

**RIVERWOOD
COMMUNITY DEVELOPMENT DISTRICT**

**NOVEMBER 21, 2023
AGENDA PACKAGE**

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT**Board of Supervisors**

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

District Staff

Justin Faircloth, District Manager
 Scott Rudacille, District Attorney

Regular Meeting Agenda
Tuesday, November 21, 2023 at 2:00 p.m.

- 1. Call to Order and Roll Call**
- 2. Approval of the August 15, 2023 Agenda**
- 3. Audience Comments on Agenda Items**
- 4. Approval of Consent Agenda**
 - A. Approval of the Minutes of October 17, 2023 Meeting
 - B. Acceptance of the Financial Report and Check Register as of October 2023
- 5. Old Business**
 - A. Munibilling Contract Approval
- 6. New Business**
- 7. On-Site Manager's Report**
- 8. Monthly Client Report**
- 9. Safety and Access Control Supervisor Report**
- 10. District Manager's Report**
 - A. Consideration of Resolution 2024-01, FY2023 Budget Amendment
 - B. Follow Up Items
- 11. Attorney's Report**
- 12. Other Committee Reports**
 - A. Beach Club Committee: Mr. Spillane
 - B. Campus Committee: Ms. Syrek
 - C. Environmental Committee: Mr. Myhrberg
 - i. Committee Member Update – Resignation of Laurie Brogan
 - D. Finance Committee: Ms. Syrek
 - E. Landscape Committee: Mr. Gipp
 - F. RV Park Committee: Dr. McKee
 - G. Safety & Access Control Committee: Dr. McKee
 - H. Utilities Committee: Mr. Gipp
 - I. Strategic Planning Committee: Mr. Myhrberg

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

13. Supervisor Comments

14. Audience Comments

15. Adjournment

The next meeting is scheduled to be held Tuesday, December 19, 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, October 17, 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	Chairperson
Donald Myhrberg	Vice Chairperson
Dolly Syrek	Treasurer/Assistant Secretary
Dr. Cameron McKee	Assistant Secretary
Gregg Gipp	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Scott Rudacille	District Counsel
John Mercer	On-Site Manager
Mitch Gilbert	Florida Utility Solutions
Ronald Lesinski	Safety & Access Control Supervisor
Residents	

The 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.

SECOND ORDER OF BUSINESS **Approval of the October 17, 2023 Agenda**

On MOTION by Ms. Syrek seconded by Mr. Mr. Myhrberg with all in favor, the October 17, 2023 Agenda was approved as presented.
5-0

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

- Audience comments were received regarding irrigation costs per household.

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

- A. Approval of Minutes of the September 19, 2023 Regular Meeting**
- B. Acceptance of the Financial Report and Check Register as of September 2023**

42 **C. Motion to Assign Fund Balance FY2023**

43

44 On MOTION by Dr. McKee seconded by Ms. Syrek with all in favor
45 the Consent Agenda was approved as presented. 5-0

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47 **FIFTH ORDER OF BUSINESS** **Old Business**

- 48 • There being no discussion, the next item followed.

49

50 **SIXTH ORDER OF BUSINESS** **New Business**

51 **A. Mold Inspection Discussion**

- 52 • Mr. Mercer noted MIT came out to inspect the issue and found there was no mold present.
53 • Mr. Spillane suggested the Board invest in a recurring mold inspection.

54

55 **B. Florida Utility Solutions Agreement Discussion**

- 56 • The Board discussed the agreement. The duration of the agreement was changed from
57 three years to two years.

58

59 On MOTION by Mr. Myrhberg seconded by Ms. Syrek with all in
60 favor, the Florida Utility Solutions Agreement was approved as
61 amended. 5-0

62

63 **C. Munibilling Managed Services Agreement Discussion**

- 64 • Discussion ensued regarding Munibilling’s rate Schedule.

65 On MOTION by Ms. Syrek seconded by Dr. McKee with all in
66 favor, the Munibilling Managed Services Agreement subject to final
67 agreement was approved. 5-0

68

69 **D. Irrigation Billing for Neighborhoods Discussion**

- 70 • The Board discussed the irrigation billing and noted that in January 2024 each household
71 will be charged \$15.

72

73 **SEVENTH ORDER OF BUSINESS** **On-Site Manager’s Report**

- 74 • Mr. Mercer provided project updates to the Board.

75

76 **A. H&Y Fence Estimate**

- 77 • Mr. Mercer noted the H&Y proposal was for the tennis courts.

78

79 On MOTION by Ms. Syrek seconded by Mr. Myrhberg with all in
80 favor, the H&Y proposal in the amount of \$18,500, subject to

District Counsel’s review, was approved. 5-0

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EIGHTH ORDER OF BUSINESS

Monthly Client Report

- Mr. Gilbert provided an update on the wastewater plant and presented their monthly report.

NINTH ORDER OF BUSINESS

Safety and Access Supervisor’s Report

- Mr. Lesinski presented his report. He also noted the Gatehouse app was down due to a reset.
- There are four cameras at the gatehouse experiencing wiring issues which causes skipping in the imagery. The Board was in agreement to spend \$1,800 to get cameras repaired.
- Mr. Lesinski noted repo trucks entering the back gate. He also stated they have parted ways with Mr. Cohen.

TENTH ORDER OF BUSINESS

District Manager’s Report

A. Follow-up Items

i. Upcoming Public Hearing Date

- The Board decided on discussing the hearing at the December meeting with the hope of setting the public hearing for January, or March.

ELEVENTH ORDER OF BUSINESS

Attorney’s Report

- There being no report, the next item followed.
- Discussion ensued regarding the Evatech lawsuit, and it will be dropped at this point since the mower appears to be working.

TWELFTH ORDER OF BUSINESS

Other Committee Reports

A. Beach Club Committee: Mr. Spillane

- Mr. Spillane provided an update on the membership and requested the Board consider increasing the membership from 380 to 400.

On MOTION by Ms. Syrek seconded by Dr. McKee with all in favor, increasing the Beach Club’s membership from 380 to 400 was approved. 5-0

- Mr. Spillane noted the Beach Club’s roof needs to be replaced soon.

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

- 116 • Ms. Syrek presented her report.
- 117 • She recommended the Board approve the Tennis League using the District’s Tennis Courts.

118
119 On MOTION by Ms. Syrek seconded by Mr. Myrhberg with all in
120 favor, the Board approved the Tennis League’s usage of the
121 District’s Tennis Courts. 5-0

- 122
- 123 • Discussion ensued regarding shade structures.

124 **C. Environmental Committee: Mr. Myrhberg**

- 125 • Mr. Myrhberg noted there was a new vendor for the lake maintenance. There was a
- 126 preserve incursion by a resident, the committee is working with the resident to resolve the
- 127 issue.

128
129 **D. Finance Committee: Ms. Syrek**

130
131 On MOTION by Ms. Syrek seconded by Mr. Gipp with all in favor,
132 David Brock’s addition to the Finance Committee was approved. 5-
133 0

134
135 **E. Landscape Committee: Mr. Gipp**

- 136 • Mr. Gipp provided an update on the fertilization and cooperation efforts with the golf
- 137 course.

138 **F. RV Park Committee Report: Dr. McKee**

- 139 • No meeting was held.
- 140 • Dr. McKee noted they will be focusing on paving, lighting, and cameras for their next
- 141 meeting.

142 **G. Safety & Access Control Committee: Dr. McKee**

- 143 • Dr. McKee noted they are preparing a workshop, focusing on staffing, a roving patrol, and
- 144 security options going forward.

145 **H. Utilities Committee: Mr. Gipp**

- 146 • Mr. Gipp noted there was no quorum, but they had a presentation on odor control at the
- 147 plant.

October 17, 2023

148 **I. Strategic Planning Committee: Mr. Myhrberg**

- 149 • Mr. Myrhberg noted all three reserve studies have been completed. He suggested the
150 resident survey be done every two years. Holiday schedule was discussed.

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152 **THIRTEENTH ORDER OF BUSINESS** **Supervisor Comments**

- 153 • Ms. Syrek clarified that recent machine usage in the District was a result of rentals and not
154 purchases of new equipment.

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156 **FOURTEENTH ORDER OF BUSINESS** **Audience Comments**

- 157 • Mr. Knaub commented on the charity event. Other comments were received regarding
158 event planning.

159 **FIFTEENTH ORDER OF BUSINESS** **Adjournment**

- 160 • There being no further business,

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On MOTION by Dr. McKee, seconded by Ms. Syrek, with all in 163 favor, the meeting was adjourned at 3:33pm.

