bazinet,

The \$597.61 credit has been applied to your account as agreed upon at the hearing. I will have to discuss this additional request with the Board at their upcoming meeting as this was not brought up at the hearing. Would you please confirm the total credit/reimbursement you are requesting? I would like to be able to provide the Board with a dollar amount for them to review with your request.

Thank you,
Justin

Justin Faircloth | CAM, CDM | District Manager

239.785.0675 | www.inframarkims.com

SUPERVISORS, PLEASE DO NOT REPLY TO ALL AS THIS COULD BE A VIOLATION OF THE FLORIDA SUNSHINE PROVISIONS.

CONFIDENTIALITY NOTICE: The information in this email is intended for the sole use of the recipient(s) and may be confidential and subject to protection under the law. If you are not the intended recipient, you are hereby notified that any distribution or copying of this email is strictly prohibited. If you have received this message in error, please contact the sender immediately and delete your copy from your computer.

Sent from my iPhone

On Dec 3, 2021, at 10:01 AM, Gary Bazinet <gbazinet84@gmail.com> wrote:

Hi Justin

Thanks for the timely response from you and the rcdd !

It has been over two weeks since we met to resolve this bill that was done Incorrectly due to a miss reading back on 4/15/2021 and caught on 6/15/2021 resulting on me having to pre pay for your mistake or be penalized a 1.5% fee .

I think it is only fair that I be reimbursed at 1.5% per month for a payment I was required to make back in July as well as the total amount of my over payment adjustment .

Gary Bazinet
3311 Bay Ridge Way
Port Charlotte FL 33953
207-240-4508

On Thu, Dec 2, 2021, 5:24 PM Faircloth, Justin <justin.faircloth@inframark.com> wrote:

Mr. Bazinet,

Thank you for taking the time to meet with Mr. Spillane and myself last month. I have requested our utility issue a refund of \$597.61 to you as discussed at the hearing. We thank you for bringing this issue to our attention and again apologize for any inconvenience.

Sincerely,

Justin

Justin Faircloth | CAM, CDM | District Manager

10E

Summary and Conclusions:

Based on Watercad modeling of the existing Riverwood water distribution system, DMK evaluated alternatives for improving the chlorine residual in the system. From the standpoint of maintaining a stable residual value and stabilizing system pressures, two small recirculation and storage pump stations with chloramine residual makeup capability could provide a good solution. These stations would store water from the system and replenish the chlorine residual during low demand periods and repump the water to the system during high demands. Two pump stations would be required, one in the north section and one at the extreme southern section of the development. Each station would require a pumping capacity of 22 GPM and a storage capacity of 21,000 gallons. DMK identified CDD owned sites for each station, one for the north station on Myakka Creek Court and one of three alternates for the south station, all of which are located on Club Drive. While designated as preserve areas, these sites include upland areas that could be developed for construction of the pump stations.

DMK also reviewed the regulatory requirements and operational costs related to the implementation of the proposed re-circulation pump stations. Under current regulations, the proposed pump stations would be treated as water treatment plants and would require additional class D operator oversight of two visits each week per station. This labor cost is offset by the reduction in labor required for operation of the existing Hydroguard flushing system.

The estimated cost for construction of the two proposed pump stations would be \$454,400 and the estimated annual savings would be \$51,400 per year, largely due to the reduction in water required for the Hydroguard flushing system and in part reflecting a reduction in labor required to operate the proposed system versus the Hydroguard flushing. The simple payback would be 8.9 years. Conservatively the expected life of the system is between 10 and 15 years before major renovation is required. The major portions of the system, including the tank, pad, piping, and building should have a service life of 20 - 30 years. The pumps, motors and controls are wear items and may require replacement in the 15 -20-year time frame.

In addition to the financial benefits, the proposed recirculation pump stations would stabilize system water pressure during peak demands. An intangible benefit of the proposed pump stations is water conservation. By avoiding the waste of potable water for flushing, the proposed re-pump and recirculation solution aligns well with the water conservation objectives of FDEP and the Florida water management districts.

