

# **Riverwood Community Development District**

**February 21, 2023**

**AGENDA PACKAGE**

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

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

**District Staff**

Justin Faircloth, District Manager  
Scott Rudacille, District Attorney

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

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- 1. Call to Order and Roll Call**
- 2. Approval of the February 21, 2023 Agenda**
- 3. Audience Comments on Agenda Items**
- 4. Approval of Consent Agenda**
  - A. Approval of the Minutes of January 12, 2023 Special Meeting
  - B. Approval of the Minutes of January 17, 2023 Meeting
  - C. Acceptance of the Financial Report and Check Registers as of January 2023
- 5. On-Site Manager's Report**
- 6. Monthly Client Report**
- 7. Safety and Access Control Supervisor Report**
- 8. District Manager's Report**
  - A. Follow Up Items
- 9. Attorney's Report**
- 10. Old Business**
  - A. RCDD/RCA Activity Center Agreement
  - B. RCA Attorney January 24, 2023 Response
  - C. Activity Center Maintenance Vendor Contracts Discussion
    - i. RCA Contracts
    - ii. Riverwood Landscape & Enhancement Proposal
- 11. New Business**
  - A. Tennis Courts Lighting Survey
  - B. Rule Change Discussion
    - i. Deposit Review
  - C. Office/Storage Space Discussion
- 12. Other Committee Reports**
  - A. Beach Club Committee: Mr. Spillane
  - B. Campus Committee: Ms. Syrek

**District Office:**

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

**Meeting Location:**

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

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

**13. Supervisor Comments**

**14. Audience Comments**

**15. Adjournment**

**The next scheduled meeting is scheduled to be held Tuesday, March 21, 2023 at 2:00 p.m.**

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**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 SPECIAL MEETING  
RIVERWOOD  
COMMUNITY DEVELOPMENT DISTRICT**

A special meeting of the Board of Supervisors of the Riverwood Community Development District was held on Tuesday, January 12, 2023 at 2:00 p.m. at the Riverwood Activity Center, located at 4250 Riverwood Drive, Port Charlotte, Florida.

Present and constituting a quorum were:

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

Also present were:

Justin Faircloth	District Manager
John Mercer	Riverwood CDD
Residents	

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

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

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

On MOTION by Ms. Syrek seconded by Mr. Myhrberg with all in favor Dr. McKee was authorized to attend the meeting and vote via phone.

**SECOND ORDER OF BUSINESS** **Approval of the January 12, 2023 Agenda**

On MOTION by Ms. Syrek seconded by Mr. Myhrberg with all in favor, the January 12, 2023 Agenda was approved.

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

- Residents commented on the Maintenance Agreement between the CDD and RCA.

January 12, 2023

44 **FOURTH ORDER OF BUSINESS**

**Discussion on the Systems & Facilities  
Operations, Landscape Maintenance &  
Activity Center Agreement between the  
CDD & RCA**

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48       • The Board requested Mr. Faircloth send out the draft agreement as presented at the  
49       meeting to the RCA for consideration.

50 **FIFTH ORDER OF BUSINESS**

**Supervisor Comments**

- 51       • None.

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53 **SIXTH ORDER OF BUSINESS**

**Audience Comments**

- 54       • Residents commented on the Maintenance Agreement between the RCA and the  
55       CDD.

56 **SEVENTH ORDER OF BUSINESS**

**Adjournment**

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58       On MOTION by Mr. Gipp seconded by Ms. Syrek with all in favor  
59       the meeting was adjourned at 3:52 p.m.

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Michael Spillane  
Chairman

**4B**

**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, January 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	Chairman
Donald Myhrberg	Vice Chairman
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	Riverwood CDD
Ronald Lesinski	Riverwood CDD
Mitch Gilbert	Florida Utility Solutions
Members of the Public	

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

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Approval of the January 17, 2023 Agenda**

On MOTION by Ms. Syrek seconded by Mr. Myhrberg with all in favor, the January 17, 2023 Agenda, adding MOU Discussion under Old Business was approved as amended.

**THIRD ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

- None.

**FOURTH ORDER OF BUSINESS**

**Approval of Consent Agenda**

- A. Approval of the Minutes of December 20, 2022 Meeting**
- B. Acceptance of the Financial Report and Check Registers as of December 2022**

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On MOTION by Ms. Syrek, seconded by Mr. Myhrberg with all in favor the Consent Agenda was approved.

**SIXTH ORDER OF BUSINESS**

**Monthly Client Report**

- Mr. Gilbert reviewed the report with the Board and answered questions.

**SEVENTH ORDER OF BUSINESS**

**Safety and Access Control Supervisor Report**

- Mr. Mercer presented his report.

**FIFTH ORDER OF BUSINESS**

**On-Site Manager’s Report**

- Mr. Mercer presented his report.

**EIGHTH ORDER OF BUSINESS**

**District Manager’s Report**

- Mr. Faircloth gave an update on the inactive deposits list.

**NINTH ORDER OF BUSINESS**

**Attorney’s Report**

- Mr. Rudacille presented his report.
- Updates were given on the Harborside Agreement and Evatech issue.

**TENTH ORDER OF BUSINESS**

**Engineer’s Report**

**A. FL GIS Solutions, LLC Revised Proposal**

- Discussion ensued regarding the FL GIS Solutions, LLC revised proposal and irrigation moving forward.

On MOTION by Ms. Syrek, seconded by Mr. Myhrberg with all in favor the FL GIS Solutions Revised proposal for \$17,000 was approved.

**ELEVENTH ORDER OF BUSINESS**

**Old Business**

- Mr. Spillane noted the RCA discontinued BrightView’s work on CDD Property in November. Board members will attend the RCA meeting next month to confirm.

**A. MOU Discussion**

- Mr. Faircloth noted he spoke with Mr. Rudacille regarding a shorter agreement which covers everything the District owns.
- Discussion ensued regarding the tennis courts, fencing and lighting.
- The Board Agreed to allow the RCA to continue managing the tennis courts.
- Mr. Spillane requested to have all the RCA’s contracts reviewed.
- The District wants to take over landscaping of District property, and maintenance

January 17, 2023

81 contracts for the Activity Center, with the exception of pickleball, Tennis and croquet  
82 courts.

- 83 • The bidding threshold is \$195,000.

84 **TWELFTH ORDER OF BUSINESS** **New Business**

85 **A. A Discussion of RCA Board Members on CDD Committees**

- 86 • Ms. Syrek inquired if RCA Board members can vote on CDD Committees.
- 87 • Mr. Rudacille noted that the only liaison is from the CDD Board on those committees,  
88 otherwise, they are appointed committee members who have the right to vote.

89 **THIRTEENTH ORDER OF BUSINESS** **Other Committee Reports**

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

- 91 • Mr. Spillane provided an update.

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

- 93 • Ms. Syrek provided an update.

94 **C. Dog Park Committee: Mr. McKee**

95 **i. Appointment of Alice Brown**

- 96 • Mr. McKee provided an update.

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98 On MOTION by Mr. McKee, seconded by Mr. Gipp with all in favor  
99 Alice Brown was appointed as a new Member to the Dog Park  
100 Committee.

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

103 **i. Draft 2022 Year End Report**

- 104 • Mr. Myhrberg provided an update.

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

- 106 • Ms. Syrek provided an update.

107 **F. RV Park Committee Report: Mr. Myhrberg**

- 108 • Mr. Myhrberg presented his report.

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

- 110 • Mr. Knaub presented his report.

111 **H. Sewer Committee: Mr. Gipp**

- 112 • Mr. Gipp presented his report.

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

- 114 • Mr. Myhrberg presented his report.

115 **J. Water/Utility Committee: Mr. Spillane**

- 116 • Mr. Spillane presented his report.

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January 17, 2023

119 **FOURTEENTH ORDER OF BUSINESS** **Supervisor Comments**

- 120 • None.

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122 **FIFTEENTH ORDER OF BUSINESS** **Audience Comments**

- 123 • Resident comments were received regarding the District clean-up, road repairs, RCA  
124 and CCD responsibilities, tennis court repairs and non-resident entrance into the  
125 community.

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127 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

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On MOTION by Ms. Syrek, seconded by McKee, with all in favor, 130 the meeting was adjourned.
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Michael Spillane  
Chairman

**4C**

# Riverwood Community Development District

Financial Statements

*(unaudited)*

January 31, 2023

*Prepared by*



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**Riverwood Community Development District**

**Financial Statements**

**Balance Sheet**  
January 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
<b>Assets</b>										
<b>Current Assets</b>										
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,254,293	\$ 2,254,293
Equity in Pooled Cash	1,150,859	2,178,208	196,406	77,686	-	-	486,072	1,852,861	(5,942,092)	-
Accounts Receivable	-	-	-	-	-	-	189,730	-	-	189,730
Accounts Receivable > 120	-	-	-	-	-	-	316	-	-	316
FEMA Receivable	195,603	-	9,200	-	-	-	29,885	-	-	234,688
Loan Due from Beach Fund	165,492	-	-	-	-	-	-	-	-	165,492
Investments:										
Money Market Account	-	-	-	-	-	-	-	-	3,687,799	3,687,799
Reserve Fund	-	-	-	-	-	131,302	-	-	-	131,302
Revenue Fund	-	-	-	-	-	797,561	-	-	-	797,561
<b>Total Current Assets</b>	<b>1,511,954</b>	<b>2,178,208</b>	<b>205,606</b>	<b>77,686</b>	<b>-</b>	<b>928,863</b>	<b>706,003</b>	<b>1,852,861</b>	<b>-</b>	<b>7,461,181</b>
<b>Noncurrent Assets</b>										
Fixed Assets										
Land	-	-	-	-	-	-	343,998	-	-	343,998
Buildings	-	-	-	-	-	-	1,413,584	-	-	1,413,584
Accum Depr - Buildings	-	-	-	-	-	-	(829,875)	-	-	(829,875)
Infrastructure	-	-	-	-	-	-	10,649,119	-	-	10,649,119
Accum Depr - Infrastructure	-	-	-	-	-	-	(4,210,623)	-	-	(4,210,623)
Equipment and Furniture	-	-	-	-	-	-	37,977	-	-	37,977
Accum Depr - Equip/Furniture	-	-	-	-	-	-	(12,203)	-	-	(12,203)
<b>Total Noncurrent Assets</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,391,977</b>	<b>-</b>	<b>-</b>	<b>7,391,977</b>
<b>Total Assets</b>	<b>\$ 1,511,954</b>	<b>\$ 2,178,208</b>	<b>\$ 205,606</b>	<b>\$ 77,686</b>	<b>\$ -</b>	<b>\$ 928,863</b>	<b>\$ 8,097,980</b>	<b>\$ 1,852,861</b>	<b>\$ -</b>	<b>\$ 14,853,158</b>

**Riverwood Community Development District**

**Financial Statements**

**Balance Sheet**  
January 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
<b>Liabilities</b>										
<b>Current Liabilities</b>										
Accounts Payable	\$ 2,858	\$ -	\$ 501	\$ -	\$ -	\$ -	\$ 793	\$ -	\$ -	\$ 4,152
Accrued Expenses	14,103	-	569	-	-	-	84,807	-	-	99,479
Sales Tax Payable	12	329	801	-	-	-	-	-	-	1,142
Deposits	-	-	-	-	-	-	199,759	-	-	199,759
Loan Due to General Fund	-	-	-	-	165,492	-	-	-	-	165,492
<b>Total Current Liabilities</b>	<b>16,973</b>	<b>329</b>	<b>1,871</b>	<b>-</b>	<b>165,492</b>	<b>-</b>	<b>285,359</b>	<b>-</b>	<b>-</b>	<b>470,024</b>
<b>Total Liabilities</b>	<b>16,973</b>	<b>329</b>	<b>1,871</b>	<b>-</b>	<b>165,492</b>	<b>-</b>	<b>285,359</b>	<b>-</b>	<b>-</b>	<b>470,024</b>
<b>Fund Balances / Net Position</b>										
<b>Restricted for:</b>										
Debt Service	-	-	-	-	-	928,863	-	-	-	928,863
<b>Assigned to:</b>										
Operating Reserves	350,000	-	-	-	-	-	-	-	-	350,000
Reserves - Activity Center	-	561,835	-	-	-	-	-	-	-	561,835
Reserves - Settlement	-	254,323	-	-	-	-	-	-	-	254,323
Environmental Services	-	415,445	-	-	-	-	-	-	-	415,445
Reserves - Roadways	-	811,268	-	-	-	-	-	-	-	811,268
Reserves - RV Park	-	135,008	-	-	-	-	-	-	-	135,008
Reserves - Beach Club	-	-	-	77,686	-	-	-	-	-	155,372
<b>Unassigned:</b>	<b>1,144,981</b>	<b>-</b>	<b>203,735</b>	<b>-</b>	<b>(165,492)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,183,224</b>
Net Investment in capital assets	-	-	-	-	-	-	7,391,976	-	-	7,391,976
Reserves - Emergency	-	-	-	-	-	-	-	240,667	-	240,667
Reserves - Sewer System	-	-	-	-	-	-	-	1,300,832	-	1,300,832
Reserves - Water System	-	-	-	-	-	-	-	126,544	-	126,544
Reserves - Irrigation System	-	-	-	-	-	-	-	184,818	-	184,818
Unrestricted/Unreserved	-	-	-	-	-	-	420,645	-	-	420,645
<b>Total Fund Balances / Net Position</b>	<b>1,494,981</b>	<b>2,177,879</b>	<b>203,735</b>	<b>77,686</b>	<b>(165,492)</b>	<b>928,863</b>	<b>7,812,621</b>	<b>1,852,861</b>	<b>-</b>	<b>14,305,448</b>
<b>Total Liabilities &amp; Fund Balances / Net Position</b>	<b>\$ 1,511,954</b>	<b>\$ 2,178,208</b>	<b>\$ 205,606</b>	<b>\$ 77,686</b>	<b>\$ -</b>	<b>\$ 928,863</b>	<b>\$ 8,097,980</b>	<b>\$ 1,852,861</b>	<b>\$ -</b>	<b>\$ 14,853,158</b>

**Riverwood Community Development District**

*Financial Statements*

**General Fund**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Special Assmnts- Tax Collector	\$ 183,301	\$ 219,813	\$ (36,512)	\$ 1,120,405	\$ 1,228,836	\$ (108,431)	-8.8%	\$ 1,354,155
Special Assmnts- Discounts	(5,392)	(8,872)	3,480	(42,156)	(49,597)	7,441	-15.0%	(54,654)
Non-Resident Members	(1,650)	833	(2,483)	5,350	3,332	2,018	60.6%	10,000
Other Miscellaneous Revenues	1,831	42	1,789	3,732	168	3,564	2121.1%	500
Interest - Investments	4,610	141	4,469	9,507	564	8,943	1585.7%	1,693
<b>Total Revenue / Other Sources</b>	<b>182,700</b>	<b>211,957</b>	<b>(29,257)</b>	<b>1,096,837</b>	<b>1,183,303</b>	<b>(86,466)</b>	<b>-7.3%</b>	<b>1,311,694</b>

**Expenditures**

**Administration**

P/R-Board of Supervisors	434	225	(209)	1,156	900	(256)	-28.5%	2,696
Payroll-Salaries	1,671	1,644	(27)	6,482	6,576	94	1.4%	19,724
ProfServ-Engineering	-	542	542	-	2,168	2,168	n/a	6,500
ProfServ-Mgmt Consulting	6,703	6,703	(0)	26,812	26,812	(0)	0.0%	80,437
ProfServ-Legal Services	(404)	2,917	3,321	10,056	11,668	1,612	13.8%	35,000
ProfServ-Trustee Fees	-	-	-	-	3,717	3,717	n/a	3,717
Auditing Services	-	-	-	-	1,800	1,800	n/a	3,600
Communications-Other	487	250	(237)	1,490	1,000	(490)	-49.0%	3,000
Insurance	49	-	(49)	22,612	20,712	(1,900)	-9.2%	20,712
Misc-Non Ad Valorem Taxes	-	208	208	-	832	832	n/a	2,500
Misc-Assessment Collection Cost	3,558	4,220	662	21,565	23,594	2,029	8.6%	26,000
Website Hosting/Email services	-	275	275	1,601	1,100	(501)	-45.6%	3,300
Janitorial /Office supplies	-	167	167	-	668	668	n/a	2,000
Office Expense	322	1,000	678	1,274	4,000	2,726	68.2%	12,000
Misc-Credit Card Fees	4	103	99	219	412	193	46.9%	1,232
<b>Total Administration</b>	<b>12,824</b>	<b>18,254</b>	<b>5,430</b>	<b>93,267</b>	<b>105,959</b>	<b>12,692</b>	<b>12.0%</b>	<b>222,418</b>

**Riverwood Community Development District**

*Financial Statements*

**General Fund**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Environmental Services</b>								
Payroll-Environmental Services	3,277	3,533	256	14,659	14,132	(527)	-3.7%	42,391
Contracts-Preserve Maintenance	-	2,917	2,917	-	11,668	11,668	n/a	35,000
Contracts-Lakes	1,850	2,017	167	7,400	8,068	668	8.3%	24,200
ProfServ-Consultants	900	1,250	350	1,500	5,000	3,500	70.0%	15,000
Electricity - General	256	200	(56)	1,025	800	(225)	-28.2%	2,400
Utility - Water & Sewer	137	167	30	447	668	221	33.1%	2,000
R&M-Sidewalks	-	833	833	-	3,332	3,332	n/a	10,000
R&M-Storm Drain Cleaning	-	1,250	1,250	-	5,000	5,000	n/a	15,000
R&M-Preserves	-	5,000	5,000	785	20,000	19,215	96.1%	60,000
R&M-Road Scaping	46	833	787	248	3,332	3,084	92.6%	10,000
R&M-Roads,Signage,Striping	-	917	917	-	3,668	3,668	n/a	11,000
R&M-Lakes,Bank Erosion,Planting	-	417	417	-	1,668	1,668	n/a	5,000
Misc-Contingency	-	1,763	1,763	-	7,052	7,052	n/a	21,157
<b>Total Environmental Services</b>	<b>6,466</b>	<b>21,097</b>	<b>14,631</b>	<b>26,064</b>	<b>84,388</b>	<b>58,324</b>	<b>69.1%</b>	<b>253,148</b>
<b>Activity Center Campus</b>								
P/R-Board of Supervisors	323	167	(156)	862	668	(194)	-29.0%	2,000
Payroll-Salaries	2,075	2,055	(20)	8,400	8,220	(180)	-2.2%	24,656
Payroll-Maintenance	1,272	1,449	177	4,891	5,796	905	15.6%	17,391
Payroll-Gatehouse	21,208	20,467	(740)	77,657	81,870	4,213	5.1%	245,609
Electricity - General	4,171	4,222	51	15,106	16,888	1,782	10.5%	50,666
Utility - Water & Sewer	1,159	1,333	174	3,761	5,332	1,571	29.5%	16,000
Insurance - Property	76	-	(76)	35,047	32,100	(2,947)	-9.2%	32,103
R&M-Pools	236	667	431	462	2,668	2,206	82.7%	8,000
R&M-Fitness Equipment	211	417	206	1,370	1,668	298	17.9%	5,000
R&M-Gate	576	2,083	1,507	2,596	8,333	5,737	68.8%	25,000
R&M-Gatehouse/Security	41,895	2,083	(39,812)	45,335	8,333	(37,001)	-444.0%	25,000
Op Supplies - Gatehouse	(199)	1,250	1,449	201	5,000	4,799	96.0%	15,000
R&M-Activity Campus Buildings	(4,627)	3,333	7,960	16,732	13,332	(3,400)	-25.5%	40,000
Misc-Special Projects	-	6,373	6,373	-	25,492	25,492	n/a	76,477
Tools and Equipment	110	1,250	1,140	3,052	5,000	1,948	39.0%	15,000
Operating Supplies	-	167	167	-	668	668	n/a	2,000
Misc-Contingency	-	1,520	1,520	-	6,080	6,080	n/a	18,241
<b>Total Activity Center Campus</b>	<b>68,486</b>	<b>48,837</b>	<b>(19,649)</b>	<b>215,471</b>	<b>227,448</b>	<b>11,977</b>	<b>5.3%</b>	<b>618,143</b>
<b>Total Expenditures</b>	<b>87,776</b>	<b>88,188</b>	<b>412</b>	<b>334,803</b>	<b>417,795</b>	<b>82,993</b>	<b>19.9%</b>	<b>1,093,709</b>

**Riverwood Community Development District**

*Financial Statements*

**General Fund**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Transfers Out</b>								
Reserve - Activity Center Campus	6,499	6,499	0	25,995	25,996	1	0.0%	77,985
Reserve - Roadways	10,833	10,833	(0)	43,333	43,332	(1)	0.0%	130,000
Reserve - Environmental Services	833	833	(0)	3,333	3,332	(1)	0.0%	10,000
<b>Total Transfers Out</b>	<b>18,165</b>	<b>18,165</b>	<b>(0)</b>	<b>72,662</b>	<b>72,660</b>	<b>(2)</b>	<b>0.0%</b>	<b>217,985</b>
<b>Total Expenditures &amp; Transfers</b>	<b>105,941</b>	<b>106,353</b>	<b>412</b>	<b>407,464</b>	<b>490,455</b>	<b>82,991</b>	<b>16.9%</b>	<b>1,311,694</b>
Net Surplus (Deficit)	<u>\$ 76,759</u>	<u>\$ 105,604</u>	<u>\$ (28,845)</u>	689,373	692,848	(3,475)		-
<b>Fund balance as of Oct 01, 2022</b>				805,608	805,608	-		805,608
<b>Fund Balance as of Jan 31, 2023</b>				<u>\$ 1,494,981</u>	<u>\$ 1,498,455</u>	<u>\$ (3,475)</u>		<u>\$ 805,608</u>

**Riverwood Community Development District**

*Financial Statements*

**General Fund - Reserves**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
RV Parking Lot Revenue	4,700	4,750	(50)	52,907	19,000	33,907	178.5%	57,000
Transfer In - Roadways	10,833	10,833	0	43,333	43,332	1	0.0%	130,000
Transfer In - Environmental Services	833	833	0	3,333	3,332	1	0.0%	10,000
Transfer In - Activity Center Campus	6,499	6,499	(0)	25,995	25,996	(1)	0.0%	77,985
Other Miscellaneous Revenues	30	-	30	38	-	38	n/a	-
Interest - Investments	6,509	-	6,509	22,649	-	22,649	n/a	-
<b>Total Revenue / Other Sources</b>	<b>29,405</b>	<b>22,915</b>	<b>6,490</b>	<b>148,256</b>	<b>91,660</b>	<b>56,596</b>	<b>61.7%</b>	<b>274,985</b>
<b>Expenditures</b>								
<b>Activity Center Campus</b>								
Reserve-Activity Center Campus	-	6,499	6,499	-	25,996	25,996	100.0%	77,985
R&M-Activity Center	-	-	-	9,870	-	(9,870)	n/a	-
<b>Total Activity Center Campus</b>	<b>-</b>	<b>6,499</b>	<b>6,499</b>	<b>9,870</b>	<b>25,996</b>	<b>16,126</b>	<b>62.0%</b>	<b>77,985</b>
<b>Roadways</b>								
Reserve - Roadways	-	10,833	10,833	-	43,332	43,332	100.0%	130,000
<b>Total Roadways</b>	<b>-</b>	<b>10,833</b>	<b>10,833</b>	<b>-</b>	<b>43,332</b>	<b>43,332</b>	<b>100.0%</b>	<b>130,000</b>
<b>RV Park</b>								
Reserve - RV Park	-	2,506	2,506	-	10,024	10,024	100.0%	30,070
Payroll- RV Park	961	1,000	39	4,195	4,000	(195)	-4.9%	12,000
Materials & Supplies	-	417	417	-	1,668	1,668	100.0%	5,000
Capital Projects	-	708	708	-	2,832	2,832	100.0%	8,500
Postage and Freight	-	3	3	-	12	12	100.0%	40
Fuel, Gasoline and Oil	-	8	8	-	32	32	100.0%	90
Credit Card Fees	98	108	10	1,230	432	(798)	-184.7%	1,300
<b>Total RV Park</b>	<b>1,059</b>	<b>4,750</b>	<b>3,691</b>	<b>5,425</b>	<b>19,000</b>	<b>13,575</b>	<b>71.4%</b>	<b>57,000</b>
<b>Environmental Services</b>								
Reserve - Environmental Services	-	833	833	-	3,332	3,332	100.0%	10,000
<b>Total Environmental Services</b>	<b>-</b>	<b>833</b>	<b>833</b>	<b>-</b>	<b>3,332</b>	<b>3,332</b>	<b>100.0%</b>	<b>10,000</b>
<b>Total Expenditures</b>	<b>1,059</b>	<b>22,915</b>	<b>21,856</b>	<b>15,295</b>	<b>91,660</b>	<b>76,365</b>	<b>83.3%</b>	<b>274,985</b>
Net Surplus (Deficit)	<b>\$ 28,346</b>	<b>\$ -</b>	<b>\$ 28,346</b>	132,961	-	132,961		-
<b>Fund balance as of Oct 01, 2022</b>				2,044,918	2,044,918	-		2,044,918
<b>Fund Balance as of Jan 31, 2023</b>				<b>\$ 2,177,879</b>	<b>\$ 2,044,918</b>	<b>\$ 132,961</b>		<b>\$ 2,044,918</b>

**Riverwood Community Development District**

*Financial Statements*

**General Fund - Reserves**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

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

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Environmental Services Reserve	\$407,706	\$3,333	\$4,405	\$0	\$415,445
Activity Center Campus Reserve	\$539,731	\$26,033	\$5,941	\$9,870	\$561,835
Roadways Reserve	\$759,490	\$43,333	\$8,445	\$0	\$811,268
Construction Settlement Reserve	\$251,618	\$0	\$2,705	\$0	\$254,323
RV Park Reserve	\$86,373	\$52,907	\$1,153	\$5,425	\$135,008
<b>Total</b>	<b>\$2,044,918</b>	<b>\$125,606</b>	<b>\$22,649</b>	<b>\$15,295</b>	<b>\$2,177,879</b>

**Riverwood Community Development District**

*Financial Statements*

**Beach Club Fund - Operations**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Membership Dues	\$ 10,200	\$ -	\$ 10,200	\$ 161,500	\$ 161,500	\$ -	0.0%	\$ 161,500
Initiation Fees	900	250	650	1,300	1,000	300	30.0%	3,000
Amenities Revenue	297	83	214	297	332	(35)	-10.5%	1,000
Summer Membership	-	625	(625)	-	2,500	(2,500)	-100.0%	7,500
Other Miscellaneous Revenues	50	42	8	149	168	(19)	-11.6%	500
Interest - Investments	233	17	216	818	68	750	1102.5%	200
<b>Total Revenue / Other Sources</b>	<b>11,680</b>	<b>1,017</b>	<b>10,663</b>	<b>164,063</b>	<b>165,568</b>	<b>(1,505)</b>	<b>-0.9%</b>	<b>173,700</b>

**Expenditures**

**Beach Club Operations**

Payroll-Administrative	463	417	(46)	1,705	1,668	(37)	-2.2%	5,000
Payroll-Attendants	4,642	6,195	1,553	18,323	24,780	6,457	26.1%	74,339
ProfServ-Mgmt Consulting	429	429	(0)	1,717	1,716	(1)	0.0%	5,150
Auditing Services	-	-	-	-	900	900	100.0%	1,800
Contracts-On-Site Maintenance	85	83	(2)	85	332	247	74.4%	1,000
Contracts-Landscape	-	250	250	-	1,000	1,000	100.0%	3,000
Communication - Telephone	217	208	(9)	604	832	228	27.4%	2,500
Utility - General	151	75	(76)	346	300	(46)	-15.5%	900
Utility - Refuse Removal	73	75	2	293	300	7	2.5%	900
Utility - Water & Sewer	71	150	79	277	600	323	53.9%	1,800
Insurance	42	-	(42)	19,100	17,495	(1,605)	-9.2%	17,495
R&M-Buildings	-	417	417	1,442	1,668	226	13.6%	5,000
R&M-Equipment	475	417	(58)	610	1,668	1,058	63.4%	5,000
Preventative Maint-Security Systems	-	146	146	-	584	584	100.0%	1,750
Misc-Special Projects	-	250	250	-	1,000	1,000	100.0%	3,000
Misc-Web Hosting	-	46	46	-	184	184	100.0%	550
Misc-Taxes	-	-	-	-	756	756	100.0%	756
Misc-Contingency	-	260	260	-	1,040	1,040	100.0%	3,116
Credit Card Fees	211	417	207	4,062	1,668	(2,394)	-143.5%	5,000
Office Supplies	-	17	17	-	68	68	100.0%	200
Op Supplies - General	196	83	(113)	254	332	78	23.4%	1,000
<b>Total Beach Club Operations</b>	<b>7,055</b>	<b>9,935</b>	<b>2,880</b>	<b>48,817</b>	<b>58,891</b>	<b>10,074</b>	<b>17.1%</b>	<b>139,256</b>

