

**RIVERWOOD  
COMMUNITY DEVELOPMENT DISTRICT**

**MAY 16, 2023  
AGENDA PACKAGE**

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT****Board of Supervisors**

Michael Spillane, Chairman  
 Donald Myhrberg, Vice-Chairman  
 Dolly Syrek, Treasurer/Assistant Secretary  
 Greg Gipp, Assistant Secretary  
 Dr. Cameron McKee, Assistant Secretary

**District Staff**

Justin Fairecloth, District Manager  
 Scott Rudacille, District Attorney

**Regular Meeting Agenda**  
**Tuesday, May 16, 2023 at 2:00 p.m.**

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- 1. Call to Order and Roll Call**
- 2. Approval of the May 16, 2023 Agenda**
- 3. Audience Comments on Agenda Items**
- 4. Approval of Consent Agenda**
  - A. Approval of the Minutes of April 18, 2023 Meeting
  - B. Acceptance of the Financial Report and Check Register as of April 2023
- 5. Public Hearing to Consider Amendments to Rules and Fee Changes**
  - A. Consideration of Resolution 2023-02, Amendments to Rules Relating to Water and Sewer Utility Rules, Riverwood Campus, Membership, Riverwood Activity Center, Beach Club Facilities, Campus Access Control and Fee and Charges
- 6. On-Site Manager's Report**
- 7. Monthly Client Report**
- 8. Safety and Access Control Supervisor Report**
- 9. District Manager's Report**
  - A. Follow Up Items
  - B. Consideration of Resolution 2023-03, Approving the Proposed Fiscal Year 2024 Budget and Setting the Public Hearing for August 15, 2023
- 10. Attorney's Report**
- 11. Old Business**
  - A. Approval of Landscape Committee Description
- 12. New Business**
  - A. Aquatic Weed Control, Inc. Proposal
  - B. Engineering Services WWTP Operation Permit Renewal
    - i. Source, Inc. Proposal
- 13. Other Committee Reports**
  - A. Beach Club Committee: Mr. Spillane
  - B. Campus Committee: Ms. Syrek

**District Office:**

Inframark, Community Management Services  
 210 North University Drive, Suite 702  
 Coral Springs, Florida 33071  
 (954) 603-0033

**Meeting Location:**

Riverwood Activity Center  
 4250 Riverwood Drive  
 Port Charlotte, Florida 33953  
 (941) 979-8720

- C. Dog Park Committee: Dr. McKee
- D. Environmental Committee: Mr. Myhrberg
- E. Finance Committee: Ms. Syrek
- F. Landscape Committee: Mr. Gipp
- G. RV Park Committee Report: Mr. Myhrberg
- H. Safety & Access Control Committee: Dr. McKee
- I. Sewer Committee: Mr. Gipp
- J. Strategic Planning Committee: Mr. Myhrberg
- K. Water/Utility Committee: Mr. Spillane

**14. Supervisor Comments**

**15. Audience Comments**

**16. Adjournment**

**The next meeting is scheduled to be held Tuesday, June 20, 2023 at 2:00 p.m.**

**District Office:**  
Inframark, Community Management Services  
210 North University Drive, Suite 702  
Coral Springs, Florida 33071  
(954) 603-0033

**Meeting Location:**  
Riverwood Activity Center  
4250 Riverwood Drive  
Port Charlotte, Florida 33953  
(941) 979-8720

# **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, April 18, 2023 at 2:00 p.m. at the Riverwood Activity Center, located at 4250 Riverwood Drive, Port Charlotte, Florida.

Present and constituting a quorum were:

Michael Spillane	Chairman
Donald Myhrberg	Vice Chairman
Dolly Syrek	Treasurer/Assistant Secretary
Dr. Cameron McKee	Assistant Secretary
Gregg Gipp	Assistant Secretary ( <i>via phone</i> )

Also present were:

Justin Faircloth	District Manager
Scott Rudacille	District Counsel
John Mercer	On-Site Manager
Ron Lesinski	Riverwood CDD
Kyle Nornberg	Florida Utility Solutions
Members of the Public	

*Following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS** **Call to Order and Roll Call**

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

On MOTION by Ms. Syrek, seconded by Mr. Myhrberg with all in favor the Board authorized Mr. Gipp to attend the meeting and vote by phone.

**SECOND ORDER OF BUSINESS** **Approval of the April 18, 2023 Agenda**

- Mr. Faircloth noted the need to add the following:
  - 4.C. Pay increases per Ms. Syrek’s 3.21.23 email.
  - 10.A. Rule Changes – Fee Increases Discussion.
  - 11.A. Mid-Atlantic Agreement for Landscape Maintenance.
  - 11.B. Landscape Committee Discussion.

On MOTION by Ms. Syrek seconded by Dr. McKee with all in favor, the April 18, 2023 Agenda was approved as amended.

April 18, 2023

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

- 43
  - Residents commented on irrigation issues.

44

45 **FOURTH ORDER OF BUSINESS** **Approval of Consent Agenda**

46 **A. Approval of the Minutes of March 21, 2023 Meeting**

47 **B. Acceptance of the Financial Report and Check Registers as of March 2023**

48 **C. Pay increases per Ms. Syrek's 3.21.23 email**

49

50 On MOTION by Mr. Myhrberg, seconded by Ms. Syrek with all in  
51 favor the Consent Agenda, adding item C. Pay Increases per Ms.  
52 Syrek's 3.21.23 email was approved as amended.

53

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

- 55
  - Mr. Mercer presented his report.

56 **A. Welch Tennis Courts Proposal**

- 57
  - Mr. Mercer informed the Board of an increase on the proposal.

58 On MOTION by Mr. Myhrberg, seconded by Ms. Syrek with all in favor  
59 the revised proposal from Welch Tennis Courts in the amount of \$96,600  
60 was approved.

61

62 Mr. Mercer continued with his report.

- 63
  - Removal of the pergola after approval from the insurer's engineer.
  - Pool contract with Pool Troopers was cancelled, and a new firm will begin visiting the site daily as required by the Health Department.
  - The Board was updated on the tennis court lighting project by Synergy Electric and the pickleball resurfacing project.
  - RFID system install.
  - Mr. Mercer informed the Board the RCA requested a delay on the office space move and to remain in their current offices until 6/1/23.

71 On MOTION by Dr. McKee, seconded by Mr. Myhrberg with all in favor  
72 the Board approved the RCA to remain in their current office space until  
73 June 1, 2023, if they provide plans of what they intend to do with the  
74 building.

75

- 76
  - Beach Club attendant hurt in a vehicle incident, looking to find a replacement.

77

78 **SIXTH ORDER OF BUSINESS** **Monthly Client Report**

- 79
  - Mr. Nornberg reviewed the report with the Board.

- 80 • Mr. Spillane commented on potential plans to improve irrigation.

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

- 83 • Mr. Lesinski commented on repairs to the back gate, use of equipment, and inquiries from  
84 the Golf Club and residents. He updated the Board on efforts to capture burglars within  
85 the community.
- 86 • The Board discussed the date of 5/1/23 for when the RFID system would be fully  
87 operational.

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

89 **A. Follow Up Items**

- 90 • Mr. Faircloth noted that FL GIS should be sending out a link this week for the Board to  
91 review the progress of their work.
- 92 • Mr. Faircloth noted Inframark needs responses from Ms. Syrek regarding the RFP for the  
93 audit, and the RFP will be advertised.

94 **B. Discussion of Preliminary Fiscal Year 2024 Budget**

- 95 • Mr. Faircloth noted the information was received as of Friday for the FY 2024 budget from  
96 the Finance Committee, and a draft budget would be included in the 5/16/23 agenda  
97 package for approval by the Board.
- 98 • Mr. Faircloth noted he worked with DLC during the past month for items requested by  
99 FEMA.

100 **NINTH ORDER OF BUSINESS** **Attorney's Report**

- 101 • Mr. Rudacille provided an update regarding the complaint against Evatech noting an attorney  
102 is representing them.

103 **TENTH ORDER OF BUSINESS Old Business**

104 **A. Rule Changes – Fee Increases Discussion**

- 105 • The Board requested the proposed Beach Club Fee be changed from \$425 to \$475 for  
106 consideration at the 5/16/23 public hearing.
- 107 • Ms. Myhrberg will provide an updated rules document for consideration.
- 108 • Mr. Rudacille noted he has comments he will provide for review.

109 **ELEVENTH ORDER OF BUSINESS** **New Business**

110 **A. Mid-Atlantic Agreement for Landscape Maintenance**

111 **B. Landscape Committee Discussion**

112

113 

On MOTION by Dr. McKee, seconded by Mr. Myhrberg with all in favor
--



114 the revised agreement with Mid-Atlantic for Landscape Maintenance  
115 through September 30, 2023 was approved.

116  
117 On MOTION by Ms. Syrek seconded by Mr. Myhrberg with all in favor  
118 the development of a Landscape Committee with the following members  
119 Don Witt, Jeff Stack, Beth Lanney, Bob Daniels, Judy Rosall, Tony  
120 Stagliano and Mike Bockmiller was approved.

- 121  
122 • The Board scheduled the meeting time as the first Wednesday of the month at 10:00 a.m.,  
123 and that Mr. Gipp would be the CDD Liaison for the Committee.

124 **TWELFTH ORDER OF BUSINESS** **Other Committee Reports**

125 **A. Beach Club Committee: Mr. Spillane**

- 126 • Mr. Spillane commented on the the weekend attendant’s unfortunate incident and noted  
127 they were looking for a replacement.

128 **B. Campus Committee: Ms. Syrek**

- 129 • Ms. Syrek noted the Committee recommended updates to the pickleball courts as soon as  
130 possible.

131  
132 On MOTION by Ms. Syrek, seconded by Mr. Myhrberg with all in favor  
133 the Board approved spot cleaning/refinishing of the dance floor.

134  
135 On MOTION by Dr. McKee, seconded by Mr. Myhrberg with all in favor  
136 the monthly cleaning and servicing of the fitness equipment effective  
137 October 1, 2023 was approved.

138  
139 **C. Dog Park Committee: Dr. McKee**

- 140 • Dr. McKee noted there was no meeting.

141 **D. Environmental Committee: Mr. Myhrberg**

- 142 • Mr. Myhrberg provided an update on efforts to remove invasive plants from the  
143 preserves/wetlands, to minimize erosion on the stormwater system lake banks.

144 **E. Finance Committee: Ms. Syrek**

- 145 • Ms. Syrek provided an update.

146 On MOTION by Ms. Syrek, seconded by Mr. Myhrberg with all in favor  
147 the Board approved suspension of entries into the General Fund Reserve  
148 as of April 1, 2023 until further notice for FY 2023 due to additional  
149 expenses the District will incur as a result of its termination with the RCA.

150  
151 **F. RV Park Committee Report: Mr. Myhrberg**

April 18, 2023

- 152 • Mr. Myhrberg commented on an upcoming RV Park Survey.
- 153 **G. Safety & Access Control Committee: Dr. McKee**
- 154 • Dr. McKee provided updates on future improvements and discussed resuming a security
- 155 patrol.
- 156 **H. Sewer Committee: Mr. Gipp**
- 157 • Mr. Gipp provided an update and noted the contract negotiations were underway with
- 158 MuniBilling and Florida Utility Solutions for the contracts that will expire in February
- 159 2024.
- 160 **I. Strategic Planning Committee: Mr. Myhrberg**
- 161 • Mr. Myhrberg discussed the results of the recent resident survey.
- 162 **J. Water/Utility Committee: Mr. Spillane**
- 163 • Mr. Spillane commented flushing and an upcoming RFP for hydrologist services.
- 164

165 **THIRTEENTH ORDER OF BUSINESS** **Supervisor Comments**

- 166 • Mr. Myhrberg inquired about flushing efforts.
- 167

168 **FOURTEENTH ORDER OF BUSINESS** **Audience Comments**

- 169 • Residents inquired about flushing of the irrigation system and discussed RCA funding of
- 170 tennis court repairs, and the survey to residents.

171 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

172

173 On MOTION by Ms. Syrek, seconded by Dr. McKee, with all in

174 favor, the meeting was adjourned at 4:08 p.m.

175

176

177

178 \_\_\_\_\_  
Michael Spillane  
179 Chairman

**4B**

# Riverwood Community Development District

## Financial Statements

*(unaudited)*

April 30, 2023

*Prepared by*



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**Riverwood Community Development District**

**Financial Statements**

**Balance Sheet**  
April 30, 2023

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
<b>Assets</b>										
<b>Current Assets</b>										
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,343,116	\$ 2,343,116
Equity in Pooled Cash	1,080,388	2,144,217	165,522	80,186	-	-	626,890	1,965,308	(6,062,511)	-
Accounts Receivable	-	-	-	-	-	-	29,948	-	-	29,948
Accounts Receivable > 120	-	-	-	-	-	-	147	-	-	147
FEMA Receivable	233,358	-	9,200	-	-	-	29,885	-	-	272,443
Loan Due from Beach Fund	165,492	-	-	-	-	-	-	-	-	165,492
Investments:										
Money Market Account	-	-	-	-	-	-	-	-	3,719,395	3,719,395
Interest Account	-	-	-	-	-	111,933	-	-	-	111,933
Reserve Fund	-	-	-	-	-	131,302	-	-	-	131,302
Revenue Fund	-	-	-	-	-	335,637	-	-	-	335,637
Sinking fund	-	-	-	-	-	440,000	-	-	-	440,000
Prepaid Items	2,588	-	857	-	-	-	2,734	-	-	6,179
Accrued Revenue	-	-	-	-	-	-	195,552	-	-	195,552
Deposits	12,378	-	-	-	-	-	-	-	-	12,378
<b>Total Current Assets</b>	<b>1,494,204</b>	<b>2,144,217</b>	<b>175,579</b>	<b>80,186</b>	<b>-</b>	<b>1,018,872</b>	<b>885,156</b>	<b>1,965,308</b>	<b>-</b>	<b>7,763,522</b>
<b>Noncurrent Assets</b>										
Fixed Assets										
Land	-	-	-	-	-	-	343,998	-	-	343,998
Buildings	-	-	-	-	-	-	1,413,584	-	-	1,413,584
Accum Depr - Buildings	-	-	-	-	-	-	(829,875)	-	-	(829,875)
Infrastructure	-	-	-	-	-	-	10,649,119	-	-	10,649,119
Accum Depr - Infrastructure	-	-	-	-	-	-	(4,210,623)	-	-	(4,210,623)
Equipment and Furniture	-	-	-	-	-	-	37,977	-	-	37,977
Accum Depr - Equip/Furniture	-	-	-	-	-	-	(12,203)	-	-	(12,203)
<b>Total Noncurrent Assets</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,391,977</b>	<b>-</b>	<b>-</b>	<b>7,391,977</b>
<b>Total Assets</b>	<b>\$ 1,494,204</b>	<b>\$ 2,144,217</b>	<b>\$ 175,579</b>	<b>\$ 80,186</b>	<b>\$ -</b>	<b>\$ 1,018,872</b>	<b>\$ 8,277,133</b>	<b>\$ 1,965,308</b>	<b>\$ -</b>	<b>\$ 15,155,499</b>

**Riverwood Community Development District**

**Financial Statements**

**Balance Sheet**  
April 30, 2023

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
<b>Liabilities</b>										
<b>Current Liabilities</b>										
Accounts Payable	\$ 14,675	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,855	\$ -	\$ -	\$ 16,530
Accrued Expenses	14,103	-	569	-	-	-	84,807	-	-	99,479
Sales Tax Payable	7	16	30	-	-	-	-	-	-	53
Deposits	-	-	-	-	-	-	203,904	-	-	203,904
Loan Due to General Fund	-	-	-	-	165,492	-	-	-	-	165,492
<b>Total Current Liabilities</b>	<b>28,785</b>	<b>16</b>	<b>599</b>	<b>-</b>	<b>165,492</b>	<b>-</b>	<b>290,566</b>	<b>-</b>	<b>-</b>	<b>485,458</b>
<b>Total Liabilities</b>	<b>28,785</b>	<b>16</b>	<b>599</b>	<b>-</b>	<b>165,492</b>	<b>-</b>	<b>290,566</b>	<b>-</b>	<b>-</b>	<b>485,458</b>
<b>Fund Balances / Net Position</b>										
<b>Nonspendable:</b>										
Prepaid Items	2,588	-	-	-	-	-	-	-	-	2,588
<b>Restricted for:</b>										
Debt Service	-	-	-	-	-	1,018,872	-	-	-	1,018,872
<b>Assigned to:</b>										
Operating Reserves	350,000	-	-	-	-	-	-	-	-	350,000
Reserves - Activity Center	-	561,775	-	-	-	-	-	-	-	561,775
Reserves - Settlement	-	232,856	-	-	-	-	-	-	-	232,856
Environmental Services	-	421,230	-	-	-	-	-	-	-	421,230
Reserves - Roadways	-	799,594	-	-	-	-	-	-	-	799,594
Reserves - RV Park	-	128,746	-	-	-	-	-	-	-	128,746
Reserves - Beach Club	-	-	-	80,186	-	-	-	-	-	160,372
<b>Unassigned:</b>	<b>1,112,831</b>	<b>-</b>	<b>174,980</b>	<b>-</b>	<b>(165,492)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,122,319</b>
Net Investment in capital assets	-	-	-	-	-	-	7,391,976	-	-	7,391,976
Reserves - Emergency	-	-	-	-	-	-	-	240,667	-	240,667
Reserves - Sewer System	-	-	-	-	-	-	-	1,391,622	-	1,391,622
Reserves - Water System	-	-	-	-	-	-	-	135,335	-	135,335
Reserves - Irrigation System	-	-	-	-	-	-	-	197,684	-	197,684
Unrestricted/Unreserved	-	-	-	-	-	-	594,591	-	-	594,591
<b>Total Fund Balances / Net Position</b>	<b>1,465,419</b>	<b>2,144,201</b>	<b>174,980</b>	<b>80,186</b>	<b>(165,492)</b>	<b>1,018,872</b>	<b>7,986,567</b>	<b>1,965,308</b>	<b>-</b>	<b>14,589,855</b>
<b>Total Liabilities &amp; Fund Balances / Net Position</b>	<b>\$ 1,494,204</b>	<b>\$ 2,144,217</b>	<b>\$ 175,579</b>	<b>\$ 80,186</b>	<b>\$ -</b>	<b>\$ 1,018,872</b>	<b>\$ 8,277,133</b>	<b>\$ 1,965,308</b>	<b>\$ -</b>	<b>\$ 15,155,499</b>

**Riverwood Community Development District**

*Financial Statements*

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Special Assmnts- Tax Collector	\$ 58,182	\$ 66,656	\$ (8,474)	\$ 1,328,396	\$ 1,354,155	\$ (25,759)	-1.9%	\$ 1,354,155
Special Assmnts- Discounts	-	(2,690)	2,690	(44,933)	(54,654)	9,721	-17.8%	(54,654)
Non-Resident Members	-	833	(833)	5,350	5,831	(481)	-8.2%	10,000
Other Miscellaneous Revenues	100	42	58	3,982	294	3,688	1254.5%	500
Interest - Investments	4,206	141	4,065	20,814	987	19,827	2008.9%	1,693
<b>Total Revenue / Other Sources</b>	<b>62,488</b>	<b>64,982</b>	<b>(2,494)</b>	<b>1,313,610</b>	<b>1,306,613</b>	<b>6,997</b>	<b>0.5%</b>	<b>1,311,694</b>

**Expenditures**

**Administration**

P/R-Board of Supervisors	181	225	44	1,987	1,575	(412)	-26.2%	2,696
Payroll-Salaries	1,881	1,644	(237)	12,514	11,508	(1,006)	-8.7%	19,724
ProfServ-Engineering	-	542	542	-	3,794	3,794	n/a	6,500
ProfServ-Mgmt Consulting	6,703	6,703	(0)	46,964	46,921	(43)	-0.1%	80,437
ProfServ-Legal Services	3,783	2,917	(866)	24,788	20,419	(4,369)	-21.4%	35,000
ProfServ-Trustee Fees	-	-	-	-	3,717	3,717	n/a	3,717
Auditing Services	1,300	1,800	500	3,800	3,600	(200)	-5.6%	3,600
Communications-Other	278	250	(28)	2,952	1,750	(1,202)	-68.7%	3,000
Insurance	-	-	-	23,284	20,712	(2,572)	-12.4%	20,712
Misc-Non Ad Valorem Taxes	-	208	208	17	1,456	1,439	98.8%	2,500
Misc-Assessment Collection Cost	1,164	1,279	115	25,669	26,000	331	1.3%	26,000
Website Hosting/Email services	-	275	275	1,946	1,925	(21)	-1.1%	3,300
Janitorial /Office supplies	-	167	167	-	1,169	1,169	n/a	2,000
Office Expense	900	1,000	100	3,574	7,000	3,426	48.9%	12,000
Misc-Credit Card Fees	1	103	102	222	721	499	69.2%	1,232
<b>Total Administration</b>	<b>16,190</b>	<b>17,113</b>	<b>923</b>	<b>147,717</b>	<b>152,267</b>	<b>4,550</b>	<b>3.0%</b>	<b>222,418</b>