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Michael Spillane
Chairman

4B

Riverwood Community Development District

Financial Statements

(unaudited)

October 31, 2023

Prepared by



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Riverwood Community Development District

Financial Statements

Balance Sheet
October 31, 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
Assets										
Current Assets										
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,543,977	\$ 1,543,977
Equity in Pooled Cash	480,927	2,036,405	62,006	83,529	-	8,993	686,339	1,998,090	(5,356,289)	-
Accounts Receivable	-	-	-	-	-	-	214,912	-	-	214,912
Accounts Receivable > 120	-	-	-	-	-	-	25	-	-	25
Accounts Receivables - Insurance	9,244	-	-	-	-	-	-	-	-	9,244
Loan Due from Beach Fund	141,875	-	-	-	-	-	-	-	-	141,875
Investments:										
Money Market Account	-	-	-	-	-	-	-	-	3,812,312	3,812,312
Interest Account	-	-	-	-	-	41	-	-	-	41
Reserve Fund	-	-	-	-	-	131,302	-	-	-	131,302
Revenue Fund	-	-	-	-	-	360,888	-	-	-	360,888
Sinking fund	-	-	-	-	-	163	-	-	-	163
Prepaid Items	-	32,333	-	-	-	-	-	-	-	32,333
Total Current Assets	632,046	2,068,738	62,006	83,529	-	501,387	901,276	1,998,090	-	6,247,072
Noncurrent Assets										
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)
Total Noncurrent Assets	-	-	-	-	-	-	7,391,977	-	-	7,391,977
Total Assets	\$ 632,046	\$ 2,068,738	\$ 62,006	\$ 83,529	\$ -	\$ 501,387	\$ 8,293,253	\$ 1,998,090	\$ -	\$ 13,639,049

Riverwood Community Development District

Financial Statements

Balance Sheet
October 31, 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
Liabilities										
Current Liabilities										
Accounts Payable	\$ 1,850	\$ -	\$ 70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,920
Accrued Expenses	12,454	-	442	-	-	-	78,769	-	-	91,665
Sales Tax Payable	-	-	203	-	-	-	-	-	-	203
Deposits	-	-	-	-	-	-	215,216	-	-	215,216
Loan Due to General Fund	-	-	-	-	141,875	-	-	-	-	141,875
Total Current Liabilities	14,304	-	715	-	141,875	-	293,985	-	-	450,879
Total Liabilities	14,304	-	715	-	141,875	-	293,985	-	-	450,879
Fund Balances / Net Position										
Nonspendable:										
Prepaid Items	-	32,333	-	-	-	-	-	-	-	32,333
Restricted for:										
Debt Service	-	-	-	-	-	501,387	-	-	-	501,387
Assigned to:										
Operating Reserves	350,000	-	-	-	-	-	-	-	-	350,000
Reserves - Activity Center	-	483,194	-	-	-	-	-	-	-	483,194
Reserves - Settlement	-	194,571	-	-	-	-	-	-	-	194,571
Environmental Services	-	436,930	-	-	-	-	-	-	-	436,930
Reserves - Roadways	-	832,333	-	-	-	-	-	-	-	832,333
Reserves - RV Park	-	121,710	-	-	-	-	-	-	-	121,710
Reserves - Beach Club	-	-	-	83,529	-	-	-	-	-	167,058
Unassigned:	267,742	(32,333)	61,291	-	(141,875)	-	-	-	-	154,825
Net Investment in capital assets	-	-	-	-	-	-	7,391,976	-	-	7,391,976
Reserves - Emergency	-	-	-	-	-	-	-	240,667	-	240,667
Reserves - Sewer System	-	-	-	-	-	-	-	1,377,152	-	1,377,152
Reserves - Water System	-	-	-	-	-	-	-	154,266	-	154,266
Reserves - Irrigation System	-	-	-	-	-	-	-	226,005	-	226,005
Unrestricted/Unreserved	-	-	-	-	-	-	607,292	-	-	607,292
Total Fund Balances / Net Position	617,742	2,068,738	61,291	83,529	(141,875)	501,387	7,999,268	1,998,090	-	13,104,641
Total Liabilities & Fund Balances / Net Position	\$ 632,046	\$ 2,068,738	\$ 62,006	\$ 83,529	\$ -	\$ 501,387	\$ 8,293,253	\$ 1,998,090	\$ -	\$ 13,639,049

Riverwood Community Development District

Financial Statements

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Special Assmnts- Tax Collector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	\$ 2,069,424
Special Assmnts- Discounts	-	-	-	-	-	-	n/a	(83,065)
Non-Resident Members	-	417	(417)	-	417	(417)	n/a	5,000
Other Miscellaneous Revenues	100	42	58	100	42	58	138.3%	500
Interest - Investments	2,888	141	2,747	2,888	141	2,747	1948.2%	1,693
Total Revenue / Other Sources	2,988	600	2,388	2,988	600	2,388	398.0%	1,993,552

Expenditures

Administration

P/R-Board of Supervisors	181	225	44	181	225	44	19.7%	2,696
Payroll-Salaries	1,863	2,630	767	1,863	2,630	767	29.2%	31,558
ProfServ-Engineering	-	542	542	-	542	542	n/a	6,500
ProfServ-Mgmt Consulting	6,904	6,904	(0)	6,904	6,904	(0)	0.0%	82,849
ProfServ-Legal Services	-	2,917	2,917	-	2,917	2,917	n/a	35,000
ProfServ-Trustee Fees	-	-	-	-	-	-	n/a	3,717
Auditing Services	-	-	-	-	-	-	n/a	4,400
Communications-Other	278	375	97	278	375	97	25.9%	4,500
Insurance	21,535	24,967	3,432	21,535	24,967	3,432	13.7%	24,967
Misc-Non Ad Valorem Taxes	-	208	208	-	208	208	n/a	2,500
Misc-Assessment Collection Cost	-	-	-	-	-	-	n/a	26,001
Website Hosting/Email services	-	275	275	-	275	275	n/a	3,300
Janitorial /Office supplies	-	167	167	-	167	167	n/a	2,000
Office Expense	396	833	437	396	833	437	52.4%	10,000
Misc-Credit Card Fees	-	103	103	-	103	103	n/a	1,232
Total Administration	31,157	40,146	8,989	31,157	40,146	8,989	22.4%	241,220

Community Services

Environmental Services

Payroll-Environmental Services	2,403	4,801	2,398	2,403	4,801	2,398	49.9%	57,617
Contracts-Preserve Maintenance	-	2,917	2,917	-	2,917	2,917	n/a	35,000
Contracts-Lakes	1,850	2,367	517	1,850	2,367	517	21.8%	28,400
ProfServ-Consultants	-	1,250	1,250	-	1,250	1,250	n/a	15,000
Electricity - General	200	200	-	200	200	-	0.0%	2,400
Utility - Water & Sewer	46	167	121	46	167	121	72.3%	2,000
R&M-Sidewalks	-	833	833	-	833	833	n/a	10,000
R&M-Storm Drain Cleaning	-	1,250	1,250	-	1,250	1,250	n/a	15,000
R&M-Preserves	2,367	3,333	966	2,367	3,333	966	29.0%	40,000
R&M-Road Scaping	-	833	833	-	833	833	n/a	10,000
R&M-Roads,Signage,Striping	-	917	917	-	917	917	n/a	11,000
R&M-Lakes,Bank Erosion,Planting	-	2,083	2,083	-	2,083	2,083	n/a	25,000
Misc-Contingency	-	1,667	1,667	-	1,667	1,667	n/a	20,000
Total Environmental Services	6,866	22,618	15,752	6,866	22,618	15,752	69.6%	271,417

Riverwood Community Development District

Financial Statements

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Access and Control								
Payroll-Gatehouse	14,185	26,422	12,237	14,185	26,422	12,237	46.3%	317,059
R&M-Gate	3,425	2,083	(1,342)	3,425	2,083	(1,342)	-64.4%	25,000
R&M-Gatehouse/Security	2,512	2,083	(429)	2,512	2,083	(429)	-20.6%	25,000
Op Supplies - Gatehouse	18	1,250	1,232	18	1,250	1,232	98.5%	15,000
Mileage Reimbursement	-	833	833	-	833	833	n/a	10,000
Total Access and Control	20,141	32,671	12,530	20,141	32,671	12,530	38.4%	392,059
Landscape Services								
Contracts - Landscape	18,500	22,083	3,583	18,500	22,083	3,583	16.2%	265,000
Payroll - Landscape	1,100	1,250	150	1,100	1,250	150	12.0%	15,000
R&M - Other Landscape	11,640	3,333	(8,307)	11,640	3,333	(8,307)	-249.2%	40,000
R&M - Tree Trimming Services	-	4,167	4,167	-	4,167	4,167	n/a	50,000
Plantings & Consulting	21,335	4,167	(17,168)	21,335	4,167	(17,168)	-412.0%	50,000
Total Landscape Services	52,575	35,000	(17,575)	52,575	35,000	(17,575)	-50.2%	420,000
Total Community Services	79,582	90,289	10,707	79,582	90,289	10,707	11.9%	1,083,476
Activity Center Campus								
P/R-Board of Supervisors	135	167	32	135	167	32	19.4%	2,000
Payroll-Salaries	1,101	1,888	787	1,101	1,888	787	41.7%	22,656
Payroll-Maintenance	2,763	5,032	2,269	2,763	5,032	2,269	45.1%	60,382
Electricity - General	3,500	4,222	722	3,500	4,222	722	17.1%	50,666
Utility - Water & Sewer	370	1,333	963	370	1,333	963	72.2%	16,000
Insurance - Property	41,533	48,152	6,619	41,533	48,152	6,619	13.7%	48,152
R&M-Pools	-	667	667	-	667	667	n/a	8,000
R&M-Fitness Equipment	175	500	325	175	500	325	65.0%	6,000
Activity Ctr Cleaning- Inside Areas	2,281	2,667	386	2,281	2,667	386	14.5%	32,000
Pool Daily Maintenance	1,845	2,083	238	1,845	2,083	238	11.4%	25,000
R&M-Croquet Turf Maintenance	-	83	83	-	83	83	n/a	1,000
R&M-Activity Campus Buildings	16,201	3,333	(12,868)	16,201	3,333	(12,868)	-386.1%	40,000
Misc-Special Projects	3,328	5,000	1,672	3,328	5,000	1,672	33.4%	60,000
Tools and Equipment	-	1,250	1,250	-	1,250	1,250	n/a	15,000
Operating Supplies	-	167	167	-	167	167	n/a	2,000
Misc-Contingency	151	2,500	2,349	151	2,500	2,349	94.0%	30,000
Total Activity Center Campus	73,382	79,044	5,662	73,382	79,044	5,662	7.2%	418,856
Total Expenditures	184,121	209,479	25,358	184,121	209,479	25,358	12.1%	1,743,552