**Riverwood Community Development District**

*Financial Statements*

**Beach Club Fund - Operations**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Debt Service</b>								
Principal Debt Retirement	-	-	-	-	-	-	n/a	23,617
Interest Expense	-	-	-	-	-	-	n/a	827
<b>Total Debt Service</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>n/a</b>	<b>24,444</b>
<b>Total Expenditures</b>	<b>7,055</b>	<b>9,935</b>	<b>2,880</b>	<b>48,817</b>	<b>58,891</b>	<b>10,074</b>	<b>17.1%</b>	<b>163,700</b>
<b>Transfer Out</b>								
Reserve - Beach Club	833	833	(0)	3,333	3,332	(1)	0.0%	10,000
<b>Total Transfer Out</b>	<b>833</b>	<b>833</b>	<b>(0)</b>	<b>3,333</b>	<b>3,332</b>	<b>(1)</b>	<b>0.0%</b>	<b>10,000</b>
<b>Total Expenditures &amp; Transfer</b>	<b>7,888</b>	<b>10,768</b>	<b>2,880</b>	<b>52,150</b>	<b>62,223</b>	<b>10,073</b>	<b>16.2%</b>	<b>173,700</b>
Net Surplus (Deficit)	<u>\$ 3,791</u>	<u>\$ (9,751)</u>	<u>\$ 13,542</u>	111,913	103,345	8,568		-
Fund balance as of Oct 01, 2022				91,822	91,822	-		91,822
Fund Balance as of Jan 31, 2023				<u>\$ 203,735</u>	<u>\$ 195,167</u>	<u>\$ 8,568</u>		<u>\$ 91,822</u>

**Riverwood Community Development District**

*Financial Statements*

**Beach Club Fund - Reserves**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Transfer in - Beach Club	\$ 833	\$ 833	\$ 0	\$ 3,333	\$ 3,332	\$ 1	0.0%	\$ 10,000
<b>Total Revenue / Other Sources</b>	<b>833</b>	<b>833</b>	<b>0</b>	<b>3,333</b>	<b>3,332</b>	<b>1</b>	<b>0.0%</b>	<b>10,000</b>
<b>Expenditures</b>								
Reserve - Beach Club	-	833	833	-	3,332	3,332	100.0%	10,000
<b>Total Expenditures</b>	<b>-</b>	<b>833</b>	<b>833</b>	<b>-</b>	<b>3,332</b>	<b>3,332</b>	<b>0.0%</b>	<b>10,000</b>
Net Surplus (Deficit)	<u>\$ 833</u>	<u>\$ -</u>	<u>\$ 833</u>	3,333	-	3,333		-
<b>Fund balance as of Oct 01, 2022</b>				74,352	74,352	-		74,352
<b>Fund Balance as of Jan 31, 2023</b>				<u>\$ 77,686</u>	<u>\$ 74,352</u>	<u>\$ 3,333</u>		<u>\$ 74,352</u>

**Reserve Balances**

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Beach Club Reserve	\$74,353	\$3,333	\$0	\$0	\$77,686
<b>Total</b>	<b>\$74,353</b>	<b>\$3,333</b>	<b>\$0</b>	<b>\$0</b>	<b>\$77,686</b>

**Beach Club Fund - Loan**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
<b>Total Revenue / Other Sources</b>	-	-	-	-	-	-	n/a	-
<b>Expenditures</b>								
<b>Total Expenditures</b>	-	-	-	-	-	-	n/a	-
Net Surplus (Deficit)	\$ -	\$ -	\$ -	-	-	-		-
<b>Fund balance as of Oct 01, 2022</b>				(165,492)	(165,492)	-		(165,492)
<b>Fund Balance as of Jan 31, 2023</b>				<b>\$ (165,492)</b>	<b>\$ (165,492)</b>	<b>\$ -</b>		<b>\$ (165,492)</b>

**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 January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Special Assmnts- Tax Collector	\$ 98,259	\$ 113,370	\$ (15,111)	\$ 600,597	\$ 633,779	\$ (33,182)	-5.2%	\$ 698,412
Special Assmnts- Discounts	(2,891)	(4,535)	1,644	(22,598)	(25,351)	2,753	-10.9%	(27,936)
Interest - Investments	1,074	42	1,032	3,775	168	3,607	2146.8%	500
<b>Total Revenue / Other Sources</b>	<b>96,443</b>	<b>108,877</b>	<b>(12,434)</b>	<b>581,774</b>	<b>608,596</b>	<b>(26,822)</b>	<b>-4.4%</b>	<b>670,976</b>
<b>Expenditures</b>								
<b>Debt Service</b>								
Misc-Assessment Collection Cost	1,907	2,267	360	11,560	12,675	1,115	8.8%	13,968
Principal Debt Retirement	-	-	-	-	-	-	n/a	440,000
Interest Expense	-	-	-	111,934	111,934	(0)	0.0%	223,867
<b>Total Debt Service</b>	<b>1,907</b>	<b>2,267</b>	<b>360</b>	<b>123,494</b>	<b>124,609</b>	<b>1,115</b>	<b>0.9%</b>	<b>677,835</b>
<b>Total Expenditures</b>	<b>1,907</b>	<b>2,267</b>	<b>360</b>	<b>123,494</b>	<b>124,609</b>	<b>1,115</b>	<b>0.9%</b>	<b>677,835</b>
Net Surplus (Deficit)	<b>\$ 94,535</b>	<b>\$ 106,610</b>	<b>\$ (12,075)</b>	458,280	483,988	(25,707)		(6,859)
Fund balance as of Oct 01, 2022				470,583	470,583	-		470,583
Fund Balance as of Jan 31, 2023				<b>\$ 928,863</b>	<b>\$ 954,571</b>	<b>\$ (25,707)</b>		<b>\$ 463,724</b>

**Enterprise Fund - Breakdown by Utility Services**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Utility Services			Total	Total	Variance	%	Adopted
	Water	Sewer	Irrigation	YTD	YTD			
				Actuals	Budget	Fav (Unfav)	Variance	Budget
<b>Revenue / Other Sources</b>								
Base Charges for Services	\$ 154,497	\$ 436,950	\$ 77,626	\$ 669,072	\$ 665,564	\$ 3,508	0.5%	\$ 1,996,700
Usage Charges for Services	75,104	-	-	75,104	69,724	5,380	7.7%	209,170
Standby Fees	-	2,220	-	2,220	2,100	120	5.7%	6,300
Meter Fees	-	-	-	-	332	(332)	-100.0%	1,000
Connection Fees - W/S	-	5,000	-	5,000	-	5,000	0.0%	-
Backflow Fees	-	-	-	-	10,088	(10,088)	-100.0%	30,259
Other Miscellaneous Revenues	889	4,050	-	4,939	3,932	1,007	25.6%	11,800
Interest - Investments	823	1,535	344	2,701	268	2,433	907.9%	800
<b>Total Revenue / Other Sources</b>	<b>231,313</b>	<b>449,755</b>	<b>77,969</b>	<b>759,037</b>	<b>752,008</b>	<b>7,029</b>	<b>0.9%</b>	<b>2,256,029</b>
<b>Expenses</b>								
Administration	18,155	70,417	7,219	95,792	116,279	20,487	17.6%	230,906
Utility Services	169,713	194,150	19,652	383,516	547,056	163,540	29.9%	1,641,123
Transfers Out	10,000	103,333	14,667	128,000	128,000	-	0.0%	384,000
<b>Total Expenses</b>	<b>197,869</b>	<b>367,901</b>	<b>41,538</b>	<b>607,308</b>	<b>791,335</b>	<b>184,027</b>	<b>23.3%</b>	<b>2,256,029</b>
Net Profit (Loss)	<u>\$ 33,444</u>	<u>\$ 81,854</u>	<u>\$ 36,431</u>	151,729	(39,327)	191,056		-
Net Position as of Oct 01, 2022				7,660,892	7,660,892	-		7,660,892
Net Position as of Jan 31, 2023				<u>\$ 7,812,621</u>	<u>\$ 7,621,565</u>	<u>\$ 191,056</u>		<u>\$ 7,660,892</u>

**Riverwood Community Development District**

*Financial Statements*

**Enterprise Fund - Water Services**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Water-Base Rate	\$ 38,638	\$ 38,308	\$ 330	\$ 154,497	\$ 153,232	\$ 1,265	0.8%	\$ 459,700
Water-Usage	23,329	17,431	5,898	75,104	69,724	5,380	7.7%	209,170
Backflow Fees	-	2,522	(2,522)	-	10,088	(10,088)	-100.0%	30,259
Other Miscellaneous Revenues	151	150	1	889	600	289	48.2%	1,800
Interest - Investments	494	25	469	823	100	723	723.2%	300
<b>Total Revenue / Other Sources</b>	<b>62,611</b>	<b>58,436</b>	<b>4,175</b>	<b>231,313</b>	<b>233,744</b>	<b>(2,431)</b>	<b>-1.0%</b>	<b>701,229</b>
<b>Administration</b>								
P/R-Board of Supervisors	444	229	(215)	1,183	916	(267)	-29.2%	2,745
Payroll-Project Manager	1,715	1,667	(48)	6,997	6,668	(329)	-4.9%	20,000
ProfServ-Engineering	-	417	417	-	1,668	1,668	100.0%	5,000
ProfServ-Legal Services	-	567	567	82	2,268	2,186	96.4%	6,800
ProfServ-Mgmt Consulting	456	456	(0)	1,825	1,824	(1)	0.0%	5,474
Auditing Services	-	-	-	-	1,530	1,530	100.0%	3,060
Postage and Freight	-	26	26	-	104	104	100.0%	306
Insurance	18	-	(18)	8,069	7,391	(678)	-9.2%	7,391
Printing and Binding	-	28	28	-	112	112	100.0%	340
Legal Advertising	-	40	40	-	160	160	100.0%	485
Miscellaneous Services	-	79	79	-	316	316	100.0%	949
Office Supplies	-	9	9	-	36	36	100.0%	102
<b>Total Administration</b>	<b>2,632</b>	<b>3,518</b>	<b>886</b>	<b>18,155</b>	<b>22,993</b>	<b>4,838</b>	<b>21.0%</b>	<b>52,652</b>
<b>Utility Services</b>								
ProfServ-Utility Billing	961	856	(105)	3,689	3,424	(265)	-7.8%	10,266
Contracts-Other Services	3,887	4,482	595	17,332	17,928	596	3.3%	53,783
Utility - Base Rate	12,764	12,764	0	51,054	51,056	2	0.0%	153,162
Utility - Water-Usage	24,751	24,935	184	97,620	99,740	2,120	2.1%	299,218
Utility-CCU Admin Fee	4	4	(0)	17	16	(1)	-7.3%	50
R&M-General	-	4,625	4,625	-	18,500	18,500	100.0%	55,500
Misc-Licenses & Permits	-	25	25	-	100	100	100.0%	300
Back Flow Preventors	-	2,522	2,522	-	10,088	10,088	100.0%	30,259
Misc-Contingency	-	1,337	1,337	-	5,348	5,348	100.0%	16,039
<b>Total Utility Services</b>	<b>42,366</b>	<b>51,550</b>	<b>9,184</b>	<b>169,713</b>	<b>206,200</b>	<b>36,487</b>	<b>17.7%</b>	<b>618,577</b>
<b>Total Expenses</b>	<b>44,998</b>	<b>55,068</b>	<b>10,070</b>	<b>187,869</b>	<b>229,193</b>	<b>41,324</b>	<b>18.0%</b>	<b>671,229</b>

**Enterprise Fund - Water Services**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Transfers Out</b>								
Reserve - Water System	2,500	2,500	-	10,000	10,000	-	0.0%	30,000
<b>Total Transfers Out</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>10,000</b>	<b>10,000</b>	<b>-</b>	<b>0.0%</b>	<b>30,000</b>
<b>Total Expenses &amp; Transfers</b>	<b>47,498</b>	<b>57,568</b>	<b>10,070</b>	<b>197,869</b>	<b>239,193</b>	<b>41,324</b>	<b>17.3%</b>	<b>701,229</b>
Net Profit (Loss)	<u>\$ 15,113</u>	<u>\$ 868</u>	<u>\$ 14,245</u>	<u>\$ 33,444</u>	<u>\$ (5,449)</u>	<u>\$ 38,893</u>		<u>\$ -</u>

# Riverwood Community Development District

## Financial Statements

### Enterprise Fund - Sewer Services

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Sewer Revenue	\$ 108,045	\$ 108,250	\$ (205)	\$ 436,950	\$ 433,000	\$ 3,950	0.9%	\$ 1,299,000
Standby Fees	555	525	30	2,220	2,100	120	5.7%	6,300
Connection Fees - W/S	5,000	-	5,000	5,000	-	5,000	n/a	-
Other Miscellaneous Revenues	688	833	(145)	4,050	3,332	718	21.5%	10,000
Interest - Investments	920	42	878	1,535	168	1,367	813.5%	500
<b>Total Revenue / Other Sources</b>	<b>115,209</b>	<b>109,650</b>	<b>5,559</b>	<b>449,755</b>	<b>438,600</b>	<b>11,155</b>	<b>2.5%</b>	<b>1,315,800</b>
<b>Expenses</b>								
<b>Administration</b>								
P/R-Board of Supervisors	1,122	579	(543)	2,992	2,316	(676)	-29.2%	6,943
Payroll-Project Manager	2,207	2,167	(40)	9,054	8,668	(386)	-4.5%	26,000
ProfServ-Engineering	-	1,667	1,667	-	6,668	6,668	100.0%	20,000
ProfServ-Legal Services	191	1,467	1,276	683	5,868	5,186	88.4%	17,600
ProfServ-Mgmt Consulting	1,989	1,989	(0)	7,957	7,956	(1)	0.0%	23,870
Auditing Services	-	-	-	-	3,870	3,870	100.0%	7,740
Postage and Freight	16	65	49	16	260	244	94.0%	775
Insurance	107	-	(107)	49,156	45,026	(4,130)	-9.2%	45,026
Printing and Binding	-	72	72	-	288	288	100.0%	860
Legal Advertising	-	-	-	-	-	-	n/a	3
Miscellaneous Services	140	200	60	560	800	240	30.0%	2,399
Office Supplies	-	25	25	-	100	100	100.0%	300
<b>Total Administration</b>	<b>5,772</b>	<b>8,231</b>	<b>2,459</b>	<b>70,417</b>	<b>81,820</b>	<b>11,403</b>	<b>13.9%</b>	<b>151,516</b>
<b>Utility Services</b>								
ProfServ-Utility Billing	5,984	5,330	(654)	22,987	21,320	(1,667)	-7.8%	63,962
Electricity - General	5,819	4,750	(1,069)	17,170	19,000	1,830	9.6%	57,000
Utility - Water & Sewer	869	292	(577)	1,975	1,168	(807)	-69.1%	3,500
Communication - Telephone	655	542	(113)	2,037	2,168	131	6.0%	6,500
Contracts-Other Services	24,216	27,926	3,710	107,993	111,704	3,711	3.3%	335,110
R&M-Sludge Hauling	7,845	6,385	(1,460)	28,172	25,540	(2,632)	-10.3%	76,620
Maintenance - Security Systems	-	146	146	-	584	584	100.0%	1,750
R&M-General	(4,599)	20,833	25,432	(4,371)	83,332	87,703	105.2%	250,000
Misc-Licenses & Permits	-	12	12	-	48	48	100.0%	140
Misc-Bad Debt	-	292	292	-	1,168	1,168	100.0%	3,500
Misc-Contingency	321	2,350	2,029	893	9,400	8,507	90.5%	28,202
Op Supplies - Chemicals	7,062	2,333	(4,729)	17,294	9,332	(7,962)	-85.3%	28,000
<b>Total Utility Services</b>	<b>48,172</b>	<b>71,191</b>	<b>23,019</b>	<b>194,150</b>	<b>284,764</b>	<b>90,614</b>	<b>31.8%</b>	<b>854,284</b>
<b>Total Expenses</b>	<b>53,944</b>	<b>79,422</b>	<b>25,478</b>	<b>264,567</b>	<b>366,584</b>	<b>102,017</b>	<b>27.8%</b>	<b>1,005,800</b>

**Enterprise Fund - Sewer Services**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Transfers Out</b>								
Reserve - Sewer System	25,833	25,833	(0)	103,333	103,332	(1)	0.0%	310,000
<b>Total Transfers Out</b>	<b>25,833</b>	<b>25,833</b>	<b>(0)</b>	<b>103,333</b>	<b>103,332</b>	<b>(1)</b>	<b>0.0%</b>	<b>310,000</b>
<b>Total Expenses &amp; Transfers</b>	<b>79,777</b>	<b>105,255</b>	<b>25,478</b>	<b>367,901</b>	<b>469,916</b>	<b>102,015</b>	<b>21.7%</b>	<b>1,315,800</b>
Net Profit (Loss)	<u>\$ 35,432</u>	<u>\$ 4,395</u>	<u>\$ 31,037</u>	<u>\$ 81,854</u>	<u>\$ (31,316)</u>	<u>\$ 113,170</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 January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Irrigation-Base Rate	\$ 19,820	\$ 19,833	\$ (13)	\$ 77,626	\$ 79,332	\$ (1,706)	-2.2%	\$ 238,000
Meter Fees	-	83	(83)	-	332	(332)	-100.0%	1,000
Interest - Investments	206	-	206	344	-	344	n/a	-
<b>Total Revenue / Other Sources</b>	<b>20,026</b>	<b>19,916</b>	<b>110</b>	<b>77,969</b>	<b>79,664</b>	<b>(1,695)</b>	<b>-2.1%</b>	<b>239,000</b>
<b>Expenses</b>								
<b>Administration</b>								
P/R-Board of Supervisors	261	135	(126)	696	540	(156)	-29.0%	1,616
Payroll-Project Manager	492	500	8	2,057	2,000	(57)	-2.9%	6,000
ProfServ-Engineering	-	443	443	-	1,772	1,772	100.0%	5,320
ProfServ-Legal Services	-	417	417	-	1,668	1,668	100.0%	5,000
ProfServ-Mgmt Consulting	196	196	1	782	784	2	0.3%	2,346
Auditing Services	-	-	-	-	900	900	100.0%	1,800
Postage and Freight	-	15	15	-	60	60	100.0%	180
Insurance	8	-	(8)	3,683	3,374	(309)	-9.2%	3,374
Printing and Binding	-	17	17	-	68	68	100.0%	200
Legal Advertising	-	24	24	-	96	96	100.0%	285
Miscellaneous Services	-	46	46	-	184	184	100.0%	557
Office Supplies	-	5	5	-	20	20	100.0%	60
<b>Total Administration</b>	<b>957</b>	<b>1,798</b>	<b>841</b>	<b>7,219</b>	<b>11,466</b>	<b>4,247</b>	<b>37.0%</b>	<b>26,738</b>
<b>Utility Services</b>								
ProfServ-Utility Billing	444	395	(49)	1,703	1,580	(123)	-7.8%	4,738
Electricity - General	56	2,500	2,444	3,265	10,000	6,735	67.4%	30,000
Contracts-Other Services	1,794	2,069	275	8,000	8,276	276	3.3%	24,823
Utility - Water-Usage	2,183	3,667	1,484	6,668	14,668	8,000	54.5%	44,000
Utility-CCU Admin Fee	4	-	(4)	17	-	(17)	n/a	-
R&M-General	-	4,167	4,167	-	16,668	16,668	100.0%	50,000
Misc-Contingency	-	558	558	-	2,232	2,232	100.0%	6,701
Op Supplies - Chemicals	-	667	667	-	2,668	2,668	100.0%	8,000
<b>Total Utility Services</b>	<b>4,480</b>	<b>14,023</b>	<b>9,543</b>	<b>19,652</b>	<b>56,092</b>	<b>36,440</b>	<b>65.0%</b>	<b>168,262</b>
<b>Total Expenses</b>	<b>5,437</b>	<b>15,821</b>	<b>10,384</b>	<b>26,872</b>	<b>67,558</b>	<b>40,686</b>	<b>60.2%</b>	<b>195,000</b>

**Enterprise Fund - Irrigation Services**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Transfers Out</b>								
Reserves - Irrigation System	3,667	3,667	0	14,667	14,668	1	0.0%	44,000
<b>Total Transfers Out</b>	<b>3,667</b>	<b>3,667</b>	<b>0</b>	<b>14,667</b>	<b>14,668</b>	<b>1</b>	<b>0.0%</b>	<b>44,000</b>
<b>Total Expenses &amp; Transfers</b>	<b>9,104</b>	<b>19,488</b>	<b>10,384</b>	<b>41,538</b>	<b>82,226</b>	<b>40,688</b>	<b>49.5%</b>	<b>239,000</b>
Net Profit (Loss)	<u>\$ 10,922</u>	<u>\$ 428</u>	<u>\$ 10,494</u>	<u>\$ 36,431</u>	<u>\$ (2,562)</u>	<u>\$ 38,993</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 January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Transfer In - Water Services	\$ 2,500	\$ 2,500	\$ -	\$ 10,000	\$ 10,000	\$ -	0.0%	\$ 30,000
Transfer In - Sewer Services	25,833	25,833	0	103,333	103,332	1	0.0%	310,000
Transfer In - Irrigation Services	3,667	3,667	(0)	14,667	14,668	(1)	0.0%	44,000
Interest - Investments	5,027	-	5,027	17,967	-	17,967	n/a	-
<b>Total Revenue / Other Sources</b>	<b>37,027</b>	<b>32,000</b>	<b>5,027</b>	<b>145,967</b>	<b>128,000</b>	<b>17,967</b>	<b>14.0%</b>	<b>384,000</b>
<b>Expenses</b>								
<b>Water Services</b>								
Capital Projects	84,905	-	(84,905)	261,206	-	(261,206)	n/a	-
Reserve - Water System	-	2,500	2,500	-	10,000	10,000	100.0%	30,000
<b>Total Water Services</b>	<b>84,905</b>	<b>2,500</b>	<b>(82,405)</b>	<b>261,206</b>	<b>10,000</b>	<b>(251,206)</b>	<b>-2512.1%</b>	<b>30,000</b>
<b>Sewer Services</b>								
Reserve - Sewer System	-	25,833	25,833	-	103,332	103,332	100.0%	310,000
<b>Total Sewer Services</b>	<b>-</b>	<b>25,833</b>	<b>25,833</b>	<b>-</b>	<b>103,332</b>	<b>103,332</b>	<b>100.0%</b>	<b>310,000</b>
<b>Irrigation Services</b>								
Reserves - Irrigation System	-	3,667	3,667	-	14,668	14,668	100.0%	44,000
<b>Total Irrigation Services</b>	<b>-</b>	<b>3,667</b>	<b>3,667</b>	<b>-</b>	<b>14,668</b>	<b>14,668</b>	<b>100.0%</b>	<b>44,000</b>
<b>Total Expenses</b>	<b>84,905</b>	<b>32,000</b>	<b>(52,905)</b>	<b>261,206</b>	<b>128,000</b>	<b>(133,206)</b>	<b>-104.1%</b>	<b>384,000</b>
Net Profit (Loss)	<u>\$ (47,878)</u>	<u>\$ -</u>	<u>\$ (47,878)</u>	(115,239)	-	(115,239)		-
<b>Net Position as of Oct 01, 2022</b>				1,968,100	1,968,100	-		1,968,100
<b>Net Position as of Jan 31, 2023</b>				<u>\$ 1,852,861</u>	<u>\$ 1,968,100</u>	<u>\$ (115,239)</u>		<u>\$ 1,968,100</u>

**Reserve Balances**

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Water Services Reserve	\$375,083	\$10,000	\$2,666	\$261,206	\$126,543
Sewer Services Reserve	\$1,184,102	\$103,333	\$13,397	\$0	\$1,300,832
Irrigation Services Reserve	\$168,248	\$14,667	\$1,903	\$0	\$184,818
Emergency Reserve	\$240,667	\$0	\$0	\$0	\$240,667
<b>Total</b>	<b>\$1,968,100</b>	<b>\$128,000</b>	<b>\$17,967</b>	<b>\$261,206</b>	<b>\$1,852,860</b>

**Riverwood Community Development District**

*Financial Statements*

**Shared Services**

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

For the Period Ending January 31, 2023

(33.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>ALLOCATIONS</b>								
<b>Total Payroll - Board</b>	\$ 2,584	\$ 1,335	\$ (1,249)	\$ 6,890	\$ 5,340	\$ (1,550)	-29.0%	\$ 16,000
Allocated to GF (Activity Ctr)	(323)	(167)	156	(862)	(668)	194	-29.0%	(2,000)
Allocated to Water	(444)	(229)	215	(1,183)	(916)	267	-29.2%	(2,745)
Allocated to Sewer	(1,122)	(579)	543	(2,992)	(2,316)	676	-29.2%	(6,943)
Allocated to Irrigation	(261)	(135)	126	(696)	(540)	156	-29.0%	(1,616)
<b>Balance in General Fund (Admin)</b>	<b>434</b>	<b>225</b>	<b>(209)</b>	<b>1,156</b>	<b>900</b>	<b>(256)</b>	<b>-28.5%</b>	<b>2,696</b>
<b>Total Payroll - Salaries</b>	\$ 35,282	\$ 36,144	\$ 862	\$ 133,862	\$ 144,576	\$ 10,714	7.4%	\$ 433,719
Allocated to GF (Activity Ctr Salaries)	(2,075)	(2,055)	20	(8,400)	(8,220)	180	-2.2%	(24,656)
Allocated to GF (Activity Ctr Maint.)	(1,272)	(1,449)	(177)	(4,891)	(5,796)	(905)	15.6%	(17,391)
Allocated to GF (Env. Srv. Gatehouse)	(21,208)	(20,467)	740	(77,657)	(81,870)	(4,213)	5.1%	(245,609)
Allocated J. Mercer to Water	(1,715)	(1,667)	48	(6,997)	(6,668)	329	-4.9%	(20,000)
Allocated J. Mercer to Sewer	(2,207)	(2,167)	40	(9,054)	(8,668)	386	-4.5%	(26,000)
Allocated J. Mercer to Irrigation	(492)	(500)	(8)	(2,057)	(2,000)	57	-2.9%	(6,000)
Allocated to Beach Club- Attendants	(4,642)	(6,195)	(1,553)	(18,323)	(24,780)	(6,457)	26.1%	(74,339)
<b>Balance in General Fund (Admin)</b>	<b>1,671</b>	<b>1,644</b>	<b>(28)</b>	<b>6,482</b>	<b>6,574</b>	<b>92</b>	<b>1.4%</b>	<b>19,724</b>
<b>Total Inframark Contract</b>	9,773	9,773	(0)	39,092	39,092	(0)	0.0%	117,277
Allocated to Beach Club	(429)	(429)	0	(1,717)	(1,716)	1	0.0%	(5,150)
Allocated to Water	(456)	(456)	0	(1,825)	(1,824)	1	0.0%	(5,474)
Allocated to Sewer	(1,989)	(1,989)	0	(7,957)	(7,956)	1	0.0%	(23,870)
Allocated to Irrigation	(196)	(196)	(1)	(782)	(784)	(2)	0.3%	(2,346)
<b>Balance in General Fund (Admin)</b>	<b>6,703</b>	<b>6,703</b>	<b>-</b>	<b>26,812</b>	<b>26,812</b>	<b>-</b>	<b>0.0%</b>	<b>80,437</b>
<b>Total Insurance Expense</b>	300	-	(300)	137,666	126,098	(11,568)	-9.2%	126,101
Allocated to GF (Activity Ctr)	(76)	-	76	(35,047)	(32,100)	2,947	-9.2%	(32,103)
Allocated to Beach Club	(42)	-	42	(19,100)	(17,495)	1,605	-9.2%	(17,495)
Allocated to Water	(18)	-	18	(8,069)	(7,391)	678	-9.2%	(7,391)
Allocated to Sewer	(107)	-	107	(49,156)	(45,026)	4,130	-9.2%	(45,026)
Allocated to Irrigation	(8)	-	8	(3,683)	(3,374)	309	-9.2%	(3,374)
<b>Balance in General Fund (Admin)</b>	<b>49</b>	<b>-</b>	<b>(49)</b>	<b>22,612</b>	<b>20,712</b>	<b>(1,900)</b>	<b>-9.2%</b>	<b>20,712</b>

# **Sixth Order of Business**

# RIVERWOOD CDD

January Monthly Client Report

February 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
Lift Station #13 PLC failed		

## Operations

- **Compliance**

All Wastewater Plant requirements were met.