**Riverwood Community Development District**

*Financial Statements*

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Environmental Services</b>								
Payroll-Environmental Services	5,366	3,533	(1,833)	29,336	24,731	(4,605)	-18.6%	42,391
Contracts-Preserve Maintenance	-	2,917	2,917	-	20,419	20,419	n/a	35,000
Contracts-Lakes	1,850	2,017	167	12,950	14,119	1,169	8.3%	24,200
ProfServ-Consultants	1,273	1,250	(23)	4,624	8,750	4,126	47.2%	15,000
Electricity - General	393	200	(193)	1,968	1,400	(568)	-40.6%	2,400
Utility - Water & Sewer	228	167	(61)	916	1,169	253	21.7%	2,000
R&M-Sidewalks	-	833	833	3,360	5,831	2,471	42.4%	10,000
R&M-Storm Drain Cleaning	14,625	1,250	(13,375)	26,946	8,750	(18,196)	-208.0%	15,000
R&M-Preserves	-	5,000	5,000	3,385	35,000	31,615	90.3%	60,000
R&M-Road Scaping	96	833	737	446	5,831	5,385	92.3%	10,000
R&M-Roads,Signage,Striping	-	917	917	-	6,419	6,419	n/a	11,000
R&M-Lakes,Bank Erosion,Planting	-	417	417	-	2,919	2,919	n/a	5,000
Misc-Contingency	-	1,763	1,763	-	12,341	12,341	n/a	21,157
<b>Total Environmental Services</b>	<b>23,831</b>	<b>21,097</b>	<b>(2,734)</b>	<b>83,931</b>	<b>147,679</b>	<b>63,748</b>	<b>43.2%</b>	<b>253,148</b>
<b>Activity Center Campus</b>								
P/R-Board of Supervisors	135	167	32	1,482	1,169	(313)	-26.7%	2,000
Payroll-Salaries	2,334	2,055	(279)	15,895	14,385	(1,510)	-10.5%	24,656
Payroll-Maintenance	2,743	1,449	(1,294)	11,680	10,143	(1,537)	-15.2%	17,391
Payroll-Gatehouse	20,416	20,467	52	150,101	143,272	(6,829)	-4.8%	245,609
Electricity - General	4,653	4,222	(431)	29,538	29,554	16	0.1%	50,666
Utility - Water & Sewer	1,557	1,333	(224)	7,610	9,331	1,721	18.4%	16,000
Insurance - Property	-	-	-	36,090	32,100	(3,990)	-12.4%	32,103
R&M-Pools	8,833	667	(8,166)	13,048	4,669	(8,379)	-179.5%	8,000
R&M-Fitness Equipment	-	417	417	1,568	2,919	1,351	46.3%	5,000
R&M-Gate	735	2,083	1,349	4,190	14,583	10,394	71.3%	25,000
R&M-Gatehouse/Security	(5,444)	2,083	7,527	6,233	14,583	8,351	57.3%	25,000
Op Supplies - Gatehouse	167	1,250	1,083	1,404	8,750	7,346	84.0%	15,000
R&M-Activity Campus Buildings	(9,284)	3,333	12,617	20,413	23,331	2,918	12.5%	40,000
Misc-Special Projects	-	6,373	6,373	-	44,611	44,611	n/a	76,477
Tools and Equipment	179	1,250	1,071	3,763	8,750	4,987	57.0%	15,000
Operating Supplies	-	167	167	-	1,169	1,169	n/a	2,000
Misc-Contingency	-	1,520	1,520	-	10,640	10,640	n/a	18,241
Capital Outlay	-	-	-	10,145	-	(10,145)	0.0%	-
<b>Total Activity Center Campus</b>	<b>27,022</b>	<b>48,837</b>	<b>21,815</b>	<b>313,159</b>	<b>373,960</b>	<b>60,800</b>	<b>16.3%</b>	<b>618,143</b>
<b>Total Expenditures</b>	<b>67,044</b>	<b>87,047</b>	<b>20,003</b>	<b>544,807</b>	<b>673,906</b>	<b>129,099</b>	<b>19.2%</b>	<b>1,093,709</b>

**Riverwood Community Development District**

*Financial Statements*

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Transfers Out</b>								
Reserve - Activity Center Campus	-	6,499	6,499	38,993	45,493	6,501	14.3%	77,985
Reserve - Roadways	-	10,833	10,833	65,000	75,831	10,831	14.3%	130,000
Reserve - Environmental Services	-	833	833	5,000	5,831	831	14.3%	10,000
<b>Total Transfers Out</b>	<b>-</b>	<b>18,165</b>	<b>18,165</b>	<b>108,992</b>	<b>127,155</b>	<b>18,163</b>	<b>14.3%</b>	<b>217,985</b>
<b>Total Expenditures &amp; Transfers</b>	<b>67,044</b>	<b>105,212</b>	<b>38,168</b>	<b>653,799</b>	<b>801,061</b>	<b>147,261</b>	<b>18.4%</b>	<b>1,311,694</b>
Net Surplus (Deficit)	<u>\$ (4,556)</u>	<u>\$ (40,230)</u>	<u>\$ 35,674</u>	659,811	505,552	154,258		-
<b>Fund balance as of Oct 01, 2022</b>				805,608	805,608	-		805,608
<b>Fund Balance as of Apr 30, 2023</b>				<u>\$ 1,465,418</u>	<u>\$ 1,311,160</u>	<u>\$ 154,258</u>		<u>\$ 805,608</u>

**Riverwood Community Development District**

*Financial Statements*

**General Fund - Reserves**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
RV Parking Lot Revenue	225	4,750	(4,525)	54,148	33,250	20,898	62.9%	57,000
Transfer In - Roadways	-	10,833	(10,833)	65,000	75,831	(10,831)	-14.3%	130,000
Transfer In - Environmental Services	-	833	(833)	5,000	5,831	(831)	-14.3%	10,000
Transfer In - Activity Center Campus	-	6,499	(6,499)	38,993	45,493	(6,501)	-14.3%	77,985
Other Miscellaneous Revenues	1	-	1	48	-	48	n/a	-
Interest - Investments	8,180	-	8,180	44,182	-	44,182	n/a	-
<b>Total Revenue / Other Sources</b>	<b>8,405</b>	<b>22,915</b>	<b>(14,510)</b>	<b>207,371</b>	<b>160,405</b>	<b>46,966</b>	<b>29.3%</b>	<b>274,985</b>
<b>Expenditures</b>								
<b>Activity Center Campus</b>								
Reserve-Activity Center Campus	-	6,499	6,499	-	45,493	45,493	100.0%	77,985
R&M-Gatehouse/Security	5,645	-	(5,645)	5,645	-	(5,645)	n/a	-
R&M-Activity Center	13,082	-	(13,082)	22,953	-	(22,953)	n/a	-
R&M-Pools	-	-	-	23,980	-	(23,980)	n/a	-
<b>Total Activity Center Campus</b>	<b>18,727</b>	<b>6,499</b>	<b>(12,228)</b>	<b>52,578</b>	<b>45,493</b>	<b>(7,085)</b>	<b>-15.6%</b>	<b>77,985</b>
<b>Roadways</b>								
Reserve - Roadways	-	10,833	10,833	-	75,831	75,831	100.0%	130,000
Materials & Supplies	-	-	-	41,250	-	(41,250)	n/a	-
<b>Total Roadways</b>	<b>-</b>	<b>10,833</b>	<b>10,833</b>	<b>41,250</b>	<b>75,831</b>	<b>34,581</b>	<b>45.6%</b>	<b>130,000</b>
<b>RV Park</b>								
Reserve - RV Park	-	2,506	2,506	-	17,542	17,542	100.0%	30,070
Payroll- RV Park	1,459	1,000	(459)	8,295	7,000	(1,295)	-18.5%	12,000
Materials & Supplies	-	417	417	4,728	2,919	(1,809)	-62.0%	5,000
Capital Projects	-	708	708	-	4,956	4,956	100.0%	8,500
Postage and Freight	-	3	3	-	21	21	100.0%	40
Fuel, Gasoline and Oil	-	8	8	-	56	56	100.0%	90
Credit Card Fees	7	108	101	1,237	756	(481)	-63.6%	1,300
<b>Total RV Park</b>	<b>1,466</b>	<b>4,750</b>	<b>3,284</b>	<b>14,260</b>	<b>33,250</b>	<b>18,990</b>	<b>57.1%</b>	<b>57,000</b>
<b>Environmental Services</b>								
Reserve - Environmental Services	-	833	833	-	5,831	5,831	100.0%	10,000
<b>Total Environmental Services</b>	<b>-</b>	<b>833</b>	<b>833</b>	<b>-</b>	<b>5,831</b>	<b>5,831</b>	<b>100.0%</b>	<b>10,000</b>
<b>Total Expenditures</b>	<b>20,193</b>	<b>22,915</b>	<b>2,722</b>	<b>108,088</b>	<b>160,405</b>	<b>52,317</b>	<b>32.6%</b>	<b>274,985</b>
Net Surplus (Deficit)	<b>\$ (11,788)</b>	<b>\$ -</b>	<b>\$ (11,788)</b>	99,283	-	99,283		-
Fund balance as of Oct 01, 2022				2,044,918	2,044,918	-		2,044,918
Fund Balance as of Apr 30, 2023				<b>\$ 2,144,201</b>	<b>\$ 2,044,918</b>	<b>\$ 99,283</b>		<b>\$ 2,044,918</b>

**Riverwood Community Development District**

*Financial Statements*

**General Fund - Reserves**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

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

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Environmental Services Reserve	\$407,706	\$5,000	\$8,524	\$0	\$421,230
Activity Center Campus Reserve	\$539,731	\$39,041	\$11,602	\$28,598	\$561,776
Roadways Reserve	\$759,490	\$65,000	\$16,354	\$41,250	\$799,594
Construction Settlement Reserve	\$251,618	\$0	\$5,218	\$23,980	\$232,856
RV Park Reserve	\$86,373	\$54,148	\$2,484	\$14,260	\$128,746
<b>Total</b>	<b>\$2,044,918</b>	<b>\$163,189</b>	<b>\$44,182</b>	<b>\$108,088</b>	<b>\$2,144,201</b>

**Riverwood Community Development District**

*Financial Statements*

**Beach Club Fund - Operations**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Membership Dues	\$ -	\$ -	\$ -	\$ 161,500	\$ 161,500	\$ -	0.0%	\$ 161,500
Initiation Fees	200	250	(50)	1,800	1,750	50	2.9%	3,000
Amenities Revenue	198	83	115	792	581	211	36.3%	1,000
Summer Membership	-	625	(625)	-	4,375	(4,375)	-100.0%	7,500
Other Miscellaneous Revenues	26	42	(16)	195	294	(99)	-33.8%	500
Interest - Investments	298	17	281	1,598	119	1,479	1242.7%	200
<b>Total Revenue / Other Sources</b>	<b>722</b>	<b>1,017</b>	<b>(295)</b>	<b>165,884</b>	<b>168,619</b>	<b>(2,735)</b>	<b>-1.6%</b>	<b>173,700</b>

**Expenditures**

**Beach Club Operations**

Payroll-Administrative	530	417	(113)	3,366	2,919	(447)	-15.3%	5,000
Payroll-Attendants	6,830	6,195	(635)	38,028	43,365	5,337	12.3%	74,339
ProfServ-Mgmt Consulting	429	429	(0)	3,007	3,003	(4)	-0.1%	5,150
Auditing Services	650	900	250	1,900	1,800	(100)	-5.6%	1,800
Contracts-On-Site Maintenance	-	83	83	467	581	114	19.6%	1,000
Contracts-Landscape	-	250	250	-	1,750	1,750	100.0%	3,000
Communication - Telephone	221	208	(13)	1,268	1,456	188	12.9%	2,500
Utility - General	60	75	15	529	525	(4)	-0.8%	900
Utility - Refuse Removal	73	75	2	512	525	13	2.5%	900
Utility - Water & Sewer	80	150	70	560	1,050	490	46.7%	1,800
Insurance	-	-	-	19,667	17,495	(2,172)	-12.4%	17,495
R&M-Buildings	147	417	270	1,639	2,919	1,280	43.9%	5,000
R&M-Equipment	-	417	417	610	2,919	2,309	79.1%	5,000
Preventative Maint-Security Systems	-	146	146	-	1,022	1,022	100.0%	1,750
Misc-Special Projects	-	250	250	-	1,750	1,750	100.0%	3,000
Misc-Web Hosting	-	46	46	-	322	322	100.0%	550
Misc-Taxes	-	-	-	842	756	(86)	-11.4%	756
Misc-Contingency	-	260	260	-	1,820	1,820	100.0%	3,116
Credit Card Fees	8	417	409	4,080	2,919	(1,161)	-39.8%	5,000
Office Supplies	-	17	17	-	119	119	100.0%	200
Op Supplies - General	84	83	(1)	417	581	164	28.3%	1,000
<b>Total Beach Club Operations</b>	<b>9,112</b>	<b>10,835</b>	<b>1,723</b>	<b>76,892</b>	<b>89,596</b>	<b>12,704</b>	<b>14.2%</b>	<b>139,256</b>

**Riverwood Community Development District**

*Financial Statements*

**Beach Club Fund - Operations**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Debt Service</b>								
Principal Debt Retirement	-	-	-	-	-	-	n/a	23,617
Interest Expense	-	-	-	-	-	-	n/a	827
<b>Total Debt Service</b>	-	-	-	-	-	-	n/a	<b>24,444</b>
<b>Total Expenditures</b>	<b>9,112</b>	<b>10,835</b>	<b>1,723</b>	<b>76,892</b>	<b>89,596</b>	<b>12,704</b>	<b>14.2%</b>	<b>163,700</b>
<b>Transfer Out</b>								
Reserve - Beach Club	833	833	(0)	5,833	5,831	(2)	0.0%	10,000
<b>Total Transfer Out</b>	<b>833</b>	<b>833</b>	<b>(0)</b>	<b>5,833</b>	<b>5,831</b>	<b>(2)</b>	<b>0.0%</b>	<b>10,000</b>
<b>Total Expenditures &amp; Transfer</b>	<b>9,946</b>	<b>11,668</b>	<b>1,722</b>	<b>82,725</b>	<b>95,427</b>	<b>12,702</b>	<b>13.3%</b>	<b>173,700</b>
Net Surplus (Deficit)	<u>\$ (9,224)</u>	<u>\$ (10,651)</u>	<u>\$ 1,427</u>	83,159	73,192	9,967		-
Fund balance as of Oct 01, 2022				91,822	91,822	-		91,822
Fund Balance as of Apr 30, 2023				<u>\$ 174,981</u>	<u>\$ 165,014</u>	<u>\$ 9,967</u>		<u>\$ 91,822</u>

**Riverwood Community Development District**

*Financial Statements*

**Beach Club Fund - Reserves**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Transfer in - Beach Club	\$ 833	\$ 833	\$ 0	\$ 5,833	\$ 5,831	\$ 2	0.0%	\$ 10,000
<b>Total Revenue / Other Sources</b>	<b>833</b>	<b>833</b>	<b>0</b>	<b>5,833</b>	<b>5,831</b>	<b>2</b>	<b>0.0%</b>	<b>10,000</b>
<b>Expenditures</b>								
Reserve - Beach Club	-	833	833	-	5,831	5,831	100.0%	10,000
<b>Total Expenditures</b>	<b>-</b>	<b>833</b>	<b>833</b>	<b>-</b>	<b>5,831</b>	<b>5,831</b>	<b>0.0%</b>	<b>10,000</b>
Net Surplus (Deficit)	<u>\$ 833</u>	<u>\$ -</u>	<u>\$ 833</u>	5,833	-	5,833		-
Fund balance as of Oct 01, 2022				74,352	74,352	-		74,352
Fund Balance as of Apr 30, 2023				<u>\$ 80,186</u>	<u>\$ 74,352</u>	<u>\$ 5,833</u>		<u>\$ 74,352</u>

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Beach Club Reserve	\$74,353	\$5,833	\$0	\$0	\$80,186
<b>Total</b>	<b>\$74,353</b>	<b>\$5,833</b>	<b>\$0</b>	<b>\$0</b>	<b>\$80,186</b>

**Beach Club Fund - Loan**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
<b>Total Revenue / Other Sources</b>	-	-	-	-	-	-	n/a	-
<b>Expenditures</b>								
<b>Total Expenditures</b>	-	-	-	-	-	-	n/a	-
Net Surplus (Deficit)	\$ -	\$ -	\$ -	-	-	-		-
Fund balance as of Oct 01, 2022				(165,492)	(165,492)	-		(165,492)
Fund Balance as of Apr 30, 2023				<u>\$ (165,492)</u>	<u>\$ (165,492)</u>	<u>\$ -</u>		<u>\$ (165,492)</u>



**Series 2018 Debt Service Fund (Valley National Bank)**

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Special Assmnts- Tax Collector	\$ 31,188	\$ 34,378	\$ (3,190)	\$ 684,613	\$ 698,412	\$ (13,799)	-2.0%	\$ 698,412
Special Assmnts- Discounts	-	(1,375)	1,375	(23,548)	(27,936)	4,388	-15.7%	(27,936)
Interest - Investments	3,445	42	3,403	12,379	294	12,085	4110.6%	500
<b>Total Revenue / Other Sources</b>	<b>34,633</b>	<b>33,045</b>	<b>1,588</b>	<b>673,444</b>	<b>670,770</b>	<b>2,674</b>	<b>0.4%</b>	<b>670,976</b>
<b>Expenditures</b>								
<b>Debt Service</b>								
Misc-Assessment Collection Cost	624	687	63	13,221	13,968	747	5.3%	13,968
Principal Debt Retirement	-	-	-	-	-	-	n/a	440,000
Interest Expense	-	-	-	111,934	111,934	(0)	0.0%	223,867
<b>Total Debt Service</b>	<b>624</b>	<b>687</b>	<b>63</b>	<b>125,155</b>	<b>125,902</b>	<b>747</b>	<b>0.6%</b>	<b>677,835</b>
<b>Total Expenditures</b>	<b>624</b>	<b>687</b>	<b>63</b>	<b>125,155</b>	<b>125,902</b>	<b>747</b>	<b>0.6%</b>	<b>677,835</b>
Net Surplus (Deficit)	<u>\$ 34,009</u>	<u>\$ 32,358</u>	<u>\$ 1,651</u>	548,289	544,869	3,421		(6,859)
Fund balance as of Oct 01, 2022				470,583	470,583	-		470,583
Fund Balance as of Apr 30, 2023				<u>\$ 1,018,873</u>	<u>\$ 1,015,452</u>	<u>\$ 3,421</u>		<u>\$ 463,724</u>

**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 April 30, 2023

(58.33% Yr Complete)

Description	Utility Services			Total	Total	Variance	%	Adopted
	Water	Sewer	Irrigation	YTD	YTD			
				Actuals	Budget	Fav (Unfav)	Variance	Budget
<b>Revenue / Other Sources</b>								
Base Charges for Services	\$ 270,328	\$ 765,177	\$ 137,058	\$ 1,172,562	\$ 1,164,737	\$ 7,825	0.7%	\$ 1,996,700
Usage Charges for Services	153,276	-	-	153,276	122,017	31,259	25.6%	209,170
Standby Fees	-	3,933	-	3,933	3,675	258	7.0%	6,300
Meter Fees	-	-	-	-	581	(581)	-100.0%	1,000
Connection Fees - W/S	-	5,000	-	5,000	-	5,000	0.0%	-
Backflow Fees	64,215	-	-	64,215	17,654	46,561	263.7%	30,259
Other Miscellaneous Revenues	1,152	5,249	-	6,401	6,881	(480)	-7.0%	11,800
Interest - Investments	2,610	4,865	1,089	8,564	469	8,095	1726.0%	800
<b>Total Revenue / Other Sources</b>	<b>491,581</b>	<b>784,224</b>	<b>138,147</b>	<b>1,413,952</b>	<b>1,316,014</b>	<b>97,938</b>	<b>7.4%</b>	<b>2,256,029</b>
<b>Expenses</b>								
Administration	30,362	96,432	12,102	138,895	163,220	24,325	14.9%	230,906
Utility Services	316,239	363,987	45,154	725,381	957,348	231,967	24.2%	1,641,123
Transfers Out	17,500	180,833	25,667	224,000	224,000	-	0.0%	384,000
<b>Total Expenses</b>	<b>364,101</b>	<b>641,252</b>	<b>82,923</b>	<b>1,088,276</b>	<b>1,344,568</b>	<b>256,292</b>	<b>19.1%</b>	<b>2,256,029</b>
Net Profit (Loss)	<u>\$ 127,480</u>	<u>\$ 142,972</u>	<u>\$ 55,224</u>	325,676	(28,554)	354,230		-
<b>Net Position as of Oct 01, 2022</b>				7,660,892	7,660,892	-		7,660,892
<b>Net Position as of Apr 30, 2023</b>				<u>\$ 7,986,568</u>	<u>\$ 7,632,338</u>	<u>\$ 354,230</u>		<u>\$ 7,660,892</u>

**Riverwood Community Development District**

*Financial Statements*

**Enterprise Fund - Water Services**

**Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Water-Base Rate	\$ 38,631	\$ 38,308	\$ 323	\$ 270,328	\$ 268,156	\$ 2,172	0.8%	\$ 459,700
Water-Usage	27,900	17,431	10,469	153,276	122,017	31,259	25.6%	209,170
Backflow Fees	(45)	2,522	(2,567)	64,215	17,654	46,561	263.7%	30,259
Other Miscellaneous Revenues	101	150	(49)	1,152	1,050	102	9.7%	1,800
Interest - Investments	745	25	720	2,610	175	2,435	1391.3%	300
<b>Total Revenue / Other Sources</b>	<b>67,333</b>	<b>58,436</b>	<b>8,897</b>	<b>491,581</b>	<b>409,052</b>	<b>82,529</b>	<b>20.2%</b>	<b>701,229</b>
<b>Administration</b>								
P/R-Board of Supervisors	185	229	44	2,033	1,603	(430)	-26.8%	2,745
Payroll-Project Manager	1,934	1,667	(267)	13,180	11,669	(1,511)	-12.9%	20,000
ProfServ-Engineering	-	417	417	-	2,919	2,919	100.0%	5,000
ProfServ-Legal Services	-	567	567	410	3,969	3,560	89.7%	6,800
ProfServ-Mgmt Consulting	456	456	(0)	3,196	3,192	(4)	-0.1%	5,474
Auditing Services	1,105	1,530	425	3,230	3,060	(170)	-5.6%	3,060
Postage and Freight	-	26	26	-	182	182	100.0%	306
Insurance	-	-	-	8,308	7,391	(917)	-12.4%	7,391
Printing and Binding	-	28	28	5	196	191	97.4%	340
Legal Advertising	-	40	40	-	280	280	100.0%	485
Miscellaneous Services	-	79	79	-	553	553	100.0%	949
Office Supplies	-	9	9	-	63	63	100.0%	102
<b>Total Administration</b>	<b>3,680</b>	<b>5,048</b>	<b>1,368</b>	<b>30,362</b>	<b>35,077</b>	<b>4,715</b>	<b>13.4%</b>	<b>52,652</b>
<b>Utility Services</b>								
ProfServ-Utility Billing	1,080	856	(224)	5,917	5,992	75	1.2%	10,266
Contracts-Other Services	3,887	4,482	595	28,992	31,374	2,382	7.6%	53,783
Utility - Base Rate	12,764	12,764	0	89,345	89,348	3	0.0%	153,162
Utility - Water-Usage	31,367	24,935	(6,432)	188,955	174,545	(14,410)	-8.3%	299,218
Utility-CCU Admin Fee	4	4	(0)	30	28	(2)	-7.3%	50
R&M-General	-	4,625	4,625	-	32,375	32,375	100.0%	55,500
Misc-Licenses & Permits	-	25	25	-	175	175	100.0%	300
Back Flow Preventors	-	2,522	2,522	-	17,654	17,654	100.0%	30,259
Misc-Contingency	3,000	1,337	(1,663)	3,000	9,359	6,359	67.9%	16,039
<b>Total Utility Services</b>	<b>52,101</b>	<b>51,550</b>	<b>(551)</b>	<b>316,239</b>	<b>360,850</b>	<b>44,611</b>	<b>12.4%</b>	<b>618,577</b>
<b>Total Expenses</b>	<b>55,781</b>	<b>56,598</b>	<b>817</b>	<b>346,601</b>	<b>395,927</b>	<b>49,326</b>	<b>12.5%</b>	<b>671,229</b>