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserve - Activity Center Campus	5,833	5,833	(0)	5,833	5,833	(0)	0.0%	70,000
Reserve - Roadways	10,833	10,833	(0)	10,833	10,833	(0)	0.0%	130,000
Reserve - Environmental Services	4,167	4,167	0	4,167	4,167	0	0.0%	50,000
Total Transfers Out	20,833	20,833	(0)	20,833	20,833	(0)	0.0%	250,000
Total Expenditures & Transfers	204,954	230,312	25,358	204,954	230,312	25,358	11.0%	1,993,552
Net Surplus (Deficit)	<u>\$ (201,966)</u>	<u>\$ (229,712)</u>	<u>\$ 27,746</u>	(201,966)	(229,712)	27,746		-
Fund balance as of Oct 01, 2023				819,708	819,708	-		819,708
Fund Balance as of Oct 31, 2023				<u>\$ 617,742</u>	<u>\$ 589,996</u>	<u>\$ 27,746</u>		<u>\$ 819,708</u>

Riverwood Community Development District

Financial Statements

General Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
RV Parking Lot Revenue	-	4,750	(4,750)	-	4,750	(4,750)	-100.0%	57,000
Transfer In - Roadways	10,833	10,833	0	10,833	10,833	0	0.0%	130,000
Transfer In - Environmental Services	4,167	4,167	(0)	4,167	4,167	(0)	0.0%	50,000
Transfer In - Activity Center Campus	5,833	5,833	0	5,833	5,833	0	0.0%	70,000
Other Miscellaneous Revenues	0	-	0	0	-	0	n/a	-
Interest - Investments	9,965	-	9,965	9,965	-	9,965	n/a	-
Total Revenue / Other Sources	30,799	25,583	5,216	30,799	25,583	5,216	20.4%	307,000
Expenditures								
Activity Center Campus								
Reserve-Activity Center Campus	-	5,833	5,833	-	5,833	5,833	100.0%	70,000
Total Activity Center Campus	-	5,833	5,833	-	5,833	5,833	100.0%	70,000
Roadways								
Reserve - Roadways	-	10,833	10,833	-	10,833	10,833	100.0%	130,000
Total Roadways	-	10,833	10,833	-	10,833	10,833	100.0%	130,000
RV Park								
Reserve - RV Park	-	2,423	2,423	-	2,423	2,423	100.0%	29,070
Payroll- RV Park	548	1,083	535	548	1,083	535	49.4%	13,000
Materials & Supplies	51	417	366	51	417	366	87.8%	5,000
Capital Projects	-	708	708	-	708	708	100.0%	8,500
Postage and Freight	-	3	3	-	3	3	100.0%	40
Fuel, Gasoline and Oil	-	8	8	-	8	8	100.0%	90
Credit Card Fees	-	108	108	-	108	108	100.0%	1,300
Total RV Park	599	4,750	4,151	599	4,750	4,151	87.4%	57,000
Environmental Services								
Reserve - Environmental Services	-	4,167	4,167	-	4,167	4,167	100.0%	50,000
Total Environmental Services	-	4,167	4,167	-	4,167	4,167	100.0%	50,000
Total Expenditures	599	25,583	24,984	599	25,583	24,984	97.7%	307,000
Net Surplus (Deficit)	\$ 30,200	\$ -	\$ 30,200	30,200	-	30,200		-
Fund balance as of Oct 01, 2023				2,038,539	2,038,539	-		2,038,539
Fund Balance as of Oct 31, 2023				\$ 2,068,738	\$ 2,038,539	\$ 30,200		\$ 2,038,539

General Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% 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	\$430,707	\$4,167	\$2,056	\$0	\$436,930
Activity Center Campus Reserve	\$474,860	\$5,834	\$2,501	\$0	\$483,194
Roadways Reserve	\$817,584	\$10,833	\$3,916	\$0	\$832,333
Construction Settlement Reserve	\$193,656	\$0	\$915	\$0	\$194,571
RV Park Reserve	\$121,732	\$0	\$577	\$599	\$121,710
Total	\$2,038,539	\$20,834	\$9,965	\$599	\$2,068,738

Riverwood Community Development District

Financial Statements

Beach Club Fund - Operations

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Membership Dues	\$ 1,583	\$ 15,042	\$ (13,459)	\$ 1,583	\$ 15,042	\$ (13,459)	-89.5%	\$ 180,500
Initiation Fees	1,200	250	950	1,200	250	950	380.0%	3,000
Amenities Revenue	99	83	16	99	83	16	19.3%	1,000
Summer Membership	-	708	(708)	-	708	(708)	-100.0%	8,500
Other Miscellaneous Revenues	25	42	(17)	25	42	(17)	-39.8%	500
Interest - Investments	395	17	378	395	17	378	2222.7%	200
Total Revenue / Other Sources	3,302	16,142	(12,840)	3,302	16,142	(12,840)	-79.5%	193,700

Expenditures

Beach Club Operations

Payroll-Administrative	240	417	177	240	417	177	42.3%	5,000
Payroll-Attendants	4,941	7,464	2,523	4,941	7,464	2,523	33.8%	89,565
ProfServ-Mgmt Consulting	442	442	-	442	442	-	0.0%	5,304
Auditing Services	-	-	-	-	-	-	n/a	2,200
Contracts-Landscape	-	150	150	-	150	150	100.0%	1,800
Communication - Telephone	222	208	(14)	222	208	(14)	-6.6%	2,500
Utility - General	145	100	(45)	145	100	(45)	-45.0%	1,200
Utility - Refuse Removal	76	75	(1)	76	75	(1)	-1.2%	900
Utility - Water & Sewer	70	150	80	70	150	80	53.4%	1,800
Insurance	21,535	24,967	3,432	21,535	24,967	3,432	13.7%	24,967
R&M-Buildings	159	167	8	159	167	8	4.7%	2,000
R&M-Equipment	-	167	167	-	167	167	100.0%	2,000
Preventative Maint-Security Systems	-	146	146	-	146	146	100.0%	1,750
Misc-Special Projects	-	167	167	-	167	167	100.0%	2,000
Misc-Web Hosting	-	46	46	-	46	46	100.0%	550
Misc-Taxes	-	-	-	-	-	-	n/a	756
Misc-Contingency	-	256	256	-	256	256	100.0%	3,068
Credit Card Fees	92	429	337	92	429	337	78.6%	5,150
Office Supplies	-	5	5	-	5	5	100.0%	60
Op Supplies - General	17	42	25	17	42	25	59.1%	500
Total Beach Club Operations	27,939	35,398	7,459	27,939	35,398	7,459	21.1%	153,070

Riverwood Community Development District

Financial Statements

Beach Club Fund - Operations

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Debt Service								
Principal Debt Retirement	-	-	-	-	-	-	n/a	23,617
Interest Expense	-	-	-	-	-	-	n/a	7,094
Total Debt Service	-	-	-	-	-	-	n/a	30,711
Total Expenditures	27,939	35,398	7,459	27,939	35,398	7,459	21.1%	183,781
Transfer Out								
Reserve - Beach Club	877	877	0	877	877	0	0.0%	10,521
Total Transfer Out	877	877	0	877	877	0	0.0%	10,521
Total Expenditures & Transfer	28,816	36,275	7,459	28,816	36,275	7,459	20.6%	194,302
Net Surplus (Deficit)	<u>\$ (25,514)</u>	<u>\$ (20,133)</u>	<u>\$ (5,381)</u>	<u>(25,514)</u>	<u>(20,133)</u>	<u>(5,381)</u>		<u>(602)</u>
Fund balance as of Oct 01, 2023				86,804	86,804	-		86,804
Fund Balance as of Oct 31, 2023				<u>\$ 61,290</u>	<u>\$ 66,671</u>	<u>\$ (5,381)</u>		<u>\$ 86,202</u>

Riverwood Community Development District

Financial Statements

Beach Club Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Transfer in - Beach Club	\$ 877	\$ 877	\$ (0)	\$ 877	\$ 877	\$ (0)	0.0%	\$ 10,521
Total Revenue / Other Sources	877	877	(0)	877	877	(0)	0.0%	10,521
Expenditures								
Reserve - Beach Club	-	877	877	-	877	877	100.0%	10,521
Total Expenditures	-	877	877	-	877	877	0.0%	10,521
Net Surplus (Deficit)	<u>\$ 877</u>	<u>\$ -</u>	<u>\$ 877</u>	877	-	877		-
Fund balance as of Oct 01, 2023				82,652	82,652	-		82,652
Fund Balance as of Oct 31, 2023				<u>\$ 83,529</u>	<u>\$ 82,652</u>	<u>\$ 877</u>		<u>\$ 82,652</u>

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Beach Club Reserve	\$82,652	\$877	\$0	\$0	\$83,529
Total	\$82,652	\$877	\$0	\$0	\$83,529

Beach Club Fund - Loan

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Total Revenue / Other Sources	-	-	-	-	-	-	n/a	-
Expenditures								
Total Expenditures	-	-	-	-	-	-	n/a	-
Net Surplus (Deficit)	\$ -	\$ -	\$ -	-	-	-		-
Fund balance as of Oct 01, 2023				(141,875)	(141,875)	-		(141,875)
Fund Balance as of Oct 31, 2023				\$ (141,875)	\$ (141,875)	\$ -		\$ (141,875)

Riverwood Community Development District

Financial Statements

Series 2018 Debt Service Fund (Valley National Bank)