- Inspection by Florida Department of Environmental Protection performed, received report.

All Water distribution requirements were met.

- **Reuse Pump Station Status:**

Station is currently running with one filter in auto; the second filter is waiting on parts.

- **Performance metrics:**

Wastewater Treatment Plant

- 4.995 million gals of wastewater received in January

Water Treatment

- 6.369 million gals of water metered at Riseley Ave between 12/21/22-1/25/23
- 6.293 million gals of water billed from CCU between 12/21/22-1/25/23
- 1.726 million gals of water metered at Proude St. between 12/21/22-1/25/23
- 1.751 million gals of water billed from CCU between 12/21/22-1/25/23

Reuse

- Received from Charlotte County Utilities 5.4 million gals of reuse
- 4.239 million gals of reuse produced by Riverwood discharged into the pond

<b>Performance Metrics</b>	<b>Current Month January</b>	<b>Prior Month December</b>
Wastewater treated	4,995,000	4,166,000
Sludge produced and disposed	48,000	48,000
Reclaimed Water Produced (irrigation)	18,536,000	11,696,000
Number of line breaks	0	0
Hydrants flushed	19	19
Valves Exercised	10	10
Meters Read	1134	1134
<b>Consumables</b>	<b>Current Month</b>	<b>Prior Month</b>
Chlorine Usage - WWTP	815	2,850
Chlorine Usage – Irrigation	403	400

## Maintenance and Repair

- Corrective Maintenance:
  - New cover for blowers has been ordered-90 day lead time
  - Ordered cover for bar screen

### Preventive Maintenance

- Inspected all pump stations weekly
- Monthly blower checks
- Flushed water at sample locations
- Odor control weekly checks performed
- Plant generator inspections completed
- Greased all pumps and motors
- Decreased flushing

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

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

## Health & Safety

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

## Personnel

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

## Community Involvement

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

## Hydroguard Flushing Update

<b>Location</b>	<b># times Flushed</b>	<b>Gallons Flushed January</b>	<b>Gallons Flushed December</b>
S. Silver Lakes CT	31	142,900	154,900
N.Silver Lake CT	31	351,900	314,900
Club Drive	31	172,800	147,900
Scrub Jay CT.	31	146,200	141,600
Creekside Lane	31	700	700
North Marsh Dr.	31	165,800	599,542
Mill Creek	31	668,200	376,500
Presrve Ct.	31	407,300	446,700
<b>Total Flushed</b>		2,055,800	2,182,742

DAYS	CCU Drinking Water Meter #0011845095	Flow Mgd	Meter Reading High	Flow Mdg	Meter Reading Low	Flow Mgd	January 2023				
							Remote CI2	Riesley CI2	Proude CI2	Riesley PSI	Proude PSI
	Riesley Ave.		Proude St.				Proude St.				
1		815.236		10.744		2.722					
2	815236	0.222	10743613	0.021	2722175	0.007	2.1	3	2.9	60	60
3	1037269	0.197	10764215	0.015	2729662	0.011	2.5	3.6	3.2	50	60
4	1234721	0.201	10779388	0.025	2740827	0.007	3.9	4.5	4.1	52	64
5	1436021	0.177	10803896	0.025	2748085	0.008	3.2	4.4	4.2	58	70
6	1613231	0.638	10828476	0.059	2756267	0.029	3.7	4.5	4.3	54	64
7		0.000		0.000		0.000					
8		0.000		0.000		0.000					
9	2251499	0.216	10887853	0.022	2785527	0.009	3.8	4.1	3.8	52	64
10	2467208	0.229	10909482	0.025	2794261	0.010	3.9	4.4	4.2	56	68
11	2696541	0.217	10934286	0.024	2804396	0.009	3.1	3.3	3.3	52	64
12	2913856	0.211	10958675	0.007	2813155	0.010	3.5	3.8	3.7	54	64
13	3124396	0.615	10965924	0.035	2823336	0.024	3.3	3.7	3.5	52	64
14		0.000		0.000		0.000					
15		0.000		0.000		0.000					
16	3739676	0.270	11000969	0.024	2847048	0.008	3.6	4	3.9	60	72
17	4009318	0.216	11025308	0.021	2855124	0.012	2.8	3.2	3	56	68
18	4225639	0.206	11046641	0.017	2867421	0.014	3.2	3.2	3.1	50	64
19	4431824	0.233	11063177	0.016	2881487	0.012	3.1	3.2	3.1	46	62
20	4664435	0.536	11079433	0.128	2893258	0.032	3.2	3.4	3.2	58	80
21		0.000		0.000		0.000					
22		0.000		0.000		0.000					
23	5200005	0.193	11207401	0.042	2925542	0.012	3.2	3.4	3.2	52	66
24	5393068	0.187	11249640	0.040	2937103	0.015	3.6	3.6	3.6	48	62
25	5580081	0.194	11289465	0.040	2951607	0.013	3.5	3.6	3.6	48	66
26	5773814	0.193	11329290	0.038	2964287	0.017	3.4	3.7	3.6	50	62
27	5966518	0.538	11367295	0.036	2981207	0.037	3.5	3.8	3.5	56	70
28		0.000		0.000		0.000					
29		0.000		0.000		0.000					
30	6504992	0.204	11403303	0.018	3018251	0.020	3.6	4	3.6	54	68
31	6709425	0.136	11420834	0.010	3038418	0.011	3.3	3.8	3.7	52	74
	AVERAGE	26.492		0.369		0.098	3.3	3.7	3.6	53.2	66.2
	TOTAL FLOW	821.130		11.421		3.038	Total Flow	835.589			
	MAX	815.236		10.744		2.722	3.9	4.5		60	
	MIN	0.000		0		0	2.1	3		46	



## **TENTH ORDER OF BUSINESS**

**10A**

## RIVERWOOD ACTIVITY CENTER AGREEMENT

This Riverwood Activity Center Agreement (the “Agreement”) is entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes, (the “District”) and the RIVERWOOD COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the “Association”).

### BACKGROUND

A. The District owns the Riverwood Activity Center, which contains indoor and outdoor cultural and recreational amenities, including meeting rooms, office space, fitness facilities, tennis and croquet courts, a swimming pool, dog park, etc.

B. Throughout the recent history of Riverwood, the Association has maintained office space within the Activity Center in order for the Association to provide recreational, cultural and administrative services to the community, most recently pursuant to that Community Development District Systems and Facilities Operations, Landscape Maintenance and Activity Center Agreement between the parties dated November 3, 2021 (the “Maintenance Agreement”).

C. The Maintenance Agreement was terminated, effective March 1, 2023, but the parties now wish to memorialize in a separate, stand-alone agreement the rights and obligations of the parties related to the Association’s occupancy of the Activity Center and provision of community services.

### AGREEMENT

NOW THEREFORE, for good and valuable consideration including the mutual covenants and obligations contained herein, the parties do hereby agree as follows:

1. Occupancy of the Activity Center

The Association shall have the right to occupy space in the Activity Center, subject to the provisions contained herein, and shall have access to the Activity Center and other District property to the extent necessary to carry out its obligations. The District shall have to right to designate office space within the Activity Center for use by the Association, based upon needs and availability. The District may modify or re-designate the office space assigned to the Association at any time following reasonable notice to the Association.

2. Provision of Community Services

During the term of this Agreement the Association shall be responsible for the provision and administration of recreational and cultural activities and events for residents and members of the community. These duties shall include the scheduling, set up and take down for all meetings, cultural and recreational activities at the Activity Center. The Association shall also provide for the daily maintenance of the individual sport courts at the Activity Center (tennis, bocce, pickleball

and croquet), and shall provide the District with a monthly report as to such maintenance activities and any other issues affecting the use or maintenance of such facilities.

The Association shall provide for staffing as necessary to provide the services described herein and shall cooperate with and assist the District in the enforcement of the applicable rules and regulations of the District. In conjunction with its administration of activities at the Activity Center, the Association shall collect the applicable user fees for such activities, as may adopted by the District from time to time and codified in the District's Rules. The Association shall keep an accounting of such user fees collected and shall remit the sum of such fees collected to the District on a quarterly basis.

### 3. Community Infrastructure

Except as specifically provided in this Agreement, each party shall be responsible for the maintenance, operation, repair and replacement of property, facilities and infrastructure owned or controlled by the respective party.

### 4. Term of Agreement

Unless terminated in accordance with its terms, this Agreement shall commence upon the Effective Date and shall remain in effect for a period of three (3) years. The Agreement shall thereafter be automatically renewed for periods of two (2) years unless otherwise terminated as provided herein. This Agreement may be terminated without cause by either party upon ninety (90) days written notice to the other party.

### 5. Insurance

The Association shall procure at its expense and maintain throughout the term of this Agreement, comprehensive liability insurance policies acceptable to the District, and shall include the District as an additional insured on all such policies. The District shall procure at its expense and maintain throughout the term of this Agreement, comprehensive liability insurance policies acceptable to the Association, and shall include the Association as an additional insured on all such policies. The parties agree that the insurance policies currently maintained by the respective parties are acceptable to the other party.

### 6. Independent Contractor Status

It is the intention of the parties hereto that the relationship created by this Agreement is one of independent contractor and contractee, and this Agreement shall not create any other relationship between the parties. Unless specifically provided herein, the Association shall not hereby acquire any authority to bind or otherwise obligate the District in any capacity.

### 7. Public Records

Pursuant to the requirements of §119.0701, Florida Statutes, and to the extent deemed applicable under Florida law, the Association shall comply with the requirements of Florida's Public Records laws, specifically including the following:

- A. The Association shall keep and maintain public records required by the District in order to perform the service;
- B. Upon request from the District, the Association shall provide the District 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. The Association 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 Association does not transfer the records to the District;
- D. The Association shall upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Association or keep and maintain public records required by the Association to perform the service. If the Association transfers all public records to the District upon completion of the contract, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Association keeps and maintains public records upon the completion of the contract, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District’s custodian of public records, in a format that is compatible with the information technology systems of the District; and
- E. The Association 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 THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE ASSOCIATION SHOULD CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, AT (954) 603-0033; 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071; Sandra.Demarco@inframark.com**

8. 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 Association hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Association 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 Agreement. The Association 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 Agreement. If the Association has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement below.

“DISTRICT”

Riverwood Community Development District

Attest:  
By: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Spillane  
Chair, Board of Supervisors

“ASSOCIATION”

Riverwood Community Association, Inc.

Witness:  
By: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, as President

**10B**



January 24, 2023

Via email to [srudacille@blalockwalters.com](mailto:srudacille@blalockwalters.com)

Scott E. Rudacille, Esq.  
Blalock Walters, Attorneys at Law  
802 11th Street West  
Bradenton, FL 34205

Re: Riverwood Community Association, Inc. – Termination of Maintenance Agreement

Dear Scott:

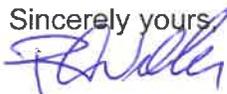
I have received the proposed Agreement you sent last week and forwarded it to the RCA Board. I have reviewed it and have the following concerns:

- CDD provision to re-designate office space anytime
- Landscape, there is some mixed property ownership in south Riverwood
- Irrigation controllers are interconnected
- There is no explicit breakout of responsibilities covering the sports courts
- Lack of legal boiler plate terms protecting both parties
- Need to have a specific effective date to avoid disputes about the term of the contract

Therefore, enclosed please find a copy of the revised draft provided by the CDD on January 12<sup>th</sup>. The RCA will be considering this version at their Board meeting on January 25<sup>th</sup>.

In your letter of January 19<sup>th</sup> you propose that the RCA transfer a sum equal to the remaining contractual obligations. Since the RCA collects the money quarterly and is under a fiduciary responsibility to the homeowners, transfer of these contracts to the CDD will no longer allow the RCA to manage them. Unless and until the RCA approves, there will be no transfer of funds to the CDD.

The RCA is preparing for the termination of the Pool, croquet court, and Activity Campus Cleaning contracts effective March 1, and the RCA is voting on sending these notices on January 27<sup>th</sup>. The RCA has met with BrightView and is fully prepared to modify the scope of work removing the CDD common area effective March 1<sup>st</sup>. Should the CDD need to extend the current MOU for them to take on their obligations, the RCA is open to modification of the MOU termination date of March 1<sup>st</sup>.

Sincerely yours,  


Richard A. Weller, Firm Principal  
Email: [rweller@najmythompson.com](mailto:rweller@najmythompson.com)

Enclosure  
cc: Riverwood Community Association, Inc.

Experience You Can Trust

**BRADENTON**  
1401 8th Avenue West  
Bradenton, FL 34205

+ (941) 748-2216 **PHONE**  
+ (941) 748-2218 **FAX**  
+ [INFO@NAJMYTHOMPSON.COM](mailto:INFO@NAJMYTHOMPSON.COM)

BRADENTON	<b>941.748.2216</b>
LAKEWOOD RANCH	<b>941.907.3999</b>
SARASOTA	<b>941.907.3999</b>
NEW YORK	<b>212.220.6616</b>

**COMMUNITY DEVELOPMENT DISTRICT SYSTEMS AND  
FACILITIES OPERATIONS, LANDSCAPE MAINTENANCE  
AND ACTIVITY CENTER AGREEMENTS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the provisions effective as of the 1st day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the **RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT** (~~RCDDB~~), an independent special district established pursuant to Chapter 190, Florida Statutes (the "~~Distriet~~**District**"), and the **RIVERWOOD COMMUNITY ASSOCIATION, INC.** (~~RCA~~), a Florida not-for-profit corporation (the "~~Association~~**Association**").

**TERM OF AGREEMENT**

Unless terminated in accordance with its terms, this Agreement shall commence upon the Effective Date and shall remain in effect for so long as the Association maintains an active contract with a landscape maintenance company as described herein. The Association shall not enter into any agreement or contract, other than the landscape agreement, with any vendors or anyone else relative to the carrying out any of its responsibilities under this Agreement that would extend beyond the term of this Agreement, unless otherwise agreed by the District in writing. This Agreement may be terminated without cause by either party upon ninety (90) days written notice to the other party.

This agreement shall terminate and replace the following previous Agreements between the parties:

1. MOU – Simple Facilities Maintenance Agreement (CDD RCA) Rev 10.18.21

**BACKGROUND**

**A.** The District is a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and was created by an ordinance enacted by Board of County Commissioners of Charlotte County, Florida effective as of October 29, 1991.

**B.** The District has the authority to and has exercised powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge, extend, and equip, certain systems and facilities for roads, water management, street-lights, preserve/environmental areas, lakes, security and parks and recreational facilities in the Riverwood community (the "Facilities"). The Association owns certain common property, including but not limited to lakes, roadways, and preserve/environmental areas in the community.

**C.** The Association was established to carry out and fulfill all of its obligations set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Riverwood, recorded in Official Records Book 1227, Page 1371; as amended, modified and supplemented from time to time (collectively, the "Declaration"), encumbering the Riverwood Development.

**D.** For a period of time during the development of Riverwood, certain roads, lakes, and preserve areas were dedicated and/or conveyed to the District. At some point during the development of the community, the developer (or successor developer) began to convey certain infrastructure consisting of developed roads, lakes, and preserve areas to the Association. As a result, portions of the property and infrastructure are owned or controlled by the District, and other portions of the properties and infrastructure are owned or controlled by the Association.

Section 6.3 of the Declaration provides the Association with the authority to maintain District property through agreements between the District and the Association. The parties have determined that it can be beneficial for the Association and/or the District to perform certain categories of maintenance functions throughout the entire community, in order to provide consistency, and to reduce or eliminate redundant or inefficient performance of ~~–maintenance –or –other –services –on such parcels~~. The Association and the District have determined that the maintenance by the Association of certain Facilities owned by the District and the resulting combination of administrative overhead, staffing, bookkeeping, expenses and collection of assessments should result in a cost savings to the Members (as defined in the Declaration) of the Association, all of who are subject also to the assessments levied by the District. Association responsibility shall be limited to the obligations described herein, or as this Agreement may be amended by agreement of the parties from time to time.

E. For ease of administration, potential cost savings, and the benefits of full time on-site operation and maintenance purposes, the District desires, upon the terms and conditions stated herein, to enter into this Agreement with the Association regarding the operation and maintenance of certain Facilities to the extent further described herein.

F. The District owns the Riverwood Activity Campus, which contains indoor and outdoor cultural and recreational amenities, including meeting rooms, office space, fitness facilities, tennis and croquet courts, a swimming pool, dog park, pickle ball courts, etc.

G. Throughout the recent history of Riverwood, the Riverwood Community Association (~~RCA Association~~) has maintained office space within the Administration Building in order for the ~~RCA Association~~ to provide recreational, cultural and administrative services to the community. A lease with consideration will be provided to the Association for office space in the Administration Building separate and apart from this Agreement.

H. The District and ~~RCA Association~~ desire to formalize in writing their agreement for the purpose of the Riverwood Community Development District Systems and Facilities Operations, Landscape Maintenance and Activity Center Agreements.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the ~~RCA Association~~ agree as follows:

**A. Recitals**

The above recitals are true and correct and incorporated by reference herein.

**B. Representations and Warranties**

**(1) Representations and Warranties by the Association**

(a) The Association has the right and power to maintain and operate certain Facilities, as provided in this Agreement, pursuant to the Articles of ~~Incorporation~~ and By-laws of the Association and the Declaration.

(b) The Association has full power and authority to execute, ~~deliver~~, and carry out the terms and provisions of this Agreement; and has taken all necessary corporate action to authorize the

execution and delivery of this Agreement.

(c) The Association is a not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Florida.

**(2) Representations and Warranties by the District**

(a) The District has full power and authority to execute, deliver, and carry out the terms and provisions of this Agreement, and has taken all necessary board and other action to authorize the execution and delivery of this Agreement.

(b) The District is a special purpose district duly organized and validly existing under the laws of the State of Florida.

(c) To the actual knowledge of the District, the Facilities have been constructed and installed in compliance with all governmental laws, ordinances, codes, regulations, rules, permits and orders ("Laws"). The District has not received any written or oral notification from any governmental authority that the Facilities are in violation of any Laws applicable thereto.

**C. Maintenance of District Facilities and Association Common Property**

The Parties have agreed to designate certain service responsibilities as categorized below and attached "Exhibit 2 TBD" (collectively the "Services").

**(1) Landscaping Services**

The Association shall provide for the maintenance of all grassed and landscaped areas owned by the Association. The District shall provide for the maintenance of all grassed and landscaped areas owned by the District.

The landscape contract maintained by the Association should not cover any emergency response and cleanup clause covering ~~CDD-District~~ roadways and Common Grounds. The ~~CDD-District~~ will contract for emergency services directly to allow for the potential recovery from FEMA.

The Associations shall amend its emergency storm services agreement to cover Association roadways and Common Grounds only. Immediately following a storm requiring emergency services, the District will first clear its main roadways (Riverwood Drive from the Gate House to Sawgrass and Club Drive from Riverwood Drive to Myakka Point), so that Association emergency services can gain access to Association roadways for clearing and clean-up.

**(2) Irrigation Services**

The Association shall provide for the routine operation and maintenance of the surface elements of the irrigation system, including surface feeder lines, spray heads, and zone valves on ~~RCA~~ all the Association Common Grounds. This maintenance will be accomplished through the landscape contract for the community. The District shall provide for the routine operation and maintenance of the surface elements of the irrigation system for all CDD Common Grounds.

The District shall provide for the maintenance of the irrigation effluent pond and the distribution pumps supplying irrigation water to the entire community. The District will also be responsible for the transmission lines from the effluent pond to the aforementioned irrigation meter, control valve or

residence curb.

## **D. Recreational Facilities**

### **(1) Riverwood Activity Center**

1. The Association shall have the right to occupy the Administrative Building with office space assigned by the District. Space will be allocated based on the individual Board's needs and the space available.
2. The Association shall be responsible for the provision and administration of recreational and cultural activities and events for residents in the community.
3. The Association will be responsible for any scheduling, preparation or cleanup of Association board, member, and committee meetings, cultural and recreational activities at the Activity Center. This shall include set up and take down of meeting spaces.
4. The ~~Association~~ shall keep an accounting of user fees collected in accordance with the District's User Facility Fees as established in the District Rules and Regulations and if paid to the Association, they shall be reimbursed to the District on a quarterly basis. Whenever applicable, the fees should be paid directly to the District. Examples of the user fees are:
  - ~~(1)~~ ~~Non-resident all-campus access full fee payers~~
  - ~~(2)~~ ~~Non-resident tennis and croquet players~~
  - ~~(3)~~(1) Facility fees for Activity Center room(s)
  - ~~(4)~~(2) Facility fees for Campus Canopy area
  - ~~(5)~~(3) Facility fees for Campus Tiki Bar
5. The District shall be responsible for all general maintenance and repairs of the Campus properties owned by the District.
6. The District shall be responsible for the Access Control function for the community main gates.
7. The District shall be responsible for the maintenance of the membership lists and annual fees collection for the controlled access amenities – Beach Club, RV Park, Dog Park.
8. The District shall be responsible for the maintenance of all District owned property – which includes the contracts for interior cleaning of the campus buildings and the contracts for the cleaning of the pool/spa.
9. The ~~District Association~~ shall be responsible for ~~the-any~~ maintenance contract for the croquet, ~~-Bocce and Pickle Ball courts-~~ (reference can be made to the Sports Committee document)
10. The District shall be responsible for the maintenance of the tennis courts infrastructure such as fencing, lighting, benches and net posts. The Association through its staff shall be responsible for maintaining court surfaces (grooming) and equipment such as nets. (reference can be made to the Sports Committee maintenance document).

## **E. Community Infrastructure**

### **(1) Roadways**

Unless otherwise agreed in writing by the parties, each party shall be responsible for the maintenance, repair, and replacement of the roadways, pavement, and rights-of way deeded to the respective party. Any underground infrastructure repair which affects the paving on a roadway, will be the responsibility of the deeded party to repair.

~~It is understood that stewardship of the roadways is an important consideration in the ability of the District to obtain federal assistance in the event of a catastrophic event.~~

### **(2) Surface Water/Storm Water Management Systems**

Unless otherwise agreed in writing by the parties, each party shall be responsible for the maintenance of the portions of the community's surface water management system located on property owned or controlled by the respective party. The surface water system includes road water basins and any pipes below the roadways that connect and carry surface water to their respective ponds. The system also includes the connections between ponds and the eventual drainage to the river. Each organization has state issued permits that recognize ownership and maintenance responsibilities.

### **(3) Utilities Management Systems – potable water lines**

Potable water lines throughout the community up to the individual residence's water meters are the responsibility of the District. The District is responsible for the repair of any waterline leaks or breaks on the District side of the point of delivery.

### **(4) Utilities Management Systems – sewer lines**

Any sewer line that is on a resident's property, referred to as the upper lateral, is the responsibility of the homeowner. These are the sewer lines that run from the house to the curb, where they are connected to the lower laterals.

All other sewer lines that run along the roadways, the lift stations that move effluent and sewer plant are the responsibility of the District.

### **(5) Other utilities – Electrical, cable, telephone**

Other underground utilities – electrical, cable and telephone lines – are not the responsibility of either the ~~RCA Association~~ or ~~CDDDistrict~~. They are responsibility of the respective utility to repair and restore according to their policies.

### **(6) Preserve/Environmental Areas**

Unless otherwise agreed in writing by the parties, each party shall be responsible for the inspection, monitoring, and maintenance of preservation areas on property owned or controlled by the respective party, adhering to the requirements of their respective permits.

### **(7) Signage and Lighting**

The Association shall be responsible for the inspection, cleaning, routine maintenance and replacement of neighborhood entryway monument signage, support structure and lighting repairs. Neighborhoods shall be responsible for any requested upgraded costs for lighting improvement. The Neighborhoods are also responsible for the utility costs of the signage lighting.

### **(8) Addition of Facilities**

As additional property within the jurisdictional boundaries of the District in the Riverwood development are developed, the parties intend that the Services will be provided in accordance with the obligations set forth in this Agreement and as agreed to by both parties.

## **F. Consideration**

The Association is a not-for-profit corporation responsible for the maintenance of the common property and facilities owned by the Association for the use and/or benefit of its Members (as defined in the Declaration). The Association assesses each of its Members, as provided in the Declaration, to pay for all of the costs of the Association. The District also has the right and authority to levy assessments for payment by the property owners to pay the costs of the District. By providing the Services, it is the intent of the District and the Association that this Agreement will allow the parties to take advantage of potential cost savings, including the elimination or reduction of certain additional overhead costs by the parties. The consideration for this agreement is contained in the mutual promises and obligations to perform the designated Services herein and incur the related costs and expenses, as well as the provision of the designated office space at no cost to the Association. The parties agree that the consideration provided in this Agreement is adequate.

## **G. Indemnification**

### **(1) Indemnification by the Association**

The Association shall indemnify the District against, hold the District harmless from, and reimburse the District for (collectively, "Indemnify") any and all loss, liability, damage, claim, demand, cost, cause of action, suit, or expense, including without limitation, reasonable attorneys' fees and court costs (collectively, "Liability"), only to the extent such claims are found to be caused by the Association or the Association's officers, directors, members, agents, employees, contractors or subcontractors in the performance of services under this Agreement, arising out of or in connection with: (i) any breach of or default under this Agreement by the Association; and (ii) any failure by Association to properly perform the duties of the Association provided for herein. Provided, however, the Association shall not be liable to or indemnify the District for good faith mistakes of judgment.

### **(2) Indemnification by the District**

Subject to the limitations of §768.28, Florida Statutes, the District shall indemnify the Association against any and all Liability of the Association arising out of or in connection with any breach of or default under this Agreement by the District. This indemnification shall not be deemed a waiver of the District's sovereign immunity.

**(3) Insurance**

The Association shall procure at its expense and at all times include the District as an additional insured on comprehensive liability insurance policies to cover the operation and maintenance responsibilities set forth in this Agreement. The insurance policy currently maintained by the Association is deemed acceptable to the District. The parties agree that the insurance policies currently maintained by the respective parties are acceptable to the other party.

**H. Notices**

Any notice or other communication permitted or required to be given hereby by one party to the other shall be in writing and shall be either (i) hand delivered, or (ii) sent by e-mail with the original to be sent by regular U.S. mail on the same date, or (iii) sent by a reputable private courier service (e.g. FedEx, UPS-, etc.), or (iv) mailed by registered or certified United States Mail, postage prepaid, return receipt requested, to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party, to wit:

To the District:

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT  
 [insert email address for notice]  
 4250 Riverwood Drive  
 Port Charlotte, FL 33953  
 Attention: District Facilities Manager

To the Association:

RIVERWOOD COMMUNITY ASSOCIATION, INC.  
 [insert email address for notice]  
 4250 Riverwood Drive  
 Port Charlotte, FL 33953  
 Attention: RCA-Association Manager

**I. Captions and Paragraph Headings**

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

**J. Execution: Effective Date**

To facilitate execution, the parties hereto agree that this Agreement may be executed and emailed to the other party and that the executed email shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required or desired by the parties. All counterparts shall collectively constitute a single agreement. The Effective Date of this Agreement shall be the date and year written above.

**K. Assignability**

The parties, in their sole discretion, shall have the right to enter into agreements with third parties for provision of some or all of the Services by such third parties, provided that the parties shall remain liable for all of their obligations under this Agreement. Except as otherwise provided in the preceding sentence, this Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be granted or withheld in such party's sole and

absolute discretion.