**Enterprise Fund - Water Services**

**Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Transfers Out</b>								
Reserve - Water System	2,500	2,500	-	17,500	17,500	-	0.0%	30,000
<b>Total Transfers Out</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>17,500</b>	<b>17,500</b>	<b>-</b>	<b>0.0%</b>	<b>30,000</b>
<b>Total Expenses &amp; Transfers</b>	<b>58,281</b>	<b>59,098</b>	<b>817</b>	<b>364,101</b>	<b>413,427</b>	<b>49,326</b>	<b>11.9%</b>	<b>701,229</b>
Net Profit (Loss)	<u>\$ 9,052</u>	<u>\$ (662)</u>	<u>\$ 9,714</u>	<u>\$ 127,480</u>	<u>\$ (4,375)</u>	<u>\$ 131,855</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 April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Sewer Revenue	\$ 109,412	\$ 108,250	\$ 1,162	\$ 765,177	\$ 757,750	\$ 7,427	1.0%	\$ 1,299,000
Standby Fees	571	525	46	3,933	3,675	258	7.0%	6,300
Connection Fees - W/S	-	-	-	5,000	-	5,000	n/a	-
Other Miscellaneous Revenues	462	833	(371)	5,249	5,831	(582)	-10.0%	10,000
Interest - Investments	1,388	42	1,346	4,865	294	4,571	1554.8%	500
<b>Total Revenue / Other Sources</b>	<b>111,834</b>	<b>109,650</b>	<b>2,184</b>	<b>784,224</b>	<b>767,550</b>	<b>16,674</b>	<b>2.2%</b>	<b>1,315,800</b>
<b>Expenses</b>								
<b>Administration</b>								
P/R-Board of Supervisors	468	579	111	5,143	4,053	(1,090)	-26.9%	6,943
Payroll-Project Manager	2,485	2,167	(318)	17,018	15,169	(1,849)	-12.2%	26,000
ProfServ-Engineering	-	1,667	1,667	-	11,669	11,669	100.0%	20,000
ProfServ-Legal Services	-	1,467	1,467	683	10,269	9,587	93.4%	17,600
ProfServ-Mgmt Consulting	1,989	1,989	(0)	13,937	13,923	(14)	-0.1%	23,870
Auditing Services	2,795	3,870	1,075	8,170	7,740	(430)	-5.6%	7,740
Postage and Freight	31	65	34	156	455	299	65.8%	775
Insurance	-	-	-	50,617	45,026	(5,591)	-12.4%	45,026
Printing and Binding	-	72	72	148	504	356	70.6%	860
Legal Advertising	-	-	-	-	-	-	n/a	3
Miscellaneous Services	-	200	200	560	1,400	840	60.0%	2,399
Office Supplies	-	25	25	-	175	175	100.0%	300
<b>Total Administration</b>	<b>7,768</b>	<b>12,101</b>	<b>4,333</b>	<b>96,432</b>	<b>110,383</b>	<b>13,951</b>	<b>12.6%</b>	<b>151,516</b>
<b>Utility Services</b>								
ProfServ-Utility Billing	6,726	5,330	(1,396)	36,869	37,310	441	1.2%	63,962
Electricity - General	13,639	4,750	(8,889)	38,663	33,250	(5,413)	-16.3%	57,000
Utility - Water & Sewer	819	292	(527)	3,523	2,044	(1,479)	-72.3%	3,500
Communication - Telephone	0	542	542	3,256	3,794	538	14.2%	6,500
Contracts-Other Services	24,216	27,926	3,710	180,642	195,482	14,840	7.6%	335,110
R&M-Sludge Hauling	3,709	6,385	2,676	53,015	44,695	(8,320)	-18.6%	76,620
Maintenance - Security Systems	-	146	146	-	1,022	1,022	100.0%	1,750
R&M-General	140	20,833	20,693	23,731	145,831	122,100	83.7%	250,000
Misc-Licenses & Permits	-	12	12	-	84	84	100.0%	140
Misc-Bad Debt	-	292	292	-	2,044	2,044	100.0%	3,500
Misc-Contingency	433	2,350	1,917	1,707	16,450	14,743	89.6%	28,202
Op Supplies - Chemicals	2,040	2,333	293	22,583	16,331	(6,252)	-38.3%	28,000
<b>Total Utility Services</b>	<b>51,723</b>	<b>71,191</b>	<b>19,468</b>	<b>363,987</b>	<b>498,337</b>	<b>134,350</b>	<b>27.0%</b>	<b>854,284</b>
<b>Total Expenses</b>	<b>59,491</b>	<b>83,292</b>	<b>23,801</b>	<b>460,419</b>	<b>608,720</b>	<b>148,301</b>	<b>24.4%</b>	<b>1,005,800</b>

**Enterprise Fund - Sewer Services**

**Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Transfers Out</b>								
Reserve - Sewer System	25,833	25,833	(0)	180,833	180,831	(2)	0.0%	310,000
<b>Total Transfers Out</b>	<b>25,833</b>	<b>25,833</b>	<b>(0)</b>	<b>180,833</b>	<b>180,831</b>	<b>(2)</b>	<b>0.0%</b>	<b>310,000</b>
<b>Total Expenses &amp; Transfers</b>	<b>85,324</b>	<b>109,125</b>	<b>23,801</b>	<b>641,252</b>	<b>789,551</b>	<b>148,299</b>	<b>18.8%</b>	<b>1,315,800</b>
Net Profit (Loss)	<u>\$ 26,510</u>	<u>\$ 525</u>	<u>\$ 25,985</u>	<u>\$ 142,972</u>	<u>\$ (22,001)</u>	<u>\$ 164,973</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 April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Irrigation-Base Rate	\$ 19,805	\$ 19,833	\$ (28)	\$ 137,058	\$ 138,831	\$ (1,773)	-1.3%	\$ 238,000
Meter Fees	-	83	(83)	-	581	(581)	-100.0%	1,000
Interest - Investments	311	-	311	1,089	-	1,089	n/a	-
<b>Total Revenue / Other Sources</b>	<b>20,116</b>	<b>19,916</b>	<b>200</b>	<b>138,147</b>	<b>139,412</b>	<b>(1,265)</b>	<b>-0.9%</b>	<b>239,000</b>
<b>Expenses</b>								
<b>Administration</b>								
P/R-Board of Supervisors	109	135	26	1,197	945	(252)	-26.7%	1,616
Payroll-Project Manager	550	500	(50)	3,838	3,500	(338)	-9.7%	6,000
ProfServ-Engineering	-	443	443	-	3,101	3,101	100.0%	5,320
ProfServ-Legal Services	-	417	417	-	2,919	2,919	100.0%	5,000
ProfServ-Mgmt Consulting	196	196	1	1,370	1,372	2	0.2%	2,346
Auditing Services	650	900	250	1,900	1,800	(100)	-5.6%	1,800
Postage and Freight	-	15	15	2	105	104	98.6%	180
Insurance	-	-	-	3,793	3,374	(419)	-12.4%	3,374
Printing and Binding	-	17	17	2	119	118	98.7%	200
Legal Advertising	-	24	24	-	168	168	100.0%	285
Miscellaneous Services	-	46	46	-	322	322	100.0%	557
Office Supplies	-	5	5	-	35	35	100.0%	60
<b>Total Administration</b>	<b>1,504</b>	<b>2,698</b>	<b>1,194</b>	<b>12,102</b>	<b>17,760</b>	<b>5,658</b>	<b>31.9%</b>	<b>26,738</b>
<b>Utility Services</b>								
ProfServ-Utility Billing	498	395	(103)	2,732	2,765	33	1.2%	4,738
Electricity - General	57	2,500	2,443	3,434	17,500	14,066	80.4%	30,000
Contracts-Other Services	1,794	2,069	275	13,381	14,483	1,102	7.6%	24,823
Utility - Water-Usage	1,015	3,667	2,652	9,671	25,669	15,998	62.3%	44,000
Utility-CCU Admin Fee	4	-	(4)	30	-	(30)	n/a	-
R&M-General	11,541	4,167	(7,374)	15,907	29,169	13,262	45.5%	50,000
Misc-Contingency	-	558	558	-	3,906	3,906	100.0%	6,701
Op Supplies - Chemicals	-	667	667	-	4,669	4,669	100.0%	8,000
<b>Total Utility Services</b>	<b>14,909</b>	<b>14,023</b>	<b>(886)</b>	<b>45,154</b>	<b>98,161</b>	<b>53,007</b>	<b>54.0%</b>	<b>168,262</b>
<b>Total Expenses</b>	<b>16,414</b>	<b>16,721</b>	<b>307</b>	<b>57,256</b>	<b>115,921</b>	<b>58,665</b>	<b>50.6%</b>	<b>195,000</b>

**Riverwood Community Development District**

*Financial Statements*

**Enterprise Fund - Irrigation Services**

**Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Transfers Out</b>								
Reserves - Irrigation System	3,667	3,667	0	25,667	25,669	2	0.0%	44,000
<b>Total Transfers Out</b>	<b>3,667</b>	<b>3,667</b>	<b>0</b>	<b>25,667</b>	<b>25,669</b>	<b>2</b>	<b>0.0%</b>	<b>44,000</b>
<b>Total Expenses &amp; Transfers</b>	<b>20,080</b>	<b>20,388</b>	<b>308</b>	<b>82,923</b>	<b>141,590</b>	<b>58,667</b>	<b>41.4%</b>	<b>239,000</b>
Net Profit (Loss)	\$ 36	\$ (472)	\$ 508	\$ 55,224	\$ (2,178)	\$ 57,402		\$ -



**Riverwood Community Development District**

*Financial Statements*

**Enterprise Fund - Reserves**

**Statement of Revenues, Expenses and Changes in Net Position**

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Transfer In - Water Services	\$ 2,500	\$ 2,500	\$ -	\$ 17,500	\$ 17,500	\$ -	0.0%	\$ 30,000
Transfer In - Sewer Services	25,833	25,833	0	180,833	180,831	2	0.0%	310,000
Transfer In - Irrigation Services	3,667	3,667	(0)	25,667	25,669	(2)	0.0%	44,000
Interest - Investments	6,310	-	6,310	34,414	-	34,414	n/a	-
<b>Total Revenue / Other Sources</b>	<b>38,310</b>	<b>32,000</b>	<b>6,310</b>	<b>258,414</b>	<b>224,000</b>	<b>34,414</b>	<b>15.4%</b>	<b>384,000</b>
<b>Expenses</b>								
<b>Water Services</b>								
Capital Projects	-	-	-	261,206	-	(261,206)	n/a	-
Reserve - Water System	-	2,500	2,500	-	17,500	17,500	100.0%	30,000
<b>Total Water Services</b>	<b>-</b>	<b>2,500</b>	<b>2,500</b>	<b>261,206</b>	<b>17,500</b>	<b>(243,706)</b>	<b>-1392.6%</b>	<b>30,000</b>
<b>Sewer Services</b>								
Reserve - Sewer System	-	25,833	25,833	-	180,831	180,831	100.0%	310,000
<b>Total Sewer Services</b>	<b>-</b>	<b>25,833</b>	<b>25,833</b>	<b>-</b>	<b>180,831</b>	<b>180,831</b>	<b>100.0%</b>	<b>310,000</b>
<b>Irrigation Services</b>								
Reserves - Irrigation System	-	3,667	3,667	-	25,669	25,669	100.0%	44,000
<b>Total Irrigation Services</b>	<b>-</b>	<b>3,667</b>	<b>3,667</b>	<b>-</b>	<b>25,669</b>	<b>25,669</b>	<b>100.0%</b>	<b>44,000</b>
<b>Total Expenses</b>	<b>-</b>	<b>32,000</b>	<b>32,000</b>	<b>261,206</b>	<b>224,000</b>	<b>(37,206)</b>	<b>-16.6%</b>	<b>384,000</b>
Net Profit (Loss)	<u>\$ 38,310</u>	<u>\$ -</u>	<u>\$ 38,310</u>	(2,792)	-	(2,792)		-
Net Position as of Oct 01, 2022				1,968,100	1,968,100	-		1,968,100
Net Position as of Apr 30, 2023				<u>\$ 1,965,308</u>	<u>\$ 1,968,100</u>	<u>\$ (2,792)</u>		<u>\$ 1,968,100</u>

**Reserve Balances**

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Water Services Reserve	\$375,083	\$17,500	\$3,959	\$261,206	\$135,335
Sewer Services Reserve	\$1,184,102	\$180,833	\$26,686	\$0	\$1,391,621
Irrigation Services Reserve	\$168,248	\$25,667	\$3,769	\$0	\$197,684
Emergency Reserve	\$240,667	\$0	\$0	\$0	\$240,667
<b>Total</b>	<b>\$1,968,100</b>	<b>\$224,000</b>	<b>\$34,414</b>	<b>\$261,206</b>	<b>\$1,965,307</b>

Shared Services

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending April 30, 2023

(58.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget	
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance		
<b>ALLOCATIONS</b>									
<b>Total Payroll - Board</b>	\$ 1,077	\$ 1,335	\$ 259	\$ 11,842	\$ 9,345	\$ (2,497)	-26.7%	\$ 16,000	
Allocated to GF (Activity Ctr)	(135)	(167)	(32)	(1,482)	(1,169)	313	-26.7%	(2,000)	
Allocated to Water	(185)	(229)	(44)	(2,033)	(1,603)	430	-26.8%	(2,745)	
Allocated to Sewer	(468)	(579)	(111)	(5,143)	(4,053)	1,090	-26.9%	(6,943)	
Allocated to Irrigation	(109)	(135)	(26)	(1,197)	(945)	252	-26.7%	(1,616)	
<b>Balance in General Fund (Admin)</b>	<b>181</b>	<b>225</b>	<b>44</b>	<b>1,987</b>	<b>1,575</b>	<b>(412)</b>	<b>-26.2%</b>	<b>2,696</b>	
<b>Total Payroll - Salaries</b>	\$ 39,173	\$ 36,144	\$ (3,028)	\$ 262,255	\$ 253,011	\$ (9,244)	-3.7%	\$ 433,719	
Allocated to GF (Activity Ctr Salaries)	(2,334)	(2,055)	279	(15,895)	(14,385)	1,510	-10.5%	(24,656)	
Allocated to GF (Activity Ctr Maint.)	(2,743)	(1,449)	1,294	(11,680)	(10,143)	1,537	-15.2%	(17,391)	
Allocated to GF (Env. Srv. Gatehouse)	(20,416)	(20,467)	(52)	(150,101)	(143,272)	6,829	-4.8%	(245,609)	
Allocated J. Mercer to Water	(1,934)	(1,667)	267	(13,180)	(11,669)	1,511	-12.9%	(20,000)	
Allocated J. Mercer to Sewer	(2,485)	(2,167)	318	(17,018)	(15,169)	1,849	-12.2%	(26,000)	
Allocated J. Mercer to Irrigation	(550)	(500)	50	(3,838)	(3,500)	338	-9.7%	(6,000)	
Allocated to Beach Club- Attendants	(6,830)	(6,195)	635	(38,028)	(43,365)	(5,337)	12.3%	(74,339)	
<b>Balance in General Fund (Admin)</b>	<b>1,881</b>	<b>1,644</b>	<b>(237)</b>	<b>12,514</b>	<b>11,508</b>	<b>(1,006)</b>	<b>-8.7%</b>	<b>19,724</b>	
<b>Total Inframark Contract</b>	9,773	9,773	(0)	68,474	68,411	(63)	-0.1%	117,277	
Allocated to Beach Club	(429)	(429)	0	(3,007)	(3,003)	4	-0.1%	(5,150)	
Allocated to Water	(456)	(456)	0	(3,196)	(3,192)	4	-0.1%	(5,474)	
Allocated to Sewer	(1,989)	(1,989)	0	(13,937)	(13,923)	14	-0.1%	(23,870)	
Allocated to Irrigation	(196)	(196)	(1)	(1,370)	(1,372)	(2)	0.2%	(2,346)	
<b>Balance in General Fund (Admin)</b>	<b>6,703</b>	<b>6,703</b>	<b>-</b>	<b>46,964</b>	<b>46,921</b>	<b>(43)</b>	<b>-0.1%</b>	<b>80,437</b>	
<b>Total Insurance Expense</b>	-	-	-	141,760	126,098	(15,662)	-12.4%	126,101	
Allocated to GF (Activity Ctr)	-	-	-	(36,090)	(32,100)	3,990	-12.4%	(32,103)	
Allocated to Beach Club	-	-	-	(19,667)	(17,495)	2,172	-12.4%	(17,495)	
Allocated to Water	-	-	-	(8,308)	(7,391)	917	-12.4%	(7,391)	
Allocated to Sewer	-	-	-	(50,617)	(45,026)	5,591	-12.4%	(45,026)	
Allocated to Irrigation	-	-	-	(3,793)	(3,374)	419	-12.4%	(3,374)	
<b>Balance in General Fund (Admin)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>23,284</b>	<b>20,712</b>	<b>(2,572)</b>	<b>-12.4%</b>	<b>20,712</b>	

# **Fifth Order of Business**

**5A**

**RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES AND POLICIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Riverwood Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Collier County, Florida; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interests of the District to adopt by this Resolution the revised Rules and Policies attached hereto as Exhibit “A;” and

**WHEREAS**, the attached revised Rules and Policies are for immediate use and application, having been adopted after having held a public hearing before the District Board of Supervisors on May 16, 2023.

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

**SECTION 1.** The revised Rules and Policies, attached hereto as Exhibit “A” are hereby adopted for immediate use.

**SECTION 2.** District staff has provided notice to the general public in accordance with Chapters 120 and 190, Florida Statutes, and scheduled a public hearing before the Board of Supervisors.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 16th day of May, 2023.

ATTEST:

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman / Vice Chairman

**Exhibit “A”:** Riverwood Community Development District  
Stormwater Management Rules and Policies

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT  
RULES DRAFT 5/7/2023**

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## **RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT -- RULES**

### **Section 1 Rules of Procedure**

#### **Section 1.1 General.**

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

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

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

#### **Section 1.2 Board of Supervisors; Officers and Voting.**

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

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necessary, including a Vice Chair, Treasurer, Assistant Treasurer, and Assistant Secretary. The Chair and Vice Chair shall be members of the Board, but other officers need not be.

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

E. Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.

F. Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings of the Riverwood Community Development District”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees and corporate acts.

G. Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three board members. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided the notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

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H. Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

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

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

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

**Section 1.3 District Manager.**

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

Specific Authority: 190.011

Law Implemented: 190.007(1)

**Section 1.4 Public Information and Inspection of Records.**

A. Applicability

This Section 1.4 shall constitute the official policy of the Riverwood Community Development District related to the administration of public records. The policy shall be

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binding upon all officers of the District, appointed District committee members, employees, and contract service providers to the extent made applicable by Florida law.

#### B. Records Custodian

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

#### C. Records Retention

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

#### D. Correspondence, E-mails and Internet Activity

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

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

#### E. Inspection of Records



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

F. Confidential or Exempt Information

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

G. Copying of Records

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

H. Advance Payment

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

Specific Authority: §§ 190.011(5),

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

**Section 1.5 Meetings and Workshops**

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

1. The date, time and place of the meeting or workshop;
2. A brief description of the nature, subjects and purposes of the meeting, hearing or workshop;
3. The address where persons may obtain a copy of the agenda.

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4. The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.
- B. Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public at least seven (7) days before the meeting of the board. Minutes shall be corrected and approved by the board at a subsequent meeting.
- C. Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or Secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of the copying and mailing.
- D. Emergency Meetings. The Chair, or Vice Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2) and (3), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- E. Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment, which time for audience comment shall be identified in the agenda. Persons wishing to address the Board may be required to notify the secretary of the Board prior to the "audience comment" section on the agenda. In its discretion, the Board may limit the length of time available to any one speaker in the interest of time or fairness to other speakers.
- F. Budget Hearing: Budget Amendment. The budget shall be adopted annually in accordance with the provisions on Chapter 189 and Chapter 190, Florida Statutes. Once adopted, the annual budget(s) may be amended from time to time by resolution of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item. All expenditures in excess of 10% of any line item in the budget must be approved by the board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety or welfare of the District, its residents, or

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landowners, such expenditures must be approved in advance by the chair, or in the absence of the Chair, the Vice Chair.

- G. Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the board at a noticed meeting may be continued for a meeting without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter came before the Board. If a quorum of the Board is not present, any member of the Board shall have the authority to affect a continuance as provided in this subsection (G).
- H. Cancellations. If it is determined that the Board will not have a quorum present for an upcoming meeting, the Chair, or in the absence of the Chair, the Vice-Chair, may cancel the meeting. If a meeting is cancelled, notice of cancellation shall be posted on the RCA Website Calendar, in the Administration Building and provided to the press. Nothing provided herein shall be understood to permit any Board members to discuss any matter that may foreseeably come before the Board for official action, outside of a noticed, open meeting of the Board.

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

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

### **Section 1.6 Rulemaking Proceedings**

- A. Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.
- B. Notice of Rule Development.
1. Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule. The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.
  2. All rules shall be drafted in accordance with Chapter 120, Florida Statutes.
- C. Notice of Proceedings and Proposed Rules.
1. Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the

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- specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative, must do so in writing within twenty-one (21) days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development appeared.
2. The notice shall be published in a newspaper of general circulation in the District not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  3. The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the board's office to receive notice by email of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be emailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the district for advance notice of its proceedings.
- D. Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- E. Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition.
- F. Rulemaking Materials. After the Publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:
1. The text of the proposed rule, or any amendment or repeal of any existing rules;
  2. A detailed written statement of the facts and circumstances justifying the proposed rule;
  3. A copy of the statement of estimated regulatory costs, if one has been prepared;
  4. The published notice.

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G. Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

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

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

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

## **Section 2 BIDDING AND RELATED RULES**

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

## **Section 3 WATER AND SEWER UTILITY RULES.**

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

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

- A. Riverwood Community Development District (RCDD): A governmental agency of the State of Florida created pursuant to Chapter 190, Florida Statutes.
- B. Engineer: The District Engineer or his authorized representatives or consultant.
- C. Connection Charges: An initial service charge of the District required to be paid by a consumer as a condition precedent to the interconnection of District's utility system with a consumer's property.
- D. Consumer: Any person, firm, association, corporation, governmental agency or similar organization whose property is supplied with the availability of water and sewer service by District, which term shall also include developer and bulk users.