Eleventh Order of Business

11A

MUNIBILLING

UTILITY BILLING SOLUTIONS

MANAGED SERVICES AGREEMENT

THIS AGREEMENT is made and entered into the _____ day of November 2021 by and between Crestline Software, LLC, d/b/a MuniBilling, a Pennsylvania limited liability company with its principal place of business at 3300 Battleground Avenue, Suite 402, Greensboro, NC 27410 (hereinafter called "MuniBilling") and Riverwood Community Development District, with its principal place of business at 4250 Riverwood Drive, Port Charlotte, FL 33956 (hereinafter called "Client").

WHEREAS, Client is engaged in providing water, irrigation and sewer utility service to customers situated in and around the Riverwood Community; and

WHEREAS, Client wishes to obtain certain customer service, bill generation and bill payment processing services required for its utility operations; and

WHEREAS, MuniBilling represents that it is capable of providing the services described herein and is qualified to do business in Client's jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants contained herein, it is agreed that MuniBilling, as an independent contractor, is hereby retained, authorized and instructed by Client to perform the services described herein and Client agrees to pay and MuniBilling agrees to accept payments as specified herein as compensation therefore.

1) SERVICES PROVIDED BY MUNIBILLING. MuniBilling shall provide the services described in Exhibit "A" attached hereto and made a part hereof (hereinafter collectively called "Services").

2) TERM AND TERMINATION

- a) This Agreement shall be effective for an initial term of two (2) years from the date of execution by the parties and will automatically renew for successive one-year terms thereafter unless either party provides the other with at least ninety (90) days' advance written notice of its desire to terminate this Agreement at the end of its current term.
- b) Upon any termination of this Agreement, MuniBilling shall be entitled to payment for work and services authorized by Client and performed by MuniBilling prior to termination, subject to the terms and provisions set forth herein.

- c) If Client breaches the terms of this Agreement, including, but not limited to, not paying on time, and does not cure such breach within 10 days after written notice of such breach, MuniBilling may, in its sole discretion, suspend all Services and/or terminate this Agreement. If MuniBilling terminates this Agreement due to Client's breach, or if Client desires to terminate this Agreement for convenience prior to the end of any current term, Client shall be responsible to pay any balance due prior to such date of termination and all unpaid fees which would be payable for the remainder of the current term or three months, whichever is greater.
- d) If MuniBilling breaches the terms of this Agreement, including, but not limited to, the failure to provide Services for more than 5 business days if not caused by Force Majeure, and MuniBilling does not cure such breach within 10 days after written notice of such breach, Client may terminate this Agreement provided it pays any amounts due and owing for Services previously rendered.

3) COMPENSATION

- a) For rendering Services, Client shall pay MuniBilling rates and charges set forth in said Exhibit "A". Each month, MuniBilling will render an itemized invoice for Services performed during the preceding month. Invoices are due and payable within thirty (30) days of the invoice. Without waiving any other rights and remedies available, any amounts not paid will be subject to a late charge equal to 1.5% of the outstanding balance per month from the date due until paid or the maximum rate allowed by law, whichever is less.
- b) The rates and charges specified in said Exhibit "A" may, as determined by MuniBilling, automatically increase under following conditions:
 - 1) If the Services include mailing customer bills, the rates and charges shall increase by the amount equal to any increase in the U.S. Postal Service rates applicable to mailing customer bills upon effective date of increase.
 - 2) If the Services include printing customer bills, the rates and charges shall increase by the amount equal to any increase in the cost of printing charged by MuniBilling's third party printer applicable to the printing of Client's customer bills upon effective date of increase.
 - 3) Increases at the beginning of each annual anniversary of this Agreement or at any time thereafter, but not more than one time during any one year, to the monthly fee charged by MuniBilling equal to the percentage increase based on the Consumer Price Index, U.S. City Average (All Urban Consumer), Services, Not Seasonally Adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent preceding 12-month period for which the index is available. In the event said index is superseded by a new index or is discontinued, the new or similar index published by the U.S. Department of Labor shall apply.