#### **L. Severability**

If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

#### **M. Integrated Contract, Waiver and Modification**

This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral, and specifically, this Agreement supersedes and replaces any past understanding or agreement. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by both the Association and the District. By approval of this Agreement, the Boards of the District and Association hereby authorize their chairman and president, respectively, or their designees, to: (i) execute amendments and modifications to this Agreement relating to changes to the terms hereof and corrections or clarifications to the terms and provisions of the Agreement, so long as such changes, corrections or clarifications will not materially adversely change the material terms of the Agreement and (ii) to execute on behalf of the District and Association, such notices, waivers or other documents or instruments as may be required or needed to effectuate the terms of this Agreement.

#### **N. Construction of Agreement**

This Agreement has been negotiated and prepared by the respective parties hereto, and the language of this Agreement shall not be construed for or against any party based simply upon the argument or claim that such party was responsible for the drafting of any term, condition or provisions of this Agreement. Whenever the context of this Agreement appears appropriate, each term of this Agreement in either the singular or plural shall include both, and pronouns stated in any gender shall include the masculine, the feminine, and the neuter, as appropriate.

#### **O. Independent Contractor Status**

It is the intention of the parties hereto that the relationship created by this Agreement is one of independent contractor and contractee, and this Agreement shall not create any other relationship between the parties. Unless specifically provided herein, the Association shall not hereby acquire any authority to bind or otherwise obligate the District in any capacity.

#### **P. No Third-Party Beneficiary**

No creditor or other third-party having dealings with either the District or the Association shall have the right to enforce or pursue any of the rights, obligations or remedies hereunder, at law or in equity. The provisions of this Agreement shall be solely for the benefit of, and may be enforced solely by, the parties hereto and their respective successors and assigns. None of the rights or obligations of the parties herein set forth shall be deemed an asset of either party for any purpose

by any creditor or other third party, nor may such rights or obligations be sold, transferred or assigned by the parties or pledged or encumbered by the parties to secure any debt or other obligation of the parties.

**Q. Public Records**

To the extent applicable, the RCA-Association shall comply with the requirements of Florida’s Public Records laws, specifically including the following:

- A. RCA-Association shall keep and maintain public records that ordinarily and necessarily would be required to perform the services described in this Agreement.
- B. RCA-Association shall provide the public with access to public records on the same terms and conditions as specified in the District’s lawfully enacted Rules and policies, or as otherwise provided by law, and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. RCA-Association shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. RCA-Association shall meet all requirements for retaining public records, and shall, upon termination of the Agreement, transfer at no cost to the District all public records in the possession of the RCA and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements.

~~E. All records pertinent to the District and stored electronically shall be provided by RCA the Association to the District in the following a-formats: Excel, Word and PDF, that is compatible with the District’s information technology systems.~~

~~E.~~

IF THE RCA-ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RCA’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AssociationRCA SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS, SANDRA DEMARCO, AT (954) 603-0033; 210 NORTH UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FLORIDA 33071; Sandra.Demarco@inframark.com.

**R. 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 RCA Association hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The RCA-Association 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 RCA-Association 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 RCA-Associatioin 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement below.

Attest:

Riverwood Community Development District

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
\_\_\_\_\_  
Chair, Board of Supervisors  
Date: \_\_\_\_\_

Witness:

Riverwood Community Association

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

By: \_\_\_\_\_  
\_\_\_\_\_  
President  
Date: \_\_\_\_\_

**10Ci**



## LANDSCAPE SERVICES AGREEMENT

**Date:** October 15, 2021

**BrightView:** BrightView Landscape Services, Inc.

**Client:** Riverwood Community Association

**Contract Start Date:** January 1, 2022

**Contract End Date:** December 31, 2026

**Service Fee\*:** \$1,952,457.00

\*Plus sales tax where applicable

THIS LANDSCAPE SERVICES AGREEMENT (this "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

### 1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

2. **Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an

"Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at least 30 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term."

3. **Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").
4. **Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.
5. **Cooperation.**
  - (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.

- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

**6. Service Fee.**

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Recurring Service Fee set forth in the Attached Exhibit G .
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) and (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.

(d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of the Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the Service Provider had the terminated Agreement

continued uninterrupted until the end of its then current term.

- (e) Payment schedule is specified under Exhibit G for each year of the contract. Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/ Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

**7. Termination.**

(a) Either BrightView or Client may terminate this Agreement without cause upon 30 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc.

(b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Clients' responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client.

(c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy

is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

#### 8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Florida will govern this Agreement, except with regard to its conflicts of laws doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.
- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further, BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

(j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one of the Parties, or other delays or failure of

performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

**Notices.** Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

**If to BrightView:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**

Attn: Office of the General Counsel  
980 Jolly Road, Suite 300  
Blue Bell, PA 19422

**If to Client:**

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_ Riverwood Community Association  
4250 Riverwood Drive  
Port Charlotte, FL 33953

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

**BRIGHTVIEW (as defined in the preamble)**

By: Michael Dozier  
Name: Michael Dozier  
Title: Division President  
Date: 11/5/2021

**CLIENT Riverwood Community Association (RCA)**

By: [Signature]  
Name: Ruth Mosca  
Title: RCA President  
Date: 11/4/2021

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at [https://www.brightview.com/sites/default/files/bv\\_code\\_of\\_conduct.pdf](https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf) keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at [www.brightviewconcerns.com](http://www.brightviewconcerns.com); or
  - Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330.
- Thank you for your confidence in partnering with BrightView.

This document is incorporated into the Landscape Services Agreement by this reference upon execution by Client and Service Provider. In the event multiple Statements of Work or Work Orders are attached to this Services Agreement as provided herein, each such Statement of Work or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Riverwood Community Association	Landscape Site Location:	4250 Riverwood Drive Port Charlotte Florida 33953
Client Business Name:	Riverwood Community Association	Client Contact Name:	Frank Anastasi
Client Contact Telephone:	941-764-6663	Client Contact Email:	riverwoodmanager@comcast.net
Billing Business Name:	Riverwood Community Association	Billing Contact Name:	Frank Anastasi
Billing Contact Telephone:	941-764-6663	Billing Contact Address:	4250 Riverwood Drive Port Charlotte Florida 33953
BrightView Contact Name:	Christain Ibarra/Kevin Brubaker	BrightView Contact Telephone:	941-650-4735/650-0561

Note: If this Agreement applies to multiple sites, then check here and attach a list of the sites with this information and pricing.

**Table A: Recurring Service Fee:**

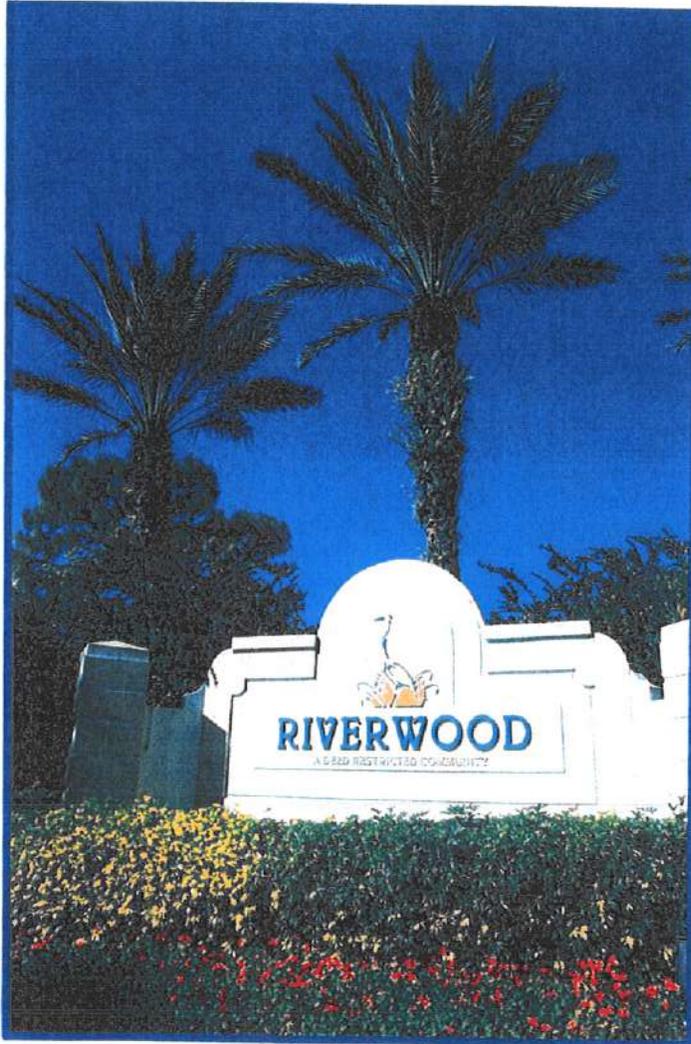
Total Recurring Service Fee
Please see attached Schedule G

Client shall pay the Recurring Service Fee to BrightView through monthly payments. Excluding Pro-rated Recurring Service Fees which will be billed monthly in accordance with above, the Recurring Service Fee shall be payable in 12 equal monthly installments, beginning in the month of **January** (the "Monthly Installment Plan"). Monthly invoices will be dated the 1<sup>st</sup> of each month for which service is to be performed, and payments are due no later than the 15th calendar day of the month.

**Scope of Landscape Services**

**Description of Services (attach diagrams if necessary):**

Click here to enter text.



# LANDSCAPE MAINTENANCE

## SCOPE OF WORK

Riverwood Community Association  
4250 Riverwood Drive  
Port Charlotte, FL 33953

REVISED July 19, 2021  
RCA BOARD APPROVED July 28, 2021

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# Riverwood Community Association

## Scope of Work for Landscape Maintenance

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July 28, 2021

Ruth Mosca, President  
 Riverwood Community Association  
 4250 Riverwood Drive  
 Port Charlotte, FL 33953

### LANDSCAPING MAINTENANCE

The Board of Directors for the Riverwood Community Association (RCA) desires to solicit a priced proposal from you to perform landscaping maintenance services on the common properties and designated residential neighborhoods for the 5-year period commencing January 1, 2022 thru December 31, 2026. Proposals must be submitted no later than close of business on September 1, 2021.

### COMMUNITY DESCRIPTION

Riverwood is an approximately 1300-acre deed restricted and gated residential community in Charlotte County situated along the Myakka River and SR 776. Riverwood encompasses a serene beauty of nature preserves, ponds, lakes and views of the river. There are 1323 units consisting of single homes, condominiums, and villas which are governed by the Riverwood Community Association (RCA). The Riverwood Community Development District (RCDD) manages the infrastructure such as the Activity Campus Buildings, public roadways, water/sewer system and the main irrigation system. The RCA and RCDD share the maintenance of Riverwood.

### SCOPE OF WORK (SOW)

By agreement between the RCA and the RCDD, this contract includes ALL landscaped property owned by the RCA and ALL landscaped property owned by the RCDD unless specifically excluded. Known exclusions/inclusions at this time are:

#### Exclusions

- Activity Center Croquet Lawn and Irrigation
- Sea Hibiscus trimming along Riverwood Drive
- Riverwood RV Park and Wastewater Treatment Facility
- No wood chip treatment for weeds at the Dog Park

#### Inclusions

- Turf maintenance near Region A RD-2R on **Riverwood Common Area Maps (Exhibit A)** owner by golf course
- Maintained County Property along 776 at the front of Riverwood
- Roadsides from back gate to McPherson Dr.
- Landscape Easements (LE) in the following 3 locations:
  - Along Club Drive on both sides of The Reserve entrance. Contractor to maintain turf and planting beds inside this LE.

## Riverwood Community Association Scope of Work for Landscape Maintenance

- In Westport Ridge along fence line behind lots 29-32. Contractor to maintain the plant hedge located in this LE.
- In Riverside, behind lots 17-23 there is a LE to allow Riverside community to maintain the wall. Contractor to maintain the plantings on the Riverwood Drive side of the wall along the sidewalk.

In addition, the SOW includes the **fourteen (14) Maintained Neighborhoods listed in Exhibit "C"**.

In general, the services to be provided include Turf Care; Bed Care; Mulch; Fertilization; Insect, Weed & Disease Control; Shrub Maintenance, Rehabilitation & Rejuvenation; Palm Care; Irrigation and related services to the standard required to maintain Riverwood as a Class "A" community.

Work performed must be on a routine schedule that is sensitive to the overall functions of Riverwood.

### PROPOSAL INFORMATION REQUIRED

1. The proposal must introduce your company, its experience in performing similar landscaping maintenance and three references with contact information. Please include a chart defining the structure of your company, key decision makers and where located, and identify of the person who will be the on-site account executive. Include a resume showing the education and experience of the named executive and a description of the executive's responsibilities and authority and the amount of time that the executive will be present at the work site.
2. The proposal should convey your company's capabilities and why your company is the right choice for Riverwood.
3. The proposal must provide detailed information about your company's training and performance standards. Specifically, what training and certifications will each level of worker assigned to Riverwood possess?
4. The **Contractor Proposal Price Sheet (Exhibit G)** must be completed with the level of detail requested (Hard copy and electronic copy).
5. Contractor must state their intent to perform in accordance with the Maintenance Specifications or specifically identify exceptions.
6. Finalist's key personnel will be interviewed to determine a good understanding of Riverwood's Maintenance Specifications, SOW and cultural fit. Award of a contract is contingent upon finalist's key personnel being assigned to Riverwood as proposed.
7. The successful bidder must attend a pre-award Board meeting to discuss and confirm the work prior to execution of the contract.

## Riverwood Community Association Scope of Work for Landscape Maintenance

### MAINTENANCE SPECIFICATIONS

The Contractor must provide all labor, materials and equipment necessary to properly perform all work in a professional and workmanlike manner in accordance with Maintenance Specifications. The Florida Best Management Practices Manual for Green Industries professionals (GI-BMP), including references, augmented by the publications of the University of Florida Institute for Food and Agricultural Science and its extension service (IFAS) plus Riverwood Specific Maintenance Requirements contained herein, altogether, the Maintenance Specifications, are the standard by which all work performance will be judged. In the event of a conflict, preference shall be given first to the GI-BMP, then IFAS and then to Riverwood Specific Maintenance Requirements.

### Riverwood Specific Maintenance Requirements

The subset of Maintenance Specifications unique to Riverwood are the Riverwood Specific Maintenance Requirements. These consist of:

- A. Turf Management: Mowing / Edging / Blowing
- B. Landscape Plant Care: Trees, Palms, Shrubs & Ground Covers
- C. Landscape Health
  - 1. Fertilization
  - 2. Pests / Disease / Fungus
  - 3. Weed Control
- D. Mulch
- E. Irrigation Maintenance

### A. Turf Management: Mowing / Edging / Blowing

Mowing schedule must be weekly from April 1 - November 15 and every other week for all other dates, totaling 42 mows per year.

Hard Edging of all sidewalks, curbs, pathways and other paved surfaces must follow the mowing schedule. Hard Edging is defined as outlining and/or removing turf from the hardscape borders by use of a mechanical blade edger.

Soft Edging is defined as outlining the edges of plant beds to deter grass from expanding into plant beds or mulch areas. Soft edging must be done 20 times per year with every other mow ONLY in areas where turf is in direct contact with bed edges or mulch edges. A mechanical blade edger must be used. Contractor must limit soft edging to the edge of beds not more than 1 foot from plants or the edge of mulch.

Trimming around obstacles within finished turf areas must be completed during each mowing visit by use of a string trimmer or other mechanical means. Care must be taken when using string trimmers to avoid damage to plants in plant beds.

Clippings must be either vacuumed or blown off walkways and curbs.

## Riverwood Community Association Scope of Work for Landscape Maintenance

No turf will be maintained with weed whackers. The contractor must provide correctly sized mowers to maintain turf in all turf locations without damaging or endangering private or community property.

A buffer of uncut grasses 2 feet wide by 8" tall creating a filter zone to be maintained around all ponds and lakes from June – September.

Contractor must avoid blowing grass cuttings into landscape beds.

### **B. Landscape Plant Care: Trees, Palms, Shrubs & Ground Covers**

All shrubs, plants, palms and ornamental trees must be maintained to achieve a healthy, well maintained and attractive landscape appearance.

All pruning must be done to maintain the natural shape and characteristics of the plant species. This contract includes regular, corrective and rejuvenation pruning to maintain healthy, vibrant shrubs/plants.

The detailing process must include the trimming, pruning and shaping of all shrubbery, ornamentals and groundcover, removal of tree/shrub suckers as well as the defining of bed lines, tree saucers and the removal of unwanted dead vegetation. Some shrubs/plants, such as flowering trees and shrubs, may not need to be pruned every rotation to maintain their natural schedule for pruning.

Contractor must supply an approximate **Monthly Pruning Schedule (Exhibit F)** by plant type for the most common Riverwood plants. Contractor must submit this schedule prior to the commencement of new contract. Contractor must perform 10 rounds of pruning annually with certain plant types pruned in each round as per the schedule. Some plant types may only be pruned 1 or 2 times annually while other plant types may be trimmed each round.

Contractor will not be expected to hand prune higher than 5 ft or use gas trimmers above 8 ft. Contractor will not be expected to use ladders. However, Contractor must provide crews with the tools, training and equipment necessary, including hand shears, articulating trimmers or step ladders as necessary to properly prune to these heights. Above these heights, owner may contract with Contractor for additional services.

Contractor will perform NO arborist work of deciduous or canopy trees under this contract. Any tree pruning in excess of 2" is excluded. However, small downward sloping branches must be removed at a joint to provide vehicle and pedestrian clearances. These clearances must be 8' over sidewalks and green spaces, 11' over driveways and 14' over roadways.

Reducing plant footprints beyond normal cutbacks is not included.

Sucker growth at the base of the trees must be removed throughout the year.

### **Palm Trimming:**

#### **Palm Categories:**

- A. Trimmed Palms:** Cabbage, Queen, Canary, Sylvester, Pygmy Date, Fan, Washingtonia
- B. Self-Cleaning Palms (Not Trimmed):** Royals, Foxtail, Bismarck
- C. Areca & Paurotis (Clumping Palms)** will not be trimmed without a special service charge. *(Put in a ticket for a quote)*

## Riverwood Community Association Scope of Work for Landscape Maintenance

During the trim rotation, the dead fronds on the ground will be picked up.

### Trimming Details:

1. Trimmed palms up to 15 feet will be pruned during pruning rotations to remove dead fronds and seed pods.
2. Trimmed palms over 15 feet, but less than 55 feet, will be pruned two (2) times a year (April/May and October/November).
3. Palms will be pruned to between 9-3 and 10-2. Seed pods will be removed where possible without cutting into the tree.
4. Palm boots will be left on the tree unless loose.
5. Palms over 55 feet will not be trimmed.
6. Royal Palms in the Activity Center Campus Parking Lot – Building 1; River Marsh and Main Intersection of Club Drive and Riverwood Drive to be bungeed and cleaned three (3) times a year.

Royal Palm Bungee Costs: 15 @ \$35 per tree/occurrence = \$1,575.00/year

### C. Landscape Health

All landscape must be maintained in a healthy, green, virtually weed free and pest free manner. All landscape must be inspected monthly for pest, disease and nutrient problems with positive findings IMMEDIATELY addressed and reported to the RCA Manager. Weed growth or insect and fungal infestations must be limited to what has occurred since the last round of maintenance.

#### 1. Fertilization

Fertilization of turf, trees, shrubs and palms must be as recommended by the most current GIBMP standards and recommendations. **The Contractor must specify these in his bid, including products, frequency and quantities.** All Chemicals must be used in strict accordance with federal, State and County laws and regulations. Any use of chemicals must be reported to the RCA Manager and applied by trained and licensed chemical applicators. It is the intent of the RCA to maintain a healthy, sustainable landscape that will minimize the need for and use of chemical controls.

#### 2. Pests / Disease / Fungus

The Contractor must apply recommended, legally approved, pesticides and fungicides to control insects and fungus. Chemicals must be applied only as necessary to maintain the health of plant material. Notify the RCA Manager immediately and obtain direction regarding any unusual problems such OTC – Lethal Yellowing.

It is the Contractor's responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.) It is also the Contractors responsibility to treat these conditions in an expedient manner.

Insecticide may be included with fertilization to prevent or control seasonal turf grass pest infestations. Contractor must include a Chinch bug control program.

Upon confirmation of a specific problem requiring treatment, the Contactor must apply pesticides as needed. The Contractor must keep records on pest identified and treatment(s) rendered for control.

## Riverwood Community Association Scope of Work for Landscape Maintenance

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Fire ant mounds are a human health hazard and must be treated once a month in common areas only.

Disease control and/or fungus control and limited nutritional supplements must be included as necessary if a deficiency exists or soil conditions warrant.

The Contractors Pest Control Operators license(s) must be current at all times during the term of this contract.

### 3. Weed Control

The Contractor must control weeds in all paved surfaces, such as driveways, street gutters, curbs, sidewalks and boardwalk areas. The areas must be maintained essentially weed free. Accumulated roadway dirt must also be removed on a regular basis.

Weeds, including palm seedlings, must be removed from all plant beds, plants, trees and flowers once a month during the non-growing season and twice a month during the growing season (approximately 18-24 times per year). Fence lines must be treated for weeds quarterly. Manual (hand pulling) and chemical (herbicides) must be used as control methods.

Weed control treatments must be applied in accordance with GI-BMP standards and recommended practices. **The Contractor must propose the specific program to be employed in his proposal including, products, frequency and quantities.**

### D. Mulch

Pine straw must be installed twice a year as close as possible to March and November, but outside rainy season. Cocoa Brown Mulch, where designated, must be installed at the end of each rainy season during November. *(See Brown Mulch Exhibit maps)* If a neighborhood chooses an alternate mulch, it must be priced and arranged separately. Mulch installation must not conflict with pruning rotation and must follow pruning and cleanup.

All mulch must be of the best grade and free of excessive debris.

Mulch must be evenly distributed throughout the landscape beds, including behind plants along the sides of buildings. Pine straw and Cocoa Brown mulch must be installed to maintain a depth of 2.5 - 3 inches.

Do not mulch dense areas not accessible to foot traffic.

Do not place mulch up against plant trunks or leave on top of plants.

### E. Irrigation Maintenance

1. The Contractor will perform wet checks monthly on resident's irrigation system:

## Riverwood Community Association Scope of Work for Landscape Maintenance

- a. Inspect and thoroughly operate all system components to ensure each component of the system is functioning properly and the system is providing proper water distribution and coverage.
- b. During the wet check, the tech will make certain covered item repairs, if needed.
  - Covered items included in this contract price are:
    - **Components on the distribution side of the valves**
    - **Underground water pipe**
    - **Risers**
    - **Sprinkler head**
  - If Brightview discovers a Non-Covered Item:
    - **System Controller**
    - **Electric Wires**
    - **Electric Valves**
    - **Rain Sensors**

then Brightview will create a work order for the resident. This needs to be signed to have repairs done at a cost. This work order is a contract between Brightview and the resident. Resident can have work performed by Brightview or a contractor of their choice. *Only Hunter parts are to be used in Riverwood.*
- c. Contractor will report to the RCA Manager within 24 hours of notice all uncorrected deficiencies, recommended improvements, date noted, reason for not correcting, with lot, zone, correction required and cost.
- d. Turn off any rain sensors that are not properly maintained or not functioning properly.
- e. Report by lot to the RCA Manager recommendations for changes to the irrigation schedules.

### Resident Information to Clarify Irrigation Questions

1. If a resident discovers a **non-emergency problem** between wet checks, they should submit a ticket requesting a service call.

If you have a head pop off this is not an emergency unless the water is seriously damaging your property. (e.g.: Water is gushing into a window, damaging the lanai, or shooting up from a soffit). The water will ordinarily stop when the Controller/Timer runs its cycle and turns the underground valve off. Water bubbling up from the ground in your yard means an underground line has broken and this can be addressed the following day.

Brightview will respond to the ticket within 3 days and schedule the repair to be done within one (1) week. If the problem is discovered to be a "covered item" – there will be no charge for the service call or repair. If the problem is a "non-covered item", then the above work order procedure will apply and there will be a \$65 charge for the service call.

2. If a resident discovers an **emergency problem (described above)**, they need to call Brightview at (941) 249-9831. An emergency is defined as: "*Damage occurring to your property*".
3. If a resident sees *water gushing along the roadway edge* **this is an emergency** and may be a mainline break that needs immediate attention. Please call Brightview who will respond to the call. These lines are the property of the RCDD. The proper people will be notified by Brightview.

## Riverwood Community Association Scope of Work for Landscape Maintenance

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4. If a resident would like to request a modification to the system configuration (e.g. lifting of the irrigation rotors, adding a zone) this can be done using a work order and it will be quoted prior to the start.
5. If a residence has a V-Flow Filter which needs to be cleaned or serviced, this is not a 'covered item'. Only a few neighborhoods have these located underground after the irrigation water meter. Brightview will be able to create a work order for the resident.

### General Requirements

1. The RCA Manager is responsible for the Riverwood site. Contractor must coordinate with and follow all instructions of the RCA Manager regarding access, vehicles, trailers, uniforms, protocols and activity on the Riverwood site.
2. Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped elements must be kept clean of unwanted landscape debris.
3. The Contractor is responsible for the removal and proper offsite disposal of all debris & litter from the work site, including minor storm damage debris, during each maintenance visit. All litter and debris piles must be removed the same day created.
4. The Contractor is responsible for any severe weather-related cleanup at a specified hourly rate. The Contractor must provide the RCA with an hourly rate for supervisory and cleanup personnel. Upon mutual agreement normal contracted services may be exchanged for severe weather cleanup services.
5. Contractor must schedule resources to respond to emergency conditions within 24 hours of occurrence. "Emergency" as used anywhere in this contract means any condition which the RCA Manager determines poses an immediate risk of safety or property damage.
6. In conjunction with the mowing rotation, leaves and pine needles must be removed from turf and hard surfaces. Leaves or pine needles must not be blown or raked into lawns, planting beds, preserves or conservation areas unless specified by the RCA. If leaf or needle drop is sufficiently heavy between mowing to keep sunlight from reaching the grass, the Contractor must do an interim removal.
7. Staked trees must be re-staked, adjusted as necessary, and stakes removed in accordance with best management practices.
8. Dead plants in Common Ground within the SOW must be removed and disposed of by the Contractor and must be documented in the Weekly Report to the RCA Manager.
9. The Contractor Account Executive must report to the RCA Manager weekly and deliver a Weekly Report. The Contractor must provide a weekly schedule of work to be performed. The schedule must identify the work by common area and/or designated neighborhood broken down by

## Riverwood Community Association Scope of Work for Landscape Maintenance

- Contractor Proposal Price Sheet line item. In addition, the report must address work progress, results of inspections and pro-actively inform the RCA Manager of any landscape issues and resolutions and must provide a summary of the landscape and irrigation services that occurred during the previous week. The report must include any property damage by the Contractor. The Weekly Report must be received by the RCA within the first 3 business days of the following week. Through observation and incident reports, the RCA Manager will determine the extent to which the work is in conformance with the contract.
10. The Contractor is responsible for maintaining the existing twenty (20) foot easement encompassing the RCA's Myakka Point Boardwalk. The maintenance must include trimming of sea grapes at a minimum twelve (12) inches below the upper handrail, eradication of weeds beneath the boardwalk and trimming of adjacent palm trees landward of the 25-foot Average / 15-foot minimum Southwest Florida Water Management District (SWFWMD) wetland buffer. In addition, the existing kayak path must be mowed to ensure a clear and unobstructed access to the Myakka River.
  11. Other than for the RCA's Myakka Point Boardwalk as described above, the Contractor must do NO work within the 25-foot Average / 15-foot minimum SWFWMD wetland buffer.
  12. The Contractor must provide the RCA with an after-hours emergency contact number, for irrigation repairs, fallen trees and any other emergency requiring immediate response from the Contractor.
    - a. AFTER-HOURS IRRIGATION EMERGENCY NUMBER: \_\_\_\_\_
    - b. AFTER-HOURS EMERGENCY NUMBER (IF DIFFERENT): \_\_\_\_\_
  13. Prior to the contract start date, Contractor must submit to the RCA a **Calendar Year Maintenance Schedule (Exhibit E)** outlining the planned services by line item on the Contractor Proposal Price Sheet and by month necessary to fulfil the contract.
  14. If thru the Contractor's actions and operations, any RCA, RCDD, Riverwood Golf Club or private property is damaged, as determined by the RCA Manager, the Contractor must incur all costs for the repair/replacement of the damage.
  15. The Contractor is responsible for maintaining around and keeping free of debris any storm water drains located in the finished areas.
  16. All documents included in this Request for Proposal or incorporated by reference will become part of the contract, and a requirement occurring in one is as binding as though occurring in all. The documents are meant to be complementary and to describe and provide for a complete work.
  17. Careful Inspection of the property monthly is crucial to maintaining a successful program. A trained Contractor supervisor must physically inspect all maintained areas at least monthly noting any deficiencies which fall within the contract SOW. These deficiencies must be reported to the RCA Manager in the Weekly Report.