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- E. Consumer Installation: All pipes, fixtures, meters, appurtenances of any kind and nature used in connection with or forming a part of an installation for utilizing water and sewer services for any purpose, located on the consumers' side of "point of delivery", whether such installation is owned outright by a consumer or by contract, lease or otherwise.
- F. Developer: Any person, corporation or other legally recognized entity who engages in the business of making improvements to or upon real property located within or without the District as owner, or legally constitutes agent for owner, of such real property.
- G. District: The Riverwood Community Development District.
- H. Easements: Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction of District's utility system or any components thereof, over or upon consumer's property.
- I. District Manager: Shall refer to the District Manager, as designated by the District pursuant to Chapter 190, Florida Statutes, or the District Manager's designee.
- J. Main: Shall refer to pipe, conduit or other facility installed to convey water or sewer service from individual laterals or to other mains.
- K. Off Site Facilities: Those components of water distribution and sewage collection facilities located outside consumer's property connected with facilities of the district, in accordance with the size required by the district.
- L. On Site Facilities: Those components of water distribution and sewage collection facilities located upon consumer's "property".
- M. Point of Delivery: The point where the District pipes are connected with pipes of the consumer. Unless otherwise indicated, point of delivery for potable water shall be at the discharge side of the water meter. Unless otherwise indicated, point of delivery for irrigation water will be the discharge side of the water meter. Lacking a meter, the point of discharge for irrigation water will be the lateral connection to the irrigation main line. Unless otherwise indicated, point of delivery for sewer service shall be at the upstream connection of the clean-out which is placed at or about public right of way or utility easement. In the absence of a clean-out the point of delivery is at the sewer lateral connection to the sewer main of the district.
- N. Property: The land or improvements upon land of which the consumer is owner or over which consumer has control either by contract or possessory interest sufficient to authorize consumer to make application for service, or adjacent right of way which

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services the land or site being developed. District may require proof of such interest prior to the furnishing of service by copy of instrument of conveyance, warranty deed, contract or appropriate verified statement contained in the application for service.

- O. Schedule of Rates: The schedule of rates or charges for the particular classification service.
- P. Services: Shall be construed to include, in addition to all water, irrigation water and sewer utilities required by the consumer the readiness and ability on the part of the district to furnish water, irrigation water and sewer services to the consumer.
- Q. Services or Lateral Lines: Those pipes of the District that connect to consumer's lines.
- R. Terms "shall" and "may": As used herein, the word "may" is permissive, and the word "shall" is mandatory.
- S. Undeveloped Property. Real property which does not contain a Residential or Commercial/Non-residential use and which is not otherwise equipped to receive water or sewer service. Once connected to water or sewer service, the property shall not thereafter be considered undeveloped property.
- T. Utility System: As used herein, refers to the District's water distribution and sewage collection systems, and any component parts thereof.

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

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

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the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the District and an agent of the principal under which service is rendered.

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

**Section 3.6 Limitations of Use:** Utility service purchased from the District shall be used by the consumer only for the purpose specified in the application for service. The consumer shall not sell or otherwise dispose of such utility service supplied by the District without authorization from the District. All utility service furnished by the district to the consumer shall be through District meters and may not be re-metered by the consumer for the purpose of selling or otherwise disposing of such service without the consent of the District. In no case shall the consumer, except with written consent of the District, extend water or sewer lines across a street, alley, lane court, property line, avenue, or other public thoroughfare or right of way in order to furnish utility service for adjacent property even though such adjacent property is owned by the consumer.

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

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

The required deposit shall be provided by the owner of the property to be serviced. Upon final settlement of a consumer's account, the deposit shall first be applied by the District to any account balance due, and the District shall make all reasonable efforts to refund any remaining balance of the deposit to the consumer within sixty (60) days following



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termination of service. The District may require additional deposits for consumers whose services have been previously disconnected due to non-payment or have more than three late payments in a 12 month period. (See Appendix A for amounts)

**Section 3.9 Billing:** Bills for service shall generally be rendered monthly and shall be due when rendered, however as more fully described in Section 3.11 herein, the failure of the District to render a monthly bill shall not absolve the consumer from liability for applicable charges incurred. A bill shall be deemed rendered when mailed United States mail, postage prepaid, or, if delivered in person, when delivered to the consumer's address shown on the application for service or sent via email to the email address provided by the customer. Bills shall be deemed paid when full payment of the outstanding balance, including any applicable penalty charges, is received by the District. All bills are considered delinquent **twenty (20)** days after the bill is rendered and are then subject to penalty and late charges as provided herein. No partial payment of any bill rendered will be accepted by the District unless authorized by the District Manager, in writing indicating the reasons thereto, such as contested billing, consumption, or hardship.

**Section 3.10 Delinquent Payments; Returned Checks; Liens In Favor of District; Procedures for Contesting Charges:** All statements and billings for utility services shall be deemed delinquent if not paid within **twenty (20)** days of the date rendered by the District. Consumer shall incur delinquent payment fees in accordance with the fee schedule laid out by the District (see Appendix A). If a consumer's check is returned, consumer shall be charged a returned check fee, as per the District rates in Appendix A. If applicable, consumer shall incur delinquent payment fees, based from the original date the bill was rendered, until the District receives payment of the outstanding balance, plus the applicable penalty charge for the returned check.

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

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

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

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

**Section 3.11 Adjustment of Bills; Meter Readings and Inspections:** When a consumer is determined by the District to have been overcharged or undercharged as a result of incorrect meter reading, defective metering, incorrect application of rate schedule fees and charges, or mistake in billing, the amount so determined may be credited or billed to the consumer, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the District Manager and so noted on the account. District may read and inspect meters periodically to determine their condition and accuracy and as a basis for periodic billings. If a consumer requests and inspection or re-reading of a meter, and the District determines that the meter was functioning properly, the District may impose a service charge for such inspection or rereading, in accordance with the schedule of fees in Appendix A.

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

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

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repairs resulting from unauthorized alteration, and the District may require payment or reimbursement thereto as a condition to continued service.

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

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

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

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

**Section 3.18 Maintenance and Standards :** All pipes, conduits or other component parts of service installed in or upon the premises of a utility consumer shall conform to District standards of type, quality quantity and regulations regarding installation. Consumer shall be responsible for maintaining all on site facilities in proper repair, and

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shall not alter or modify any interconnection of service without first notifying District and securing approval thereto in writing or by permission from an authorized representative of District's utility department. Unauthorized alteration or modification of any on site utility service interconnection may result in immediate termination of the affected service and repair restoration by District or at its direction at the consumer's costs.

**Ownership of respective utility lines are as follows:**

- The District is responsible for the potable water line up to the Point of Delivery. After the Point of Delivery, lines are the responsibility of the Homeowner. This includes the installed backflow preventer, which is the Homeowner responsibility. The District does provide backflow certifications at a reduced rate, but the Homeowner is free to hire their own plumber to do the work.
- The District is responsible for the irrigation transmission lines to the Point of Delivery. Beyond the Point of Delivery, irrigation lines are the Homeowner's responsibility. (In some Riverwood neighborhoods, there may be a contract with the landscape provider for irrigation repairs.)
- The District is responsible for the sewer lines from the sewer plant to the Point of Delivery. Beyond the Point of Delivery, the lines are the Homeowner responsibility.

Should any service or repair of any buried infrastructure owned by the CDD require the disturbance of landscaping materials, the party performing such services shall be required only to refill the disturbed areas with soil and such party shall not be responsible for the replacement of any landscaping materials.

**Section 3.19 Testing and Inspections.**

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

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

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**Section 3.21 Meters:** Each consumer of the District receiving water must have a water meter which measures flow and which is the ultimate basis for water charges. All water meters shall; be furnished by, to and subject to its control. Meters are not transferable to another residence or business site. The consumer shall provide meter space to the District at a suitable and readily accessible location and when the District considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices. Before a meter is installed, all meter fees, deposits, and connection fees being due must be paid. Consumers may have separate meters for irrigation purposes only. The meter to be furnished by the District shall be sized compatible with the existing line and main sizes according to District standards and specifications at the consumers' expense. The consumer shall be required to provide proper service connection and service line in accordance with the District standards and specifications. Meter sizes, other than those originally specified or intended, shall be as approved by the District Engineer and the District Manager.

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

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

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

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appliance or appurtenance connection with or belonging to such system after such meter, pipe fitting, appliance or appurtenance has been tampered with , injured or altered.

**Section 3.25 Private Fire Service Connection:** A private fire service connection is to be used for fire purposes only and is to have no connection whatsoever with any service lines that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply with the exception in case a tank or fire pump is installed as secondary supply. There shall be a backflow preventer installed by the consumer at his expense in each District connection to prevent the water from secondary supplies from flowing into District mains.

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

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

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

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

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

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

**Section 3.26 Termination of Service:**

A. All utility service shall be pursuant to proper permit or application, which procedure accords the District the opportunity to provide for orderly expansion of facilities and regulation thereof in a manner calculated to ensure continuous service to all consumers. Inherent in this obligation is the governmental prerogative of necessity to terminate

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consumption which is adverse to the continuous, orderly and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion, to refuse service, or to terminate service temporarily or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern, or when the providing of any service would constitute a threat to the safety, health or welfare of consumers generally or a significant portion of the consumer population.

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

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

C. In the event of service shut due to delinquency, the District may impose additional deposit requirements upon the Consumer. Further, delinquency resulting in shut off of service within Riverwood community gates may result in loss of access to amenities and services in Sections 4-7 including, but not limited to, deactivation of Access Control Identification Cards and Vehicle Bar Codes.

- D. Service may be discontinued by a Customer if the property is deemed uninhabitable. The account must be paid through the date of the discontinuation request and the customer must pay the shut off fee per Appendix A. The District will determine that the property is not occupied and cap the water and sewer line. The Customer Deposit will be returned. The Customer account may be reactivated by completing a new application, paying the Account Activation Fee, Reconnect Fee, Deposit plus the Standby Fees for the number of months that the account was inactive. (see Appendix A).

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

**Section 3.28 General.** The District owns, operates and maintains water treatment and distribution and sewage collection, also treatment and disposal systems which serve residents within the District's service area. The adopted level of service for these facilities is 225 gallons per day per equivalent residential connection ("GPD/ERC"), and

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

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

**Section 3.30 Inspection:** The District shall inspect the installation of all water distribution or sewage collection facilities installed by developer or developer's contractors, which facilities are proposed to be transferred to District's ownership, operation and control. In the event that gravity sewer facilities are to remain under ownership, operation and control of the developer as a private system, the district reserves the right to inspect installation of the gravity sewage collection facilities for the purpose of determining if the system has excessive infiltration. These systems must meet the same infiltration criteria as that of district owned systems. Such inspections are intended to assure that water and sewer lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind of and quality of such installation. Representatives of the District may be present at tests of component parts of water distribution or sewage



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collection systems for the purpose of determining that the system, as constructed, conforms to District's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under direct supervision of the engineer of record or his authorized inspector. The results of such testing shall be certified at least 48 hours prior to any inspections or testing performed in accordance with these regulations.

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

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

District shall not be required to accept title to any component part of the water distribution or sewage collection system as constructed by developer until the District Engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by District and the Board of Supervisors has evidenced its acceptance of such lines for District's ownership, operation and maintenance.

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

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

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

**Section 3.33 Refundable Advances:** The District may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any off site extension of water and/or sewer mains and pumping stations necessary to connect the developer's property with the terminus of

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

#### **Section 4 RIVERWOOD CAMPUS RULES**

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

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

- A. **Adult** is a person who is 18 years of age or older.
- B. **Facilities** shall include all RCDD-owned buildings, outdoor sports facilities, pool area, courtyards, Dog Park, equipment, parking lots, fishing lake, RV storage area, and RCDD common areas.
- C. **Homeowner** is a person or entity owning a residential property within Riverwood
- D. **House Guest** is a person staying with the Resident overnight, and registered as described in Section 4.7 herein.
- E. **Host** is a Resident or Lessee, who invites a person to use the Facilities.
- F. **Household Members** are persons residing at a residential property with a Homeowner or Lessee.
- G. **Lessee** is a person who is formally, in writing leasing Riverwood residential property from the owner of that property and is registered with the RCA management office. **Long Term Lessee** is a person who leases a home within Riverwood with a lease term of six (6) consecutive months or more. **Short Term Lessee** is a person who leases a home within Riverwood with a lease term of less than six (6) consecutive months.
- H. **Non-Resident Full Fee Payer** is a Non-Resident who desires to use all of the Facilities and pays the full user fee(s). This category is limited to a total of 20 persons.

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- I. Non-Resident Limited Fee Payer** is a Non-Resident who desires to use the Tennis Facilities and pays the limited user fee(s). This Category is limited to Existing Non-Resident Limited Fee Payers as of October 19, 2021. (Grandfathered)
- J. **RCA** shall mean the Riverwood Community Association.
- K. **RCDD** shall mean the Riverwood Community Development District.
- L. **Resident** is a Riverwood Homeowner, Lessee or Household Member.
- M. **Riverwood Access Control Identification Badge** (or ID Badge) is Identification issued to Resident or Non-Resident Limited or Full Fee Payer. ID Badges contain a chip that allows access to the Pool and Fitness Center as well as other areas designated by the RCDD Board. Photo ID Badges are issued to Homeowners and Long Term Lessees and their Household members. Temporary ID Badges are issued to Short Term Lessees for a fee.
- N. Riverwood Campus** shall mean all buildings, sports courts, dog park, pool, canopy areas, and parking lots owned by the RCDD at Riverwood Drive and Willow Bend.
- O. **Staff** shall be the entity or individuals as may be designated by the RCDD and/or RCA Boards to manage and operate the Facilities (either Employees or Management Services Company).
- P. **Team** is a group of individuals who have organized together to play a sport (such as tennis, croquet or bocce ball) or some other activity (such as bridge, or chess).
- Q. **Vendor** is a business that provides services within Riverwood.
- R. **Visitor** is a guest of a Homeowner who is not staying overnight. **Frequent Visitor** is a person who visits a Homeowner or Long-term Lessee on a regular basis and has been designated by the Homeowner or Long-term Lessee through the process provided in Section 7.4. Frequent Visitors shall not include Vendors.
- S. Access Device Form** – the application form for a Vehicle Access Device is available on the Riverwood Website, Riverwoodcdd.org or through the Golf Club. **Frequent Visitor Access Form** – Use the GateHouse Portal (<https://riverwood.gatehouseportal.com/>) or the GateHouse App. **Vendor Access Form** - Use the GateHouse software or the GateHouse App.

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

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

**Section 4.5 Registered Lessees.** Prior to a Lessee taking possession of a Homeowner's property and using the Facilities, the Homeowner must complete an RCA Lease

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

#### **Section 4.6 Non-Resident Users.**

- A. Non-Resident Full Fee Payer. A non-resident who desires to use the Campus Facilities may do so upon payment of the annual fee, as set forth herein. This Category is limited to 20 people. Non-Resident Full Fee Payers are allowed full use of the Riverwood Facilities with the exception of the Beach Club and RV Parking Area. Non-Resident Full Fee Payers are not allowed to bring Visitors onto the Riverwood Campus Facilities.
- B. Non-Resident Limited Fee Payer. A non-resident who desires to use the Tennis only may do so upon payment of the Annual Fee (see Appendix B). The Non-Resident Limited Fee entitles the fee payer to use the facilities as described herein, but does not guarantee the fee payer the privilege of playing on Riverwood Teams. Limited Fee Payers are restricted to use of the Tennis Courts, restrooms, parking lot, athletic office, Tennis viewing area(s), and may attend Tennis meetings and their social functions at the Facilities. This category is limited to existing members as of October 19, 2021, and the member will be eliminated if the membership is not maintained each year without prior approval by the RCDD Board. Non-Resident Limited Fee Payers are not allowed to bring Visitors to use the Facilities.
- C. See Appendix B for current rates for this category.

#### **Section 4.7 House Guests and Visitors.**

- A. Residents may register House Guests staying overnight in a Riverwood residence for use of the Campus Facilities with Access Control using the GateHouse Application or by phone. For the duration of the stay, House Guests are allowed to use the Facilities without being accompanied by the Host.
- B. A Resident has 6 opportunities per calendar year to invite a Visitor (and the Visitor's Household) to use the Riverwood Campus Facilities. These 6 invitations could be to the same Visitor or to multiple Visitors. However, the Resident may invite only one Visitor (with household) at a time and must accompany their Visitor at all times when using the Riverwood Campus Facilities. Any Visitor usage is subject to availability based on usage by the Residents.
- C. A Visitor may use the Riverwood Campus Facilities not more than 6 times during a calendar year and must be accompanied by the hosting Resident at all times.
- D. Visitors may not attend Riverwood Classes, Events, or Games. House Guests may attend Riverwood Classes, Events, or Games, but Residents will have priority.

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

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

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

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

**Section 4.11 Use of the Riverwood Campus Facilities.**

- A. General.
  1. The occupancy limits of the Facilities and the limits shall not exceed those established by the Fire Marshall.
  2. Only Residents or Non-Resident Full Fee Payers may reserve the Facilities and reservations/arrangements must be made with the RCA Staff.
  3. RCA and RCDD Board and Committee Meetings, Riverwood Neighborhood gatherings, RCA or RCDD sponsored events, and any resident reserved event open to the whole community will not be charged a usage fee for the facility.
  4. No trade or business may be conducted on the campus. No activity may be conducted for profit (charges for supplies and prizes are allowed). However,

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RCA Board may approve paid activities such as but not limited to classes or activities led by qualified instructors, the annual garage and arts and crafts sale, and charitable events.

5. Instructors must register with the RCA Staff who must approve instructional fees, if any, which are payable directly to the instructor. The RCA Staff will obtain credentials, certification and insurances from vendors, instructors, and others, when applicable.
6. Any event allowing general public attendance, charging a fee, or using the entire Activity Center must be approved by the RCDD Board. Activities allowing public attendance must be insured as an event by the RCA naming the RCDD as “additional insureds” and must have a RCA employee on site during the event.
7. Bikes, trikes, golf carts, motorized vehicles, and similar devices, are limited to the campus parking areas only. Golf carts and motorized bikes and vehicles must park in the parking lot. Skateboards and roller blades are not allowed on campus.

#### **B. Scheduling-Process.**

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

#### **C. Campus Facilities**

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

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- a. All fitness equipment is used at the users' own risk. Soft-soled athletic shoes are required. Food and beverages (other than water in a plastic container) are not permitted in the Fitness Center.
  - b. Users must bring their own towel(s).
  - c. Equipment should be cleaned after use with the provided paper towels and cleaner. All mobile equipment and free weights should be returned to their original position, and fans and television turned off after use. Equipment may not be removed from the Fitness Center at any time. Due to ADA requirements fitness equipment cannot be moved within the Fitness Center.
  - d. Maximum time on fitness equipment is 30 minutes if others are waiting.
  - e. Riverwood ID Badges are required for entry to the Fitness Center and must be produced when requested by RCA or RCDD Staff.
7. Library and Technology
- a. Library. Book and puzzle check outs are on an honor system.  
Newspapers and/or magazines are not to be removed from the library.
  - b. Technology. An unsecured Wi-Fi connection is available at the Campus Facilities. Excessive and/or illegal downloads are not allowed.
  - c. No food or drink other than water is allowed in the Library.
8. Swimming Pool, Spa and Patio.
- a. No lifeguard is on duty; users swim at their own risk. Pool capacity is as posted.
  - b. Pool hours are 6:00 AM to 10:00 PM daily.
  - c. Food or drink is not permitted within 15 feet of the pool or spa. Glass is not permitted inside the fenced area of the pool. Residents may use personal devices with headphones.
  - d. Alcoholic Beverages are not permitted inside the fenced area of the pool.
  - e. No smoking is allowed inside the fenced area of the pool.
  - f. Large floats or rafts are not allowed.
  - g. No diving, jumping into the pool is allowed.
  - h. No running or throwing projectiles is allowed in the pool area.
  - i. Users must shower before entering pool or spa. Use of oils, body lotions, soaps, and minerals are prohibited.
  - j. Incontinent children and adults must wear waterproof pants and may not use the spa. Diapers should be changed in the pool restrooms, not disposed of in the restroom trash cans and must be taken off campus for disposal.
  - k. The pool area should be kept clean and all garbage properly disposed. Umbrellas should be lowered prior to leaving pool area.
  - l. Rest rooms/changing rooms along with a shower are located toward the spa area of the pool. These facilities should be used in the pool area only and not in the Campus Facilities buildings. Proper cover-up attire and foot covering are required to enter Campus Facilities buildings from the pool areas.
  - m. Lap swimmers shall be given preference in the lap area of the pool.

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- n. Riverwood ID Badges are required for entry into the pool area and shall be produced when requested by RCA or RCDD Staff.
9. Pickleball.
- a. Courts are to be used for Pickleball only. No other activities are allowed.
  - b. Players should demonstrate good sportsmanship and respect others at all times.
  - c. Furniture located in the Pickleball court area should be returned to a Pickleball shade structure after each use.
10. Arts and Crafts Room.
- a. The Arts and Crafts Room must be reserved through the RCA Staff for arts and crafts related activities.
  - b. When not reserved, the Arts and Crafts room may be used for arts and crafts activities only.
  - c. A Resident can reserve the room for a maximum of 20 hours per month.
11. Dog Park
- a. The Dog Park is only for use by Residents, their House Guests and Non-Resident Full Fee Payers. Dog Park use is subject to additional requirements provided herein.
  - b. The RCDD and RCA Boards and Staff and their respective agents, employees and representatives shall not be held liable for any claims, demands and causes of action, loss, damage or injury to persons, dogs or property that may result while a Resident or House Guest's dog(s) are on the Dog Park premises.
  - c. Dog Park Rules.
    - 1. All Dogs using the park must be vaccinated and wearing a license in the Dog Park.
    - 2. Dogs must be leashed entering and exiting the Dog Park.
    - 3. Owners must be present and in view of their dog(s) at all times.
    - 4. Air Horns or the like are not permitted in the Dog Park.
    - 5. The owner must pick up dog feces immediately. The dog litterbag must be taken home with the owner for disposal.
    - 6. Aggressive dogs are not allowed in the Dog Park.
    - 7. Dogs in heat are not allowed in the dog park during the posted social times.
    - 8. Sick dogs are not permitted in the Dog Park.
    - 9. People food is prohibited in the Dog Park.
    - 10. Owners are responsible for their dog's actions at all times.
    - 11. Respect the "15 Minute" rule when posted on the gate. Wait for the member and dog to vacate the park.

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

- A. Riverwood facilities are not available for rent or for the use of or by persons living outside of Riverwood except for Non-Resident Full Fee Payers.



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- B. Residents and Non-Resident Full Fee Payers may reserve campus facilities for private parties subject to approval by the RCA Staff and the availability of the Facilities. Any event which is by invitation only is considered a private event and subject to fees in Appendix B.
- C. Alcoholic beverages are allowed if B.Y.O.B. (residents provide their own beverages) except for in the fenced area of the pool. Otherwise, the consumption of alcoholic beverages may require the event sponsor and/or caterer to provide a liquor license and proof of liability insurance with the RCDD and RCA named as “additional insureds”.

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

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

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

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

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

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associations shall govern themselves and shall not expect the RCDD or RCA Staff to become involved in such matters.

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

**Section 4.18 Equipment.**

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

**Section 4.19 General Provisions.**

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

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- E. Pets. Only service animals are permitted on the grounds or in the buildings of the Riverwood Campus Facilities, except as approved for special events. Dogs off leash are permitted in the Dog Park. Access to the Dog Park must be through the Willow Bend parking lot. Dogs must be on lease when entering and exiting the Dog Park area.
- F. Staff Use. RCA and RCDD Staff and their families may only use the Facilities with the prior written approval of the RCDD Board.