- c) The rates and charges shall be amended upon implementation of Client's requests for changes to the character of Services or procedures in connection with performing same, in which case the parties shall prepare an addendum to this Agreement setting forth such services for a mutually agreeable compensation.
- d) MuniBilling shall notify Client in writing at least thirty (30) days prior to the effective date of any increase in the rates and charges as provided herein.
- e) Unless otherwise specified in Exhibit A, the fees chargeable by MuniBilling are stated exclusive of all taxes, duties and levies imposed by any government body. Client shall be liable and will pay for all applicable tax liabilities such as sales, services, use or value added taxes, but specifically excluding employment related taxes concerning MuniBilling personnel and corporate taxes based on MuniBilling net income or property. If Client claims exemption from any taxes resulting from this Agreement, then Client shall promptly provide MuniBilling with the relevant documentation to avail itself of such exemption including required certificates, if any, from the relevant taxing authorities.

4) **PERFORMANCE**

- a) In the event of any error or omission, whether human or mechanical, on the part of MuniBilling or its employees, MuniBilling will correct the work at no additional cost to Client. It is expressly understood and agreed that the liability, if any, of MuniBilling for errors or omissions shall be limited to the cost of correcting the particular error or omission.
- b) If any data, instructions, or information submitted by Client to MuniBilling for processing is incorrect or incomplete, Client agrees to reimburse MuniBilling for the additional work, costs and time required by MuniBilling to correct or complete such errors and/or omissions. Client assumes the entire responsibility for such losses or damages which may be occasioned by errors in output resulting from submission of incorrect data, instructions, or information by Client.
- c) MuniBilling shall furnish completed work in reasonable conformance with mutually agreeable schedules. If no special procedures or techniques for validating the resultant output are specified by Client and accepted by MuniBilling in writing, it is understood that the results accomplished are accepted as satisfactory upon completion of the assignment.
 - 1) All deliveries to and pick up of paper documents from MuniBilling's office, if any, shall be the responsibility of Client and shall be accomplished at Client's expense.
 - 2) MuniBilling agrees to exercise normal and reasonable precautions to protect the work and all property placed under its control or in its custody against the loss and/or damage resulting from theft, fire, vandalism, the elements or otherwise.

- 3) MuniBilling shall be responsible to maintain all billing and customer service records for a period of three (3) years.
- 4) The parties agree that this Agreement is non-exclusive and that MuniBilling and Client have the right at each party's discretion and at any time, to contract with other parties to perform services or work of a similar nature and make agreement on any terms whatsoever with said other parties to perform said services.
- 5) **CONFIDENTIAL INFORMATION**. At all times during the term of this Agreement and for a period of three (3) years thereafter, each party will hold in strictest confidence and will not use or disclose or permit access to, by any third party (including subsidiaries and affiliates), any Confidential Information of the other party. "Confidential Information" means all nonpublic information that a party designates as confidential at the time of the disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the receiving party should in good faith treat as confidential. Confidential Information includes without limitation, information related to a party's respecting invention, products, designs, methods, know-how, techniques, systems, processes, software programs, works of authorship, customer information, customer lists, projects, plans and proposals. Confidential Information also includes information received from others (including without limitation, customers, suppliers, and/or principals) that is subject to nondisclosure obligations. Confidential Information does not include any information that: (v) was known by the receiving party without obligation of confidentiality prior to disclosure thereof by the disclosing party; (w) was in or entered the public domain through no fault of the receiving party; (x) is disclosed to the receiving party by a third-party legally entitled to make the disclosure without violation of any obligation of confidentiality; (y) is required to be disclosed by applicable laws or regulations (but in this event, only to the extent required to be disclosed); or (z) is independently developed by the receiving party without reference to any Confidential Information of the disclosing party. The parties will notify each other promptly in writing if they learn of any unauthorized use or disclosure of the Confidential Information of the other party, and will cooperate in good faith to remedy the occurrence to the extent reasonably possible. The parties acknowledge that a breach of this provision would result in irreparable harm to the other party, for which money damages would be an insufficient remedy, and therefore, that the non-breaching party will be entitled to seek injunctive relief to enforce the provisions of this Section. Notwithstanding the provisions of this paragraph, MuniBilling shall have the right to list Client, a general description and magnitude of Services expressed in terms of number of utility customer accounts served by Client and/or the total revenue accruing to MuniBilling from Services for purposes of business promotion or acknowledging Client as a customer of MuniBilling.
- 6) **USE AND OWNERSHIP**. As between Client and MuniBilling, all materials, reports, data and documents directly related to Services shall be the property of Client, and MuniBilling shall treat such as confidential and shall not use such except on Client's behalf. As between

Client and MuniBilling, the programs utilized for Services shall remain the property of MuniBilling.