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Special Assmnts- Tax Collector	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	n/a	\$ 698,412
Special Assmnts- Discounts	-	-	-	-	-	-	n/a	(27,937)
Interest - Investments	1,989	42	1,947	1,989	42	1,947	4636.3%	500
Total Revenue / Other Sources	1,989	42	1,947	1,989	42	1,947	4636.3%	670,975
Expenditures								
Debt Service								
Misc-Assessment Collection Cost	-	-	-	-	-	-	n/a	13,968
Principal Debt Retirement	-	-	-	-	-	-	n/a	458,000
Interest Expense	-	-	-	-	-	-	n/a	207,169
Total Debt Service	-	-	-	-	-	-	n/a	679,137
Total Expenditures	-	-	-	-	-	-	n/a	679,137
Net Surplus (Deficit)	<u>\$ 1,989</u>	<u>\$ 42</u>	<u>\$ 1,947</u>	1,989	42	1,947		(8,162)
Fund balance as of Oct 01, 2023				499,397	499,397	-		499,397
Fund Balance as of Oct 31, 2023				<u>\$ 501,387</u>	<u>\$ 499,439</u>	<u>\$ 1,947</u>		<u>\$ 491,235</u>

Enterprise Fund - Breakdown by Utility Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Utility Services			Total	Total	Variance	%	Adopted
	Water	Sewer	Irrigation	YTD	YTD			
				Actuals	Budget	Fav (Unfav)	Variance	Budget
Revenue / Other Sources								
Base Charges for Services	\$ 38,621	\$ 109,527	\$ 19,816	\$ 167,964	\$ 166,391	\$ 1,573	0.9%	\$ 1,996,700
Usage Charges for Services	13,688	-	-	13,688	17,431	(3,743)	-21.5%	209,170
Standby Fees	-	571	-	571	525	46	8.8%	6,300
Other Miscellaneous Revenues	856	3,900	-	4,756	983	3,773	383.8%	11,800
Interest - Investments	876	1,634	366	2,876	441	2,435	552.1%	5,300
Total Revenue / Other Sources	54,041	115,632	20,182	189,854	185,771	4,083	2.2%	2,229,270
Expenses								
Administration	11,252	59,569	5,526	76,348	93,875	17,527	18.7%	259,119
Utility Services	40,135	47,109	5,282	92,526	130,015	37,489	28.8%	1,560,151
Transfers Out	2,500	27,500	4,167	34,167	34,167	0	0.0%	410,000
Total Expenses	53,888	134,178	14,974	203,041	258,057	55,016	21.3%	2,229,270
Net Profit (Loss)	<u>\$ 153</u>	<u>\$ (18,547)</u>	<u>\$ 5,207</u>	(13,186)	(72,286)	59,100		-
Net Position as of Oct 01, 2023				8,012,453	8,012,453	-		8,012,453
Net Position as of Oct 31, 2023				<u>\$ 7,999,267</u>	<u>\$ 7,940,167</u>	<u>\$ 59,100</u>		<u>\$ 8,012,453</u>

Enterprise Fund - Water Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Water-Base Rate	\$ 38,621	\$ 38,308	\$ 313	\$ 38,621	\$ 38,308	\$ 313	0.8%	\$ 459,700
Water-Usage	13,688	17,431	(3,743)	13,688	17,431	(3,743)	-21.5%	209,170
Other Miscellaneous Revenues	856	150	706	856	150	706	470.7%	1,800
Interest - Investments	876	25	851	876	25	851	3405.4%	300
Total Revenue / Other Sources	54,041	55,914	(1,873)	54,041	55,914	(1,873)	-3.4%	670,970
Administration								
P/R-Board of Supervisors	185	229	44	185	229	44	19.3%	2,745
Payroll-Project Manager	1,369	2,083	714	1,369	2,083	714	34.3%	25,000
ProfServ-Engineering	-	417	417	-	417	417	100.0%	5,000
ProfServ-Legal Services	-	567	567	-	567	567	100.0%	6,800
ProfServ-Mgmt Consulting	470	470	0	470	470	0	0.0%	5,639
Auditing Services	-	-	-	-	-	-	n/a	3,740
Postage and Freight	-	26	26	-	26	26	100.0%	306
Insurance	9,229	10,700	1,471	9,229	10,700	1,471	13.7%	10,700
Printing and Binding	-	28	28	-	28	28	100.0%	340
Legal Advertising	-	40	40	-	40	40	100.0%	485
Miscellaneous Services	-	79	79	-	79	79	100.0%	949
Office Supplies	-	9	9	-	9	9	100.0%	102
Total Administration	11,252	14,648	3,396	11,252	14,648	3,396	23.2%	61,806
Utility Services								
ProfServ-Utility Billing	886	953	67	886	953	67	7.1%	11,440
Contracts-Other Services	4,482	4,482	0	4,482	4,482	0	0.0%	53,783
Utility - Base Rate	12,764	12,764	0	12,764	12,764	0	0.0%	153,162
Utility - Water-Usage	22,000	24,935	2,935	22,000	24,935	2,935	11.8%	299,218
Utility-CCU Admin Fee	4	4	(0)	4	4	(0)	-7.3%	50
R&M-General	-	4,625	4,625	-	4,625	4,625	100.0%	55,500
Misc-Licenses & Permits	-	25	25	-	25	25	100.0%	300
Misc-Contingency	-	476	476	-	476	476	100.0%	5,711
Total Utility Services	40,135	48,264	8,129	40,135	48,264	8,129	16.8%	579,164
Total Expenses	51,388	62,912	11,524	51,388	62,912	11,524	18.3%	640,970

Enterprise Fund - Water Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserve - Water System	2,500	2,500	-	2,500	2,500	-	0.0%	30,000
Total Transfers Out	2,500	2,500	-	2,500	2,500	-	0.0%	30,000
Total Expenses & Transfers	53,888	65,412	11,524	53,888	65,412	11,524	17.6%	670,970
Net Profit (Loss)	\$ 153	\$ (9,498)	\$ 9,651	\$ 153	\$ (9,498)	\$ 9,651		\$ -

Riverwood Community Development District

Financial Statements

Enterprise Fund - Sewer Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Sewer Revenue	\$ 109,527	\$ 108,250	\$ 1,277	\$ 109,527	\$ 108,250	\$ 1,277	1.2%	\$ 1,299,000
Standby Fees	571	525	46	571	525	46	8.8%	6,300
Other Miscellaneous Revenues	3,900	833	3,067	3,900	833	3,067	368.2%	10,000
Interest - Investments	1,634	333	1,301	1,634	333	1,301	390.6%	4,000
Total Revenue / Other Sources	115,632	109,941	5,691	115,632	109,941	5,691	5.2%	1,319,300
Expenses								
Administration								
P/R-Board of Supervisors	468	579	111	468	579	111	19.2%	6,943
Payroll-Project Manager	1,677	2,583	906	1,677	2,583	906	35.1%	31,000
ProfServ-Engineering	-	833	833	-	833	833	100.0%	10,000
ProfServ-Legal Services	-	1,467	1,467	-	1,467	1,467	100.0%	17,600
ProfServ-Mgmt Consulting	2,049	2,049	0	2,049	2,049	0	0.0%	24,586
Auditing Services	-	-	-	-	-	-	n/a	9,460
Postage and Freight	-	65	65	-	65	65	100.0%	775
Insurance	55,376	64,202	8,826	55,376	64,202	8,826	13.7%	64,202
Printing and Binding	-	72	72	-	72	72	100.0%	860
Legal Advertising	-	-	-	-	-	-	n/a	3
Miscellaneous Services	-	200	200	-	200	200	100.0%	2,399
Office Supplies	-	25	25	-	25	25	100.0%	300
Total Administration	59,569	72,075	12,506	59,569	72,075	12,506	17.4%	168,128
Utility Services								
ProfServ-Utility Billing	5,518	5,940	422	5,518	5,940	422	7.1%	71,280
Electricity - General	4,411	4,750	339	4,411	4,750	339	7.1%	57,000
Utility - Water & Sewer	352	292	(60)	352	292	(60)	-20.4%	3,500
Communication - Telephone	474	542	68	474	542	68	12.5%	6,500
Contracts-Other Services	27,926	27,926	0	27,926	27,926	0	0.0%	335,110
R&M-Sludge Hauling	3,819	7,083	3,264	3,819	7,083	3,264	46.1%	85,000
Maintenance - Security Systems	-	146	146	-	146	146	100.0%	1,750
R&M-General	140	18,953	18,813	140	18,953	18,813	99.3%	227,439
Misc-Licenses & Permits	-	12	12	-	12	12	100.0%	140
Misc-Bad Debt	-	83	83	-	83	83	100.0%	1,000
Misc-Contingency	551	1,038	487	551	1,038	487	46.9%	12,453
Op Supplies - Chemicals	3,919	1,667	(2,252)	3,919	1,667	(2,252)	-135.1%	20,000
Total Utility Services	47,109	68,432	21,323	47,109	68,432	21,323	31.2%	821,172
Total Expenses	106,678	140,507	33,829	106,678	140,507	33,829	24.1%	989,300