#### **Section 4.20 Enforcement.**

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

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- c. Offenses with damages will result in automatic suspension of at least 30 days with the duration determined by the RCDD Board at the next Board meeting. Suspensions will be in place at least until the invoice has been paid by the Resident or Non-Resident Fee Payer (Full or Limited).
  - d. Residents are responsible for the actions their Household Members, House Guests and Visitors.
- D. Authority to Suspend.**
- a. The RCDD Management may suspend the right or privilege for an individual to use some or all of the Facilities or the Riverwood Beach Club due to violation of applicable RCDD Rules with the signature of a RCDD supervisor. The RCDD Management may institute the suspension immediately, prior to the appeals process, depending on the nature of the violation, and shall report the incident to the RCDD Board and the RCDD District Manager, as provided herein.
  - b. If the RCDD Management believes that an infraction or violation of the RCDD rules has occurred and suspends an individual's rights or privileges to use some or all of the Facilities or the Riverwood Beach Club, the RCDD Management shall provide the individual with a detailed, written explanation of the reasons for the suspension and an explanation of the Appeal Procedures within 3 business days of the suspension with copies to the RCDD District Manager.
- E. Appeal Procedure.**
- a. Upon receipt of written notification of the suspension, the appellant shall have 10 days to file a written appeal of the suspension with the RCDD District Manager, with a copy to the RCDD attorney, detailing the basis for the appeal.
  - b. Upon receipt of an appeal filed which meets the requirements of this Section, the RCDD District Manager shall consult with the appellant and attempt to resolve the appeal to the satisfaction of all parties. Should the RCDD District Manager be unable to resolve the matter, the District Manager shall timely provide the appellant with written notice of same.
  - c. Upon receipt of such written notification by the RCDD District Manager, the appellant shall have 10 days to file a written appeal to the Chair of the RCDD Board. The appellant shall have the right to have the appeal heard by the Board at the next regular meeting of the Board.

## **Section 5 RECREATIONAL VEHICLE PARKING AREA RULES**

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

### **Section 5.2 Usage.**

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

### **Section 5.3 Application and Renewal.**

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

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

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

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users agree to indemnify and hold the RCDD, the RCDD Staff, and their respective agents, employees and representatives, harmless for any such acts.

### **Section 5.6 Restrictions.**

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

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

## **Section 6 BEACH CLUB RULES**

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

**Section 6.2 Membership.** Beach Club membership shall be available to Homeowners on a first come, first served basis, subject to the fees and provisions of Appendix D. **The**

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maximum number of Beach Club memberships issued at any one time shall be determined by the RCDD Board with the recommendation of the Beach Club Committee.

The RCDD Staff will maintain a list of all Beach Club members which will include the Homeowner(s) and Household Members. All Member Legal Names must be registered with the RCDD Staff to gain entrance to the Beach Club. Beach Club membership shall include up to 2 Beach Club gate access cards.

### **Section 6.2.1 Beach Club Wait List**

When the Beach Club is at full membership, the RCDD Staff will maintain a wait list sequenced by the date payment was received. Homeowners wishing to join the Beach Club wait list shall register on the Riverwood Beach Club Website

(<https://www.riverwoodbeachclub.org>), pay the applicable Wait List fee provided in Appendix D, which fee shall be non-refundable but shall be credited against the processing fee upon acceptance for membership. Beach Club wait list positions are not transferable. If a Beach Club wait list member moves out of Riverwood, the member will be deleted from the wait list. If a wait list member chooses not to accept the membership when offered, the member will be deleted from the wait list.

### **Section 6.2.2 Beach Club Summer Membership**

Beach Club Summer Memberships will be offered to Homeowners on the Beach Club Wait List. These memberships will be for the period from June 1 through September 30 with the following additional rules:

- A. Non-refundable payment must be made per the fee defined in Appendix D and will not be prorated.
- B. Beach Club Summer Members may use the Beach Club subject to Section 6.3 paragraphs A through E. Summer Memberships may not be transferred to Lessees.
- C. Summer memberships may not be transferred on the sale of property.
- D. Summer members will be issued only one gate pass.
- E. Summer memberships will be paid online by debit/credit card (no cash or checks).
- F. If a Beach Club Membership becomes available to a Summer Member, the Beach Club dues will be prorated effective October 1. If the Summer Member chooses not to accept a Beach Club Membership that becomes available, the Summer Membership will be terminated and the Homeowner will be removed from the wait list with no refund of fees.

### **Section 6.3 Usage.**

- A. The Beach Club shall only be used by Beach Club members and House Guests or Visitors who are accompanied by a Beach Club member. A Beach Club membership may be accompanied by no more than 6 guests at any time. Beach Club members shall be present at all times and be responsible for the conduct of their guests. Beach Club members who allow non-members to utilize their entry card may have their Beach Club membership suspended.
- B. Smoking is not permitted on or near the Pavilion. The designated smoking area is near the gate.

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- C. Pets are not allowed with the exception of registered service animals.
- D. No Lifeguard is on duty. Members and their guests swim at their own risk.
- E. Children under 12 must be supervised by an adult at all times at the Beach Club.
- F. If a Beach Club member wishes his lessee to use the membership, the resident must complete an RCA lease notification, pay a lease processing fee and provide the RCDD Office Staff with the legal names of the Lessees. The Beach Club Member must provide the lessee a copy of the Beach Club Rules and provide his gate pass. The Beach Club member shall not have use of his membership during the term of the lease. The Lessee must show identification on entry to the Beach Club.

#### **Section 6.4 Transfer.**

- A. A Riverwood Homeowner who has a Beach Club Membership as of June 1, 2022, may transfer their membership to the buyer of their home when sold. The transfer documentation must be completed with the Beach Club Administrator and the processing fees paid within 7 days of closing on the home or the membership will be offered to the first person on the Beach Club Waitlist.
- B. Any Beach Club membership commenced after June 1, 2022, will have no rights of transfer.
- C. If a Beach Club member moves to a new home within Riverwood, they may retain their membership provided they notify the Beach Club Administrator of their new address within 7 days of closing. **The new home must be purchased within 60 days of closing on the existing home to qualify.** After the move to the new Riverwood home, the membership is no longer eligible for transfer to a buyer on the sale of the new home.
- D. Current Beach Club Members are not eligible for transferring when purchasing a home with a transferable membership. They may either keep a membership or transfer a membership to the new Owner.**

**Section 6.5 Events.** A Beach Club member may reserve a designated portion of the Beach Club facilities in advance, upon payment of the event fee provided in this Section 6. Events may be scheduled from 4:00 PM to 9:00 PM except on Holidays. The number of event guests is limited to 50 people. All events must be scheduled 30 days prior to the event date. Events other than Riverwood Neighborhood events (clubs, family, or other groups) must be approved by the Beach Club Committee.

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

#### **Section 7 – VEHICLE ACCESS AND CAMPUS ACCESS ID BADGES**

**Section 7.1 General.** As a convenience to the community, it is the policy of Riverwood to grant electronic access device access to Homeowners and their Household Members, Long Term Lessees, Non-Resident Full Fee Payers, Non-resident Golf Club Members, and RCA/RCDD/Golf Club staff. All other House Guests, Visitors, Frequent



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Visitors, Short term Lessees, and Vendors will receive a paper pass with an expiration date. The GateHouse software system, including the GateHouse App, is available on the RCA website for Homeowners to register their visitors. The access control supervisor may be reached at (941) 764-6822.

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

**Section 7.2 Definitions.** See Section 4.2 for Definitions.

**Section 7.3 Vehicle Access Devices .**

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

The following classifications are eligible to receive a vehicle access device :

- A. Homeowners/Residents.** Homeowners, after registering with the RCA will provide the access control supervisor with their ownership status and provide a vehicle registration for each vehicle they wish to have an access device installed. A Homeowner may obtain an access device for a commercial vehicle that is parked overnight at the Homeowner's property. The access control supervisor will validate information and install an access device on the vehicle(s).
- B. Long-term Lessees/Residents.** The Homeowner must register the Long-term Lessees with the RCA. The Long-term Lessee, after registering with the RCA, will obtain an access device from the access control supervisor for each vehicle. The Long-term Lessee will provide the supervisor with a vehicle registration for each vehicle. The Long-term Lessee must provide the current lease including lease duration dates. The access control supervisor will validate information and install an access device on vehicle. The access device will be deactivated on the day after the expiration date of the lease.
- C. Non-Resident Full Fee Members and Golf Club Members.** Non-resident Full Fee Members and Golf Club Members are eligible for a vehicle access device during the term of their membership. Golf Club management and the RCA/RCDD management will provide the access control supervisor with a current list of their non-resident members including the current dates of their

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membership. The access control supervisor will validate the information and install an access device on the Non-Resident Full Fee Payer vehicle. Golf Club management or the RCA/RCDD management is responsible for verification and updating membership status.

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

#### **Section 7.4 Frequent Guest Passes.**

A Homeowner or Long-term Lessee will request access to Riverwood using the GateHouse Solutions software. The Homeowner or Long-Term Lessee may choose periods up to 60 days for Visitors or Household Guests. Authorized Household Guests and Visitors can be checked using the GateHouse Solutions website or application. The Household Guest or Visitor will be given a paper pass when entering through the main entrance at the guard house. A replacement paper pass will be issued if a pass is lost or damaged. A Homeowner or Long-term Lessee may contact the safety and access supervisor to validate or remove a Visitor or Household Guest from the list at any time.

The paper passes do not enable automated entry into Riverwood through the automated gates. All Visitors and Household Guests shall be required to enter Riverwood through the lane next to the gate house, and shall present the paper pass and proper identification to the gate house attendant.

#### **Section 7.5 Vendor Passes.**

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

A Vendor pass does not enable automated entry into Riverwood through the automated gates. The Vendor is required to enter Riverwood through the left-hand lane to the gate

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house, and shall present the Vendor pass and proper identification to the gate house attendant.

#### **Section 7.6 Short-term Lessee Passes.**

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

#### **Section 7.7 Daily Guest Passes.**

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

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

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

#### **Section 7.9 Campus Access ID Badges**

The RCDD may limit access to certain Riverwood Campus amenities by use of access control mechanisms. The purpose of these access control mechanisms is to ensure that these amenities are available for the Home Owners and their properly designated House Guests. A properly issued Riverwood Access Control ID Badge is required to gain access to these amenities.

Riverwood Access Control Identification Badges are authorized for all Residents and Non-Resident Full Fee Paying members. Residents and Non-Resident Full Fee Paying

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members may obtain their ID Badges from the access control supervisor during posted hours at the gate house. Residents may accompany their House Guests on Campus or may allow House Guests 18 years of age and older to use the ID Badges without accompanying them on campus. Riverwood Access Control Identification Badges may not be given to a Visitor for use without accompaniment by the Resident. Such an act will be considered a violation and subject to deactivation of the ID Badge. Replacement of lost ID Badges will be charged according to Appendix B, Section C.

Properly registered Lessees may be given temporary Riverwood Access Control Identification Badges (without photos) for the duration of the lease. Charges will be assessed the property owner if the temporary ID Badge is not returned at the end of the lease. See Appendix B, Section C. Future Lessees for the property will not be issued ID Badges until the payment is made.

### **Section 7.10 Violations**

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

## **Section 8 Environmental Rules**

### **Section 8.1 Preserve Guidelines**

The preserves in Riverwood were established by an agreement with the governing bodies in the state of Florida. In our case, the governing bodies are the Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP). They have established a strict set of rules to be followed by any community having a permitted preserve within their boundaries. In exchange for the proper oversight of these preserves, the preserve land itself becomes exempt from property tax.

The expectation of SWFWMD is that the preserves be left in a natural state. This means that there is to be:

1. No cutting or trimming of foliage in the preserve by any Resident.
2. The RCDD will not perform any 'landscaping' activities to beautify the preserves for residents.
3. Residents or their landscape contractors are not to dump and debris from their yard into the preserve.

If SWFWMD by random inspection discovers an incursion, a fine will be issued to Riverwood Community Development District for violating the permit requirements. Any fines levied on the RCDD will become the responsibility of the Homeowner causing the damage. The RCDD also retains an Environmentalist who inspects RCDD preserves on a

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monthly basis. If the Environmentalist or RCDD Staff discovers any incursions by a resident, the RCDD will bill the homeowner for the cost of the cleanup and restoration of any native foliage.

The standard that the RCDD is expected to maintain is less than 5% invasive foliage in each individual preserve. To reach the standard, the RCDD may cut or spray to kill in place any invasive plants in a preserve. Once the standard has been reached, the RCDD is expected to perform frequent maintenance activity which involves spraying to kill any new invasive species in the preserve.

While a Resident may not perform cutting or trimming within a preserve, the Resident may perform a vertical cut of preserve foliage along their property line if the foliage is growing onto their property.

For policy questions, please contact the RCDD office before taking any action.

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

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

A. Class of Service:

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

B. Standby Fees. Fees charged to an owner of Undeveloped Property for the purpose of guaranteeing the availability of sewer service in the future. Payment of standby fees to guarantee availability of service shall only be available to users who are current as of June 1, 2022 (Vizcaya Lakes and Harborside), or as may otherwise be provided pursuant to contract with the District.

C. Base Facility Charge. The portion of the monthly charge to each consumer which is fixed and designed to provide consistent cash flow and operating stability for the District. Base Facility Charges shall be applied continuously throughout the period of ownership of developed property.

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

E. Sewer Connection Fees. A one-time Sewer Connection Fee is charged when Undeveloped Property is connected to sewer service. .

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

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

<u>Class of Service</u>	<u>Meter Size</u>	<u>Equalization Factor</u>	
		<b>Sewer</b>	<b>Water</b>
Single Family Residential	All	1.00	1.00
Commercial/Non-residential Service			

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	5/8"x3/4"	1	1
	1"	3	3
	1 1/2"	5	5
	2"	8	8
	3"	16	16
	4"	25	25
	6"	50	50
	8"	80	80

**Section A.2 Sewer Service Rates (Monthly).**

**Base Facility Charges will be paid continuously through the period of ownership of a developed property**

**A. Residential Service:**

Base Facility Charge: All Meter Sizes: \$46.30

**B. Commercial/Non-residential Service:**

Base Facility Charge based on Meter Size (Inches)

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

**C. Standby Fee (Grandfathered for Accounts that are Current):** Per unit \$15.86

**D. Sewer Connection Fee:** Sewer Connection Fee per residential unit (Single Family, RV/Mobile Home is one unit, Multi Family is one unit per each residence. Commercial Connections are billed at one unit per 1,000 sq. ft.

Standby Paid and Current:	\$2,500
No Standby Paid:	\$5,000

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

**A. Residential Service:**

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Base Facility Charge \$30.00 (Per Residential Unit)  
 (Includes \$5.00 Water Quality Fee)

Usage Charge Per 1,000 Gallons:  
 0 – 5,999 gallons \$5.25  
 6,000 – 10,999 gallons \$5.82  
 11,000 or more \$6.78.

**B. Commercial/Non-residential Service:**

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

5/8" x 3/4"	\$30.00
1"	\$71.00
1 1/2"	\$114.50
2"	\$180.25
3"	\$352.00
4"	\$547.25
6"	\$1099.50
8"	\$1756.00

Usage Charges Per 1,000 Gallons  
 0 – 5,999 gallons \$5.25  
 6,000 – 10,999 gallons \$5.82  
 11,000 or more \$6.78

C. Initial Installation Fee: \$35.00

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

E. Backflow Preventer Assembly (BFP) Charges:  
 New installation (includes materials, permitting and certification): \$305.00  
 Biennial recertification with or without repairs:  
 Consumer will be charged actual cost of Recertification and Repairs

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

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

**Section A.5 Miscellaneous Fees and Charges**

<u>Fee Description</u>	<u>Charge</u>
Deposit – New Account	\$300.00 **



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Deposit – Accounts with 3 or more delinquent payments in a 12 month period.	\$ 450.00**
Disconnect & Reconnect (each)	\$ 150.00
Disconnect & Reconnect, if after normal hours	\$ 200.00
Account Activation Fee	\$ 150
Delinquent Payment Fee	\$10 per month per connection
<b><u>Returned Check Fee:</u></b>	
Check value of \$50 or less	\$ 35.00
Check value of \$50.01 through \$300	\$ 40.00
Check value of \$300.01 or more	\$ 50.00 or 5% of value, whichever is greater

**Meter Re-Read:**

First Re-Read	\$20.00
Each subsequent re-read within a 6-month period	\$40.00

**Bill Delivery and Payment Options**

ACH (Automatic Deductions from Checking)	FREE
Credit Card Payments	\$0.30 + 2.5%
Email and/or USPS delivery of Billing	FREE

\*The Delinquent Payment Fee shall be charged on the last working day of each month until the full unpaid balance has been paid.

\*\* The deposit is to be collected per residential unit billed on the account. (e.g., A condominium building with 30 units will collect \$300 per unit billed).

**APPENDIX B CAMPUS FEE SCHEDULE.**

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

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

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<b><u>Full Fee Payers Effective 3/1/2021</u></b>	<b><u>Annual</u></b>
Annual Fee/Self & one Household member	\$5,000
Annual for Additional Household Members (each)	\$500

<b><u>Limited Fee Payers: Annual Fee-Tennis &amp; Croquet</u></b>	
** This fee is only for existing members. Category no longer available to new members	<b><u>Annual</u></b>
Annual Fee/Self	\$850
Annual Fee/Self & one Household member	\$1,200

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

CDD Rental Fees are as follows:

- Activity Center – one third of building: \$75
- Activity Center – entire building \$200
- Canopy Area: \$50
- Tiki Bar Area: \$25
- Refundable Damage/Cleaning Deposit: \$250 per event

**C. Replacement Riverwood Campus Access ID Badge (non-refundable)**

(Sales tax will be added)

	<b><u>Annual</u></b>
Replacement ID Badge Fee	\$25
Unreturned Rental Car Access Control Device	\$25
Unreturned Rental Unit ID Badge Fee	\$25

**APPENDIX C RV PARKING AREA USAGE FEE SCHEDULE.**

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

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

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

**APPENDIX D BEACH CLUB FEE SCHEDULE.**

The following fees shall apply to use of the Beach Club. The processing fee shall apply to all new Beach Club members, and annual membership fee payments shall be received prior to January 1. Members whose payments have not been received on January 1 will have their membership cancelled and their gate access cards inactivated. Should Beach Club membership commence after January 1, the annual membership fee shall be prorated based on the number of months remaining in the calendar year. All Beach Club fees are nonrefundable and Florida Sales tax will be added. Beach Club fees may be paid by Credit Card on the Riverwood Beach Club website (<https://www.riverwoodbeachclub.org>) or may be paid by check delivered to the RCDD Office. Beach Club Summer Memberships will be offered to residents on the Beach Club Wait List for the period from June 1 through September 30 and will not be prorated.

Beach Club Fees: (not including Florida Sales tax)

Annual Membership Fee	\$475.00
Wait List Fee	\$ 50.00
Beach Club Summer Membership	\$175.00
Event Fee	\$ 99.00
Processing Fee	\$100.00
Replacement Gate Pass Card	\$ 25.00

**APPENDIX E COPIES OF PUBLIC RECORDS FEE SCHEDULE.**

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

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

Special Service Charge

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

5/7/2023

the request is such that legal review time in excess of 15 minutes is required, the Records Custodian may charge the requestor for the actual cost to the District for legal fees incurred in the review.

## **Seventh Order of Business**

# RIVERWOOD CDD

April Monthly Client Report

May 16, 2023



*Florida Utility Solutions, Inc*

## Summary

Operations at the facilities throughout the month were in accordance with contract and regulatory requirements.

## Items Requiring Approval

We would ask your consideration and approval of the following:

Request	Impact	Est. Cost

## Operations

- **Compliance**

All Wastewater Plant requirements were met.

All Water distribution requirements were met.

- **Reuse Pump Station Status:**

Reuse pump system is currently working as designed. System is showing its age and will need replaced or refurbished in the next 24 months.