- 7) **INDEMNIFICATION.** MuniBilling agrees to defend, indemnify and hold harmless Client, its officers, agents and employees, from and against all loss, damage, judgment, claim, demand or penalty or expenses, and costs, including attorney's fees, incurred, in connection with actions arising out of MuniBilling's provision of the Services that are caused or occasioned solely by the gross negligence or willful misconduct of MuniBilling.
- 8) **INSURANCE.** MuniBilling shall procure and maintain in effect at all times during its provision of the Services, at its own expense, insurance of the kind and in amounts as is typically maintained by companies engaged in the same or similar business. MuniBilling will provide Client certificates evidencing such insurance upon the Client's request.
- 9) **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES (A) SHALL MUNIBILLING BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON OR ARISING UNDER THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOST PROFITS, LOSS OF DATA, OR LOSS OF GOODWILL), REGARDLESS OF THE FORM IN WHICH THE ACTION IS BROUGHT, OR (B) SHALL MUNIBILLING'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING UNDER THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY CLIENT TO MUNIBILLING IN CONNECTION WITH THIS AGREEMENT IN THE PRIOR THREE (3) MONTHS.
- 10) **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE STATED HEREIN TO THE CONTRARY, MUNIBILLING DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND DUTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED.
- 11) **COMPLIANCE WITH LAWS AND REGULATIONS.** The parties hereto shall keep, observe and perform all requirements for applicable local, State and Federal laws, rules regulations or ordinances in connection with the performance of the work hereunder.
- 12) **FORCE MAJEURE.** MuniBilling is not liable in any way for any failure or delay in its performance of Services or other duties under this Agreement where such failure or delay is due to an event or circumstance beyond MuniBilling's reasonable control, including natural catastrophes, governmental acts, omissions, laws or regulations, war, terrorism, pandemic, labor strikes or difficulties, riots, and communications systems breakdowns.

- 13) INDEPENDENT CONTRACTOR.** This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between MuniBilling and Client. Neither party shall have any right to obligate or bind the other party in any manner whatsoever nor nothing herein shall give, or be intended to give, any rights of any kind to any third party. MuniBilling and Client recognize and agree that they are independent parties with no express or implied authority to act for the other, except as expressly provided in this Agreement or any addendum thereto.
- 14) ASSIGNMENT.** Client may not assign its rights or obligations hereunder, whether by operation of law or otherwise, without MuniBilling's prior express written consent. Any attempted assignment in violation of this Section shall be void. The terms of this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
- 15) FORCE MAJEURE.** MuniBilling shall not be liable to Client for any damages, delay, or failure to perform its obligations set forth in this Agreement if caused by circumstances beyond its reasonable control. This includes but is not limited to hardware failures, telecommunications and Internet failures, acts of nature, fire, casualty, riot, pandemic, terrorist act or threat thereof, war, labor dispute, material change in applicable law or regulation, or decree of any court. Upon the occurrence of such a force majeure event, within a commercially reasonable amount of time, MuniBilling shall notify Client of the delay and the cause thereof, take reasonable steps to avoid or remove the cause, and resume performance whenever the cause is removed. MuniBilling shall not be liable for costs associated with such delay.
- 16) NOTICE.** Any notice provided by this Agreement may be served in writing upon the other at the address set forth below. Notice shall be deemed to have been given three (3) business days after mailing, the next business day if delivered via a nationally recognized overnight carrier, or twelve (12) hours after sending via electronic transmission.

MuniBilling

MuniBilling
 Attention: Kevin Kennedy, President
 3300 Battleground Ave, Suite 402
 Greensboro, NC 27410
 Email: Kevin@MuniBilling.com

Client

Riverwood Community Development Dist.
 Attention: John Mercer, Facilities Manager
 4250 Riverwood Drive
 Port Charlotte, FL 33956
 Email: jmerc@riverwoodccd.org

- 17) WAIVER.** The failure of either party to require performance of any terms of this Agreement shall in no way affect the full right to require such performance at any time thereafter or the performance of all the other provisions, nor shall the waiver of any succeeding breach of such provision or any other provision operate as a waiver of the provision itself. No failure or delay in exercising a right shall constitute a waiver of that right. Except as expressly provided herein,

all the parties' rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.