Enterprise Fund - Sewer Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserve - Sewer System	27,500	27,500	-	27,500	27,500	-	0.0%	330,000
Total Transfers Out	27,500	27,500	-	27,500	27,500	-	0.0%	330,000
Total Expenses & Transfers	134,178	168,007	33,829	134,178	168,007	33,829	20.1%	1,319,300
Net Profit (Loss)	<u>\$ (18,547)</u>	<u>\$ (58,066)</u>	<u>\$ 39,519</u>	<u>\$ (18,547)</u>	<u>\$ (58,066)</u>	<u>\$ 39,519</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 October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Irrigation-Base Rate	\$ 19,816	\$ 19,833	\$ (17)	\$ 19,816	\$ 19,833	\$ (17)	-0.1%	\$ 238,000
Interest - Investments	366	83	283	366	83	283	340.6%	1,000
Total Revenue / Other Sources	20,182	19,916	266	20,182	19,916	266	1.3%	239,000
Expenses								
Administration								
P/R-Board of Supervisors	109	135	26	109	135	26	19.4%	1,616
Payroll-Project Manager	601	833	232	601	833	232	27.8%	10,000
ProfServ-Engineering	-	443	443	-	443	443	100.0%	5,320
ProfServ-Legal Services	-	83	83	-	83	83	100.0%	1,000
ProfServ-Mgmt Consulting	201	201	(0)	201	201	(0)	-0.2%	2,417
Auditing Services	-	-	-	-	-	-	n/a	2,200
Postage and Freight	-	15	15	-	15	15	100.0%	180
Insurance	4,615	5,350	735	4,615	5,350	735	13.7%	5,350
Printing and Binding	-	17	17	-	17	17	100.0%	200
Legal Advertising	-	24	24	-	24	24	100.0%	285
Miscellaneous Services	-	46	46	-	46	46	100.0%	557
Office Supplies	-	5	5	-	5	5	100.0%	60
Total Administration	5,526	7,152	1,626	5,526	7,152	1,626	22.7%	29,185
Utility Services								
ProfServ-Utility Billing	409	440	31	409	440	31	7.1%	5,280
Electricity - General	1,800	2,500	700	1,800	2,500	700	28.0%	30,000
Contracts-Other Services	2,069	2,069	0	2,069	2,069	0	0.0%	24,823
Utility - Water-Usage	1,000	3,417	2,417	1,000	3,417	2,417	70.7%	41,000
Utility-CCU Admin Fee	4	6	2	4	6	2	28.5%	75
R&M-General	-	4,167	4,167	-	4,167	4,167	100.0%	50,000
Misc-Contingency	-	303	303	-	303	303	100.0%	3,637
Op Supplies - Chemicals	-	417	417	-	417	417	100.0%	5,000
Total Utility Services	5,282	13,319	8,037	5,282	13,319	8,037	60.3%	159,815
Total Expenses	10,808	20,471	9,663	10,808	20,471	9,663	47.2%	189,000

Enterprise Fund - Irrigation Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserves - Irrigation System	4,167	4,167	0	4,167	4,167	0	0.0%	50,000
Total Transfers Out	4,167	4,167	0	4,167	4,167	0	0.0%	50,000
Total Expenses & Transfers	14,974	24,638	9,664	14,974	24,638	9,664	39.2%	239,000
Net Profit (Loss)	<u>\$ 5,207</u>	<u>\$ (4,722)</u>	<u>\$ 9,929</u>	<u>\$ 5,207</u>	<u>\$ (4,722)</u>	<u>\$ 9,929</u>		<u>\$ -</u>

Riverwood Community Development District

Financial Statements

Enterprise Fund - Reserves

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Transfer In - Water Services	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ -	0.0%	\$ 30,000
Transfer In - Sewer Services	27,500	27,500	-	27,500	27,500	-	0.0%	330,000
Transfer In - Irrigation Services	4,167	4,167	(0)	4,167	4,167	(0)	0.0%	50,000
Interest - Investments	8,343	4,167	4,176	8,343	4,167	4,176	100.2%	50,000
Total Revenue / Other Sources	42,510	38,334	4,176	42,510	38,334	4,176	10.9%	460,000
Expenses								
Water Services								
Reserve - Water System	-	2,500	2,500	-	2,500	2,500	100.0%	30,000
Total Water Services	-	2,500	2,500	-	2,500	2,500	100.0%	30,000
Sewer Services								
Reserve - Sewer System	-	27,500	27,500	-	27,500	27,500	100.0%	330,000
Total Sewer Services	-	27,500	27,500	-	27,500	27,500	100.0%	330,000
Irrigation Services								
Reserves - Irrigation System	-	4,167	4,167	-	4,167	4,167	100.0%	50,000
Total Irrigation Services	-	4,167	4,167	-	4,167	4,167	100.0%	50,000
Total Expenses	-	34,167	34,167	-	34,167	34,167	100.0%	410,000
Net Profit (Loss)	<u>\$ 42,510</u>	<u>\$ 4,167</u>	<u>\$ 38,343</u>	42,510	4,167	38,343		50,000
Net Position as of Oct 01, 2023				1,955,580	1,955,580	-		1,955,580
Net Position as of Oct 31, 2023				<u>\$ 1,998,090</u>	<u>\$ 1,959,747</u>	<u>\$ 38,343</u>		<u>\$ 2,005,580</u>

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Water Services Reserve	\$151,041	\$2,500	\$726	\$0	\$154,266
Sewer Services Reserve	\$1,343,172	\$27,500	\$6,479	\$0	\$1,377,151
Irrigation Services Reserve	\$220,700	\$4,167	\$1,138	\$0	\$226,005
Emergency Reserve	\$240,667	\$0	\$0	\$0	\$240,667
Total	\$1,955,580	\$34,167	\$8,343	\$0	\$1,998,089

Riverwood Community Development District

Financial Statements

Shared Services

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

(8.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
ALLOCATIONS								
Total Payroll - Board	\$ 1,077	\$ 1,335	\$ 259	\$ 1,077	\$ 1,335	\$ 259	19.4%	\$ 16,000
Allocated to GF (Activity Ctr)	(135)	(167)	(32)	(135)	(167)	(32)	19.4%	(2,000)
Allocated to Water	(185)	(229)	(44)	(185)	(229)	(44)	19.3%	(2,745)
Allocated to Sewer	(468)	(579)	(111)	(468)	(579)	(111)	19.2%	(6,943)
Allocated to Irrigation	(109)	(135)	(26)	(109)	(135)	(26)	19.4%	(1,616)
Balance in General Fund (Admin)	181	225	44	181	225	44	19.7%	2,696
Total Payroll - Salaries	\$ 28,500	\$ 48,935	\$ 20,435	\$ 28,500	\$ 48,935	\$ 20,435	41.8%	\$ 587,220
Allocated to GF (Activity Ctr Salaries)	(1,101)	(1,888)	(787)	(1,101)	(1,888)	(787)	41.7%	(22,656)
Allocated to GF (Activity Ctr Maint.)	(2,763)	(5,032)	(2,269)	(2,763)	(5,032)	(2,269)	45.1%	(60,382)
Allocated to GF (Gatehouse)	(14,185)	(26,422)	(12,237)	(14,185)	(26,422)	(12,237)	46.3%	(317,059)
Allocated J. Mercer to Water	(1,369)	(2,083)	(714)	(1,369)	(2,083)	(714)	34.3%	(25,000)
Allocated J. Mercer to Sewer	(1,677)	(2,583)	(906)	(1,677)	(2,583)	(906)	35.1%	(31,000)
Allocated J. Mercer to Irrigation	(601)	(833)	(232)	(601)	(833)	(232)	27.8%	(10,000)
Allocated to Beach Club- Attendants	(4,941)	(7,464)	(2,523)	(4,941)	(7,464)	(2,523)	33.8%	(89,565)
Balance in General Fund (Admin)	1,863	2,630	767	1,863	2,630	767	29.2%	31,558
Total Inframark Contract	10,066	10,066	(0)	10,066	10,066	(0)	0.0%	120,795
Allocated to Beach Club	(442)	(442)	-	(442)	(442)	-	0.0%	(5,304)
Allocated to Water	(470)	(470)	(0)	(470)	(470)	(0)	0.0%	(5,639)
Allocated to Sewer	(2,049)	(2,049)	(0)	(2,049)	(2,049)	(0)	0.0%	(24,586)
Allocated to Irrigation	(201)	(201)	0	(201)	(201)	0	-0.2%	(2,417)
Balance in General Fund (Admin)	6,904	6,904	-	6,904	6,904	-	0.0%	82,849
Total Insurance Expense	153,822	178,338	24,516	153,822	178,338	24,516	13.7%	178,338
Allocated to GF (Activity Ctr)	(41,533)	(48,152)	(6,619)	(41,533)	(48,152)	(6,619)	13.7%	(48,152)
Allocated to Beach Club	(21,535)	(24,967)	(3,432)	(21,535)	(24,967)	(3,432)	13.7%	(24,967)
Allocated to Water	(9,229)	(10,700)	(1,471)	(9,229)	(10,700)	(1,471)	13.7%	(10,700)
Allocated to Sewer	(55,376)	(64,202)	(8,826)	(55,376)	(64,202)	(8,826)	13.7%	(64,202)
Allocated to Irrigation	(4,615)	(5,350)	(735)	(4,615)	(5,350)	(735)	13.7%	(5,350)
Balance in General Fund (Admin)	21,535	24,967	3,432	21,535	24,967	3,432	13.7%	24,967

Fifth Order of Business

5A

MUNIBILLING

UTILITY BILLING SOLUTIONS

MANAGED SERVICES AGREEMENT

THIS AGREEMENT is effective as of the 21st day of December, 2023 by and between Crestline Software, LLC, d/b/a **MuniBilling**, a Pennsylvania limited liability company with its principal place of business at 3300 Battleground Avenue, Suite 402, Greensboro, NC 27410 (hereinafter called "MuniBilling") and Riverwood Community Development District, with its principal place of business at 4250 Riverwood Drive, Port Charlotte, FL (hereinafter called "Client").