## Riverwood Community Association Scope of Work for Landscape Maintenance

18. The Contractor must assign one (1) Account Executive to the RCA Manager. The Account Executive must always be easily accessible. In addition, one (1) or more Production Manager(s) and other such skilled personnel to effectively manage the SOW in accordance with the overall schedule must be assigned. The Contractor must always assign a Manager to be on-site to enable an immediate response to issues. It is requested that the Contractor Account Executive be the point of contact for the RCA Manager, responsible for every aspect of the Contractor's relationship with Riverwood.
19. Only the Contractor shall supervise, inspect and direct the work of Contractor employees and subcontractors. Contractor shall determine how the work shall be performed to meet the contract SOW and specifications. The Contractor is solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work and to maintain all safety precautions and programs.
20. The Contractor must at all times enforce discipline and good order among Contractor's employees. The Contractor must not employ any unfit person and must ensure each person employed possesses the skills to perform assigned tasks to the GI-BMP "Best Practices" standard. The Contractor must be responsible to ensure the completed work complies fully with the contract.
21. All new plant material (except annuals) planted by the Contractor must be warranted for a period of one (1) year and replaced at the Contractor's expense if said plant(s) die. Annuals must be warranted for a period of ninety (90) days from initial planting. This warranty excludes causes which are reasonably demonstrated to be beyond the control of the Contractor.
22. Contractor must repair or replace turf and landscape plants at no charge where Contractor is deemed negligent in the implementation of the Maintenance Specifications resulting in significant damage or loss of turf or other plant material. Negligence means damage caused by the Contractor's improper actions or failure to take proper action if the Contractor knew or should have known of the problem in the normal course of conducting business.
23. Contractor agrees to work with RCA Manager to take reasonable measures to protect plants from frost damage. "Reasonable Measures" means covering annuals in common areas, turning off irrigation in common areas, and providing the RCA Manager with advance guidance to broadcast to residential areas. As an alternative to covering, the contractor shall have the option to replace frost damaged plants.
24. Contractor must indemnify and hold RCA and RCDD harmless of all and from all expenses, court costs, attorney's fees, penalties or damages of any kind whatsoever, incurred in connection with the services provided to the RCA; in connection with any liability arising out of injuries sustained by any person in or about Riverwood; in connection with any violation of any federal, state or municipal law, regulation or ordinance or any claim for taxes or other charges which may be made against the RCA by reasons of services provided to the RCA, except when due to gross negligence or malfeasance of the RCA. The Contractor must carry all necessary liability and Worker's

## Riverwood Community Association Scope of Work for Landscape Maintenance

- Compensation Insurance adequate to protect the interests of the RCA. The contact representative for the RCA shall be the RCA Manager.
25. Contractor's insurance certificates must always be current during the term of this contract. Failure to maintain valid or current insurance policies shall be deemed a breach of this contract. All current certificates of insurance must be on file with the RCA.
  26. Contractor and/or its subcontractors must hold all pertinent licenses needed to operate a landscape maintenance business. This includes but is not limited to occupational, city, state, county, irrigation and pest control licenses.
  27. Contractor must present to the RCA, the name(s) of any subcontractor they intend to employ in the performance of this agreement. The RCA shall have the right to reject any subcontractor it deems unsuitable for any reason. The Contractor must present additional subcontractors to the RCA until a suitable subcontractor is agreed upon.
  28. Contractor must not assign this agreement in whole or part without the written consent of the RCA.
  29. Contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement. The Contractor must prepare a written list of these pre-existing deficiencies for the RCA. Upon written RCA approval, these conditions shall be corrected at the RCA's expense by a Contractor of the RCA's choosing unless these conditions will be corrected at no additional cost in the normal course of Contractor's operations. The Contractor must specify a period of time in which pre-existing deficiencies will be corrected through normal operations. After that time, Contractor will be in breach of the contract.
  30. Any material deviation from the Maintenance Specifications will be a breach of contract and all available remedies shall apply, including the right to terminate by the RCA after giving a 30-day notice of termination to the Contractor. Following termination, the RCA shall only be responsible for payment of good work completed and invoiced by the Contractor.
  31. This contract may be terminated at any time by either party with or without cause by giving 30 days' notice to the other party. Following termination, the RCA shall only be responsible for payment of good work completed and invoiced by the Contractor. The RCA shall pay no demobilization or other costs unless the nature and amount is specifically stated in the Contractor's proposal.
  32. During the term of this contract, the RCA may negotiate with Contractor to add or delete line items, add or delete neighborhoods and make other changes in the best interest of Riverwood.
  33. Bed sizes, tree counts and turf may change from year to year. The Contractor/RCA have the right to annually recount square feet of turf, trees and square feet of beds and re-apply contract pricing to the revised counts.
  34. The Contractor's preferred contract should be submitted with the Contractor's Proposal.

## Riverwood Community Association Scope of Work for Landscape Maintenance

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35. The Contractor must provide a work order system which can easily be used by the Riverwood Field Manager and by residents to enter and track work orders. The system must be able to recognize and separate requests between enhancements and corrections. The system should provide immediate acknowledgement to the sender and recognize the sender's address. The system should keep the requestor informed of any work order activity. The system must be able to track and report for the RCA Manager on the status of work orders at any time including, but not limited to: Open, Days Open, Closed, Type of closure (Completed, Cancelled by Contractor, Cancelled by Customer), Customer satisfaction rating, Neighborhood, Totals, Aging Summary and Percentages. The system should be capable of sending email notices to specific property owners once the owner has registered in the system. If the Contractor's system does not currently provide all of this information, the Contractor must work with Riverwood to establish a system satisfactory to the RCA Manager prior to the start of the Contract.
36. The successful Contractor must have an enhancement division separate from the maintenance personnel assigned to Riverwood. The Contractor must describe his enhancement capabilities.

### Payments

1. Payment by the RCA shall be based in twelve (12) equal monthly installments of the combined fees as invoiced by the Contractor in accordance with the **Contractor Proposal Price Sheet (Exhibit G)**. Invoices will be paid within fifteen (15) days of receipt for good work performed as determined by the RCA Manager in accordance with the terms and specifications of this contract. The RCA will not accept additional fuel surcharges during the term of this agreement.
2. The RCA reserves the right to remove any line item from the Contractor Proposal Price Sheet and make the appropriate payment adjustments.
3. The RCA Manager may withhold partial payment to the Contractor for any of the below reasons. The amount withheld shall be the value of the item if known; otherwise, a prorata portion of the monthly line item as determined by the RCA Manager.
  - a. Defective work until remedied
  - b. Incomplete work or work behind schedule until completed
  - c. Contract quantities not delivered until delivered
  - d. Property damage until repaired
  - e. Damage and repair costs incurred by the RCA
  - f. Claims filed or evidence indicating probable filing of claims
  - g. Failure of Contractor to make payment to a Sub-Contractor

### **PRE-BID SITE ASSESSMENT**

Contractor is required to conduct an in-depth site assessment prior to submitting a bid. Contractor must coordinate with the RCA Manager. The RCA will make its Field Manager available to assist with site knowledge transfer. The RCA has included the RFP and exhibits onto a thumb drive and shall also make available on-site Riverwood Provided Exhibits. The RCA believes the provided exhibits are reasonably

## Riverwood Community Association Scope of Work for Landscape Maintenance

complete and accurate but makes no warranty regarding the completeness or accuracy of these resources. The Regional Index of Common Grounds (Exhibit A) stipulates the yellow boundary lines found on the maps are for reference and not to scale. The Contractor is encouraged to take all means necessary prior to submitting a bid to determine and verify the SOW, size, quantities, skills, effort and equipment required to meet the Maintenance Specifications.

### EXHIBITS

The following exhibits shall become part of the contract and are incorporated herein by reference.

#### Riverwood Provided Exhibits

- A. Riverwood Common Area Maps including Mulch Maps
- B. Riverwood Landscaping Common Grounds Inventory – OMITTED
- C. Maintained Neighborhoods Matrix
- D. Riverwood Lake and Preserve Identification Maps

#### Contract Exhibits to be Completed and/or Provided by the Contractor

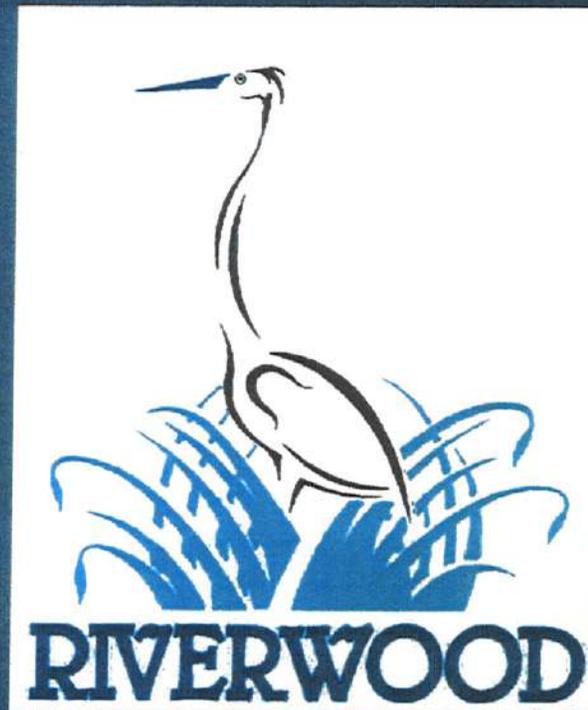
- E. Calendar Year Maintenance Schedule
- F. Monthly Pruning Guidelines by Plant Type
- G. Contractor Proposal Price Sheet

#### Contact:

**Frank Anastasi, CMCA, AMS**  
Riverwood Community Association Manager  
941-764-6663 O  
941-625-7806 F  
[Riverwoodmanager@comcast.net](mailto:Riverwoodmanager@comcast.net)  
4250 Riverwood Dr.  
Port Charlotte, FL 33953



COMMON GROUNDS MAPS



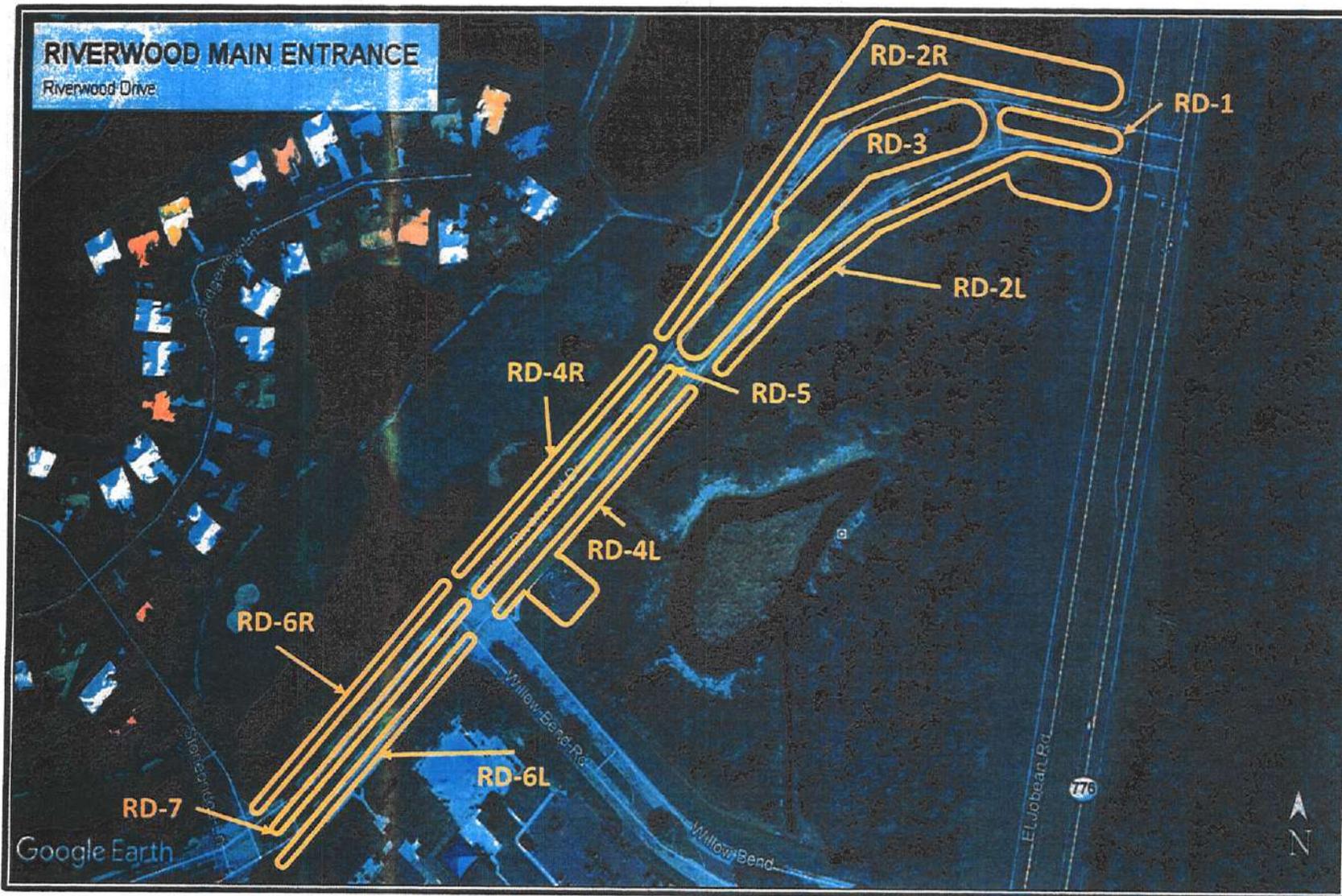
2022 -2026

### NEIGHBORHOOD MAPPING INDEX

Neighborhood	Region	Page #	Neighborhood	Region	Page #
Bailey' Pond	E	48	Pompano Cove	D	24
Bay Ridge	C	20	Redfin Shores	D	32
Channel Ridge	D	31	River Run	D	29
Clipper Cove	D	34	Riverside	C	21
Driftwood Pointe	D	27	Royal Oaks	B	14
Eagle Trace	E	45	Silver Lakes	E	44
Estuary	D	36	Stillwater Trace	D	35
Fairway Lakes	C	19	Stonebridge	A	8
Fisher's Landing	D	33	Tarpon Harbor I	E	41
Lakeshore Village	B	13	Tarpon Harbor II	E	42
Logan's Pointe	E	46	The Reserve	E	43
Marlin Cove	E	47	The Villas at Tarpon Harbor	E	42
Osprey Landing	B	15	Westport Ridge	D	25
Oyster Bay	D	28	Willow Glen	A	9

## RIVERWOOD LANDSCAPING COMMON GROUNDS

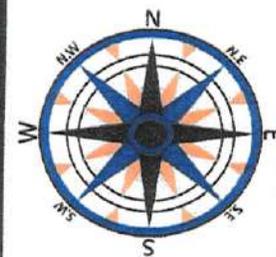
Region	Five Regions of Common Grounds	Pages
<b>A</b>	Riverwood Drive from SR776 (El Jobean Rd.) to Club Drive; including the Activity Campus, Willow Bend Road, Stonebridge and Willow Glen Common Areas.	4 - 9
<b>B</b>	Club Drive between Riverwood Drive and Rivermarsh Drive; including Lakeshore Village, Royal Oaks and Osprey Landing Common Areas.	11 - 15
<b>C</b>	Riverwood Drive between Club Drive and Brookville Avenue (Back Gate); including Fairway Lakes, Bay Ridge and Riverside Common Areas.	17 - 21
<b>D</b>	Riverwood Drive between Brookville Avenue (Back Gate) and Cedar Creek Drive; Creekside Lane between Riverwood Drive entrance of Stillwater Trace; including Westport Ridge, Driftwood Pointe, Oyster Bay, River Run, Channel Ridge Redfin Shores, Fishers Landing, Estuary and Clipper Cove Common Areas.	23- 36
<b>E</b>	Club Drive from Rivermarsh Drive to the Tarpon Harbor Cul-de-Sac; including The Reserve, Silver Lakes, Eagle Trace, Logan's Pointe, Marlin Cove, Bailey's Pond and Tarpon Harbor Common Areas.	38 - 48