- 18) SEVERABILITY.** If any terms of this Agreement are held to be invalid or unenforceable, such terms shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable terms, with all other terms remaining in full force and effect.
- 19) GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to choice of law provisions or the United Nations Convention on the International Sale of Goods.
- 20) ARBITRATION.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be referred to and finally resolved by arbitration in Guilford County, North Carolina, under the auspices of the American Arbitration Association ("AAA") in accordance with the Rules for Commercial Arbitration of the AAA, which arbitration rules are deemed to be incorporated by reference in this section. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The tribunal will consist of a sole arbitrator appointed by the parties or, failing agreement within one month of the demand for arbitration, by the AAA at the request of one of the parties. Any arbitrator shall have substantial familiarity with and at least seven years professional experience with U.S. commercial law and resolution of disputes involving such law, which familiarity may have been obtained by study of, participation in transactions involving, or litigating, adjudicating or resolving disputes involving, such laws. The arbitrator shall be free in addition to consult independent technical or legal experts of his own choosing in resolving any dispute. The parties mutually agree to utilize video conferencing and other technology to reduce the need for travel in the unlikely event a proceeding occurs.
- 21) ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements or negotiations between the parties on the subject. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing dated after this Agreement and signed by the duly authorized officers of the parties. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement. Those provisions that are by their nature intended to survive termination of this Agreement shall survive.
- 22) MISCELLANEOUS.** The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. If executed in counterparts, this Agreement will be as effective as if simultaneously executed. For purposes of this section, a "signature" shall include, but is not limited to, an electronic signature. The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement.

Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the day and year first above written.

Riverwood Community Development District

By: _____

Name: Donald Myhrberg

Title: Vice Chairperson

Crestline Software, LLC d/b/a MuniBilling

By: _____

Name: Kevin S. Kennedy

Title: President

EXHIBIT A

SERVICES PROVIDED BY MuniBilling ("SERVICES") & RATES and CHARGES

MuniBilling's Utility Billing Software Proposal dated November 3, 2021 is incorporated into this Agreement as Exhibit B. Any conflicts between the proposal and this Agreement or Exhibit A shall be resolved using the following precedence: this Agreement, Exhibit A, and then Exhibit B.

A. Pre-Authorized Services. Client authorizes MuniBilling to perform the following Services under this Agreement, at the rates and charges shown, without the necessity of any further authorization.

1. Client Billing and Bill Printing

MuniBilling shall prepare and render all monthly water, irrigation and sewer utility bills to Client's customers in accordance with Client's direction and provide the following services:

- a) Maintenance, storage and history of customer accounts on MuniBilling's system. Includes miscellaneous changes to customer master records, including import of customer meter readings provided by Client;
- b) Printing and mailing customer paper bills, including return envelope and U.S. postage, with postage cost to be reimbursed by Client to MuniBilling;
- c) Generating electronic bills for transmission to customers via email;
- d) Preparation and mailing of late-payment reminders and final bills in envelope, including first class postage, with postage cost to be reimbursed by Client to MuniBilling.

2. Client Customer Service

MuniBilling shall provide Customer service for Client's customers, including the following services:

- a) Process customer paper check payments via lockbox, if requested by Client;
- b) Provide customer access to MuniBilling customer service center, webpage, email, phone lines and customer portal for payment of bills, account inquiry, establishment of new accounts, closing accounts, finalization of accounts;
- c) Process customer electronic payments via ACH, IVR and credit cards. Customers pay for all Convenience fees, including any bank or merchant account fees, unless Client has agreed to absorb those fees.
- d) MuniBilling shall help Client to collect delinquent customer accounts by:
 - i. Notifying Client to deliver reminder door tags in accordance with Client's established policy
 - ii. Notifying Client to interrupt/suspend service to customers in accordance with Client's established policy, to help Client collect delinquent bills from customers
- e) MuniBilling shall promptly respond to Client inquiries about Client's customers and shall promptly furnish data requested by Client in response to inquiries it receives from its customers or agencies having jurisdiction over Client.