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

WHEREAS, Client wishes to obtain certain managed services, consisting of bill generation, bill delivery, and bill payment processing services, to support its utility operations; and

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

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

- 1) **SERVICES PROVIDED BY MUNIBILLING.** MuniBilling shall provide the services described in Exhibit "A" and Exhibit "B", which are attached hereto and made a part hereof (hereinafter collectively called "Services") along with Exhibit "C".
- 2) **TERM AND TERMINATION**
 - a) This Agreement shall be effective for an initial term of three (3) years from the date written above and will automatically renew for successive one-year terms thereafter unless either party provides the other with at least ninety (90) days' advance written notice of its desire to terminate this Agreement at the end of its current term. The execution of this Agreement shall serve to terminate that certain agreement dated December 21, 2021 between the parties for similar managed services.
 - b) Upon any termination of this Agreement, MuniBilling shall be entitled to payment for work and services authorized by Client and performed by MuniBilling prior to termination, subject to the terms and provisions set forth herein.

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

3) COMPENSATION

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

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

4) **PERFORMANCE**

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

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

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

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

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

MuniBilling

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

Client

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

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

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

- 18) **SEVERABILITY**. If any terms of this Agreement are held to be invalid or unenforceable, such terms shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable terms, with all other terms remaining in full force and effect.
- 19) **GOVERNING LAW**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to choice of law provisions or the United Nations Convention on the International Sale of Goods.
- 20) **ARBITRATION**. Except to the extent prohibited by law, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be referred to and finally resolved by arbitration in Guilford County, North Carolina, in accordance with Chapter 1, Article 45 of the North Carolina General Statutes (the NC Revised Arbitration Act, the "Act"), which arbitration rules are deemed to be incorporated by reference in this section. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The tribunal will consist of a sole arbitrator appointed by the parties or, failing agreement within one month of the demand for arbitration, as specified by the Act. Any arbitrator shall have substantial familiarity with and at least seven years professional experience with U.S. commercial law and resolution of disputes involving such law, which familiarity may have been obtained by study of, participation in transactions involving, or litigating, adjudicating or resolving disputes involving, such laws. The arbitrator shall be free to consult independent technical or legal experts of his own choosing in resolving any dispute. The parties mutually agree to take advantage of video conferencing and other technology to reduce the need for travel in the unlikely event a proceeding occurs.
- 21) **ENTIRE AGREEMENT**. This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements or negotiations between the parties on the subject. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing dated after this Agreement and signed by the duly authorized officers of the parties. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement. Those provisions that are by their nature intended to survive termination of this Agreement shall survive.
- 22) **MISCELLANEOUS**. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. If executed in counterparts, this Agreement will be as effective as if simultaneously executed. For purposes of this section, a "signature" shall include, but is not limited to, an electronic signature. The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives to become effective on the day and year first above written. The parties acknowledge and agree that this Agreement may be executed in counterparts and signed and transmitted electronically.

Riverwood Community Development District
EIN: 65-0318744

By: _____

Name: Mike Spillane

Title: Chairperson, Board of Supervisors

Crestline Software, LLC d/b/a MuniBilling

By: _____

Name: Kevin S. Kennedy

Title: Chief Executive Officer

EXHIBIT A

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

MuniBilling's Utility Billing Software Proposal dated April 17, 2023 is incorporated into this Agreement as Exhibit B. Any conflicts between the proposal and this Agreement or Exhibit A shall be resolved using the following precedence: this Agreement, Exhibit A, and then Exhibit B.

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

1. Client Billing and Bill Printing

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

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

2. Client Customer Service

MuniBilling shall provide customer service for Client's customers as follows:

- a) Provide customer access to MuniBilling customer portal for payment of bills, account inquiry, establishment of new accounts, closing accounts, finalization of accounts.
- b) Manage lock-box for receipt of customers checks. Any paper check payments of customer bills not processed via lock-box must be processed and entered into MuniBilling's system manually by Client.
- c) Process electronic customer payments via ACH, IVR and credit cards. Except for the monthly merchant account fee, which shall be charged to Client, Client's customers shall pay for all Convenience fees, including any bank or merchant account transaction fees, unless Client has agreed to absorb those fees.
- d) MuniBilling shall help Client to collect delinquent customer accounts by:
 - i. Notifying Client to deliver reminder door tags in accordance with Client's established policy
 - ii. Notifying Client to interrupt/suspend service to customers in accordance with Client's established policy, to help Client collect delinquent bills from customers
- e) MuniBilling shall promptly respond to Client inquiries about Client's customers and shall promptly furnish data requested by Client in response to inquiries it receives from its customers or agencies having jurisdiction over Client.

- f) Termination and Final Notices. Prepare and mail late-payment reminders and final bills in envelope, including first class postage, with postage cost to be reimbursed by Client to MuniBilling.
- g) If requested by Client, MuniBilling will accept service order requests from Client’s customers, generate service order tickets within the MuniBilling system, and provide access to those service orders by Client’s field technicians through browser-enabled mobile devices.
- h) MuniBilling will maintain a call center during normal business hours to answer or respond to Client’s customers’ billing or account inquiries.
- i) Client will act as the sole point of contact on behalf of MuniBilling in providing customer service to customers of Client who reside in the Vizcaya Lakes development. It is the responsibility of Client to handle all communications between MuniBilling and those end use customers.
- j) Broadcast Notification as a Service is excluded from the scope of work to be provided by MuniBilling. This optional service will be quoted upon Client’s request (see section 6, Special Services, below).

3. Reports

MuniBilling to provide the following monthly and periodic reports:

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

4. Billing, Printing and Postage Fees.

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

Managed Services Fee	\$6,162.50 during Year 1 (2024)
	\$6,539.50 during Year 2 (2025)
	\$6,931.00 during Year 3 (2026)
Merchant Account Fee	\$33.45
Bill Print Fee	\$400.92
LockBox Management Fee	\$225.00

Following the conclusion of each annual anniversary, MuniBilling may perform an audit of the actual number of customer parcels billed on behalf of Client during the prior year, and if

the count exceeds 1,450, an adjustment shall be made to the monthly fees invoiced in the prior year by applying a fee of \$4.25/parcel in year 1, \$4.51/parcel in year 2, and \$4.78/parcel in year 3, respectively, to the difference between the highest number of parcels billed during the year in any month and 1,450 parcels; this adjustment shall be reflected on the next invoice sent to Client following the completion of the audit.

In addition to the above fees, for credit card or telephone payments MuniBilling will charge Client's customers a convenience fee on all electronic credit card and telephone customer payments based upon the following schedule:

<u>Bill Amount</u>	<u>Fee</u>
\$0.1 - \$50.0	\$1.49
\$50.01 - \$100.00	\$2.94
\$100.01 - \$150.00	\$4.39
\$150.01 - \$200.00	\$5.84
\$200.00 and up	2.99%

E-checks or ACH payments by your end use customers will be charged \$1.00/transaction, regardless of the amount paid. In addition, MuniBilling shall pass through to Client or its customers, as appropriate, any additional bank processing charges, such as returned check fees.

For printing customer bills, Client shall pay MuniBilling for the cost of printing all standard monthly bills at the rate of \$0.31/page (one-sided), which shall include a customer return envelope. Late fee notices shall be charged at the rate of \$0.31/page, which shall include a customer return envelope. The actual out-of-pocket cost of first-class postage for mailing bills and notices shall be passed through to Client. A minimum fee may apply if printing less than 200 pages.

5. One-Time Setup Fees.

Client shall pay the following one-time set up fees for the services specified herein:

Implementation and Data Import Fee N/A - Client is already live in system

6. Special Services.

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

- a) Special Customer Notices. Prepare or use Client prepared special notices and mail to customers - charge quoted for each notice.
- b) Bill Stuffers - Include Client furnished single page "bill stuffer" for mailing with customer bills (available for bills mailed in envelopes only). MuniBilling furnished "stuffer" will be quoted on a per job basis.
- c) Broadcast Notification. This optional service enables Client to send notifications via email, text messages, and pre-recorded voice calls to your customers. Notifications will be sent by MuniBilling at Client's direction. This service will be quoted upon Client's request.

Initially, Broadcast Notification can only be used for notifying your customers of pending disconnects, but MuniBilling is working to expand these capabilities and will add them after they are vetted.

7. Remittance of Funds.

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

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

EXHIBIT B

MuniBilling's proposal dated April 17, 2023 is incorporated herein by this reference.

EXHIBIT C**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT CONTRACTOR
ADDENDUM**

This Addendum (the "Addendum") is an addendum to the Agreement (the "Agreement") between the Riverwood Community Development District (the "District") and Crestline Software, LLC d/b/a MuniBilling (the "Contractor") providing services to the District. The provisions of this Addendum shall prevail over any conflicting terms contained in the Agreement.

Modifications to the Agreement:

1. Section 3, Compensation, shall be modified to indicate that Invoices are due and payable in accordance with Florida's Prompt Payment Act.

2. Section 5, Confidential Information shall be modified as follows:

a. Add the following sentence to the beginning of this Section:
"Subject to Chapter 119, Florida Statutes,"

b. Modify 5(y), to state as follows:

(y) is required to be disclosed by Chapter 119, Florida Statutes, applicable laws, or regulations (but in this event, only to the extent required to be disclosed).

3. Section 20, Arbitration, shall be stricken in its entirety.

Additions to the Agreement:INSURANCE

A. Before performing any work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, the insurance listed below.

(1) Workers' Compensation coverage, Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation,

maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorist's coverage in the minimum amount of \$100,000 when there are owned vehicles.