- **Performance metrics:**

### Wastewater Treatment Plant

- 4.586 million gals of wastewater received in April

### Water Treatment

- 4.959 million gals of water metered at Riseley Ave between 3/28/23-4/24/23
- 5.047 million gals of water billed from CCU between 3/28/23-4/24/23
- 1.66 million gals of water metered at Proude St. between 3/28/23-4/24/23
- 1.83 million gals of water billed from CCU between 3/28/23-4/24/23

### Reuse

- Received from Charlotte County Utilities 8.17 million gals of reuse
- 3.986 million gals of reuse produced by Riverwood discharged into the pond

<b>Performance Metrics</b>	<b>Current Month April</b>	<b>Prior Month March</b>
Wastewater treated	4,586,000	5,379,000
Sludge produced and disposed	48,000	48,000
Reclaimed Water Produced (irrigation)	24,197,000	25,308,000
Number of line breaks	0	0
Hydrants flushed	19	19
Valves Exercised	10	10
Meters Read	1134	1134
<b>Consumables</b>	<b>Current Month</b>	<b>Current Month</b>
Chlorine Usage - WWTP	2,769	1,511
Chlorine Usage – Irrigation	400	150

## Maintenance and Repair

- Corrective Maintenance:
  - New roof has been installed on blowers and cover installed on bar screen

### Preventive Maintenance

- Inspected all pump stations weekly
- All factory recommended repairs and service has been completed by Compressed Air
- Flushed water at sample locations
- Odor control weekly checks performed
- Plant generator inspections completed
- Greased all pumps and motors
- Decreased flushing
- Cleaning of surge tank has been started and is in progress

### Water Meters – All meters have been installed.

- Number changed – 100%
- Meters raised – 0
- Meters to be raised – 0
- Number to be changed – NA
- Zero Usage Total- NA



## Health & Safety

- Zero LTIs and OSHA recordable incidents occurred during the month
- Safety training includes daily tailgate talks concerning daily events –confined space, lightning safety, seatbelts, housekeeping, and other safety related concerns

## Personnel

- Mitch Gilbert – Florida Utility Solutions - Manager
- Curtis Weeks and Adrian Charlton – certified operators
- Florida Utility Solutions rotates service technician weekly at Riverwood
- Alana Faircloth – compliance and clerical/administrative

## Community Involvement

- Visitors to the project/client
  - Mitch Gilbert – weekly

## Hydroguard Flushing Update

<b>Location</b>	<b># times Flushed</b>	<b>Gallons Flushed April</b>	<b>Gallons Flushed March</b>
S. Silver Lakes CT	30	157,700	136,800
N. Silver Lake CT	30	282,600	281,100
Club Drive	30	168,100	72,600
Scrub Jay CT.	30	85,900	93,900
Creekside Lane	30	89,400	86,700
North Marsh Dr.	30	338,062	422,017
Mill Creek	30	250,100	300,800
Preserve Ct.	30	272,200	258,000
<b>Total Flushed</b>		<b>1,643,862</b>	<b>1,651,917</b>

DAYS	CCU Drinking Water Meter #0011845095						April 1, 2018				
	Meter Reading	Flow Mgd	Meter Reading High	Flow Mdg	Meter Reading Low	Flow Mgd	Remote Cl2	Riesley Cl2	Proude Cl2	Riesley PSI	Proude PSI
	Riesley Ave.		Proude St.				Proude St.				
1		0.000		0.000		0.000					
2		0.000		0.000		0.000					
3	18268045	0.173	13032239	0.021	4501773	0.027	2.8	3	3	44	66
4	18440845	0.186	13052854	0.034	4528622	0.029	2.9	3.1	3	44	65
5	18627196	0.188	13086864	0.034	4557380	0.029	2.8	3	2.9	43	65
6	18814701	0.217	13120875	0.027	4586594	0.025	2.8	3	2.8	42	64
7	19031516	0.580	13147921	0.089	4611887	0.071	3	3.1	2.9	42	65
8		0.000		0.000		0.000					
9		0.000		0.000		0.000					
10	19611608	0.173	13236529	0.026	4682793	0.018	3	3.1	2.9	46	68
11	19784416	0.402	13262705	0.059	4700999	0.039	2.9	3	2.8	46	68
12	20186187	0.198	13321449	0.030	4740471	0.020	2.9	2.9	2.7	48	68
13	20384149	0.204	13351939	0.032	4760274	0.026	2.6	2.8	2.6	46	66
14	20588305	0.315	13384355	0.053	4786625	0.037	2.6	2.8	2.7	46	67
15		0.000		0.000		0.000					
16		0.000		0.000		0.000					
17	20903070	0.168	13437508	0.030	4823558	0.008	2.6	2.8	2.7	50	68
18	21071543	0.161	13467806	0.028	4831290	0.015	2.5	2.7	2.6	50	70
19	21232257	0.196	13496083	0.029	4845907	0.026	2.6	2.8	2.7	50	70
20	21428000	0.138	13525564	0.029	4871825	0.016	2.5	2.9	2.7	48	70
21	21566110	0.481	13554201	0.088	4887641	0.039	2.4	3	2.9	47	68
22		0.000		0.000		0.000					
23		0.000		0.000		0.000					
24	22047187	0.180	13642681	0.025	4926339	0.022	2.6	3	2.9	48	67
25	22226835	0.177	13667870	0.032	4947912	0.019	2.5	3	2.8	48	68
26	22403429	0.154	13699384	0.033	4967350	0.027	2.6	2.9	2.6	46	67
27	22557371	0.167	13732063	0.026	4994841	0.029	2.4	2.8	2.7	47	66
28	22724046	0.370	13758050	0.068	5023529	0.040	2.2	3.2	2.9	48	68
29		0.000		0.000		0.000					
30		0.000		0.000		0.000					
31		0.000		0.000		0.000					
	AVERAGE	0.156		0.026		0.018	2.7	2.9	2.8	46.5	67.2
	TOTAL FLOW	4.826		0.794		0.561	Total Flow	6.182			
	MAX	0.580		0.089		0.071	3	3.2		50	
	MIN	0.000		0		0	2.2	2.7		42	



# **Ninth Order of Business**

**9B**

**RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Riverwood Community Development District (“**District**”) prior to June 15, 2023, proposed budgets (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: Tuesday August 15, 2023

HOUR: 2:00 p.m.

LOCATION: Riverwood Activity Center  
4250 Riverwood Dr.  
Port Charlotte, FL 33953

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 16<sup>th</sup> DAY OF MAY, 2023.**

ATTEST:

**RIVERWOOD COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget



# **RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT**

## **Annual Operating and Debt Service Budget Fiscal Year 2024**

**Version 1 - Proposed Budget**

(Version Date: May 1, 2023)

## RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2024 Budget

### GENERAL FUND - OPERATIONS

ACCT #	ACCOUNT DESCRIPTION	ACTUAL		ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET	THRU	APR -	PROJECTED	BUDGET
				FY 2023	MAR-2023	SEP-2023	FY 2023	FY2024
<b>REVENUES</b>								
363010	Special Assmnts- Tax Collector	\$ 1,351,846	\$ 1,351,846	\$ 1,354,155	\$ 1,270,215	\$ 83,940	\$ 1,354,155	\$ 2,029,619
363090	Special Assmnts- Discounts	(48,978)	(49,362)	(54,654)	(44,933)	-	(44,933)	(81,472)
369900	Other Miscellaneous Revenues	2,138	2,651	500	3,882	2,000	5,882	500
369987	Dog Park Revenue	59	2,000	-	-	-	-	-
369903	Non-Resident Members	-	11,625	10,000	5,350	-	5,350	5,000
381000	Interfund Transfer - In	1,156	-	-	-	-	-	-
361001	Interest - Investments	5,625	4,903	1,693	16,608	16,608	33,217	1,693
<b>TOTAL REVENUES</b>		<b>1,311,846</b>	<b>1,323,664</b>	<b>1,311,694</b>	<b>1,251,122</b>	<b>102,549</b>	<b>1,353,671</b>	<b>1,955,339</b>
<b>EXPENDITURES</b>								
<u>Administration</u>								
511001	P/R-Board of Supervisors	2,276	2,204	2,696	1,806	1,806	3,613	2,696
512001	Payroll-Salaries	47,699	40,886	19,724	10,633	10,633	21,266	31,558
531013	ProfServ-Engineering	165	-	6,500	-	5,000	5,000	6,500
531027	ProfServ-Mgmt Consulting Serv	78,296	78,175	80,437	40,261	40,261	80,523	82,849
531023	ProfServ-Legal Services	41,446	33,911	35,000	21,005	17,000	38,005	35,000
531045	ProfServ-Trustee Fees	3,717	3,717	3,717	-	3,717	3,717	3,717
532002	Auditing Services	2,929	3,956	3,600	2,500	1,100	3,600	4,400
541012	Communications-Other	2,187	2,416	3,000	2,674	2,674	5,348	4,500
545990	Insurance	7,884	20,814	20,712	23,284	-	23,284	24,967
549048	Non Ad Valorem Taxes	-	-	2,500	17	-	17	2,500
549070	Assessmnt Collection Cost	8,816	9,303	26,000	24,506	1,679	26,184	26,000
534369	Web Hosting, Email service	4,337	3,320	3,300	1,946	1,946	3,892	3,300
549079	Amenties Website/CC fees	8	329	1,232	221	221	442	1,232
551016	Janitorial	2,401	519	2,000	-	1,000	1,000	2,000
551001	Office Expense	6,368	10,130	12,000	2,674	2,500	5,174	10,000
<b>Total Administration</b>		<b>208,530</b>	<b>209,680</b>	<b>222,418</b>	<b>131,527</b>	<b>89,538</b>	<b>221,065</b>	<b>241,220</b>
<u>Community Services</u>								
<u>Environmental Services</u>								
512042	Payroll-Environmental Services	-	-	42,391	23,970	23,970	47,940	57,617
534076	Contracts-Preserve Maintenance	1,200	-	35,000	-	35,000	35,000	35,000
534084	Contracts-Lakes	18,000	22,200	24,200	11,100	11,100	22,200	28,400
531075	ProfServ-Consultants	13,328	7,530	15,000	3,351	3,351	6,703	15,000
543006	Electricity - General	2,551	3,315	2,400	1,575	1,575	3,149	2,400
543021	Utility - Water & Sewer	1,620	1,865	2,000	687	687	1,375	2,000
546084	R&M-Sidewalks	24	17	10,000	3,360	6,640	10,000	10,000
546088	R&M-Storm Drain Cleaning	900	983	15,000	12,321	2,679	15,000	15,000
546123	R&M-Preserves	42,715	29,228	60,000	3,385	25,000	28,385	40,000
546476	R&M-Road Scaping	2,244	794	10,000	350	5,000	5,350	10,000
546152	R&M-Roads, Signage, Striping	2,892	1,189	11,000	-	5,000	5,000	11,000
546931	R&M-Lakes,Bank Erosion,Planting	1,051	5,022	5,000	-	5,000	5,000	25,000
549900	Misc-Contingency	-	347	21,157	-	10,000	10,000	20,000
<b>Total Environmental Services</b>		<b>86,524</b>	<b>72,489</b>	<b>253,148</b>	<b>60,099</b>	<b>135,002</b>	<b>195,102</b>	<b>271,417</b>

## RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2024 Budget

**GENERAL FUND - OPERATIONS**

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET FY 2023	THRU MAR-2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY2024
<b><i>Access and Control</i></b>								
512026	Payroll-Gatehouse	141,500	201,945	245,609	129,685	129,685	259,371	288,846
534396	ProfServ-Gatehouse Attendants	32,067	-	-	-	-	-	-
546034	R&M-Gate	15,333	17,656	25,000	3,455	15,000	18,455	25,000
546173	R&M-Gatehouse/Security	7,412	10,757	25,000	11,676	5,000	16,676	25,000
552029	Op Supplies - Gatehouse	8,572	4,581	15,000	1,237	5,000	6,237	15,000
	<b>Total Access and Control</b>	<b>204,884</b>	<b>234,939</b>	<b>310,609</b>	<b>146,054</b>	<b>154,685</b>	<b>300,739</b>	<b>353,846</b>
<b><i>Landscape Services</i></b>								
534050	Contracts - Landscape	-	-	-	-	102,000	102,000	265,000
512043	Payroll - Landscape	-	-	-	-	-	-	15,000
546036	R&M - Other Landscape	-	-	-	-	20,000	20,000	40,000
546098	R&M - Tree Trimming Services	-	-	-	-	10,000	10,000	50,000
534412	Plantings & Consulting	-	-	-	-	25,000	25,000	50,000
	<b>Total Landscape Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>157,000</b>	<b>157,000</b>	<b>420,000</b>
	<b>Total Community Services</b>	<b>291,408</b>	<b>307,428</b>	<b>563,757</b>	<b>206,153</b>	<b>446,688</b>	<b>652,841</b>	<b>1,045,264</b>
<b><i>Activity Center Campus</i></b>								
511001	P/R-Board of Supervisors	1,697	1,643	2,000	1,347	1,347	2,694	2,000
512001	Payroll-Salaries	24,247	35,942	24,656	13,561	16,273	29,834	22,656
512006	Payroll-Maintenance	9,842	32,241	17,391	8,938	8,938	17,875	60,382
512050	Payroll-Tennis Court Maint.	19,781	8,167	-	-	-	-	-
534027	Contracts-On-Site Maintenance	14,928	-	-	-	-	-	-
543006	Electricity - General	38,842	53,269	50,666	24,884	24,884	49,769	50,666
543021	Utility - Water & Sewer	13,825	15,493	16,000	6,054	6,054	12,108	16,000
545990	Insurance	45,236	33,697	32,103	36,090	300	36,390	48,152
546074	R&M-Pools	5,500	5,124	8,000	4,215	4,215	8,430	8,000
546097	R&M-Tennis Courts	25,572	2,962	-	-	-	-	-
546501	Activity Ctr Cleaning- Inside Areas	20,547	8,693	-	-	-	-	32,000
546502	Pool Daily Maintenance	20,380	5,095	-	-	-	-	25,000
546503	R&M-Croquet Turf Maintenance	18,000	4,500	-	-	-	-	1,000
546505	R&M-Activity Campus Buildings	44,264	38,915	40,000	29,697	10,000	39,697	40,000
549053	Misc-Special Projects	11,648	10,666	76,477	-	-	-	60,000
546447	Tools & Equipment	-	7,276	15,000	3,584	3,584	7,168	15,000
546115	R&M-Fitness Equipment	-	1,608	5,000	1,568	1,568	3,137	6,000
552025	Operating Supplies	-	4,492	2,000	-	-	-	2,000
564043	Capital Outlay	-	5,266	-	10,145	-	10,145	-
549900	Misc-Contingency	-	-	18,241	-	-	-	30,000
	<b>Total Activity Center Campus</b>	<b>314,308</b>	<b>275,048</b>	<b>307,534</b>	<b>140,083</b>	<b>77,163</b>	<b>217,246</b>	<b>418,856</b>
<b><i>Transfers Out</i></b>								
591016	Reserve - Roadways	130,000	148,500	130,000	38,993	-	38,993	130,000
591015	Reserve - Environmental Services	168,706	151,054	10,000	65,000	-	65,000	50,000
568128	Reserve - Activity Center Campus	178,484	157,364	77,985	5,000	-	5,000	70,000
	<b>Total Transfers Out</b>	<b>477,190</b>	<b>456,918</b>	<b>217,985</b>	<b>108,992</b>	<b>-</b>	<b>108,992</b>	<b>250,000</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>		<b>1,291,436</b>	<b>1,249,074</b>	<b>1,311,694</b>	<b>586,756</b>	<b>613,389</b>	<b>1,200,145</b>	<b>1,955,339</b>
Excess (deficiency) of revenues								
Over (under) expenditures		20,410	74,590	-	664,367	(510,840)	153,526	-
<b>FUND BALANCE, BEGINNING</b>		<b>710,608</b>	<b>731,018</b>	<b>805,608</b>	<b>805,608</b>	<b>-</b>	<b>805,608</b>	<b>959,134</b>
<b>FUND BALANCE, ENDING</b>		<b>\$ 731,018</b>	<b>\$ 805,608</b>	<b>\$ 805,608</b>	<b>\$ 1,469,974</b>	<b>\$ (510,840)</b>	<b>\$ 959,134</b>	<b>\$ 959,134</b>

## RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2024 Budget

### GENERAL FUND - RESERVES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET FY 2023	THRU MAR-2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY2024
<b>REVENUES</b>								
369987	Dog Park Revenue	\$ 2,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
369990	RV Parking Lot Revenue	23,010	60,743	57,000	53,923	5,000	58,923	57,000
381000	Transfer In - Roadways	130,000	148,500	130,000	65,000	130,000	195,000	130,000
381006	Transfer In - Environmental Services	168,706	151,054	10,000	5,000	10,000	15,000	50,000
381005	Transfer In - Activity Center Campus	178,484	157,364	77,985	38,993	77,985	116,978	70,000
369900	Other Miscellaneous Revenues	11	17	-	48	95	143	-
361001	Interest - Investments	1,694	11,259	-	36,002	72,005	108,007	-
388100	Sale of General Capital Assets	-	30,000	-	-	-	-	-
369300	Settlements	250,000	-	-	-	-	-	-
<b>TOTAL REVENUES</b>		<b>754,646</b>	<b>558,937</b>	<b>274,985</b>	<b>198,966</b>	<b>295,085</b>	<b>494,050</b>	<b>307,000</b>
<b>EXPENDITURES</b>								
<i>Activity Center Campus</i>								
568023	Reserve-Activity Center Campus	-	-	77,985	-	-	-	70,000
562002	Improvements - Building	6,026	-	-	-	-	-	-
546327	R&M-Activity Center	-	16,136	-	9,870	-	9,870	-
546115	R&M-Fitness Equipment	-	225	-	-	-	-	-
531023	ProfServ-Legal Services	11,358	-	-	-	-	-	-
531013	ProfServ-Engineering	1,238	-	-	-	-	-	-
546074	R&M-Pools	4,239	28,109	-	23,980	-	23,980	-
546097	R&M-Tennis Courts	2,713	-	-	-	-	-	-
546152	R&M-Roads, Signage, Striping	3,000	535	-	-	-	-	-
546173	R&M-Gatehouse/Security	10,324	9,782	-	-	-	-	-
<b>Total Activity Center Campus</b>		<b>38,897</b>	<b>54,787</b>	<b>77,985</b>	<b>33,850</b>	<b>-</b>	<b>33,850</b>	<b>70,000</b>
<i>Roadways</i>								
568138	Reserve - Roadways	96,025	4,974	130,000	-	-	-	130,000
	Materials & Supplies	-	-	-	41,250	-	41,250	-
564104	Capital Projects	20,000	202,770	-	-	-	-	-
<b>Total Roadways</b>		<b>116,025</b>	<b>207,744</b>	<b>130,000</b>	<b>41,250</b>	<b>-</b>	<b>41,250</b>	<b>130,000</b>
<i>RV Park</i>								
568146	Reserve - RV Park	-	-	30,070	-	-	-	29,070
512308	Payroll - RV park	-	-	12,000	6,836	6,836	13,672	13,000
540004	Fuel, Gasoline and Oil	71	445	90	-	90	90	90
541006	Postage and Freight	-	30	40	-	40	40	40
564104	Capital Projects	-	20,200	8,500	-	8,500	8,500	8,500
552025	Materials & Supplies	3,034	14,679	5,000	4,728	2,500	7,228	5,000
549079	Credit Card Fees	591	1,254	1,300	1,230	500	1,730	1,300
<b>Total RV Park</b>		<b>3,695</b>	<b>36,608</b>	<b>57,000</b>	<b>12,794</b>	<b>18,466</b>	<b>31,260</b>	<b>57,000</b>
<i>Environmental Services</i>								
568126	Reserve - Environmental Services	-	-	10,000	-	-	-	50,000
<b>Total Environmental Services</b>		<b>-</b>	<b>-</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
<i>Dog Park</i>								
552025	Materials & Supplies	9,738	-	-	-	-	-	-
549079	Credit Card Fees	95	-	-	-	-	-	-
<b>Total Dog Park</b>		<b>9,833</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>		<b>168,450</b>	<b>299,138</b>	<b>274,985</b>	<b>87,895</b>	<b>18,466</b>	<b>106,361</b>	<b>307,000</b>

## RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2024 Budget

**GENERAL FUND - RESERVES**

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET FY 2023	THRU MAR-2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY2024
	Excess (deficiency) of revenues							
	Over (under) expenditures	586,196	259,799	-	111,071	276,619	387,689	-
	Net change in fund balance	586,196	259,799	-	111,071	276,619	387,689	279,070
	<b>FUND BALANCE, BEGINNING</b>	1,198,924	1,785,119	2,044,918	2,044,918	-	2,044,918	2,432,608
	<b>FUND BALANCE, ENDING</b>	<b>\$ 1,785,119</b>	<b>\$ 2,044,918</b>	<b>\$ 2,044,918</b>	<b>\$ 2,155,989</b>	<b>\$ 276,619</b>	<b>\$ 2,432,608</b>	<b>\$ 2,711,678</b>

**Reserve Balances**

Reserve	FY2024 Budget				
	Proj. Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Environmental Services	\$444,269	50,000	\$0	\$0	\$494,269
Activity Center Campus Reserve	\$651,403	\$70,000	\$0	\$0	\$721,403
Roadways Reserve	\$953,407	130,000	\$0	\$0	\$1,083,407
Construction Settlement Reserve	\$264,925	\$0	\$0	\$0	\$264,925
RV Park Reserve	\$118,604	\$57,000	\$0	27,930	\$147,674
<b>Total</b>	<b>\$2,432,608</b>	<b>\$307,000</b>	<b>\$0</b>	<b>\$27,930</b>	<b>\$2,711,678</b>

## RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2024 Budget

### BEACH CLUB FUND - OPERATIONS

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET FY 2023	THRU MAR-2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY2024
<b>REVENUES</b>								
369922	Membership Dues	\$ 150,181	\$ 159,616	\$ 161,500	\$ 161,500	\$ -	\$ 161,500	\$ 180,500
369924	Initiation Fees	6,800	5,550	3,000	1,600	1,000	2,600	3,000
369980	Amenities Revenue	-	990	1,000	594	500	1,094	1,000
369900	Other Miscellaneous Revenues	831	297	500	169	150	319	500
369978	Summer Memberships	-	-	7,500	-	2,500	2,500	8,500
361001	Interest - Investments	167	490	200	1,300	-	1,300	200
<b>TOTAL REVENUES</b>		<b>157,979</b>	<b>166,943</b>	<b>173,700</b>	<b>165,163</b>	<b>4,150</b>	<b>169,313</b>	<b>193,700</b>
<b>EXPENDITURES</b>								
<i>Beach Club Operations</i>								
512009	Payroll-Administrative	5,167	4,942	5,000	2,836	2,836	5,672	5,000
512055	Payroll-Attendants	53,108	61,614	74,339	31,198	31,198	62,395	89,565
531027	ProfServ-Mgmt Consulting Serv	5,031	5,012	5,150	2,578	2,578	5,156	5,304
534027	Contracts-On-Site Maintenance	505	-	1,000	467	467	934	-
532002	Auditing Services	-	198	1,800	1,250	550	1,800	2,200
534050	Contracts-Landscape	-	1,800	3,000	-	3,000	3,000	1,800
541003	Communication - Telephone	2,397	2,113	2,500	1,046	-	1,046	2,500
543001	Utility - General	718	891	900	469	431	900	1,200
543020	Utility - Refuse Removal	815	846	900	439	461	900	900
543021	Utility - Water & Sewer	1,394	967	1,800	480	1,320	1,800	1,800
545990	Insurance	16,951	17,685	17,495	19,667	-	19,667	24,967
547012	R&M-Buildings	4,989	2,607	5,000	1,492	3,508	5,000	2,000
547022	R&M-Equipment	2,391	1,697	5,000	610	4,390	5,000	2,000
547478	Preventative Maint-Security Systems	222	2,242	1,750	-	1,750	1,750	1,750
549053	Misc-Special Projects	1,666	-	3,000	-	-	-	2,000
549085	Misc-Taxes	704	756	756	842	-	842	756
549900	Misc-Contingency	766	795	3,116	-	3,116	3,116	3,068
549079	Credit Card Fees	4,141	4,137	5,000	4,072	1,000	5,072	5,150
549915	Misc-Web Hosting	-	550	550	-	550	550	550
551002	Office Supplies	550	51	200	-	200	200	60
552001	Op Supplies - General	623	868	1,000	333	667	1,000	500
<b>Total Beach Club Operations</b>		<b>102,139</b>	<b>109,771</b>	<b>139,256</b>	<b>67,779</b>	<b>58,021</b>	<b>125,801</b>	<b>153,071</b>
<i>Debt Service</i>								
571001	Principal Debt Retirement	23,645	23,441	23,617	-	23,617	23,617	23,617
572001	Interest Expense	640	1,417	827	-	7,094	7,094	7,094
<b>Total Debt Service</b>		<b>24,285</b>	<b>24,858</b>	<b>24,444</b>	<b>-</b>	<b>30,710</b>	<b>30,710</b>	<b>30,710</b>
<i>Reserves</i>								
591017	Transfer Out - Beach Club Reserve	18,000	8,946	10,000	5,000	5,000	10,000	10,521
<b>Total Reserves</b>		<b>18,000</b>	<b>8,946</b>	<b>10,000</b>	<b>5,000</b>	<b>5,000</b>	<b>10,000</b>	<b>10,521</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>		<b>144,424</b>	<b>143,575</b>	<b>173,700</b>	<b>72,779</b>	<b>93,732</b>	<b>166,511</b>	<b>194,302</b>
Excess (deficiency) of revenues								
Over (under) expenditures		13,555	23,369	-	92,384	(89,582)	2,802	(602)
<b>FUND BALANCE, BEGINNING</b>		<b>54,898</b>	<b>68,453</b>	<b>91,822</b>	<b>91,822</b>	<b>-</b>	<b>91,822</b>	<b>94,624</b>
<b>FUND BALANCE, ENDING</b>		<b>\$ 68,453</b>	<b>\$ 91,822</b>	<b>\$ 91,822</b>	<b>\$ 184,205</b>	<b>\$ (89,582)</b>	<b>\$ 94,624</b>	<b>\$ 94,022</b>

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT**  
 Beach Club Loan (Balance Due to General Fund)  
 Amortization Schedule

<b>Fiscal Year</b>	<b>Principal Payment</b>	<b>Interest Payment</b>	<b>Interest Rate **</b>	<b>Total Payment</b>	<b>Outstanding Principal Balance</b>
				<b>Loan Balance</b>	354,167
2015	33,662	2,877	0.81%	36,539	320,505
2016	21,579	2,796	0.87%	24,375	298,926
2017	21,774	2,601	0.87%	24,375	277,152
2018	21,970	2,404	0.87%	24,374	255,182
2019	21,970	2,404	0.94%	24,374	233,212
2020	20,634	6,430	2.76%	27,064	212,578
2021	23,645	640	0.30%	24,285	188,933
2022	23,441	1,417	0.75%	24,858	165,492
2023	23,617	6,785	4.10%	30,402	141,875
<b>2024</b>	<b>23,617</b>	<b>7,094</b>	<b>5.00%</b>	<b>30,710</b>	<b>118,259</b>
2025	23,617	5,913	5.00%	29,530	94,642
2026	23,617	4,732	5.00%	28,349	71,025
2027	23,617	3,551	5.00%	27,168	47,409
2028	23,617	2,370	5.00%	25,987	23,792
2029	23,792	1,190	5.00%	24,982	-
<b>Total</b>	<b>\$ 354,167</b>	<b>\$ 50,327</b>		<b>\$ 370,832</b>	

\*\* From 05.20.14 minutes: "On voice vote with all in favor the prior motion was amended to read the CDD financing the Beach Club purchase over 15 years with an interest rate at .1% over the 12 month CD investment rate."