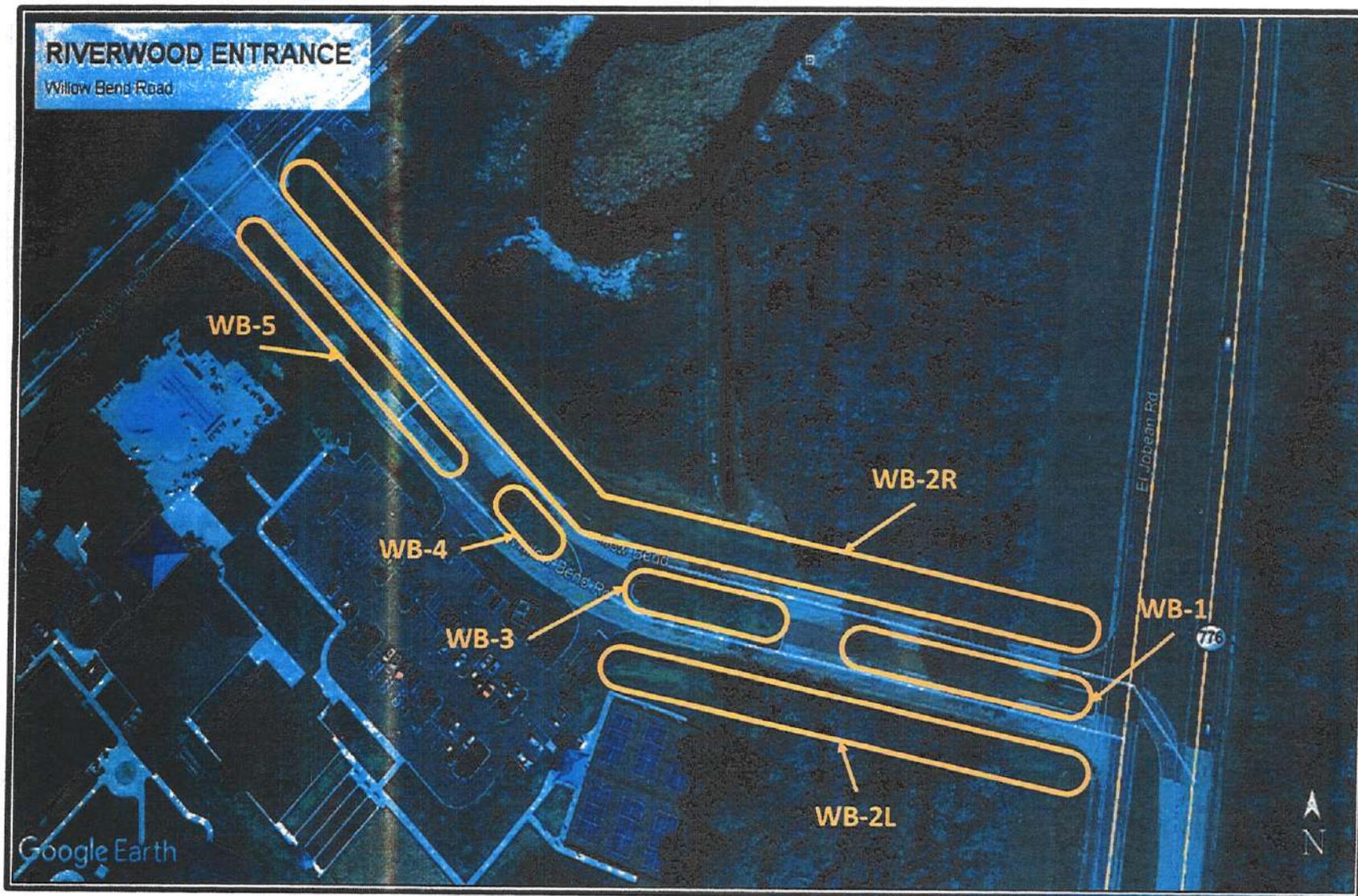


## REGION A

### Main Entrance

- RD-1
- RD-2L
- RD-2R
- RD-3
- RD-4L
- RD-4R
- RD-5
- RD-6L
- RD-6R
- RD-7

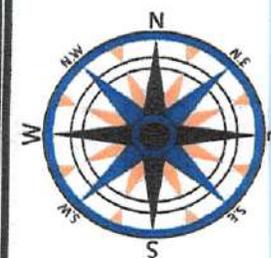


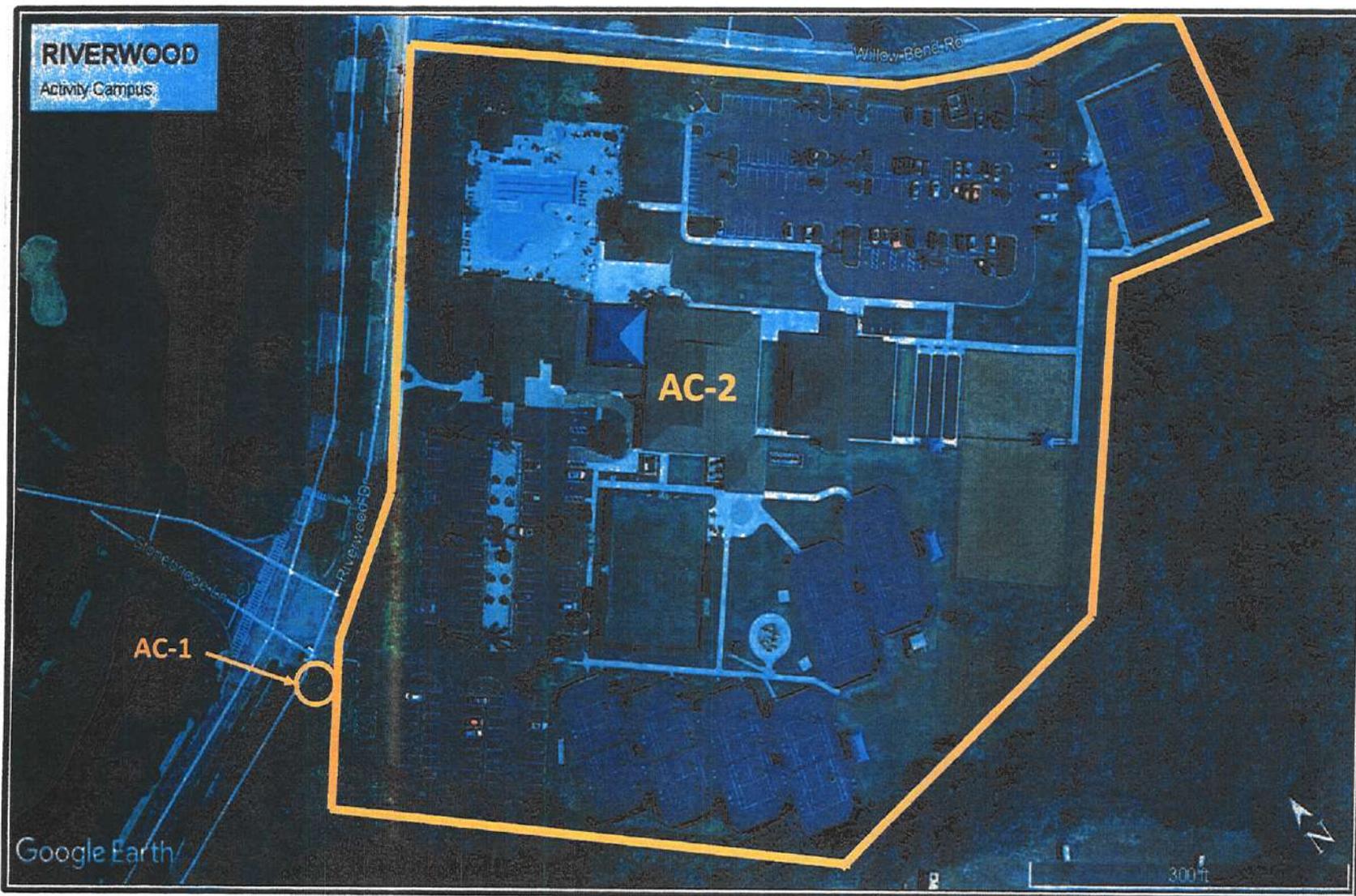


## REGION A

### WB Entrance

- WB-1
- WB-2L
- WB-2R
- WB-3
- WB-4
- WB-5





# REGION A

## Activity Campus

AC-1

AC-2





## REGION A

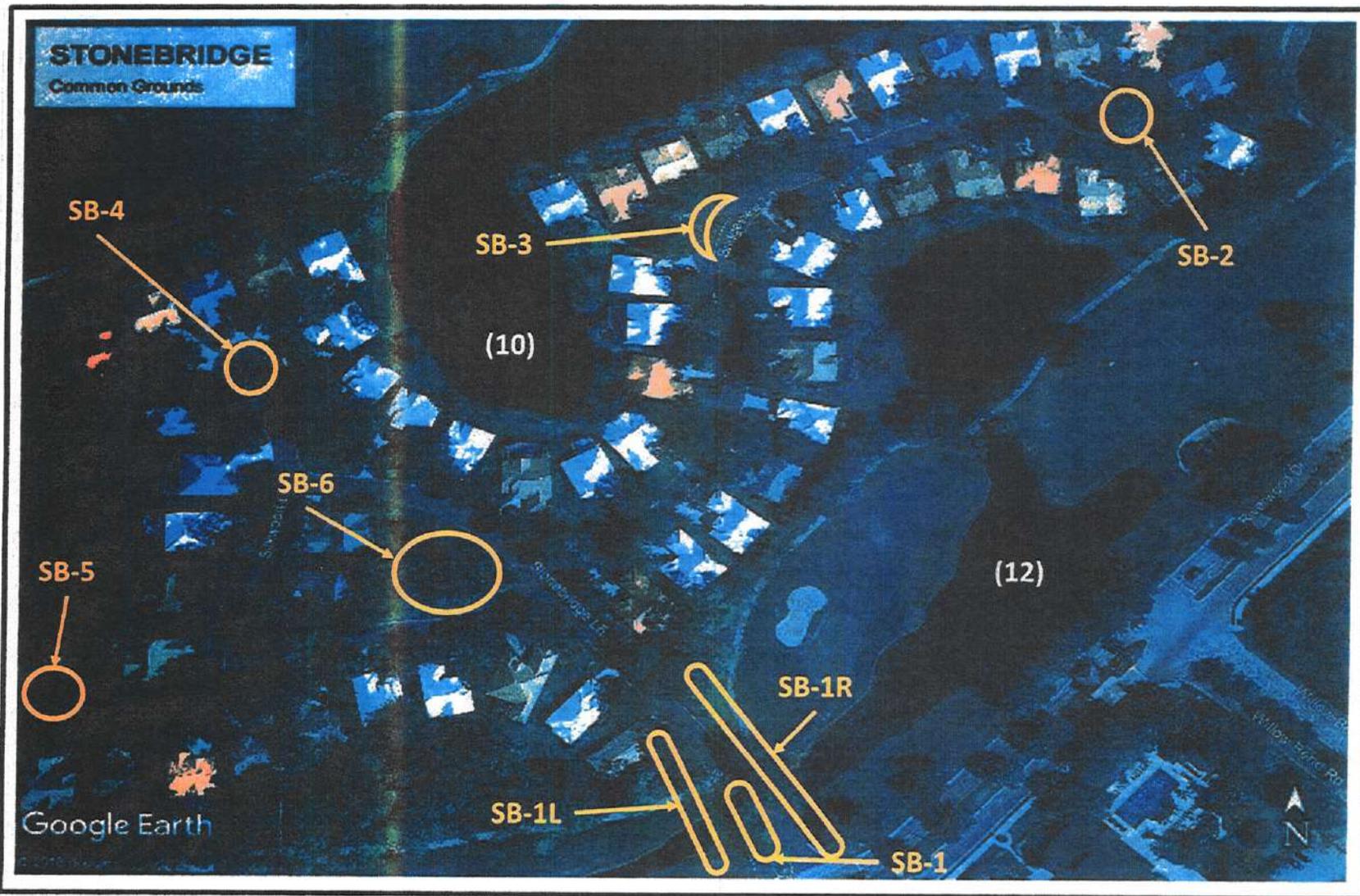
Riverwood Drive

RD-8L

RD-8R

RD-9

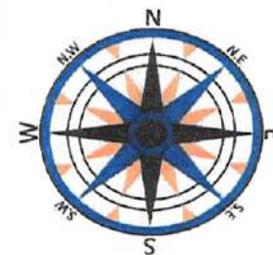


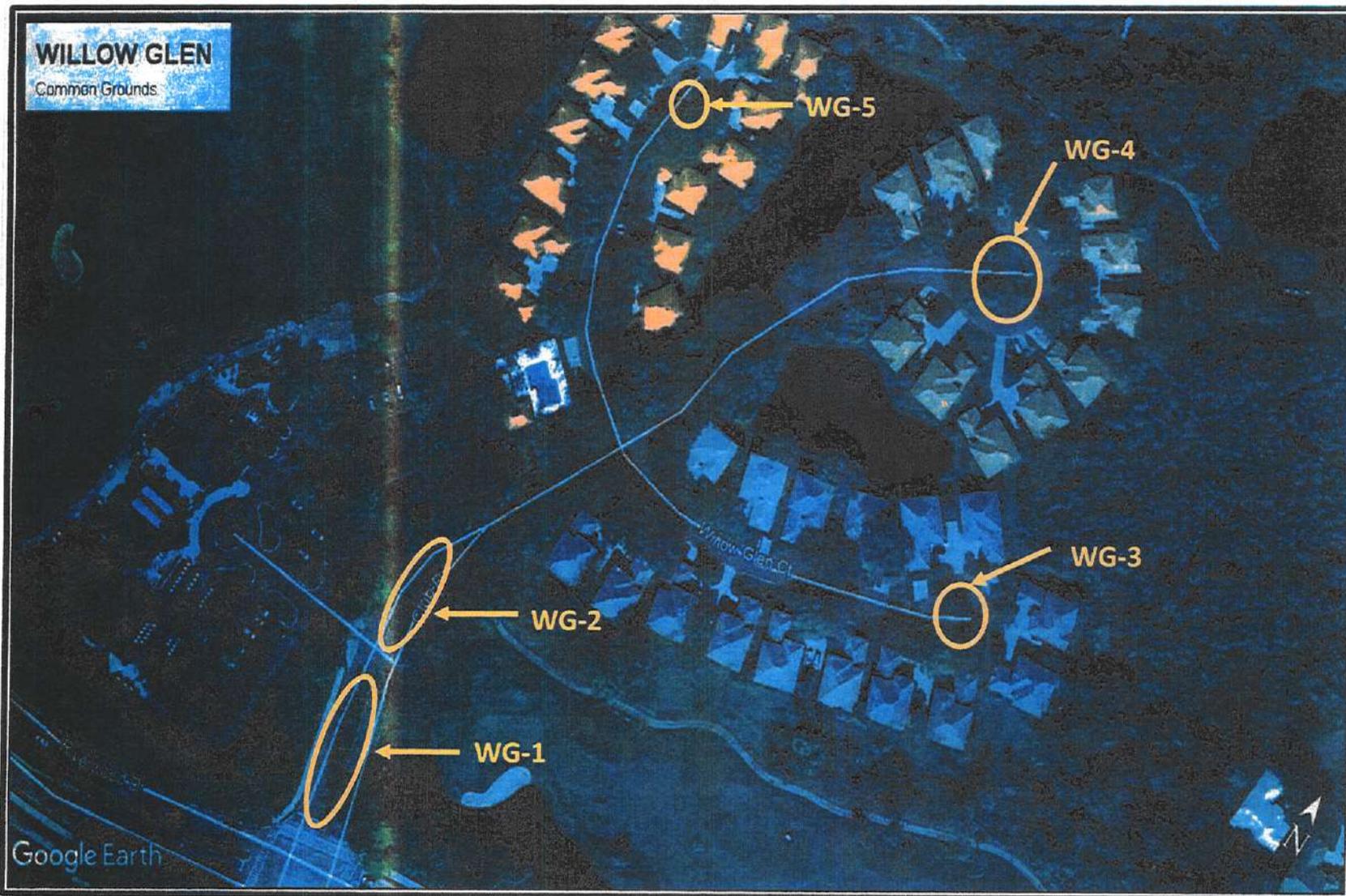


## REGION A

### Stonebridge

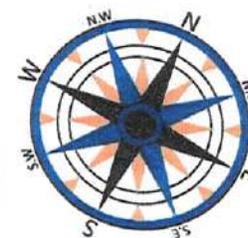
- SB-1
- SB-1L
- SB-1R
- SB-2
- SB-3
- SB-4
- SB-5
- SB-6





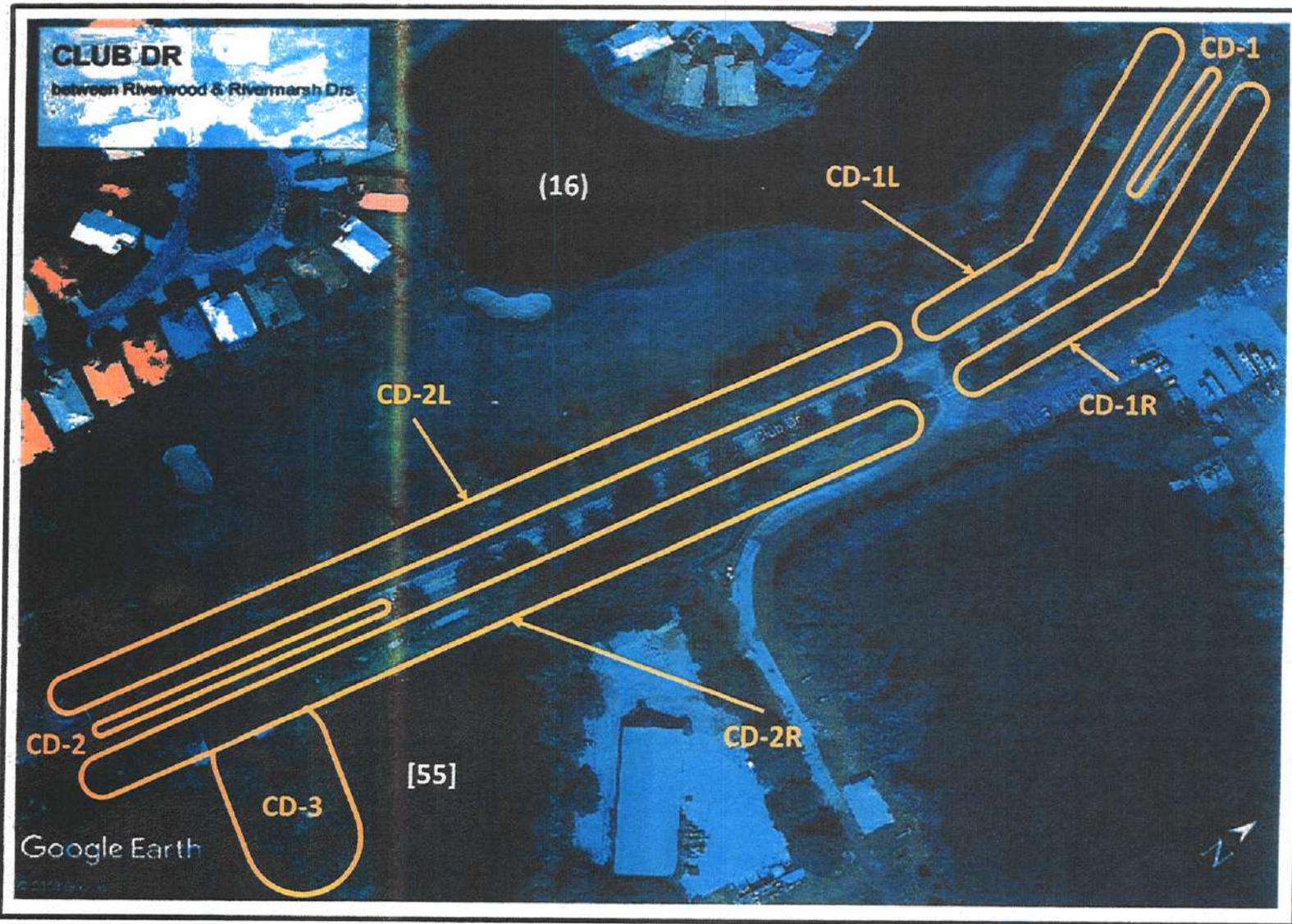
## REGION A Willow Glen

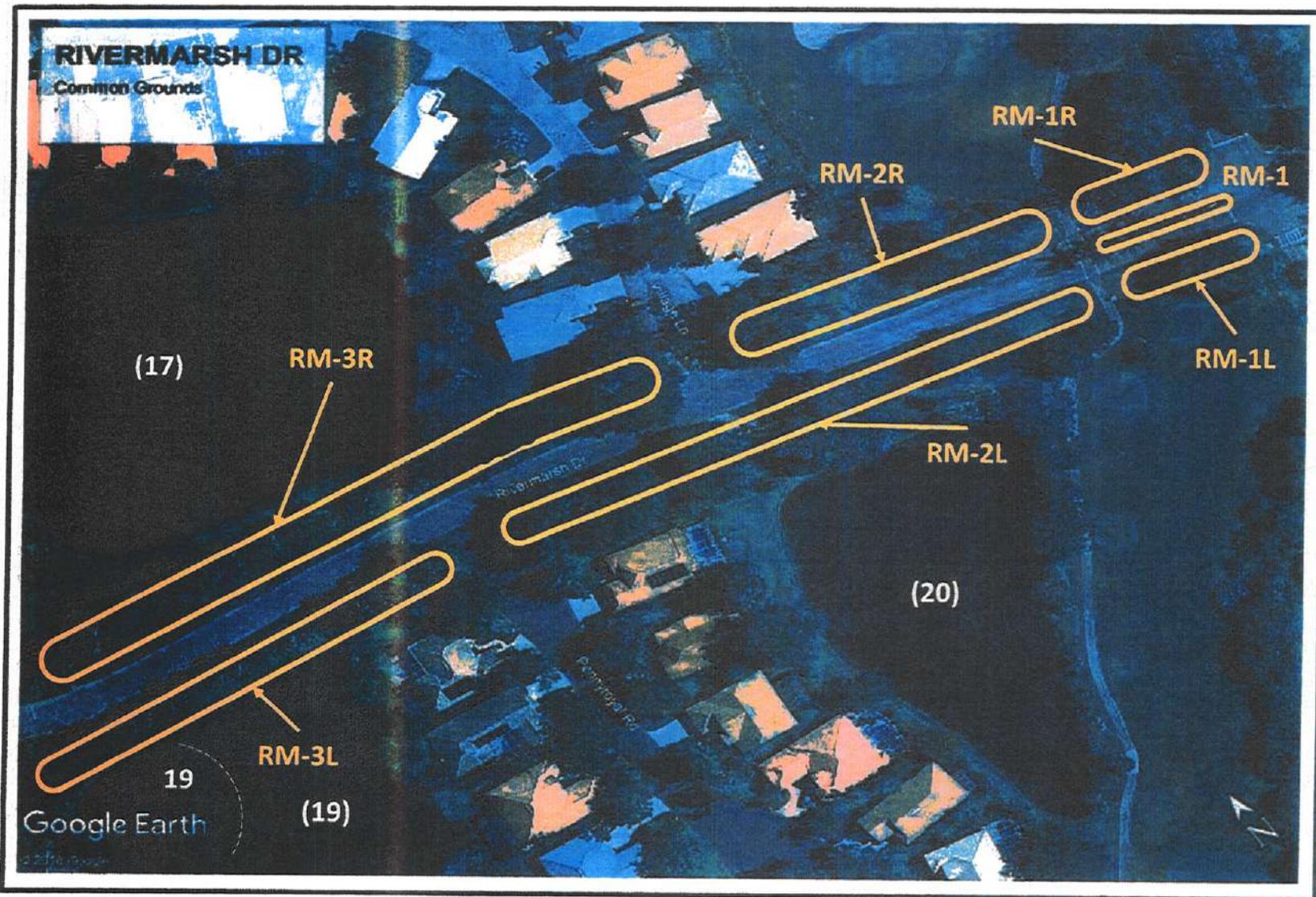
- WG-1
- WG-2
- WG-3
- WG-4
- WG-5



## RIVERWOOD LANDSCAPING COMMON GROUNDS

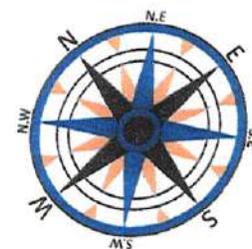
<b>Region</b>	<b>Five Regions of Common Grounds</b>	<b>Pages</b>
<b>A</b>	Riverwood Drive from SR776 (El Jobean Rd.) to Club Drive; including the Activity Campus, Willow Bend Road, Stonebridge and Willow Glen Common Areas.	4 - 9
<b>B</b>	Club Drive between Riverwood Drive and Rivermarsh Drive; including Lakeshore Village, Royal Oaks and Osprey Landing Common Areas.	11 - 15
<b>C</b>	Riverwood Drive between Club Drive and Brookville Avenue (Back Gate); including Fairway Lakes, Bay Ridge and Riverside Common Areas.	17 - 21
<b>D</b>	Riverwood Drive between Brookville Avenue (Back Gate) and Cedar Creek Drive; Creekside Lane between Riverwood Drive entrance of Stillwater Trace; including Westport Ridge, Driftwood Pointe, Oyster Bay, River Run, Channel Ridge Redfin Shores, Fishers Landing, Estuary and Clipper Cove Common Areas.	23- 36
<b>E</b>	Club Drive from Rivermarsh Drive to the Tarpon Harbor Cul-de-Sac; including The Reserve, Silver Lakes, Eagle Trace, Logan's Pointe, Marlin Cove, Bailey's Pond and Tarpon Harbor Common Areas.	38 - 48

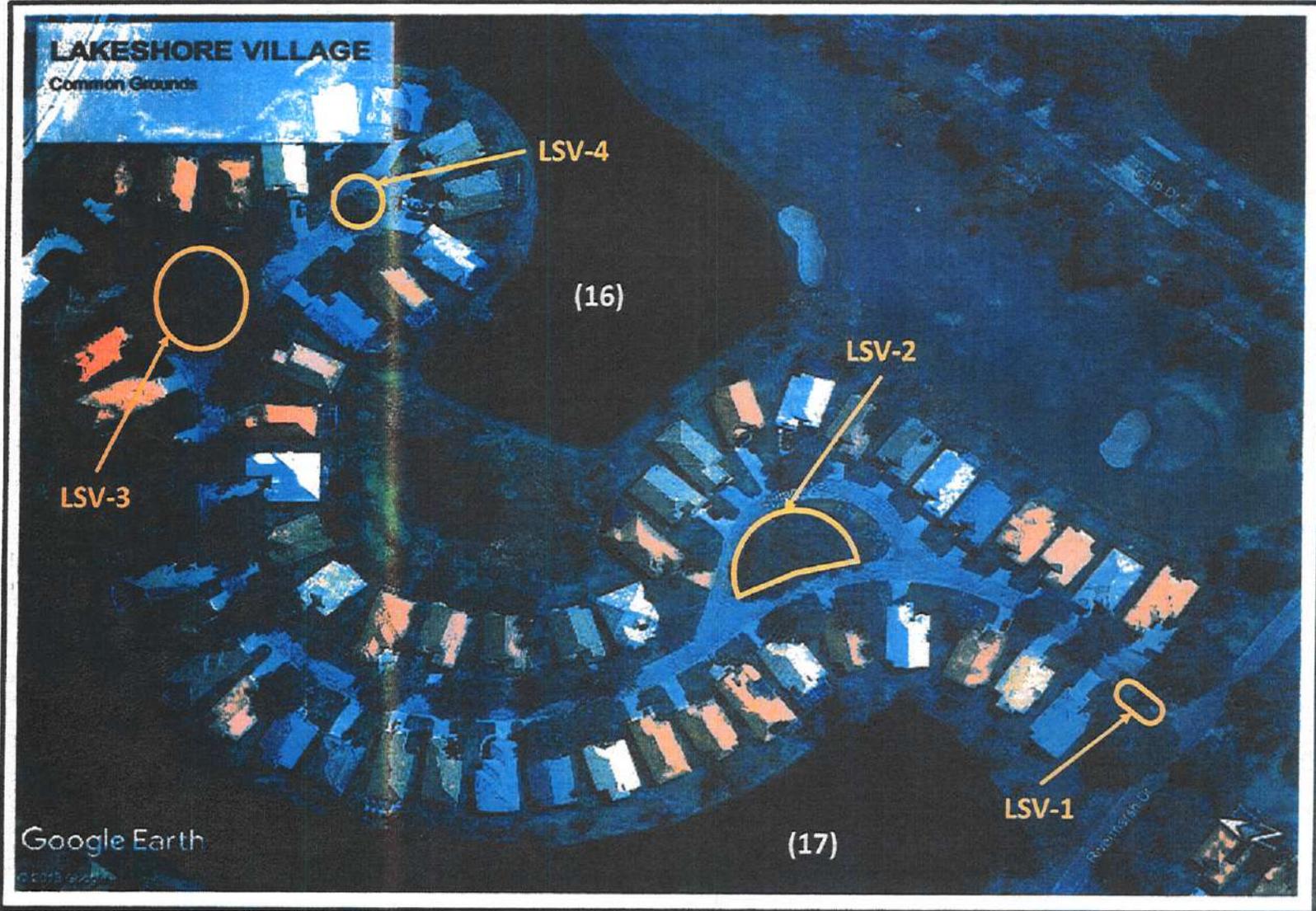




## REGION B Rivermarsh Drive

- RM-1
- RM-1L
- RM-1R
- RM-2L
- RM-2R
- RM-3L
- RM-3R

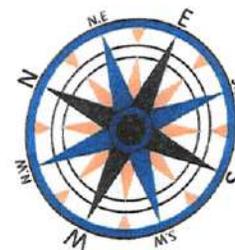


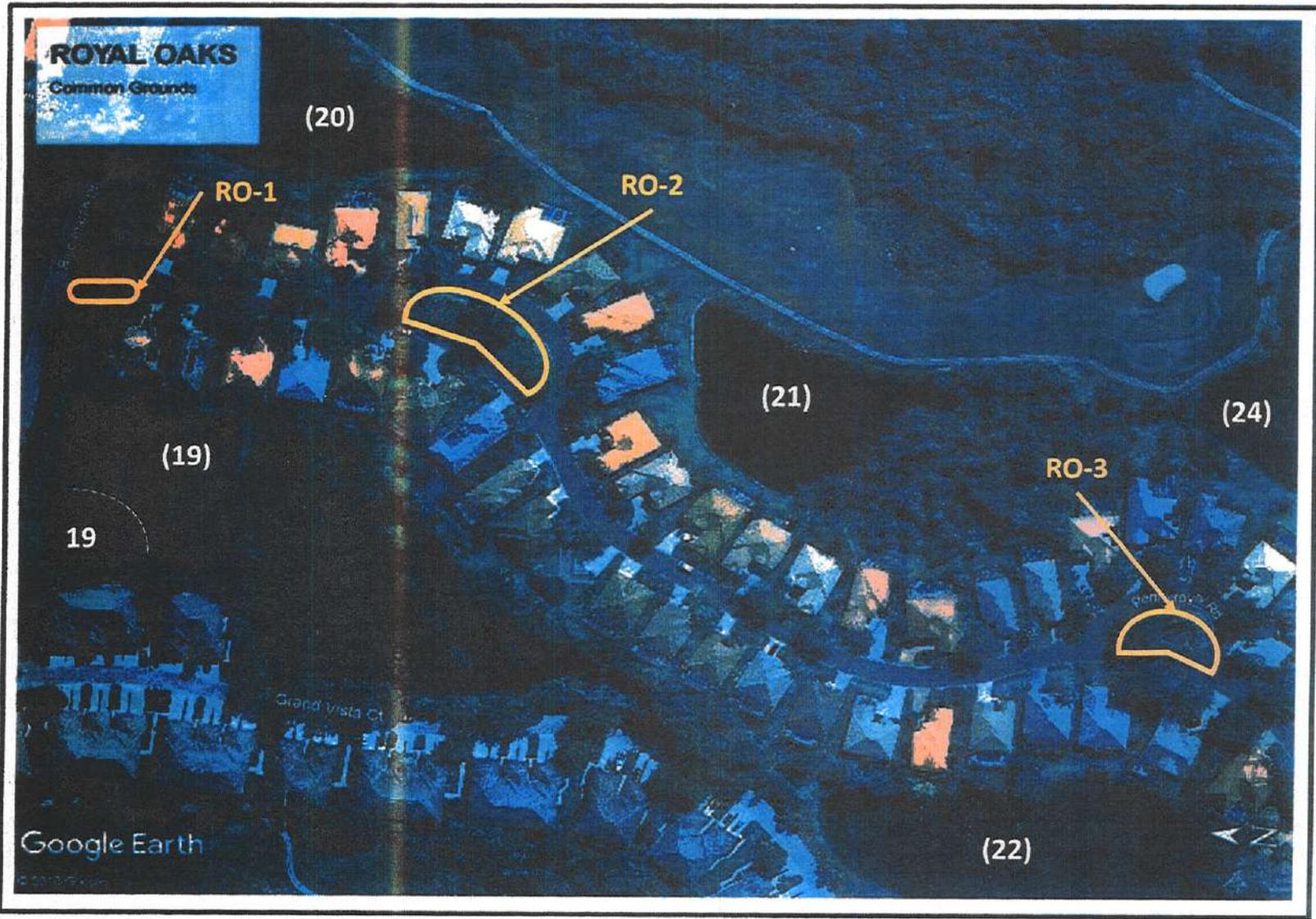


## REGION B

### Lakeshore Village

- LSV-1
- LSV-2
- LSV-3
- LSV-4

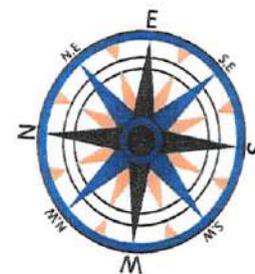


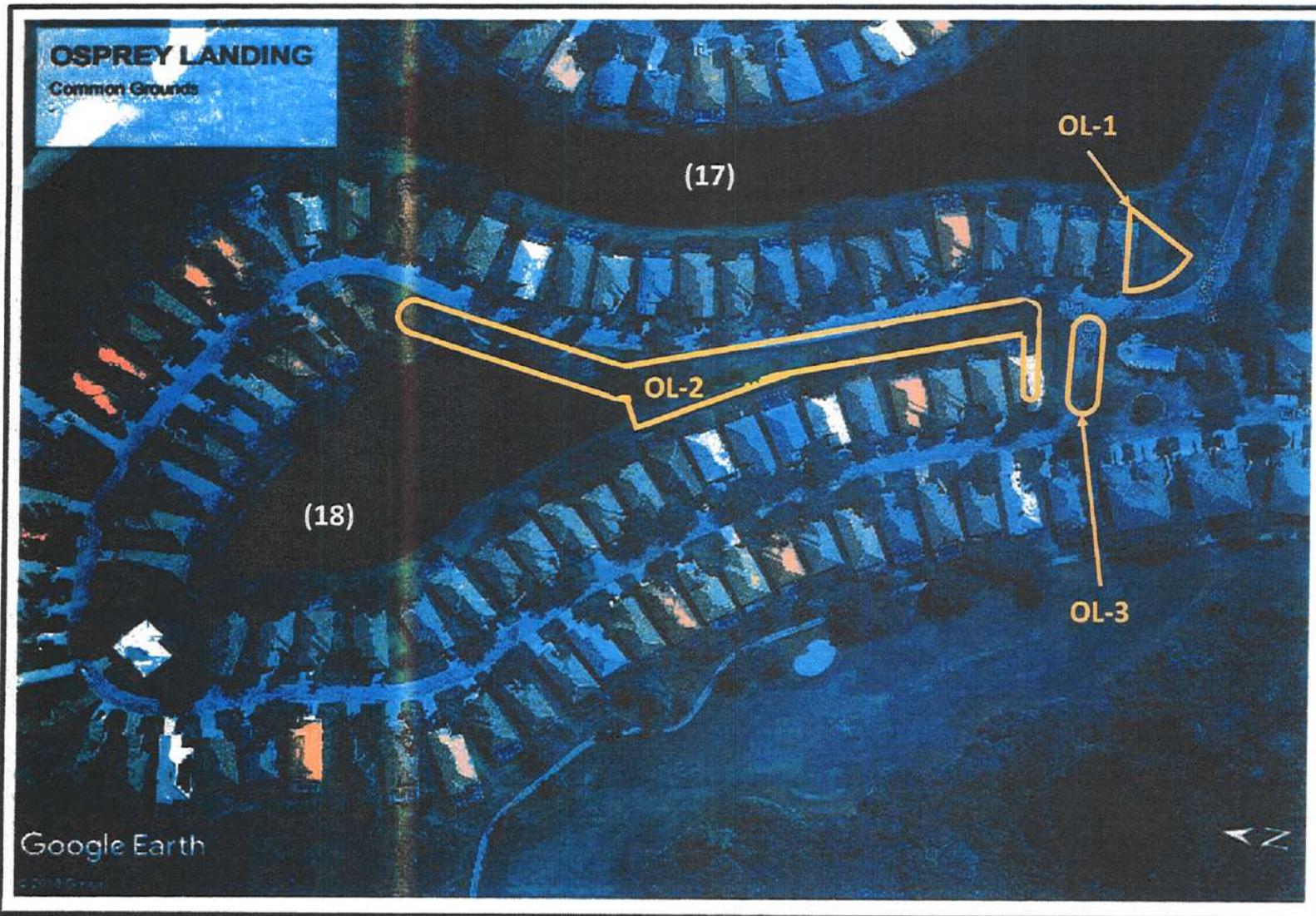


## REGION B

### Royal Oaks

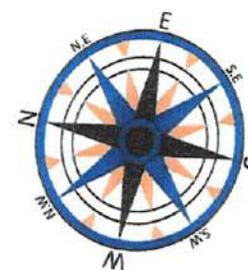
- RO-1
- RO-2
- RO-3





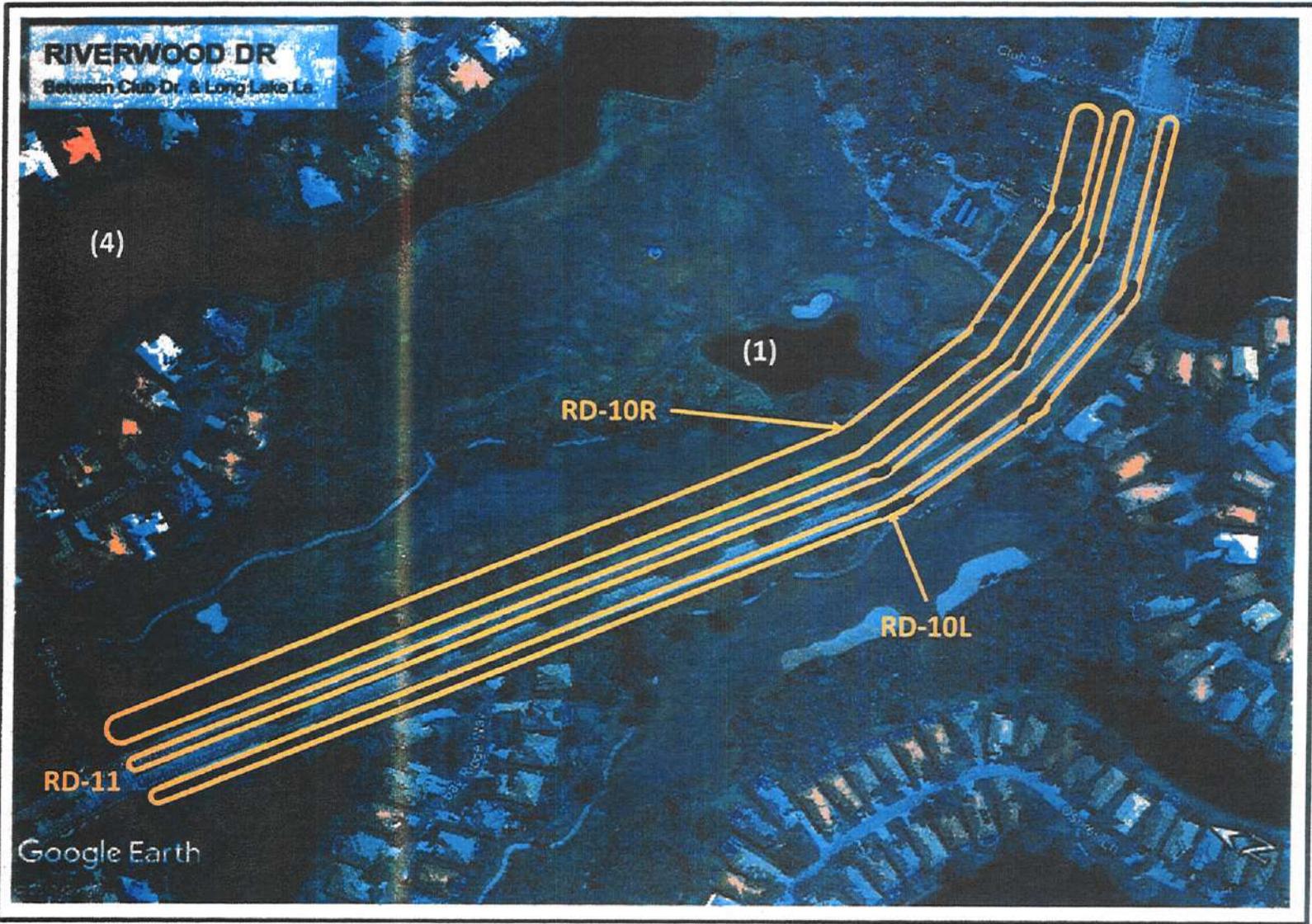
## REGION B Osprey Landing

- OL-1
- OL-2
- OL-3



## RIVERWOOD LANDSCAPING COMMON GROUNDS

Region	Five Regions of Common Grounds	Pages
<b>A</b>	Riverwood Drive from SR776 (El Jobean Rd.) to Club Drive; including the Activity Campus, Willow Bend Road, Stonebridge and Willow Glen Common Areas.	4 - 9
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<b>C</b>	Riverwood Drive between Club Drive and Brookville Avenue (Back Gate); including Fairway Lakes, Bay Ridge and Riverside Common Areas.	17 - 21
<b>D</b>	Riverwood Drive between Brookville Avenue (Back Gate) and Cedar Creek Drive; Creekside Lane between Riverwood Drive entrance of Stillwater Trace; including Westport Ridge, Driftwood Pointe, Oyster Bay, River Run, Channel Ridge Redfin Shores, Fishers Landing, Estuary and Clipper Cove Common Areas.	23- 36
<b>E</b>	Club Drive from Rivermarsh Drive to the Tarpon Harbor Cul-de-Sac; including The Reserve, Silver Lakes, Eagle Trace, Logan's Pointe, Marlin Cove, Bailey's Pond and Tarpon Harbor Common Areas.	38 - 48