- B. District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). Contractor shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to District. The policies of insurance shall be primary and written on forms acceptable to the District and the insurance coverage shall be from a reputable insurance carrier acceptable to District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If Contractor fails to have secured and maintained the required insurance, District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with District's obtaining the required insurance.

INDEMNIFICATION

Subject to Section 9 of the Agreement, Contractor does hereby indemnify and hold harmless Owner, its officers, agents, and employees, and the Riverwood Community Association, Inc, and its officers agents and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons or entities employed or utilized by Contractor in the performance of this Contract.

In any and all claims against Owner or any of its agents, officers or employees, or against the Riverwood Community Association, Inc., or any of its agents, officers or employees, by Contractor, any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of the them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

PUBLIC RECORDS

To the extent applicable, Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

- a. Contractor shall keep and maintain public records required by the Owner in order to perform the service;
- b. Upon request from the Owner, Contractor shall provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at

- a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner;
 - d. Contractor shall upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner; and,
 - e. Contractor acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTRACTOR SHOULD
CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SANDRA
DEMARCO, AT (954) 753-5841 EXT 40532; 210 NORTH UNIVERSITY
DRIVE, SUITE 702, CAPE CORAL, FLORIDA 33071;
Sandra.Demarco@inframark.com**

E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the District.

- Signatures appear on next page -

CONTRACTOR:	DISTRICT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Eighth Order of Business

RIVERWOOD CDD

October Monthly Client Report

November 21, 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 has had pump ends replaced. Filter #2 was repaired. Cleaned and painted rust on piping and bypassed control system.

- **Performance metrics:**

- Wastewater Treatment Plant

- 3.633 million gals of wastewater received in October

- Water Treatment

- 2.97 million gals of water metered at Riseley Ave between 9/25/23-10/23/23
 - 3.09 million gals of water billed from CCU between 9/25/23-10/23/23
 - 838 thousand gals of water metered at Proude St. between 9/25/23-10/23/23
 - 806 thousand gals of water billed from CCU between 9/25/23-10/23/23

- Reuse

- Received from Charlotte County Utilities- new meter installed 10/9/23 Received between 10/9-10/31 14,003 gals of reuse
 - 3.77 million gals of reuse produced by Riverwood discharged into the pond

Performance Metrics	Current Month October	Prior Month September
Wastewater treated	3,633,000	3,380,000
Sludge produced and disposed	48,000	48,000
Reclaimed Water Produced (irrigation)	22,553,000	15,584,000
Number of line breaks	0	0
Hydrants flushed	21	21
Valves Exercised	12	12
Meters Read	1,134	1,134
Consumables	Current Month	Prior Month
Chlorine Usage - WWTP	4,445	2,100
Chlorine Usage – Irrigation	570	400

Maintenance and Repair

Preventive Maintenance

- Inspected all pump stations weekly
- Flushed water at sample locations
- Odor control weekly checks performed
- Plant generator inspections completed
- Greased all pumps and motors
- Re-installed cover on surge tank and started odor system
- Replaced failed bypass valve on influent

Water Meters –

- Meters raised – 0
- Meters to be raised – 0
- 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
- Taran Brown Jr., Marcos Benavidez & Burke Young – certified operators
- Florida Utility Solutions rotates service technician weekly at Riverwood
- Alana Faircloth & Maribeth Richards – compliance and clerical/administrative
- Matt Gillispie-Utility Manager

Community Involvement

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

Hydroguard Flushing Update

Location	# times Flushed	Gallons Flushed October	Gallons Flushed September
S. Silver Lakes CT	11	180,100	202,300
N. Silver Lake CT	11	217,100	209,300
Club Drive	11	103,600	73,800
Scrub Jay CT.	11	69,000	27,700
Creekside Lane	11	239,900	218,100
North Marsh Dr.	11	345,093	335,883
Mill Creek	11	365,200	307,200
Preserve Ct.	11	260,900	257,700
Total Flushed		1,780,893	1,631,983

Monthly Report

	Golf Course Meter	Gallons	CL2	S.Silver Lakes CT	Gallons	CL2	N.Silver Lake CT	Gallons	CL2	Club Drive	Gallons	CL2	Scrub Jay CT	Gallons	CL2	Creekside Lane	Gallons	CL2	North Marsh Dr	Gallons	CL2	Mill Creek	Gallons	CL2	Presrve Ct	Gallons	CL2	
1																												
2																												
3																												
4	895487896	0		93262	67100	2	127532	59600	2.3	234850	18300	1.9	239161	10600	1.5	164555	60000	1.3	16770877	67672	2.1	455542	109600	1.9	160292	77000	1.1	
5																												
6																												
7																												
8																												
9																												
10																												
11																												
12	895487896	0		93933	41500	2.4	128128	44900	2.4	235033	18800	2	239267	7300	1.7	165155	54800	1	16838549	20972	1.7	456638	36300	1.4	161062	14800	1.2	
13																												
14																												
15																												
16																												
17																												
18	895487896	0		94348	39700	1.9	128577	57400	2.5	235221	15900	2.1	239340	30300	1.9	165703	65100	1.5	16859521	174676	1.9	457001	143500	1.5	161210	119000	1.4	
19																												
20																												
21																												
22																												
23																												
24																												
25																												
26	895487896	0		94745	31800	2.8	129151	55200	2.3	235380	50600	2.3	239643	20800	3	166354	60000	2	17034197	81773	3.5	458436	75800	2.5	162400	50100	1.4	
27																												
28																												
29																												
30																												
31																												

MAX		MAX	67100	2.8	MAX	59600	2.5	MAX	50600	2.3	MAX	30300	3	Max	65100	2	MAX	174676	3.5	MAX	143500	2.5	MAX	119000	1.4	
MIN		MIN	31800	1.9	MIN	44900	2.3	MIN	15900	1.9	MIN	7300	1.5	Min	54800	1	MIN	20972	1.7	MIN	36300	1.4	MIN	14800	1.1	
AVERAGE		AVERAGE	45025	2.3	AVERAGE	54275	2.4	AVERAGE	25900	2.1	AVERAGE	17250	2	Average	59975	1.5	AVERAGE	86273.25	2.3	AVERAGE	91300	1.8	AVERAGE	65225	1.3	
Total Used	0	Total Used	180100		Total Used	217100		Total Used	103600		Total Used	69000		Total Used	239900		Total Used	345093		Total Used	365200		Total Used	260900		
Total Flushed	1780893																									

DAYS	CCU Drinking Water Meter #0011845095	October 1, 2023										
		Meter Reading	Flow Mgd	Meter Reading High	Flow Mdg	Meter Reading Low	Flow Mgd	Remote CI2	Riseley CI2	Proude CI2	Riseley PSI	Proude PSI
	Riseley Ave.		Proude St.				Proude St.					
1		0.000		0.000		0.000						
2	41892551	0.109	17294225	0.009	6646903	0.002	3	4	4	50	70	
3	42001764	0.144	17303550	0.038	6649214	0.004	4	4	4	52	74	
4	42145571	0.089	17341572	0.030	6653519	0.011	1.9	4	4	55	73	
5	42234786	0.092	17371132	0.013	6664587	0.005	4	4	4	59	71	
6	42327094	0.000	17384124	0.000	6669339	0.000	4					
7		0.000		0.000		0.000						
8		0.000		0.000		0.000						
9	42698369	0.118	17466301	0.001	6685205	0.002	2	4	4	73	75	
10	42816083	0.123	17467560	0.045	6686967	0.005	3.7	4	4	59	70	
11	42938911	0.126	17512894	0.013	6691818	0.008	2.7	4	4	55	70	
12	43064786	0.074	17525806	0.046	6699420	0.007	2.5	4	4	53	71	
13	43138647	0.000	17572000	0.000	6706562	0.000	4	4	4	50	72	
14		0.000		0.000		0.000						
15		0.000		0.000		0.000						
16	43528815	0.108	17617790	0.028	6715403	0.004	4	3.5	3.7	51	68	
17	43636316	0.146	17645522	0.022	6719262	0.005	4	4	3.9	59	68	
18	43782363	0.169	17667343	0.048	6724305	0.012	4	4	4	51	68	
19	43951815	0.077	17715228	0.001	6736556	0.009	4	4	4	56	69	
20	44028411	0.000	17716431	0.000	6745883	0.000	4	4	4	49	63	
21		0.000		0.000		0.000						
22		0.000		0.000		0.000						
23		0.000		0.000		0.000	4	4	4	52	63	
24	44068440	0.708	17820974	0.001	6787050	0.008	4	4	4	51	63	
25	44776220	0.161	17822137	0.054	6794573	0.011	4	3.4	3.7	49	62	
26	44937558	0.100	17876045	0.002	6805283	0.010	3	3.9	3.8	51	63	
27	45037081	0.000	17877568	0.000	6815372	0.000	2.6	3.9	3.7	52	65	
28		0.000		0.000		0.000						
29		0.000		0.000		0.000						
30	45450999	0.188	17927466	0.047	6851514	0.024	3	3.5	3.6	50	63	
31	45638676	0.000	17974445	0.000	6875651	0.000	3	3.2	3.6	51	62	
	AVERAGE	0.082		0.013		0.004	3.4	3.9	3.9	53.7	67.8	
	TOTAL FLOW	2.531		0.398		0.127	Total Flow	3.055				
	MAX	0.708		0.054		0.024	4	4		73		

TENTH ORDER OF BUSINESS

10A

RESOLUTION 2024-01

A RESOLUTION AMENDING THE RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND AND BEACH CLUB FUND BUDGET FOR FISCAL YEAR 2023

WHEREAS, the Board of Supervisors, hereinafter referred to as the “Board”, of Riverwood Community Development District, hereinafter referred to as “District”, adopted a General Fund and Beach Club Fund Budget for Fiscal Year 2023, and

WHEREAS, the Board desires to reallocate funds budgeted to reappropriate Revenues and Expenses approved during the Fiscal Year.