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT  
Fiscal Year 2024 Budget**

**BEACH CLUB FUND - RESERVES**

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET FY 2023	THRU MAR-2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY2024
<b>REVENUES</b>								
381012	Transfer In - Beach Club Reserve	\$ 18,000	\$ 8,946	\$ 10,000	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,521
<b>TOTAL REVENUES</b>		<b>18,000</b>	<b>8,946</b>	<b>10,000</b>	<b>5,000</b>	<b>5,000</b>	<b>10,000</b>	<b>10,521</b>
<b>EXPENDITURES</b>								
<i>Beach Club Reserve</i>								
568060	Reserve - Beach Club	-	-	10,000	-	-	-	10,521
552025	Materials & Supplies	8,062	2,170	-	-	-	-	-
<b>Total Beach Club Reserve</b>		<b>8,062</b>	<b>2,170</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,521</b>
<b>TOTAL EXPENDITURES &amp; RESERVES</b>		<b>8,062</b>	<b>2,170</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,521</b>
Excess (deficiency) of revenues								
Over (under) expenditures		9,938	6,776	-	5,000	5,000	10,000	-
Net change in fund balance		9,938	6,776	-	5,000	5,000	10,000	10,521
<b>FUND BALANCE, BEGINNING</b>		<b>57,638</b>	<b>67,576</b>	<b>74,352</b>	<b>74,352</b>	<b>-</b>	<b>74,352</b>	<b>84,352</b>
<b>FUND BALANCE, ENDING</b>		<b>\$ 67,576</b>	<b>\$ 74,352</b>	<b>\$ 74,352</b>	<b>\$ 79,352</b>	<b>\$ 5,000</b>	<b>\$ 84,352</b>	<b>\$ 94,873</b>

**Reserve Balances**

Reserve	FY2024 Budget				
	Proj. Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Beach Club Reserves	\$84,352	\$10,521	\$0	\$0	\$94,873
<b>Total</b>	<b>\$84,352</b>	<b>\$10,521</b>	<b>\$0</b>	<b>\$0</b>	<b>\$94,873</b>



**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT  
Fiscal Year 2024 Budget**

**ENTERPRISE FUND - BREAKDOWN BY SERVICE**

ACCOUNT DESCRIPTION	Utility Services			TOTAL BUDGET FY 2024
	Water	Sewer	Irrigation	
<b>REVENUES</b>				
Base Charges for Services	\$ 459,700	\$ 1,299,000	\$ 238,000	\$ 1,996,700
Usage Charges for Services	209,170	-	-	209,170
Standby Fees	-	6,300	-	6,300
Other Miscellaneous Revenues	1,800	10,000	-	11,800
Interest - Investments	300	4,000	1,000	5,300
<b>TOTAL REVENUES</b>	<b>670,970</b>	<b>1,319,300</b>	<b>239,000</b>	<b>2,229,270</b>
<b>EXPENSES</b>				
Personnel and Administration	61,806	168,128	29,185	259,119
Utility Services	579,164	821,172	159,815	1,560,151
Transfer Out	30,000	330,000	50,000	410,000
<b>TOTAL EXPENSES</b>	<b>670,970</b>	<b>1,319,300</b>	<b>239,000</b>	<b>2,229,270</b>
Excess (deficiency) of revenues				
Over (under) expenses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

## RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2024 Budget

### ENTERPRISE FUND - WATER SERVICES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET FY 2023	THRU MAR-2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY2024
<b>REVENUES</b>								
343622	Water-Base Rate	\$ 359,319	\$ 416,202	\$ 459,700	\$ 231,697	231,697	\$ 463,393	\$ 459,700
343624	Water-Usage	204,457	222,794	209,170	125,375	125,375	250,751	209,170
343660	Water Quality Surcharge	73,760	32,025	-	-	-	-	-
369975	Backflow Fees	13,722	8,486	30,259	64,260	15,000	79,260	-
369900	Other Miscellaneous Revenues	5,938	3,097	1,800	1,051	1,051	2,102	1,800
362001	Interest - Investments	1,059	411	300	1,865	1,865	3,730	300
<b>TOTAL REVENUES</b>		<b>658,254</b>	<b>683,014</b>	<b>701,229</b>	<b>424,248</b>	<b>374,988</b>	<b>799,236</b>	<b>670,970</b>
<b>EXPENSES</b>								
<i>Personnel &amp; Administration</i>								
511001	P/R-Board of Supervisors	2,329	2,255	2,745	1,848	1,848	3,695	2,745
512018	Payroll-Project Manager	13,433	12,878	20,000	11,246	11,246	22,492	25,000
531013	ProfServ-Engineering	6,235	-	5,000	-	5,000	5,000	5,000
531023	ProfServ-Legal Services	1,071	11,867	6,800	410	5,000	5,410	6,800
531027	ProfServ-Mgmt Consulting Serv	5,329	5,321	5,474	2,740	2,740	5,480	5,639
532002	Auditing Services	1,717	3,363	3,060	2,125	935	3,060	3,740
541006	Postage and Freight	-	15	306	-	306	306	306
545990	Insurance	6,850	7,427	7,391	8,308	-	8,308	10,700
547001	Printing and Binding	3	-	340	5	200	205	340
548002	Legal Advertising	544	-	485	-	485	485	485
549001	Miscellaneous Services	-	80	949	-	949	949	949
551002	Office Supplies	-	-	102	-	102	102	102
<b>Total Personnel &amp; Administration</b>		<b>37,511</b>	<b>43,206</b>	<b>52,652</b>	<b>26,682</b>	<b>28,811</b>	<b>55,492</b>	<b>61,806</b>
<i>Utility Services</i>								
531046	ProfServ-Utility Billing	-	7,816	10,266	4,838	4,838	9,676	11,440
534033	Contracts-Other Services	58,020	56,258	53,783	25,105	25,105	50,211	53,783
543060	Utility - Base Rate	138,528	147,065	153,162	76,581	76,581	153,162	153,162
543062	Utility - Water-Usage	257,774	293,827	299,218	157,588	157,588	315,175	299,218
543130	Utility-CCU Admin Fee	71	70	50	26	25	51	50
547001	R&M-General	10,229	21,476	55,500	-	25,000	25,000	55,500
549066	Misc-Licenses & Permits	205	305	300	-	3,000	3,000	300
549065	Misc-Bad Debt	1,257	164	-	-	-	-	-
549900	Misc-Contingency	-	27,000	16,039	-	10,000	10,000	5,711
552096	Back Flow Preventors	20,989	685	30,259	-	15,000	15,000	-
<b>Total Utility Services</b>		<b>487,073</b>	<b>554,664</b>	<b>618,577</b>	<b>264,138</b>	<b>317,137</b>	<b>581,275</b>	<b>579,164</b>
<i>Transfers Out</i>								
543020	Reserves - Water System	400,000	25,000	30,000	15,000	15,000	30,000	30,000
<b>Total Transfers Out</b>		<b>400,000</b>	<b>25,000</b>	<b>30,000</b>	<b>15,000</b>	<b>15,000</b>	<b>30,000</b>	<b>30,000</b>
<b>TOTAL EXPENSES</b>		<b>924,584</b>	<b>622,870</b>	<b>701,229</b>	<b>305,819</b>	<b>360,948</b>	<b>666,767</b>	<b>670,970</b>
Excess (deficiency) of revenues								
Over (under) expenses		<b>\$ (266,329)</b>	<b>\$ 60,144</b>	<b>\$ -</b>	<b>\$ 118,429</b>	<b>\$ 14,040</b>	<b>\$ 132,469</b>	<b>\$ -</b>

## RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2024 Budget

### ENTERPRISE FUND - SEWER SERVICES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET FY 2023	THRU MAR-2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY2024
<b>REVENUES</b>								
343620	Sewer Revenue	\$ 1,308,716	\$ 1,312,802	\$ 1,299,000	\$ 655,765	\$ 655,765	\$ 1,311,529	\$ 1,299,000
343650	Standby Fees	10,487	8,342	6,300	3,362	3,362	6,725	6,300
369900	Other Miscellaneous Revenues	23,047	14,636	10,000	4,787	4,787	9,574	10,000
362001	Interest - Investments	1,832	765	500	3,477	3,477	6,954	4,000
369970	Connection Fees - W/S	-	24,600	-	5,000	10,000	15,000	-
<b>TOTAL REVENUES</b>		<b>1,344,082</b>	<b>1,361,145</b>	<b>1,315,800</b>	<b>672,391</b>	<b>677,391</b>	<b>1,349,781</b>	<b>1,319,300</b>
<b>EXPENSES</b>								
<i>Personnel &amp; Administration</i>								
511001	P/R-Board of Supervisors	5,891	5,704	6,943	4,675	4,675	9,351	6,943
512018	Payroll-Project Manager	19,633	18,821	26,000	14,533	14,533	29,067	31,000
531013	ProfServ-Engineering	-	-	20,000	-	10,000	10,000	10,000
531023	ProfServ-Legal Services	8,828	14,018	17,600	683	5,000	5,683	17,600
531027	ProfServ-Mgmt Consulting Serv	23,235	23,199	23,870	11,948	11,948	23,895	24,586
532002	Auditing Services	4,343	8,506	7,740	5,375	2,365	7,740	9,460
541006	Postage and Freight	61	777	775	124	150	274	775
545990	Insurance	41,733	45,248	45,026	50,617	-	50,617	64,202
547001	Printing and Binding	6	-	860	148	300	448	860
548002	Legal Advertising	-	-	3	-	-	-	3
549001	Miscellaneous Services	426	300	2,399	560	1,000	1,560	2,399
551002	Office Supplies	-	196	300	-	300	300	300
<b>Total Personnel &amp; Administration</b>		<b>104,156</b>	<b>116,769</b>	<b>151,516</b>	<b>88,664</b>	<b>50,272</b>	<b>138,935</b>	<b>168,128</b>
<i>Utility Services</i>								
531046	ProfServ-Utility Billing	-	42,123	63,962	30,144	30,144	60,287	71,280
534033	Contracts-Other Services	360,026	349,453	335,110	156,426	156,426	312,851	335,110
541003	Communication - Telephone	4,546	5,362	6,500	3,256	3,256	6,511	6,500
543006	Electricity - General	49,566	52,453	57,000	25,024	25,024	50,048	57,000
543021	Utility - Water & Sewer	4,251	4,088	3,500	2,704	2,704	5,407	3,500
547001	R&M-General	9,831	157,417	250,000	23,591	50,000	73,591	227,439
547129	R&M-Sludge Hauling	46,410	88,781	76,620	49,305	49,305	98,611	85,000
547478	Preventative Maint-Security Systems	-	-	1,750	-	1,750	1,750	1,750
549065	Misc-Bad Debt	20,263	553	3,500	-	-	-	1,000
549066	Misc-Licenses & Permits	285	295	140	-	140	140	140
549900	Misc-Contingency	2,556	2,650	28,202	1,274	15,000	16,274	12,453
552035	Op Supplies - Chemicals	37,402	45,255	28,000	20,542	20,542	41,085	20,000
559001	Depreciation Expense	391,677	415,665	-	-	-	-	-
<b>Total Utility Services</b>		<b>926,814</b>	<b>1,164,096</b>	<b>854,284</b>	<b>312,265</b>	<b>354,290</b>	<b>666,555</b>	<b>821,172</b>
<i>Transfers Out</i>								
Reserves - Sewer System		739,698	310,000	310,000	155,000	155,000	310,000	330,000
<b>Total Transfers Out</b>		<b>739,698</b>	<b>310,000</b>	<b>310,000</b>	<b>155,000</b>	<b>155,000</b>	<b>310,000</b>	<b>330,000</b>
<b>TOTAL EXPENSES</b>		<b>1,770,668</b>	<b>1,590,865</b>	<b>1,315,800</b>	<b>555,928</b>	<b>559,562</b>	<b>1,115,490</b>	<b>1,319,300</b>
Excess (deficiency) of revenues								
Over (under) expenses		<b>\$ (426,586)</b>	<b>\$ (229,720)</b>	<b>\$ -</b>	<b>\$ 116,462</b>	<b>\$ 117,829</b>	<b>\$ 234,291</b>	<b>\$ -</b>

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT  
Fiscal Year 2024 Budget**

**ENTERPRISE FUND - IRRIGATION SERVICES**

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET FY 2023	THRU MAR-2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY2024
<b>REVENUES</b>								
343626	Irrigation-Base Rate	\$ 211,183	\$ 237,528	\$ 238,000	\$ 117,252	117,252	\$ 234,505	\$ 238,000
343628	Irrigation-Usage	30,986	-	-	-	-	-	-
343640	Meter Fees	-	4,936	1,000	-	1,000	1,000	-
362001	Interest - Investments	421	171	-	778	778	1,556	1,000
<b>TOTAL REVENUES</b>		<b>242,590</b>	<b>242,635</b>	<b>239,000</b>	<b>118,031</b>	<b>119,031</b>	<b>237,061</b>	<b>239,000</b>
<b>EXPENSES</b>								
<i>Personnel &amp; Administration</i>								
511001	P/R-Board of Supervisors	1,371	1,327	1,616	1,088	1,088	2,177	1,616
512018	Payroll-Project Manager	6,200	5,944	6,000	3,288	3,288	6,577	10,000
531013	ProfServ-Engineering	-	-	5,320	-	5,320	5,320	5,320
531023	ProfServ-Legal Services	-	-	5,000	-	5,000	5,000	1,000
531027	ProfServ-Mgmt Consulting Serv	2,284	2,280	2,346	1,174	1,174	2,349	2,417
532002	Auditing Services	1,010	1,978	1,800	1,250	550	1,800	2,200
541006	Postage and Freight	-	-	180	2	50	52	180
545990	Insurance	3,127	3,391	3,374	3,793	-	3,793	5,350
547001	Printing and Binding	2	-	200	2	200	202	200
548002	Legal Advertising	-	-	285	-	285	285	285
549001	Miscellaneous Services	-	-	557	-	557	557	557
551002	Office Supplies	-	-	60	-	60	60	60
<b>Total Personnel &amp; Administration</b>		<b>13,994</b>	<b>14,920</b>	<b>26,738</b>	<b>10,597</b>	<b>17,573</b>	<b>28,171</b>	<b>29,185</b>
<i>Utility Services</i>								
531046	ProfServ-Utility Billing	-	3,601	4,738	2,233	2,233	4,467	5,280
534033	Contracts-Other Services	27,520	25,145	24,823	11,587	11,587	23,174	24,823
543006	Electricity - General	25,728	24,737	30,000	3,377	3,377	6,755	30,000
543062	Utility - Water-Usage	38,258	29,263	44,000	8,656	8,656	17,312	41,000
543130	Utility-CCU Admin Fee	-	26	-	26	-	26	75
547001	R&M-General	47,742	20,146	50,000	4,365	25,000	29,365	50,000
549900	Misc-Contingency	-	-	6,701	-	5,000	5,000	3,637
552035	Op Supplies - Chemicals	-	-	8,000	-	5,000	5,000	5,000
549065	Misc-Bad Debt	492	-	-	-	-	-	-
<b>Total Utility Services</b>		<b>139,740</b>	<b>102,919</b>	<b>168,262</b>	<b>30,245</b>	<b>60,854</b>	<b>91,099</b>	<b>159,815</b>
<i>Transfers Out</i>								
543020	Reserves - Irrigation System	50,000	50,000	44,000	22,000	22,000	44,000	50,000
<b>Total Transfers Out</b>		<b>50,000</b>	<b>50,000</b>	<b>44,000</b>	<b>22,000</b>	<b>22,000</b>	<b>44,000</b>	<b>50,000</b>
<b>TOTAL EXPENSES</b>		<b>203,733</b>	<b>167,839</b>	<b>239,000</b>	<b>62,843</b>	<b>100,427</b>	<b>163,270</b>	<b>239,000</b>
Excess (deficiency) of revenues								
Over (under) expenses		<b>\$ 38,856</b>	<b>\$ 74,796</b>	<b>\$ -</b>	<b>\$ 55,188</b>	<b>\$ 18,604</b>	<b>\$ 73,792</b>	<b>\$ -</b>

## RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2024 Budget

### ENTERPRISE FUND - RESERVES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL		ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET	THRU	APR -	PROJECTED	BUDGET
				FY 2023	MAR-2023	SEP-2023	FY 2023	FY2024
<b>REVENUES</b>								
362001	Transfer In - Sewer System	\$ 739,698	\$ 310,000	\$ 310,000	\$ 155,000	155,000	\$ 310,000	\$ 330,000
363010	Transfer In - Water System	400,000	25,000	30,000	15,000	15,000	30,000	30,000
363090	Transfer In - Irrigation System	50,000	50,000	44,000	22,000	22,000	44,000	50,000
361001	Interest Income	1,925	11,196	-	28,104	28,104	56,207	50,000
<b>TOTAL REVENUES</b>		<b>1,191,623</b>	<b>396,196</b>	<b>384,000</b>	<b>220,104</b>	<b>220,104</b>	<b>440,207</b>	<b>460,000</b>
<b>EXPENSES</b>								
<i>Water Utility Services</i>								
564104	Capital Projects	-	91,178	-	261,206	-	261,206	-
568190	Reserves - Water	-	-	30,000	-	-	-	30,000
<b>Total Water Utility Services</b>		<b>-</b>	<b>91,178</b>	<b>30,000</b>	<b>261,206</b>	<b>-</b>	<b>261,206</b>	<b>30,000</b>
<i>Sewer/Wastewater Services</i>								
564104	Capital Projects	17,513	153,772	-	-	-	-	-
552025	Operating Supplies	-	40,378	-	-	-	-	-
568158	Reserves - Sewer	-	-	310,000	-	-	-	330,000
<b>Total Sewer/Wastewater Services</b>		<b>17,513</b>	<b>194,150</b>	<b>310,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>330,000</b>
<i>Irrigation Services</i>								
568098	Reserves - Irrigation Services	-	-	44,000	-	-	-	50,000
<b>Total Irrigation Services</b>		<b>-</b>	<b>-</b>	<b>44,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
<b>TOTAL EXPENSES</b>		<b>17,513</b>	<b>285,328</b>	<b>384,000</b>	<b>261,206</b>	<b>-</b>	<b>261,206</b>	<b>410,000</b>
Excess (deficiency) of revenues								
Over (under) expenses		1,174,110	110,868	-	(41,102)	220,104	179,001	50,000
<b>OTHER FINANCING SOURCES (USES)</b>								
591000	Operating Transfers-Out	(460,179)	(299,324)	-	-	-	-	-
<b>TOTAL OTHER SOURCES (USES)</b>		<b>(460,179)</b>	<b>(299,324)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance		713,930	(188,456)	385,000	(41,102)	220,104	179,001	460,000
<b>FUND BALANCE, BEGINNING</b>		<b>1,442,626</b>	<b>2,156,556</b>	<b>1,968,100</b>	<b>1,968,100</b>	<b>-</b>	<b>1,968,100</b>	<b>2,147,102</b>
<b>FUND BALANCE, ENDING</b>		<b>\$ 2,156,556</b>	<b>\$ 1,968,100</b>	<b>\$ 2,353,100</b>	<b>\$ 1,926,998</b>	<b>\$ 220,104</b>	<b>\$ 2,147,102</b>	<b>\$ 2,607,102</b>

**Reserve Balances**

Reserve	FY2024 Budget				
	Proj. Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Water Services Reserve	\$154,589	\$30,000	\$9,529	\$0	\$194,118
Sewer Services Reserve	\$1,527,919	\$330,000	\$30,082	\$0	\$1,888,001
Irrigation Services Reserve	\$217,053	\$50,000	\$4,274	\$0	\$271,328
Emergency Reserve	\$247,540	\$0	\$6,114	\$0	\$253,654
<b>Total</b>	<b>\$2,147,102</b>	<b>\$410,000</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$2,607,102</b>

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT  
Fiscal Year 2024 Budget**