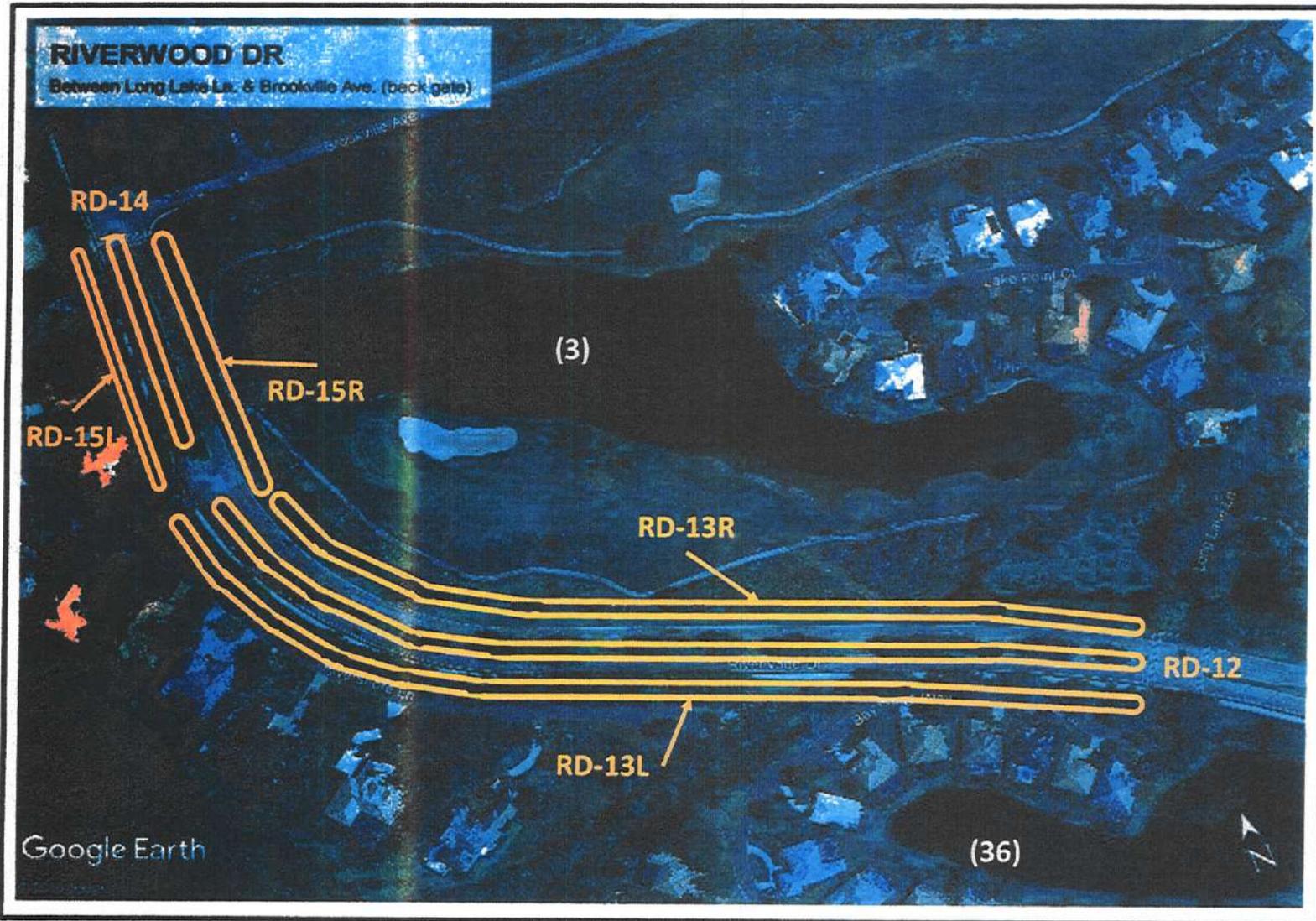


## REGION C

### Riverwood Drive

- RD-10L
- RD-10R
- RD-11

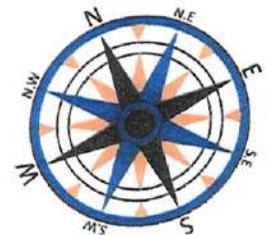




## REGION C

### Riverwood Drive

- RD-12
- RD-13L
- RD-13R
- RD-14
- RD-15L
- RD-15R

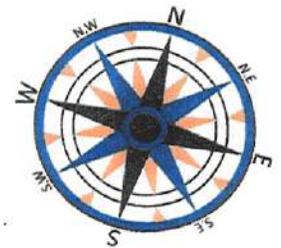


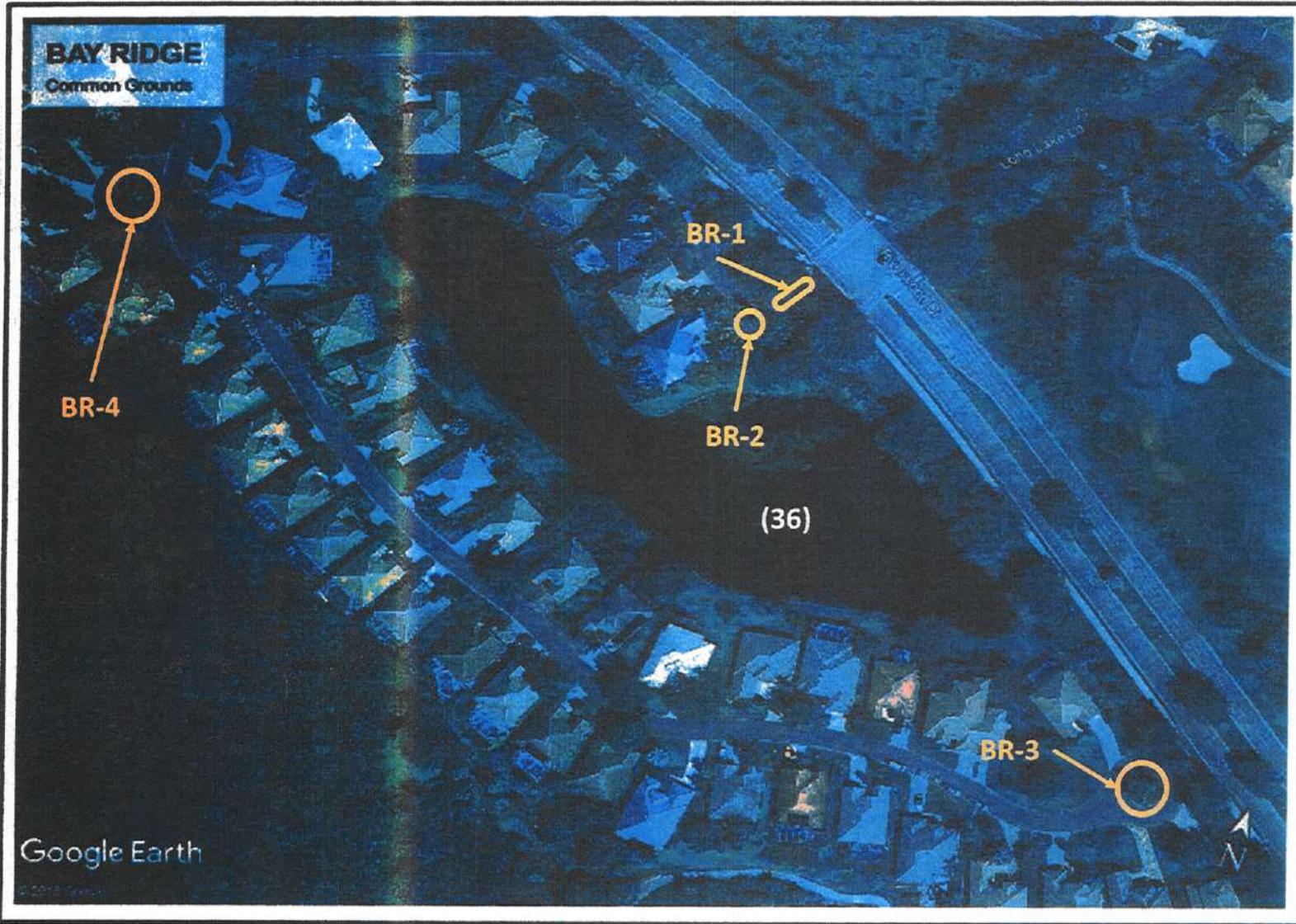


## REGION C

### Fairway Lakes

- FWL-1
- FWL-1L
- FWL-1R
- FWL-2
- FWL-3
- FWL-4
- FWL-5
- FWL-6
- FWL-7

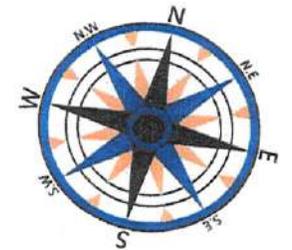


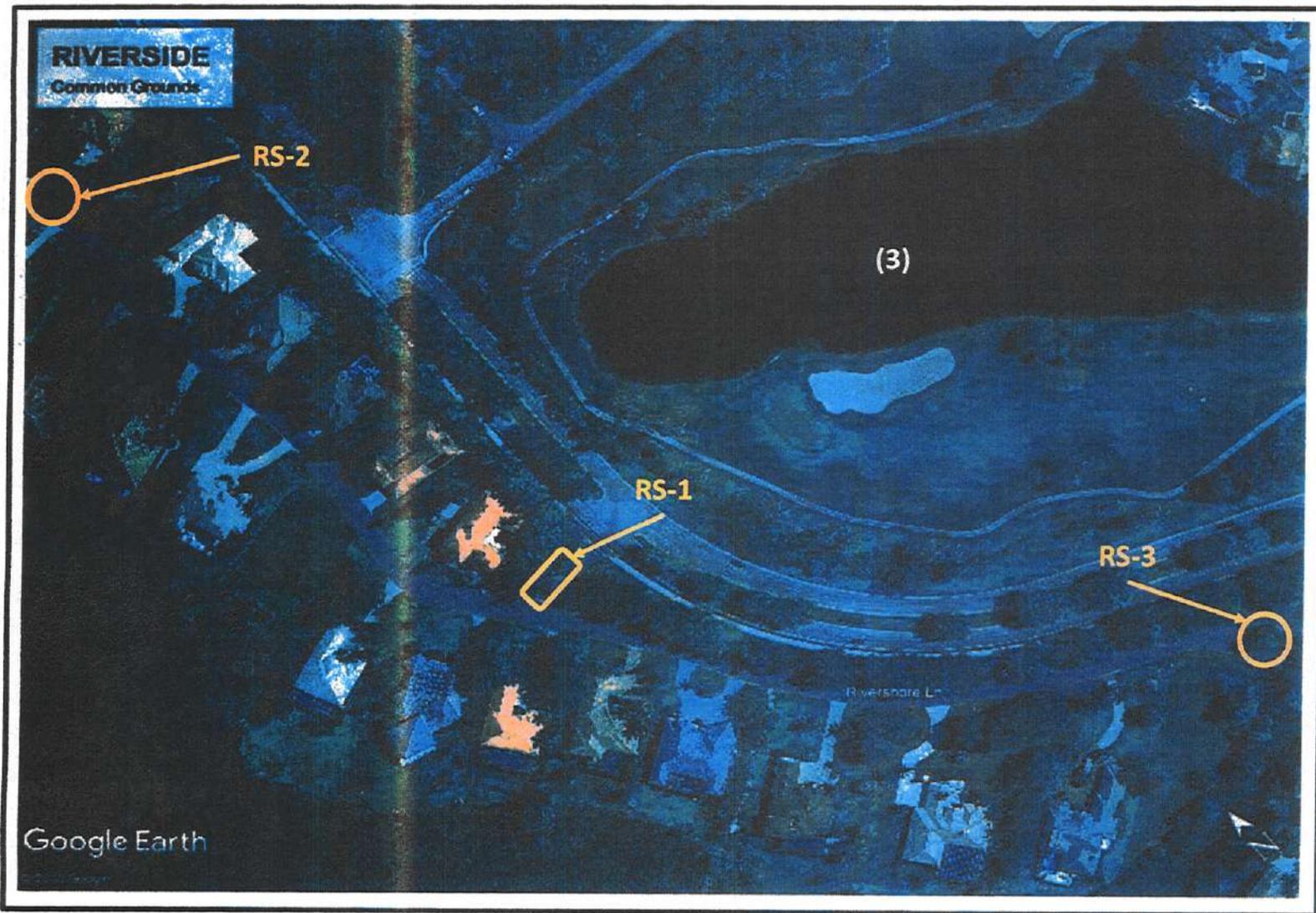


## REGION C

### BAY RIDGE

- BR-1
- BR-2
- BR-3
- BR-4





## REGION C

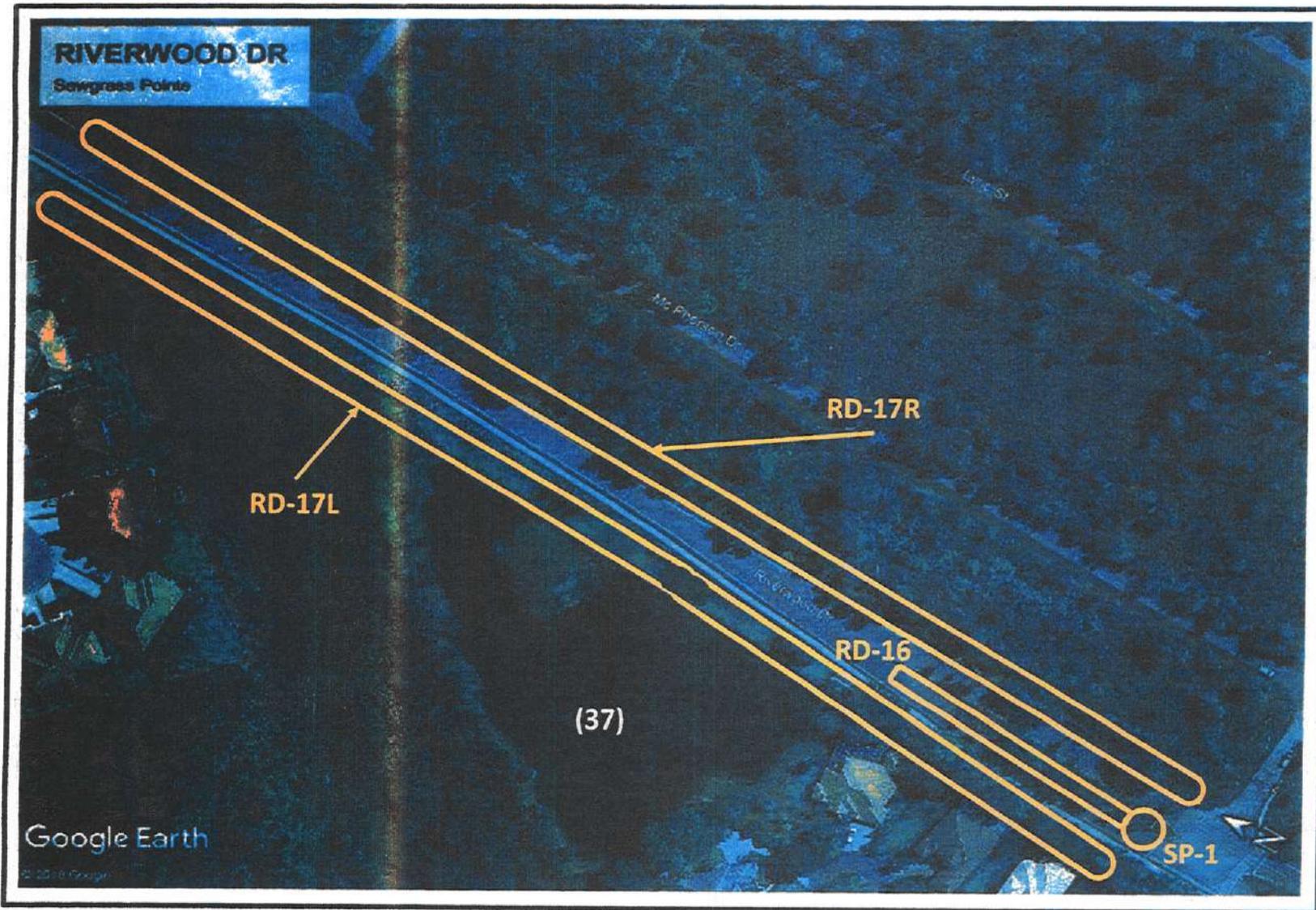
### Riverside

- RS-1
- RS-2
- RS-3



## RIVERWOOD LANDSCAPING COMMON GROUNDS

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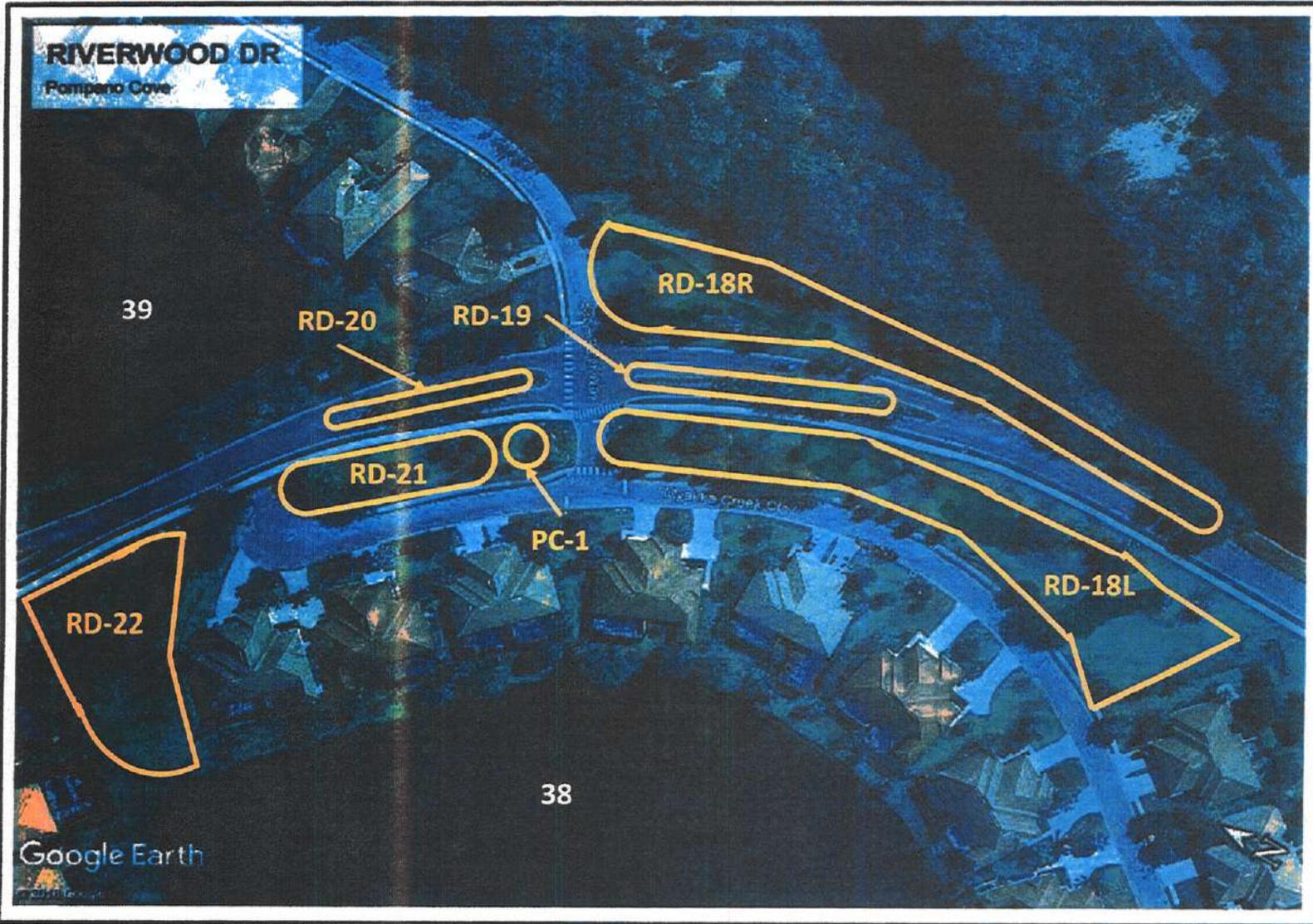