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

1. The General Fund and Beach Club Fund Budget is hereby amended in accordance with Exhibit “A” attached.
2. This resolution shall become effective this 21st day of November, 2023 and be reflected in the monthly and Fiscal Year End 9/30/2023 Financial Statements and Audit Report of the District.

**Riverwood
Community Development District**

By: _____
Chairman

Attest:

By: _____
Secretary

Proposed Budget Amendment
For the Period Ending September 30, 2023

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Total Flood Control/Stormwater Mgmt	253,148	(33,378)	219,770	118,765	101,005
<u>Landscape Services</u>					
ProfServ-Legal Services	-	2,022	2,022	2,022	-
Contracts-Landscape	-	94,392	94,392	94,392	-
R&M-Other Landscape	-	4,022	4,022	4,022	-
Total Landscape Services	-	100,436	100,436	100,436	-
<u>Activity Center Campus</u>					
P/R-Board of Supervisors	2,000	-	2,000	2,263	(263)
Payroll-Salaries	24,656	-	24,656	28,785	(4,129)
Payroll-Maintenance	17,391	4,129	21,520	22,942	(1,422)
Payroll-Gatehouse	245,609	23,337	268,946	268,946	-
Electricity - General	50,666	4,197	54,863	54,863	-
Utility - Water & Sewer	16,000	-	16,000	15,317	683
Insurance - Property	32,103	-	32,103	36,434	(4,331)
R&M-Gate	25,000	(5,000)	20,000	16,410	3,590
R&M-Pools	8,000	-	8,000	7,932	68
R&M-Tennis Courts	-	-	-	240	(240)
R&M-Fitness Equipment	5,000	-	5,000	4,142	858
R&M-Emergency & Disaster Relief	-	256,118	256,118	256,118	-
R&M-Gatehouse/Security	25,000	-	25,000	13,458	11,542
Tools and Equipment	15,000	(9,000)	6,000	4,798	1,202
Activity Ctr Cleaning- Inside Areas	-	8,255	8,255	8,255	-
Pool Daily Maintenance	-	12,860	12,860	12,860	-
R&M-Activity Campus Buildings	40,000	20,231	60,231	60,231	-
Misc-Special Projects	76,477	-	76,477	-	76,477
Misc-Contingency	18,241	-	18,241	24	18,217
Operating Supplies	2,000	-	2,000	97	1,903
Op Supplies - Gatehouse	15,000	-	15,000	6,794	8,206
Total Activity Center Campus	618,143	315,127	933,270	820,909	112,361
TOTAL EXPENDITURES	1,093,709	382,185	1,475,894	1,243,181	232,713
Excess (deficiency) of revenues					
Over (under) expenditures	217,985	(382,185)	(164,200)	123,095	287,295
<u>OTHER FINANCING SOURCES (USES)</u>					
Transfer Out - Activity Center Campus	(77,985)	-	(77,985)	(38,993)	38,992
Transfer Out - Ponds	(10,000)	-	(10,000)	(5,000)	5,000
Transfer Out - Roadways	(130,000)	-	(130,000)	(65,000)	65,000
TOTAL FINANCING SOURCES (USES)	(217,985)	-	(217,985)	(108,993)	108,992

Proposed Budget Amendment
For the Period Ending September 30, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>PROPOSED AMENDMENT</u>	<u>FINAL BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>REVENUES</u>					
Interest - Investments	\$ 1,693	\$ -	\$ 1,693	\$ 40,178	\$ 38,485
Special Assmnts- Tax Collector	1,354,155	-	1,354,155	1,354,154	(1)
Special Assmnts- Discounts	(54,654)	-	(54,654)	(47,471)	7,183
Other Miscellaneous Revenues	500	-	500	14,065	13,565
Non-Resident Members	10,000	-	10,000	5,350	(4,650)
TOTAL REVENUES	1,311,694	-	1,311,694	1,366,276	54,582
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	2,696	-	2,696	3,035	(339)
Payroll-Salaries	19,724	-	19,724	22,901	(3,177)
ProfServ-Engineering	6,500	-	6,500	-	6,500
ProfServ-Legal Services	35,000	-	35,000	33,762	1,238
ProfServ-Mgmt Consulting	80,437	-	80,437	80,544	(107)
ProfServ-Trustee Fees	3,717	-	3,717	3,717	-
Auditing Services	3,600	-	3,600	3,800	(200)
Website Hosting/Email services	3,300	-	3,300	5,362	(2,062)
Communications-Other	3,000	-	3,000	5,198	(2,198)
Insurance	20,712	-	20,712	23,506	(2,794)
Misc-Non Ad Valorem Taxes	2,500	-	2,500	17	2,483
Misc-Assessment Collection Cost	26,000	-	26,000	8,686	17,314
Misc-Credit Card Fees	1,232	-	1,232	226	1,006
Office Expense	12,000	-	12,000	12,300	(300)
Janitorial /Office supplies	2,000	-	2,000	16	1,984
Total Administration	222,418	-	222,418	203,070	19,348
<u>Flood Control/Stormwater Mgmt</u>					
Payroll-Environmental Services	42,391	11,622	54,013	54,013	-
ProfServ-Consultants	15,000	-	15,000	8,474	6,526
Contracts-Preserve Maintenance	35,000	-	35,000	-	35,000
Contracts-Lakes	24,200	-	24,200	22,200	2,000
Electricity - General	2,400	-	2,400	4,061	(1,661)
Utility - Water & Sewer	2,000	-	2,000	1,851	149
R&M-Sidewalks	10,000	-	10,000	3,360	6,640
R&M-Storm Drain Cleaning	15,000	-	15,000	13,136	1,864
R&M-Preserves	60,000	(45,000)	15,000	7,740	7,260
R&M-Roads,Signage,Striping	11,000	-	11,000	-	11,000
R&M-Road Scaping	10,000	-	10,000	180	9,820
R&M-Lakes,Bank Erosion,Planting	5,000	-	5,000	3,750	1,250
Misc-Contingency	21,157	-	21,157	-	21,157

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Net change in fund balance	-	(382,185)	(382,185)	14,102	396,287
FUND BALANCE, BEGINNING (OCT 1, 2022)	805,608	-	805,608	805,608	-
FUND BALANCE, ENDING	\$ 805,608	\$ (382,185)	\$ 423,423	\$ 819,710	\$ 396,287

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ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES					
Interest - Investments	\$ 200	\$ -	\$ 200	\$ 3,440	\$ 3,240
Other Miscellaneous Revenues	500	-	500	262	(238)
Membership Dues	161,500	-	161,500	169,827	8,327
Initiation Fees	3,000	-	3,000	2,750	(250)
Summer Membership	7,500	-	7,500	-	(7,500)
Amenities Revenue	1,000	-	1,000	1,188	188
TOTAL REVENUES	173,700	-	173,700	177,467	3,767
EXPENDITURES					
Parks and Recreation					
Payroll-Administrative	5,000	-	5,000	6,255	(1,255)
Payroll-Attendants	74,339	-	74,339	71,617	2,722
ProfServ-Mgmt Consulting	5,150	-	5,150	5,157	(7)
Auditing Services	1,800	-	1,800	1,900	(100)
Contracts-On-Site Maintenance	1,000	-	1,000	467	533
Contracts-Landscape	3,000	-	3,000	-	3,000
Communication - Telephone	2,500	-	2,500	2,375	125
Utility - General	900	-	900	1,229	(329)
Utility - Refuse Removal	900	-	900	878	22
Utility - Water & Sewer	1,800	-	1,800	979	821
Insurance	17,495	2,360	19,855	19,855	-
R&M-Buildings	5,000	-	5,000	2,861	2,139
R&M-Equipment	5,000	10,000	15,000	9,785	5,215
R&M-Emergency & Disaster Relief	-	9,200	9,200	9,200	-
Preventative Maint-Security Systems	1,750	-	1,750	-	1,750
Misc-Special Projects	3,000	-	3,000	-	3,000
Misc-Credit Card Fees	5,000	-	5,000	4,385	615
Misc-Taxes	756	-	756	842	(86)
Misc-Contingency	3,116	-	3,116	452	2,664
Misc-Web Hosting	550	-	550	550	-
Office Supplies	200	-	200	-	200
Op Supplies - General	1,000	-	1,000	598	402
Total Parks and Recreation	139,256	21,560	160,816	139,385	21,431
Debt Service					
Principal Debt Retirement	23,617	-	23,617	-	23,617
Interest Expense	827	8,656	9,483	9,483	-
Total Debt Service	24,444	8,656	33,100	9,483	23,617
TOTAL EXPENDITURES	163,700	30,216	193,916	148,868	45,048

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Excess (deficiency) of revenues Over (under) expenditures	10,000	(30,216)	(20,216)	28,599	48,815
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating Transfers-Out	-	-	-	(23,617)	(23,617)
Transfer Out - Beach Club Reserve	(10,000)	-	(10,000)	(10,000)	-
TOTAL FINANCING SOURCES (USES)	(10,000)	-	(10,000)	(33,617)	(23,617)
Net change in fund balance	-	(30,216)	(30,216)	(5,018)	25,198
FUND BALANCE, BEGINNING (OCT 1, 2022)	91,822	-	91,822	91,822	-
FUND BALANCE, ENDING	\$ 91,822	\$ (30,216)	\$ 61,606	\$ 86,804	\$ 25,198