**DEBT SERVICE FUND - 2018 VALLEY NATIONAL LOAN**

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2021	FY 2022	BUDGET FY 2023	THRU MAR-2023	APR - SEP-2023	PROJECTED FY 2023	BUDGET FY 2024
<b>REVENUES</b>								
363010	Special Assmnts- Tax Collector	\$ 698,412	\$ 698,411	\$ 698,412	\$ 653,424	\$ 44,987	\$ 698,412	\$ 698,412
363090	Special Assmnts- Discounts	(25,469)	(25,675)	(27,936)	(23,548)	-	(23,548)	(27,936)
361001	Interest - Investments	37	1,478	500	8,934	17,869	26,803	500
<b>TOTAL REVENUES</b>		<b>672,979</b>	<b>674,214</b>	<b>670,975</b>	<b>638,811</b>	<b>62,856</b>	<b>701,667</b>	<b>670,975</b>
<i>Debt Service</i>								
549070	Misc-Assessmnt Collection Cost	4,554	4,805	13,967	12,598	900	13,497	13,968
571001	Principal Debt Retirement	407,000	424,000	440,000	-	440,000	440,000	458,000
572001	Interest Expense	255,404	239,958	223,867	111,934	111,934	223,867	207,169
<b>Total Debt Service</b>		<b>666,957</b>	<b>668,763</b>	<b>677,834</b>	<b>124,531</b>	<b>552,833</b>	<b>677,364</b>	<b>679,137</b>
<b>TOTAL EXPENDITURES</b>		<b>666,957</b>	<b>668,763</b>	<b>677,834</b>	<b>124,531</b>	<b>552,833</b>	<b>677,364</b>	<b>679,137</b>
Excess (deficiency) of revenues								
Over (under) expenditures		6,022	5,451	(6,859)	514,280	(489,977)	24,303	(8,162)
<b>FUND BALANCE, BEGINNING</b>		459,110	465,132	470,583	470,583	-	470,583	494,886
<b>FUND BALANCE, ENDING</b>		<b>\$ 465,132</b>	<b>\$ 470,583</b>	<b>\$ 463,724</b>	<b>\$ 984,863</b>	<b>\$ (489,977)</b>	<b>\$ 494,886</b>	<b>\$ 486,724</b>

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT**

Series 2018 Valley National Bank Loan  
Amortization Schedule

<b>Date</b>	<b>Outstanding Principal</b>	<b>Principal Payments</b>	<b>Interest Rate</b>	<b>Interest Payments</b>	<b>ADS</b>
5/1/2018				30,834	30,834
11/1/2018	7,500,000		3.795%	142,313	
5/1/2019	7,500,000	378,000	3.795%	105,088	625,401
11/1/2019	7,122,000		3.795%	135,140	
5/1/2020	7,122,000	392,000	3.795%	135,140	662,280
11/1/2020	6,730,000		3.795%	127,702	
5/1/2021	6,730,000	407,000	3.795%	127,702	662,404
11/1/2021	6,323,000		3.795%	119,979	
5/1/2022	6,323,000	424,000	3.795%	119,979	663,958
11/1/2022	5,899,000		3.795%	111,934	
5/1/2023	5,899,000	440,000	3.795%	111,934	663,867
<b>11/1/2023</b>	<b>5,459,000</b>		<b>3.795%</b>	<b>103,585</b>	
<b>5/1/2024</b>	<b>5,459,000</b>	<b>458,000</b>	<b>3.795%</b>	<b>103,585</b>	<b>665,169</b>
11/1/2024	5,001,000		3.795%	94,894	
5/1/2025	5,001,000	475,000	3.795%	94,894	664,788
11/1/2025	4,526,000		3.795%	85,881	
5/1/2026	4,526,000	493,000	3.795%	85,881	664,762
11/1/2026	4,033,000		3.795%	76,526	
5/1/2027	4,033,000	512,000	3.795%	76,526	665,052
11/1/2027	3,521,000		3.795%	66,811	
5/1/2028	3,521,000	533,000	3.795%	66,811	666,622
11/1/2028	2,988,000		3.795%	56,697	
5/1/2029	2,988,000	553,000	3.795%	56,697	666,395
11/1/2029	2,435,000		3.795%	46,204	
5/1/2030	2,435,000	574,000	3.795%	46,204	666,408
11/1/2030	1,861,000		3.795%	35,312	
5/1/2031	1,861,000	597,000	3.795%	35,312	667,625
11/1/2031	1,264,000		3.795%	23,984	
5/1/2032	1,264,000	620,000	3.795%	23,984	667,969
11/1/2032	644,000		3.795%	12,220	
5/1/2033	644,000	644,000	3.795%	12,220	668,440
<b>Total</b>		<b>\$ 7,500,000</b>		<b>\$ 2,471,973</b>	<b>\$ 9,971,973</b>

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT  
Assessment Comparison  
(FY2024 versus FY2023)**

Parcel	Product Type	# of Units	General Fund (O&M)			Debt Service Fund			Total per Unit		
			FY 2024	FY 2023	Incr. / (Decr.)	FY 2024	FY 2023	Incr. / (Decr.)	FY 2024	FY 2023	Incr. / (Decr.)
<b>Residential</b>											
Fairway Lakes	Single Family	81.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Lakeshore Village	Single Family	59.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Riverside	Single Family	15.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Riverside	Single Family	8.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Royal Oaks	Single Family	39.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Royal Oaks	Single Family	6.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Eagle Trace	Single Family	43.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Bayridge	Single Family	48.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Osprey Landing	Single Family	92.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Reserves	Twin Villas	26.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Grand Vista	Multifamily	90.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Silver Lakes	Estate Single Family	56.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Myakka Pt - Logan Pt	Estate Single Family	35.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Myakka Pt - Baileys Pond	Single Family	53.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Myakka Pt - Marlin Cove	Twin Villas	18.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Myakka Pt - Villas at Tarpon Harbor II	Twin Villas	12.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Myakka Pt - Tarpon Harbor	Multifamily	36.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Myakka Pt - Tarpon Harbor II	Multifamily	56.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Westport Ridge	Estate Single Family	32.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Estuary	Single Family	37.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Driftwood Pt	Single Family	39.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Oyster Bay	Twin Villas	28.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Pompano Cove	Twin Villas	34.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - River Run	Estate Single Family	59.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Channel Ridge	Estate Single Family	25.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Clipper Cove	Single Family	13.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Fisher Landing	Single Family	21.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Still Water Trace	Twin Villas	68.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Sawgrass - Redfin Shores	Multifamily	50.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Stonebridge	Single Family	60.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Willow Glen Phase 1	Single Family	30.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Willow Glen Phase 2	Single Family	10.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Willow Glen Phase 3	Single Family	24.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
Willow Glen - 1st Choice	Single Family	20.00	\$1,437.46	\$962.55	49.34%	\$515.98	\$515.98	0.00%	\$1,953.44	\$1,478.53	32.12%
<b>Total Residential</b>		<b>1,323.00</b>									
<b>Commercial</b>											
402121328003	Maintenance Bldg	2.00	\$1,056.71	\$647.87	63.11%	\$130.33	\$130.33	N/A	\$1,187.04	\$778.20	52.54%
402121151003	Club	119.00	\$1,056.71	\$647.87	63.11%	\$130.33	\$130.33	N/A	\$1,187.05	\$778.20	52.54%
<b>Total Commercial</b>		<b>121.00</b>									
<b>TOTAL</b>		<b>1,444.00</b>									



## **ELEVENTH ORDER OF BUSINESS**

**11A**

## Riverwood Community Development District (RCDD) Landscape Committee

**A. Committee Duration:** This is a standing committee.

**B. General Purpose:** To review and assess the need to landscape areas that require maintenance and replanting of shrubbery and beautification of Riverwood CDD common areas.

**C. General Responsibilities:**

1. Attend monthly meetings.
2. Work with other committee members on ideas to improve Riverwood CDD owned areas.
3. Make recommendations to the CDD board regarding these improvements.

**D. Membership:**

1. **Membership:** The committee will be a maximum of seven (7) members. The committee from its members will elect a chairperson, and vice chairperson to conduct the meetings. In addition, an RCDD member will be present as a non-voting coordinator.
2. **Vacancies:** should the committee decide that new members are needed to be effective, volunteers will be solicited from all residents.
3. Term – ongoing.

**E. Meetings:**

1. **Conducting Business:** Meetings can be informal. If formality is required, they will be run in accordance with Parliamentary Procedure (formal votes, etc.) A quorum is a majority of the Committee's members.
2. **Frequency:** The committee will have regularly scheduled meetings.
3. **Posting:** All meetings will be advertised and open to the public to ensure compliance with Sunshine Law.
4. **Agenda:** A written agenda should be distributed prior to meetings.
5. **Minutes:** Written minutes are required to comply with state statutes. Minutes need to be submitted to the RCDD Board for acceptance, and for posting on the web site. The minutes need to include:
  - a. Attendance
  - b. Motions: cite the motion, who made it, who seconded it, and the result of the vote.
  - c. A list of items/issues discussed.

## **Twelfth Order of Business**

**12A.**



# Aquatic Weed Control, Inc.

Your **CLEAR** Choice in Waterway Management Since 1992-

**THIS AGREEMENT** made the date set forth below, by and between **Aquatic Weed Control, Inc.** hereinafter called "**AWC**", and

**Riverwood CDD**  
**4250 Riverwood Drive**  
**Port Charlotte, FL 33953**  
**John Mercer 941-626-0003 jmerc@riverwoodcdd.org**

4-11-2023

Hereinafter called "**CUSTOMER**". The parties hereto agree as follows:

**AWC** agrees to maintain the following waterway(s)/treatment area(s) in accordance with the terms and conditions of this agreement.

**30 waterways associated with Riverwood CDD in Port Charlotte, FL**

**CUSTOMER** agrees to pay **AWC** in the following amount and manner:

- |  |                                  |
|--|----------------------------------|
| - Initial start up charge                          | \$ N / A                         |
| - Algae control                                    | \$ 2,367.00 (3 visits per month) |
| - Shoreline grass and brush control                | \$ Included                      |
| - Submersed and floating vegetation control        | \$ Included                      |
| - Periodic water testing as required by <b>AWC</b> | \$ Included                      |
| - Additional treatments as required by <b>AWC</b>  | \$ Included                      |
| - A monthly report of all waterways treated        | \$ Included                      |

Total investment per treatment: **\$\_28,404.00\_**

Scheduled treatments will be provided approximately every 7 to 10 days  
 Invoices for this service will be mailed each month the treatment is scheduled. Invoices should be paid before the due date. Unpaid invoices will accrue interest at 1.5% per month.

**AWC** maintains 2 million dollars general liability, 1 million dollars commercial auto, professional liability, pollution liability, herbicide/pesticide operations, workers compensation and 3 million dollars excess umbrella. Certificates will be provided upon request.

**ACCEPTANCE OF AGREEMENT**

*Joe Vasquez*

\_\_\_\_\_  
**Aquatic Weed Control, Inc.**

**Joe Vasquez**

\_\_\_\_\_  
**Customer's Signature                      Title**

\_\_\_\_\_  
**Print Signature                                      Date**

\_\_\_\_\_  
**Print Company Name**

**Addendum to Water Management Agreement**

1. AWC's Water Management Agreement will be conducted in a manner consistent with good water management practice utilizing the following methods and techniques when applicable: Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.
2. It is CUSTOMERS's responsibility to notify AWC of all work areas that are required mitigation areas in which desirable plants have been installed. AWC assumes no responsibility for damaged plants where CUSTOMER has failed to notify AWC.
3. Price quoted is null and void if signed agreement is not returned to AWC within 30 days of proposal date.
4. Water use restrictions after treatment are not often required. When restrictions are required, AWC will notify CUSTOMER in writing of all restrictions that apply. AWC will not be held liable for damages resulting from CUSTOMERS failure to follow water use restrictions.
5. AWC will not be responsible for the manual removal of dead vegetation such as cattails and grass which may take several seasons to decompose.
6. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in the performance of any obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or other cause beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome.
7. \* Upon the anniversary date, this agreement will be automatically extended for additional twelve (12) month periods unless CUSTOMER provides written notice stating otherwise.
8. Either party may cancel this agreement with 30 days prior written notice. Upon cancellation, all outstanding balances will be due in full. CUSTOMER agrees to notify AWC in writing prior to any changes in ownership or property management. Changes in ownership or property management will not constitute termination of this agreement.
9. AWC agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AWC; however, AWC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause beyond our control.
10. CUSTOMER agrees to pay AWC in a timely manner, consistent with the terms and conditions of this agreement. Should CUSTOMER fail to make timely payments, AWC may, at its option, charge interest, impose a collection charge and/or file a mechanics lien for all monies past due plus interest, collection costs and reasonable attorney's fees.
11. CUSTOMER agrees to pay any government imposed tax including sales tax.
12. AWC is registered with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

**ACCEPTANCE OF ADDENDUM**




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**Aquatic Weed Control, Inc.**

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**Customer's Signature**

---

**Date**

**12Bi**





**SOURCE, INC.**  
**Engineers - Planners**  
FL Eng. Business #34338

James P. Elliott, P.E., President  
Timothy E. Pugh, P.E., Vice President

1334 Lafayette Street  
Cape Coral, FL 33904-9770  
(239) 549-2345  
Fax (239) 549-6779  
E-mail address: Mail@source-inc.com

May 2, 2023

Riverwood CDD  
c/o Florida Utility Solutions, Inc.  
Attention: Alana Faircloth  
15275 Collier BLVD, Suite 201-268  
Naples, FL 34119

Re: Letter Proposal for Engineering Services  
Riverwood WWTP Operation Permit Renewal  
Source, Inc. Proposal No. 23-10

Dear Alana:

We are pleased to present this letter proposal for professional engineering services to assess the wastewater treatment and disposal system infrastructure condition and performance aspects for the Riverwood CDD community and prepare a DEP application to renew the permit for the operation of the wastewater treatment facility. The general scope of services shall include:

**A. WASTEWATER COLLECTION/TRANSMISSION SYSTEM REVIEW**

1. Review previous reports relative to the sewer system and review 12-month flow records.
2. Review and evaluate the project master lift station noting the structural and mechanical condition.
3. Perform a spot review of the collection system manholes to evaluate their general condition.
4. Prepare a summary report of the system review within the Operations and Maintenance Performance Report created in Part C (5). Report to include repair or replacement recommendations.

**B. WASTEWATER TREATMENT AND DISPOSAL SYSTEM REVIEW**

1. Perform a review of the treatment facilities and note structural and mechanical condition of the tanks, stairways, pumps, piping, chemical feed systems and blower equipment.
2. Review past 12 months DEP Discharge Monitoring Reports and logbook entries and note seasonal variations as well as performance characteristics.
3. Evaluate the need for improvements required for access and safety considerations.
4. Perform a visual evaluation of the effluent percolation ponds to include review of pond embankments.
5. Perform a visual evaluation of the reuse effluent storage lakes to include review of the embankment.
6. Review wastewater treatment and disposal capacity availability.
7. Prepare a summary report of the plant and review within the Operations and Maintenance Performance Report created in Part C (5). Report to include improvement/rehabilitation recommendations.

**C. WASTEWATER TREATMENT AND DISPOSAL SYSTEM OPERATION PERMIT RENEWAL**

1. Prepare DEP Form 62-620.910(1), "Wastewater Permit Application Form 1, General Information."
2. Prepare DEP Form 62-620.910(2), "Wastewater Permit Application Form 2A for Domestic Wastewater Facilities."
3. Prepare DEP Form 62-640.210(2)(A), "Agricultural Use Plan" if applicable.

Alana Faircloth  
May 2, 2023  
Page 2 of 3

4. Prepare an Abbreviated Capacity Analysis Report.
5. Prepare an Operations and Maintenance Performance Report based on reviews conducted in Parts A and B.
6. Review and submit the plant Operations and Maintenance Manual.
7. Review previous 10-year plant operational/testing data. Prepare statistical tables, graphs and exhibits to accompany various reports.
8. Provide copies of the applications complete with exhibits and reports for submittal and client's copy.
9. Submit application package one time to State of FL, Department of Environmental Protection (DEP).
10. Address one (1) DEP request for additional information.

The attached General Conditions of Service shall apply to this letter proposal/contract. The fee budget for the described services shall be \$28,000.00 plus reimbursable expenses. If additional work is necessary, it shall be performed as an additional service and billed monthly on a time-and-expense basis in accordance with the enclosed Schedule of Fees.

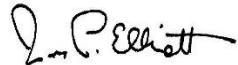
A retainer in the amount of \$1,000.00 is required prior to commencement of work. This retainer fee will be deducted from our final invoice. The FL Department of Environmental Protection application fee for the wastewater treatment facility permit renewal is not included in our fees. Payment of this fee is the responsibility of owner/applicant. We understand the submittal of the application is to be expedited.

If this letter proposal is acceptable, please sign below and on the General Conditions of Service where indicated and return a signed copy to our office along with the retainer in the amount of \$1,000.00. This proposal shall be valid for a period of 30 days.

If you have any questions, please do not hesitate to call. We look forward to working with Florida Utility Solutions and the Riverwood CDD.

Very truly yours,

**SOURCE, INC.**



James P. Elliott, PE  
President

Attachments  
JPE:jbd\*  
cc: Ron Leavitt

**ACKNOWLEDGED & ACCEPTED**

**RIVERWOOD CDD**

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

Date: \_\_\_\_\_, 2023



**SOURCE, INC.**  
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Fax (239) 549-6779

E-mail address: Mail@source-inc.com  
Visit our web site: www.source-inc.com

### **GENERAL CONDITIONS OF SERVICE**

1. Source, Inc. will invoice Client at the beginning of each month for services rendered during the prior monthly service period. Invoices are due and payable upon receipt unless otherwise agreed in writing. Invoices not paid within thirty (30) days of issuance may be subject to an interest charge of one and one-half percent (1-1/2%) per month for each month or fraction thereof the invoice is outstanding. Partial payments thereafter shall be applied first to accrued interest and then to the principal unpaid amount. Client agrees to pay Source, Inc. any attorneys' fees or other collection costs incurred in pursuing payment of delinquent accounts. If payment of invoices is not made within thirty (30) days, Source, Inc. reserves the right to suspend all services until payment is made. Source, Inc. will notify Client in writing in advance of such termination of service. Client shall bear all consequences arising out of termination of services due to nonpayment of invoices tendered.
2. In the event service is terminated by Client or Source, Inc. for any reason, Client agrees to pay Source, Inc. to complete various administrative tasks it deems necessary to close out services to Client. These tasks may include, but are not necessarily limited to, engineering analyses, notifications to local and State agencies, project status reports and file closing. All documents in possession of Source, Inc. shall remain its property until all fees, charges and interest payments have been made.
3. The proposal/contract may be enforced in any Court of competent jurisdiction in Lee County, FL. The predominantly prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and all costs related to the litigation.
4. Source, Inc. agrees, in connection with services performed hereunder, that it will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of its profession practicing in the same or similar locale. No other warranty, expressed or implied, is made or intended by any proposal for consulting services, by the furnishing of oral or written reports, or by the furnishing of drawings or specifications. Source, Inc. does not and cannot guarantee the issuance of approvals, permits or development orders associated directly or indirectly with its services, and Client agrees to pay all fees and charges due Source, Inc. without regard to issuance of said approvals, permits or development orders.
5. Due to agency review time variables beyond its control, Source, Inc. makes no guarantee that services will be completed within a specific time period. If the duration of any project, including all permits, approvals, and incidental services directly or indirectly related, exceeds six (6) months, Source, Inc. reserves the right to renegotiate this Agreement in terms of both scope of services and amount of fee(s). All services agreed to by Client on a time-and-expense basis shall be invoiced in accordance with the Schedule of Fees as a part of this Agreement for a period of one (1) year from acceptance. If services extend beyond one (1) year, Source, Inc. reserves the right to increase this Schedule of Fees; however, no increase shall exceed ten percent (10%) in any twelve (12) month period.
6. Source, Inc. agrees that the outlined scope of services will be accomplished in a timely, workmanlike and professional manner by employees of Source, Inc., or by qualified subcontractors under the direction of Source, Inc., at the fees quoted. If, during the execution of such work, Source, Inc. is required to cease

services as a result of changes in the scope of said work, such as requests by Client, owner or requirements of third parties, additional charges will be applicable.

- 7. Source, Inc. maintains Worker’s Compensation of Employer’s Liability Insurance in conformance with State law. In addition, it maintains Comprehensive General Liability insurance. A certification of insurance can be provided documenting said coverage cost of this insurance included in quoted fees. Additional insurance or increased limits of liability are available on written request at an additional charge to Client.
- 8. The liability of Source, Inc. shall be limited to the amount of any insurance coverage available to satisfy any claim against Source, Inc. within the scope of any such coverage in existence at the time the claim is first made or the amount of this Agreement of Service, whichever is greater.
- 9. Source, Inc. and Client reserve the right to terminate this Agreement upon ten (10) days written notice to the other. In the event service is terminated by either party, Client agrees to pay all invoices for services rendered to the date of termination. Source, Inc. agrees to provide Client with copies of all plans and permits developed and procured for the project. Client agrees to hold Source, Inc. harmless against any and all claims for financial loss resulting in termination of this Agreement.

In the event, during the course of the contract work on this project, ownership or project is changed, or if project is otherwise sold or transferred, then Client agrees to pay all invoices for services rendered to the date Source, Inc. is notified in writing of the ownership change, sale or transfer, and this Agreement will be terminated. Thereafter, a new Contract entered into with any new project owner must be negotiated, i.e., this Contract becomes null and void. It is NOT assignable.

- 10. Unless otherwise specifically stated, Source, Inc. does not provide continuous inspection during the construction phase of a project. Normal construction services include only periodic observation of construction to demonstrate general compliance with the intent of plans and specifications. Source, Inc. does not provide Client, regulatory or permitting agencies with guarantees or warranties regarding the completeness or accuracy of construction unless full-time construction inspection is made a part of this Agreement. If normal construction services are included in any Agreement, Source, Inc. will provide a statement at the satisfactory completion of construction that, in its opinion and based on periodic field observations, the project has been constructed in substantial compliance with the intent of the applicable engineering plans and specifications.

The above **GENERAL CONDITIONS OF SERVICE** are hereby acknowledged and accepted as part of this Engineering Services Agreement.

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_, 2023  
Date



**SOURCE, INC.**  
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**SCHEDULE OF FEES**

<b>PROJECT NAME</b>	Riverwood WWTP Operation Permit Renewal
<b>CLIENT</b>	Alana Faircloth
<b>LOCATION</b>	Naples, FL
<b>DATE</b>	May 2, 2023
<b>PROPOSAL/PROJECT #</b>	23-10

<b>SERVICES</b>	<b>HOURLY FEE RATE</b>
<b>PROFESSIONAL STAFF</b>	
Principal-in-Charge	\$ 175.00
Professional Consultant IV	130.00
Professional Consultant III	115.00
Professional Consultant II	100.00
Professional Consultant I	95.00
Litigation Consulting, Testimony & Depositions	365.00
<b>SUPPORT STAFF</b>	
Construction Technician	90.00
Field Technician II	83.00
Field Technician I	72.00
Computer Technician II	78.00
Computer Technician I	70.00
Administrative Assistant	65.00
<b>REIMBURSABLE EXPENSES</b>	
Prints 24" x 36", ea.	4.00 + 10%
Prints 11" x 17", ea.	2.00 + 10%
Photocopies, ea.	0.250 + 10%
Auto Mileage, portal-to-portal, per mile-as established by the IRS for business mileage	Cost + 10%
Subconsultant Services	Cost + 10%
Printing, postage, long-distance telephone charges, etc.	Cost + 10%
Other Travel Expenses	Cost + 10%

*Invoices will be submitted monthly and are due on receipt  
 Invoices not paid within thirty (30) days from date of invoice may  
 be subject to a service charge of one and one-half percent (1-1/2%)  
 assessed monthly on all unpaid balances.*