- f) Termination and Final Notices. Prepare and mail late-payment reminders and final bills in envelope, including first class postage, with postage cost to be reimbursed by Client to MuniBilling.
- g) If requested by Client, MuniBilling will accept service order requests from Client's customers, generate service order tickets within the MuniBilling system, and provide access to those service orders by Client's field technicians or field technicians contracted by Client through MuniBilling's app for mobile devices
- h) Client will act as the sole point of contact with MuniBilling in providing customer service to customers of Client who reside in the Vizcaya Lakes development. It is the responsibility of Client to handle all communications between MuniBilling and those end use customers.

3. Reports

MuniBilling to provide the following monthly and periodic reports:

- a) Monthly Transaction Journal – if requested by Client, documentation of all monetary and non-monetary transactions that have been posted to a customer's account.
- b) Preliminary Meter Reading Report - a report indicating the meter readings entered for each account prior to billing. Error in readings and/or consumption will be indicated for correction.
- c) Account Balance Report - a report indicating each customer's current and past due balance.
- d) Aged Trial Balance - a report listing each customer's account with total balance, current, 30, 60, 90 and 120-day balances (available once monthly).
- e) Past Due Report - a report indicating all delinquent accounts that have a balance other than current.
- f) Consumption History Report – upon Client's request, a report listing meter usages for up to the past 24 months by rate classification and meter size.
- g) Monthly Billing Register - a report indicating each customer account billed with all pertinent information contained on the customer bill.

4. Billing, Printing and Postage Fees.

Client shall pay the following monthly fee for the services specified herein:

Monthly Fee	\$5,859.60 during Year 1
	\$ 6,553.50 during Year 2

Following the conclusion of each annual anniversary, MuniBilling will perform an audit of the actual number of customer accounts billed on behalf of Client during the prior year, and if the count exceeds 1,550, an adjustment shall be made to the monthly fees invoiced in the prior year by applying a fee of \$3.80/account in year 1 and \$4.25/account in year 2 to the difference between the highest number of accounts billed during the year in any month and 1,550 accounts; this adjustment shall be reflected on the next invoice sent to Client following the completion of the audit.

Client shall pay MuniBilling for the cost of printing all standard monthly bills at the rate of \$0.26/page, which shall include a customer return envelope. Late fee notices shall be charged at the rate of \$0.26/page, which shall include a customer return envelope. Actual out-of-

pocket cost of first-class postage for mailing bills and notices shall be passed through to Client.

In addition, MuniBilling shall pass through to Client or its customers, as appropriate, all bank processing charges, credit card processing charges, ACH processing charges, lockbox fees, or merchant fees, such as returned check fees, e-client transaction fees, etc. as specified in Appendix B.

5. Special Services.

The following special services will be provided upon Client's request and upon the parties' written agreement:

- a) Special Customer Notices. Prepare or use Client prepared special notices and mail to customers - charge quoted for each notice.
- b) Bill Stuffers - Include Client furnished single page "bill stuffer" for mailing with customer bills (available for bills mailed in envelopes only). MuniBilling furnished "stuffer" will be quoted on a per job basis.

6. Remittance of Funds.

MuniBilling shall remit to Client all funds collected from Client's utility customers for its monthly bills as follows:

- a) Lockbox Payments. Funds received from lockbox payments will be remitted monthly by the 15th day of the month following the close of the prior month.
- b) Electronic Payments Funds received via MuniBilling's customer portal and/or IVR and processed through MuniBilling's merchant account (including credit card payments, ACH payments and telephone payments) will be remitted monthly by the 15th day of the month following the close of the prior month.

EXHIBIT B

MuniBilling's proposal dated November 3, 2021 is incorporated herein by this reference.

11B

KOBIE COMPLETE	LARSONS A/C
POLAR BEAR A/C	QUALITY CONTROL A/C
SUNSET A/C	TRI-COUNTY A/C
TOMMYS A/C	CONDITIONED AIR
THOMPSONS A/C	BOYD BROTHERS A/C
UNIQUE AIR	SW FLORIDA A/C
BOHALLS	
PLUMBING	PLUMBING
AZTEC PLUMBING	BOB FISCHER PLUMBING
CHARLOTTE PLUMBING	4-WAY PLUMBING
GEM PLUMBING	MCDONOUGH PLUMBING
PIPEDREAM PLUMBING	SWIFT PLUMBING
TITANZ PLUMBING	B & K PLUMBING
PATRIOT PLUMBING	5-STAR PLUMBING
PREFERRED PLUMBING	
HOUSE CLEANING	HOUSE CLEANING
BEST PRO-TEAM	ELISE CLEANING
KARENS CLEANING	LINDAS CLEANING
MAID PRO	MERRY MAIDS
ROYAL MAIDS	SANDYS CLEANING
TINA-SPOTLESS CLEANING	WORK-4-YOU
YOU GOT MAIDS	HEIDI MINARD
MARY HARVARD CLEANING	
HOME HEALTH	ROOF & ALUMINUM CO
WE LET ALL HOME HEALTH AND	ALL ROOFING AND ALUMINUM
HOSPICE CARE IN BY ID BADGE	COMPANIES MUST BE CALLED
NO NEED TO CALL THEM IN.	IN DO TO LIABILTY REASONS
SHUTTER COMPANIES	WINDOW & DOORS
STORM SMART	GJC WINDOWS

HARPERS SHUTTERS	SCOTT O"CONNELL
FORCEFIELD SHUTTERS	WINDOW MAN
JANSEN SHUTTERS	BLIND SPOT
ROLL SAFE SHUTTERS	ACTIVE DOOR & WINDOW
SHUTTER 911	DONNAS DOOR & WINDOWS
	EZ-SLIDER
SCREEN REPAIR	MISC
SCREEN MASTERS	JIM GRAB BARS
WILLIAM HOWARD RE-SCREEN	GREENER CLEANER
MJ'S SCREENING	ABSOLUTE TILE
CV SCREENING	CONTINENTAL TILE
RELIABLE SCREEN	PAVER – MAC
	CHARLOTTE COUNTY RESURFACING
FURNITURE	APPLIANCES
ROOMS TO GO	LOWES – HOME DEPOT
BACONS FURNITURE	BILL SMITH APPLIANCE
BAERS FURNITURE	PROMPT APPLIANCE
KANES FURNITURE	FLAMINGO APPLIANCE
HAVERTYS FURNITURE	BASIL APPLIANCE
FURNITURE WAREHOUSE	ACTION APPLIANCE
COASTAL FURNITURE	GE REPAIR
LEADERS FURNITURE	A & E REPAIR
SLEEP NUMBER	JESSUPS APPLIANCE
MATTRESS FIRM	BEST BUY
MIKES MATTRESS	
THRIFT STORE	REMODELING
WEST COAST AUCTION	SANDSTAR REMODELING
HABITAT FOR HUMANITY	HAPPY HOMES
ST. VINCENT DEPAUL	CELICO CONSTRUCTION
2 ND CHANCE FURNITURE	CORNERSTONE
FURNITURE DECOR & ENCORE	ROLLING STONE GRANITE
	ACER GRANITE
	GASPARILLA GLASS
	ENGLEWOOD GLASS

POOL COMPANIES	POOL COMPANIES
AQUA CAL POOLS	ALEXS POOL SERVICE
AMERICAN LEAK DETECTOR	BUILT RITE POOLS
BARBS POOL SERVICE	BLUE HIPPO
CASA POOLS	COMMUNITY POOLS
CUSTOM POOL SERVICE	DART POOL SERVICE
FULTON POOLS	GRANT POOLS
GLENS POOL SERVICE	HOWARDS POOL
HERITAGE POOLS	ISLE POOLS
INFINITY POOL SERVICE	MESSINA POOLS
NAUTILUS POOLS	POOL BOY
POOL 911	PINCH-A-PENNY
POPA POOLS	RESURRECTION POOLS
R & S POOLS	SUPERIOR POOLS
SHERLOCK LEAK DETECTION	JT CUSTOM POOLS
WILSON POOLS	CLEAR CHOICE POOLS
PAC-MAN POOLS	DONE-RIGHT POOLS
PEST CONTROL	PEST CONTROL
ARROW PEST	ALL SERVICE PEST
BAN-A-BUG	F-2 EXTERMINATORS
HOMETEAM PEST	HUGHES PEST CONTROL
MASSEY PEST CONTROL	M-SQUARE PEST CONTROL
PEST HUNTERS	PEST-B-GONE
SIGNATURE LAWN	TRULY NOLAN
TRU-GREEN	TERMINEX
TEMPCO PEST CONTROL	PEST ELIMINATORS
A/C & HEATING	A/C & HEATING
AIR-TECH	A/C DELTA
B & D AIR CONDITIONING	DALES A/C
EMERY A/C	EXECUTIVE HEATING & COOLING
4-SEASONS A/C	GRANDE AIRE
HAMILTON A/C	HOME-TECH

11C



13 South Lake Avenue
 Avon Park, FL 33825
 (863)655-0068
 travis@waterwerksinc.com
 www.waterwerksinc.com

Quote

ADDRESS

Riverwood CDD
 4250 Riverwood Dr.
 Port Charolette, FL 33953

SHIP TO

Riverwood CDD
 4250 Riverwood Dr.
 Port Charolette, FL 33953

QUOTE # 1716

DATE 12/10/2021

EXPIRATION DATE 01/01/2022

ACTIVITY	SKU	QTY	RATE	AMOUNT
flowIQ 2100 5/8"x3/4" Radio Read 5/8" x 3/4" 25GPM Radio Read	KAM 02U57C048UE	1,300	180.00	234,000.00
READY Converter x2 Package 2 x READY converter, including 2 whip antennas, 2 x 110VAC wall adapter, 1 x 12VDC car adapter, 2 x micro-USB cable, 2 x Mobile holders, in sturdy case	KAP 6696200020	1	1,450.00	1,450.00
Samsung Tablet Samsung Tablet A 8" with READY App (only needed if the CDD doesn't have android phones available to run the app on)	Sam A	1	200.00	200.00
READY Manager Software One time software fee for meter data management software - READY Manager		1	2,550.00	2,550.00
Hosting Subscription Annual recurring hosting fee for data hosting		1	1,847.00	1,847.00
Bluetooth Optical Head including charger and brackets, in case(for data log acquisition)	KAP 66-96-006	1	550.00	550.00
Tricast 1118-12 Dual box with lid - medium duty dual meter box including lid	TRI1118-12	325	68.00	22,100.00
Install Dig out metal box and replace with 1118-12 dual meter poly box		325	33.00	10,725.00
Install Standard Meter Residential Meter Install	Install	1,300	40.00	52,000.00
Consulting (Training and Implementation) Consulting (Training and Implementation) AMR drive by training. Data log training. Accompanied with detailed laminated quick reference sheets		1	7,000.00	7,000.00
Billing System Interface Billing System Interface integration with billing software including quick reference sheets	BC20107.3X	1	2,800.00	2,800.00

All items quoted will be conducted in strict accordance to any Government Regulation in effect including Fair Labor-Standards Act, OSHA, and Equal Employment Opportunity Executive orders. Delivery schedules are contingent upon any and all causes beyond our control.

ACTIVITY	SKU	QTY	RATE	AMOUNT
Project Mangement Assisted project implementation and training - data swap accountability with billing service.		1	10,000.00	10,000.00

Meter change-out pricing is a like for like change-out. Replacing non-working curb stops and/or repiping will be quoted on a case by case basis if it is needed. Meter swap sheets will be filled out properly and provided to Muni-Billing for data transfer and final reads.

TOTAL

\$345,222.00

Accepted By

Accepted Date

Thirteenth Order of Business

13D

RESOLUTION 2022-02

**A RESOLUTION DESIGNATING OFFICERS OF
RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Riverwood Community Development District, at meeting held on December 21, 2021 desires to appoint the below recited persons to the offices specified.

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

1. The following persons were appointed to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Justin Faircloth</u>	Secretary
<u>Lucille “Dolly” Syrek</u>	Treasurer
<u>Stephen Bloom</u>	Assistant Treasurer
_____	Assistant Secretary
_____	Assistant Secretary
_____	Assistant Secretary

PASSED AND ADOPTED THIS 21st DAY OF DECEMBER, 2021

Chairperson

Secretary