## REGION D

Riverwood Drive  
Sawgrass Pointe

- SP-1
- RD-16
- RD-17L
- RD-17R





## REGION D

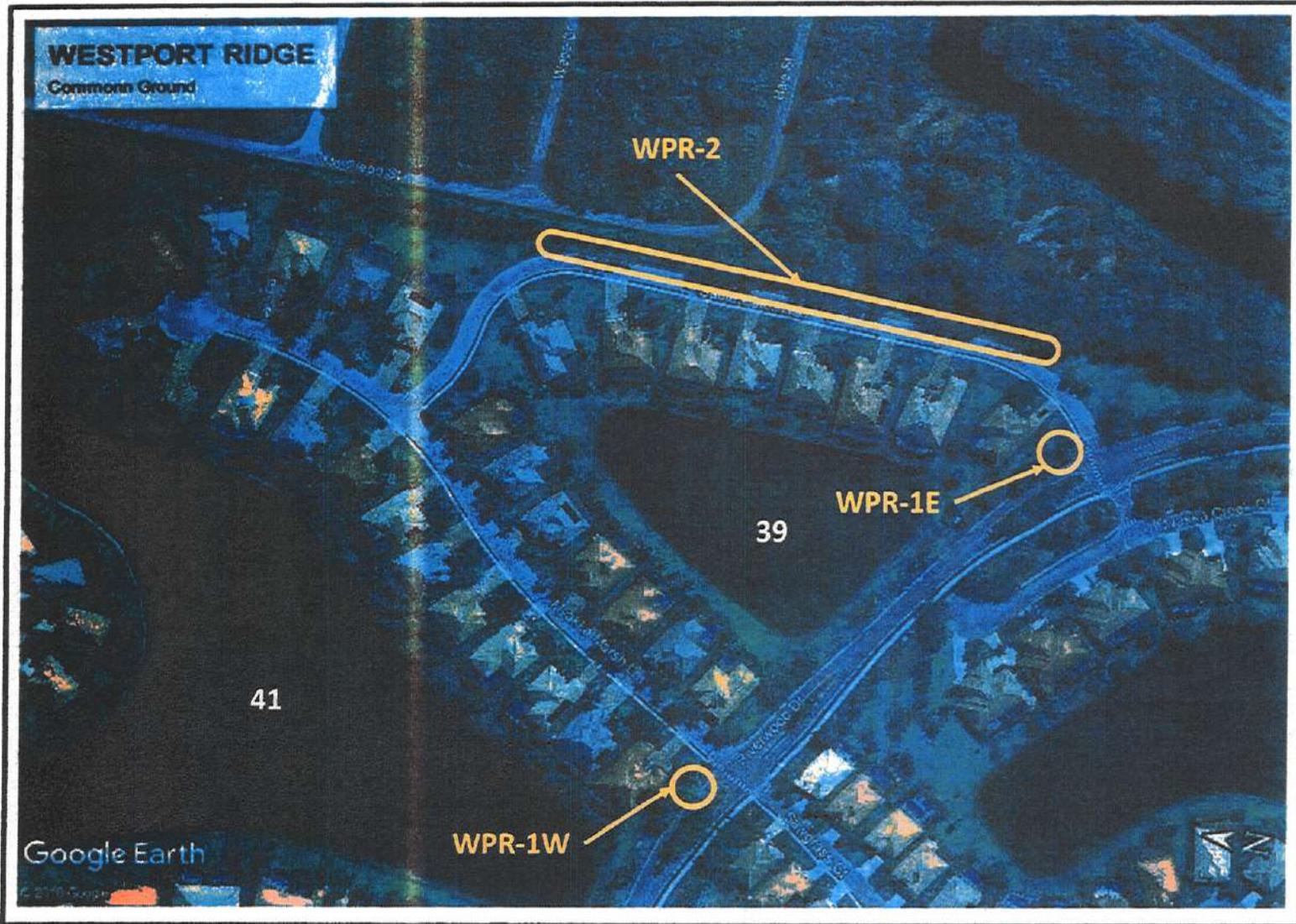
### Riverwood Drive

- RD-18L
- RD-18R
- RD-19
- RD-20
- RD-21
- RD-22

### Pompano Cove

- PC-1





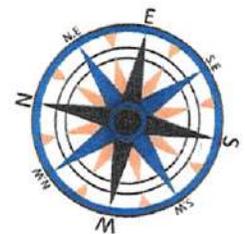
## REGION D

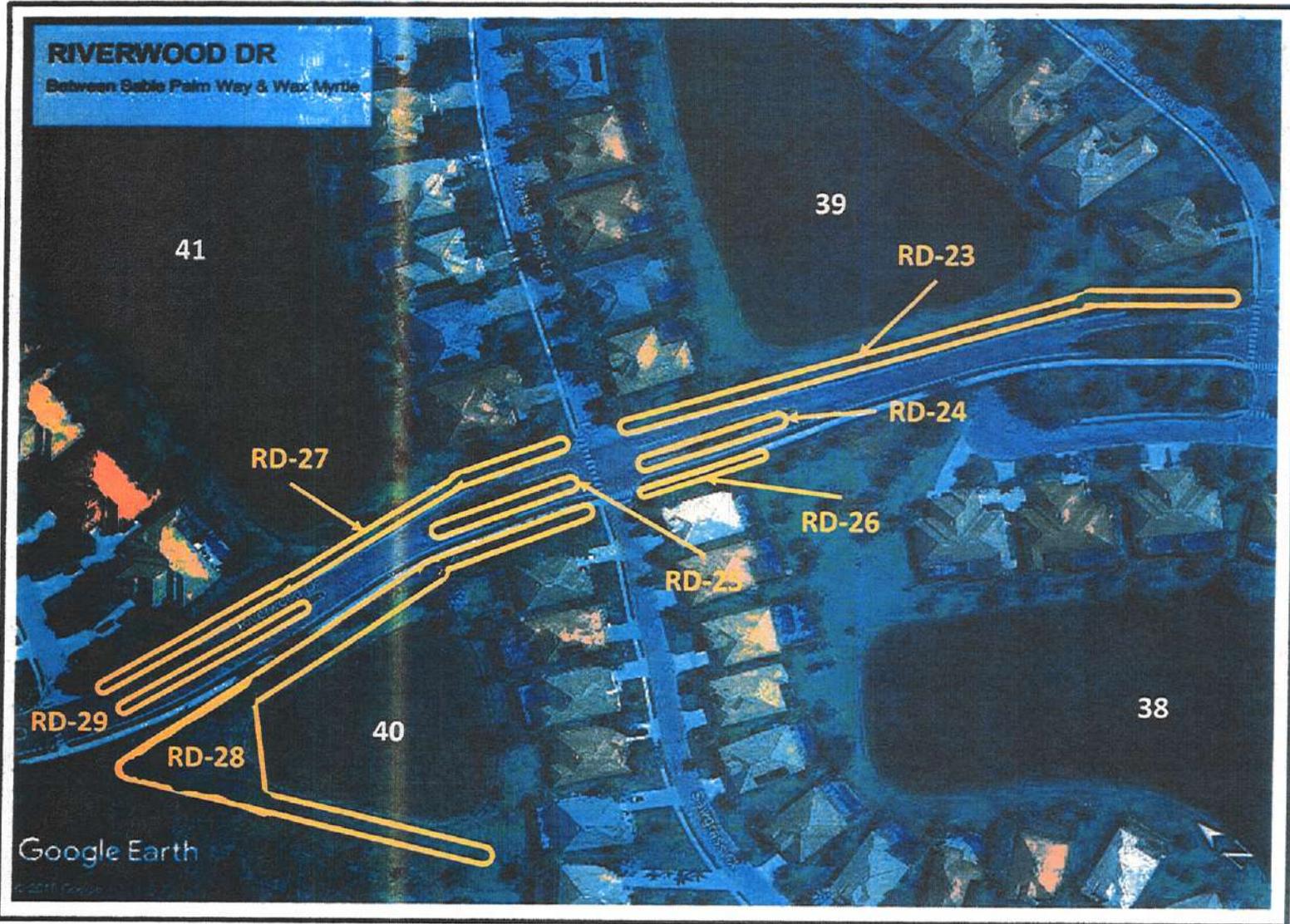
Westport Ridge

WPR-1E

WPR-1W

WPR-2

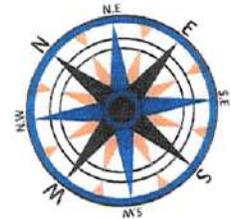


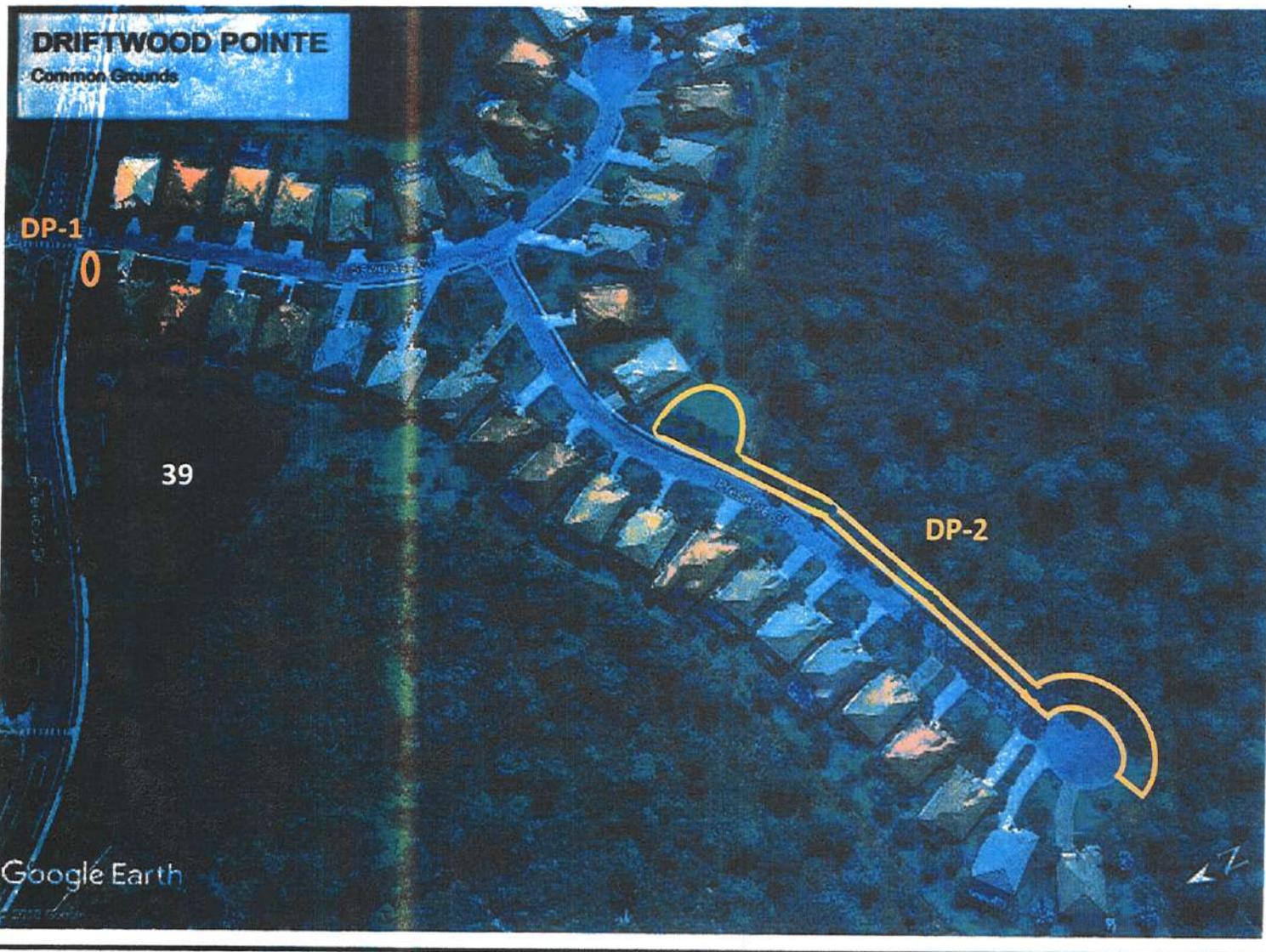


## REGION D

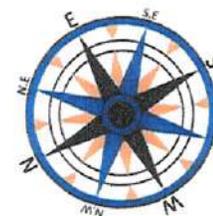
### Riverwood Drive

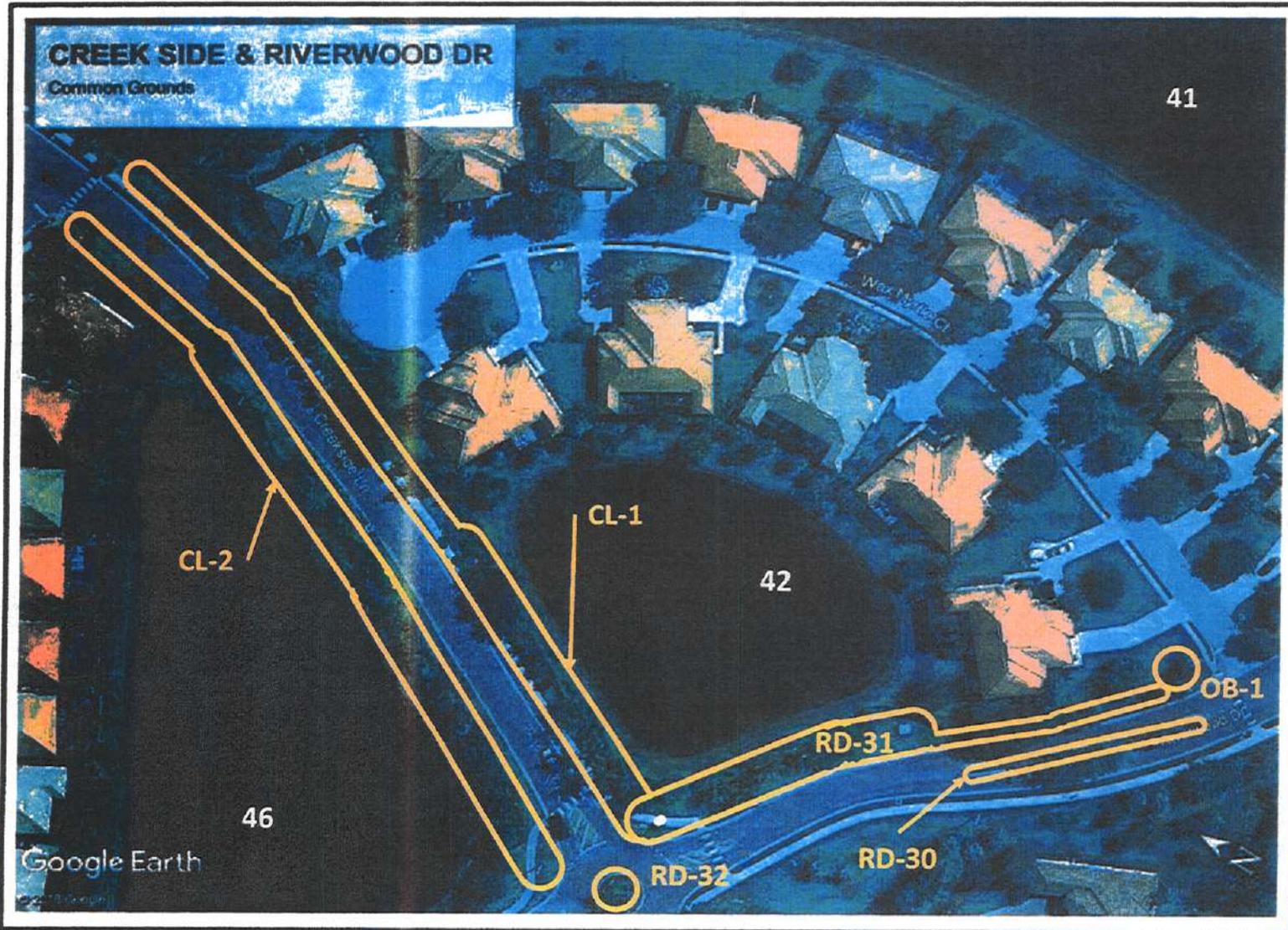
- RD-23
- RD-24
- RD-25
- RD-26
- RD-27
- RD-28
- RD-29



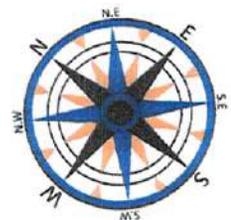


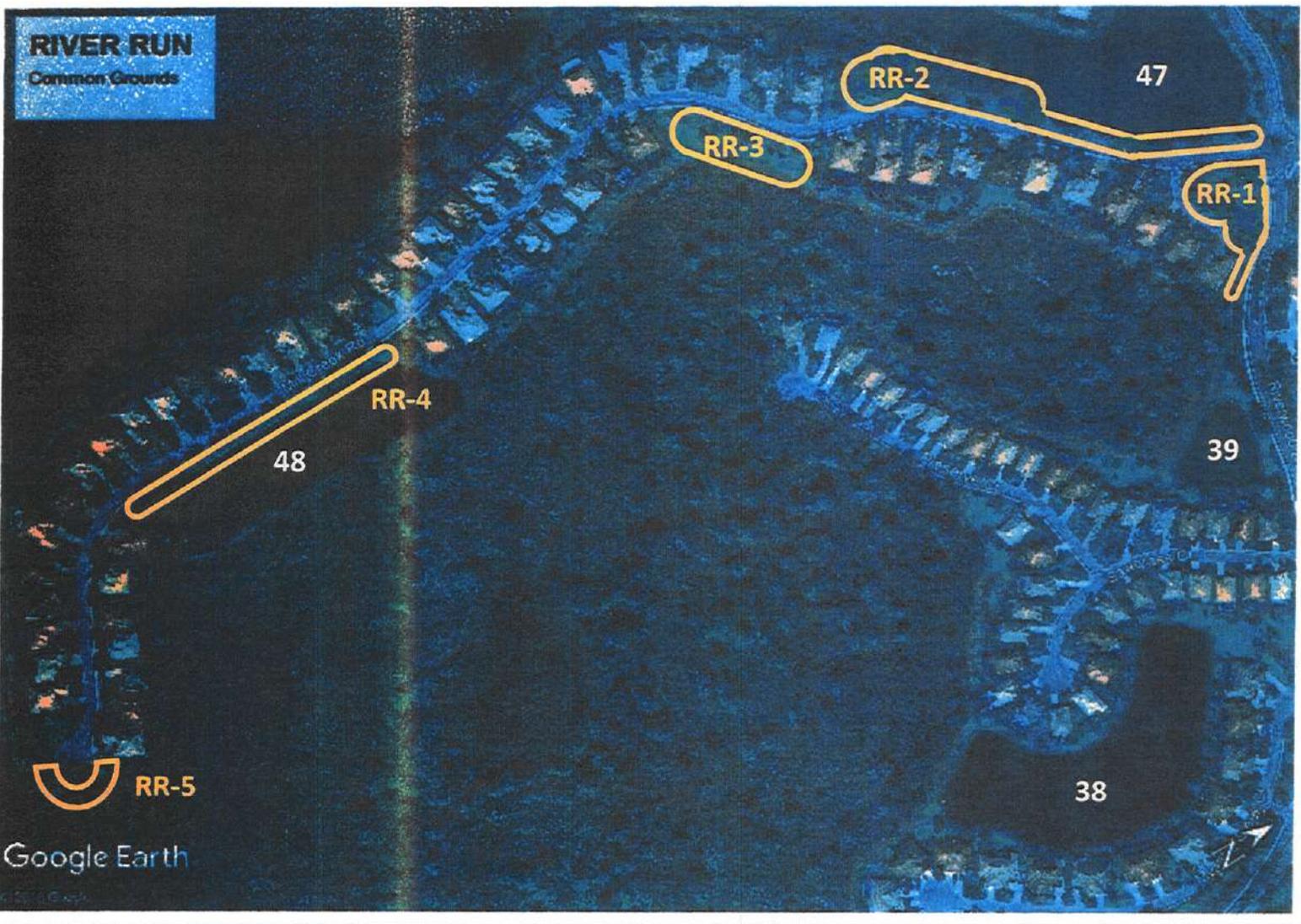
**REGION D**  
Driftwood Pointe  
DP-1  
DP-2 .





- REGION D**
- Creekside Lane
    - CL-1.
    - CL-2
  - Riverwood Drive
    - RD-30
    - RD-31
    - RD-32
  - Oyster Bay
    - OB-1



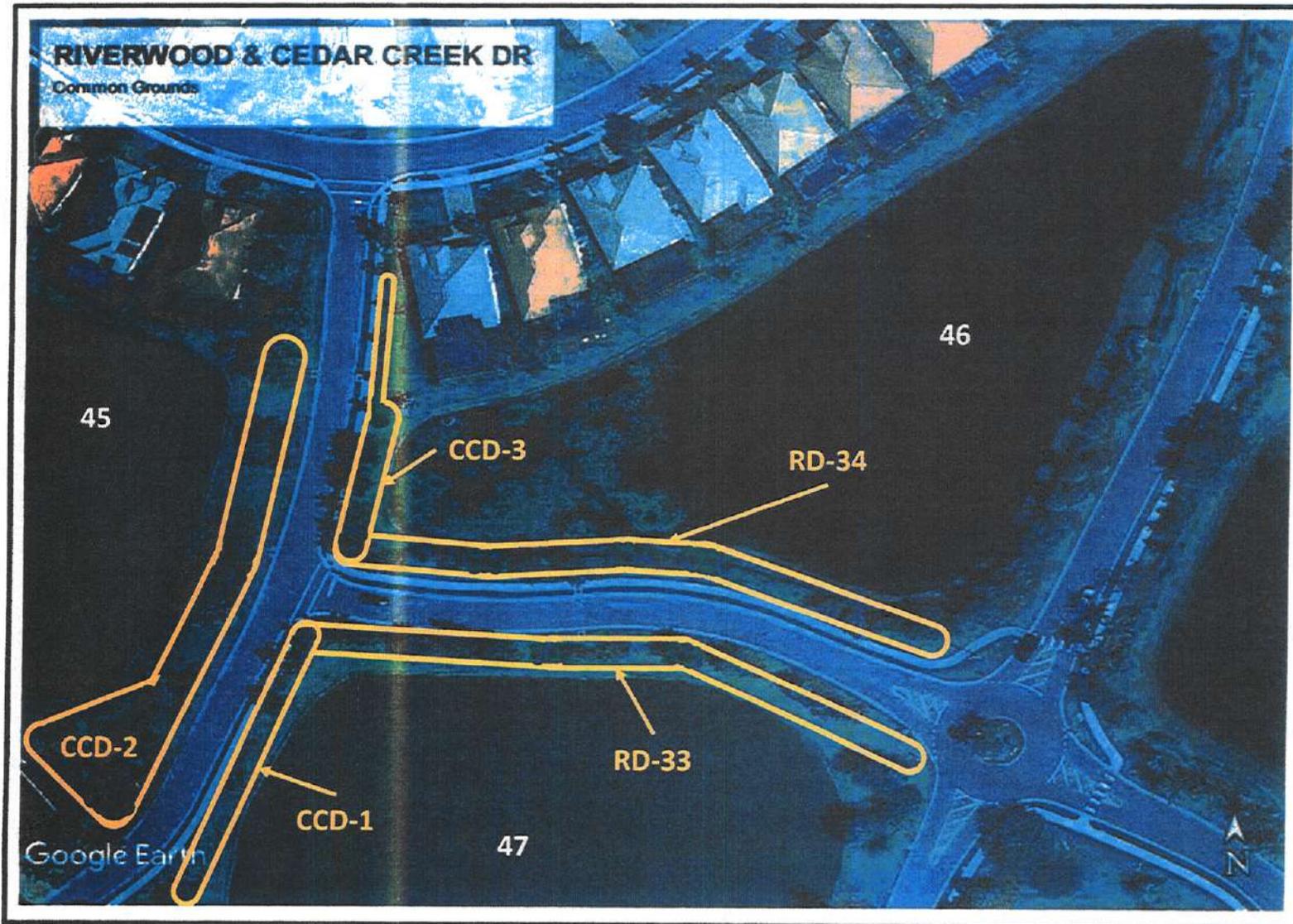


## REGION D

### River Run

- RR-1
- RR-2
- RR-3
- RR-4
- RR-5





## REGION D

### Riverwood Dr.

RD-33

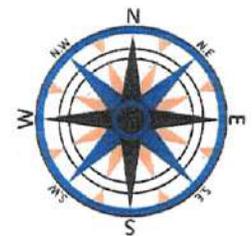
RD-34

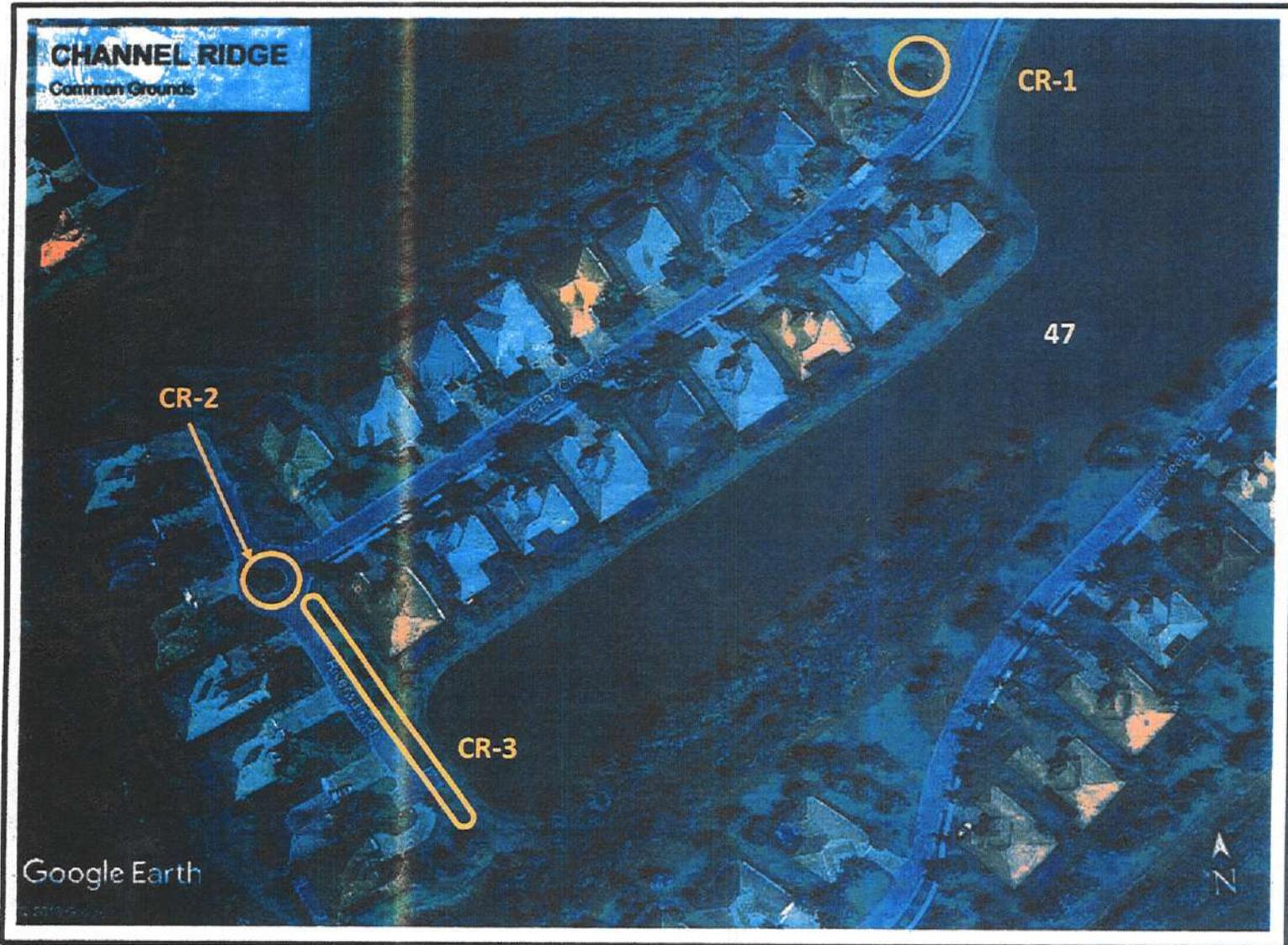
### Cedar Creek Drive

CCD-1

CCD-2

CCD-3





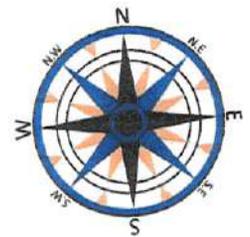
## REGION D

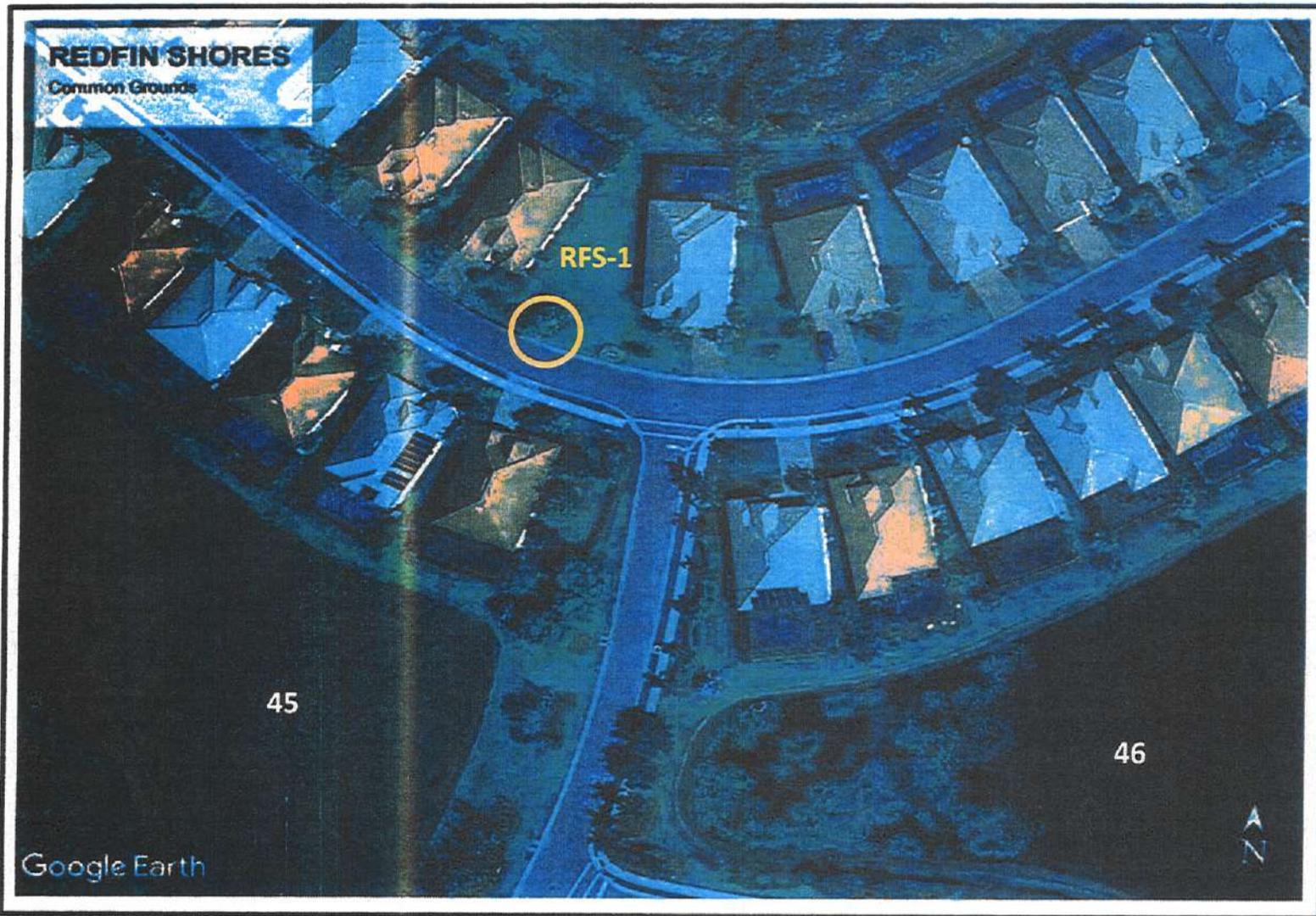
### Channel Ridge

CR-1

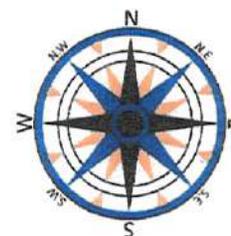
CR-2

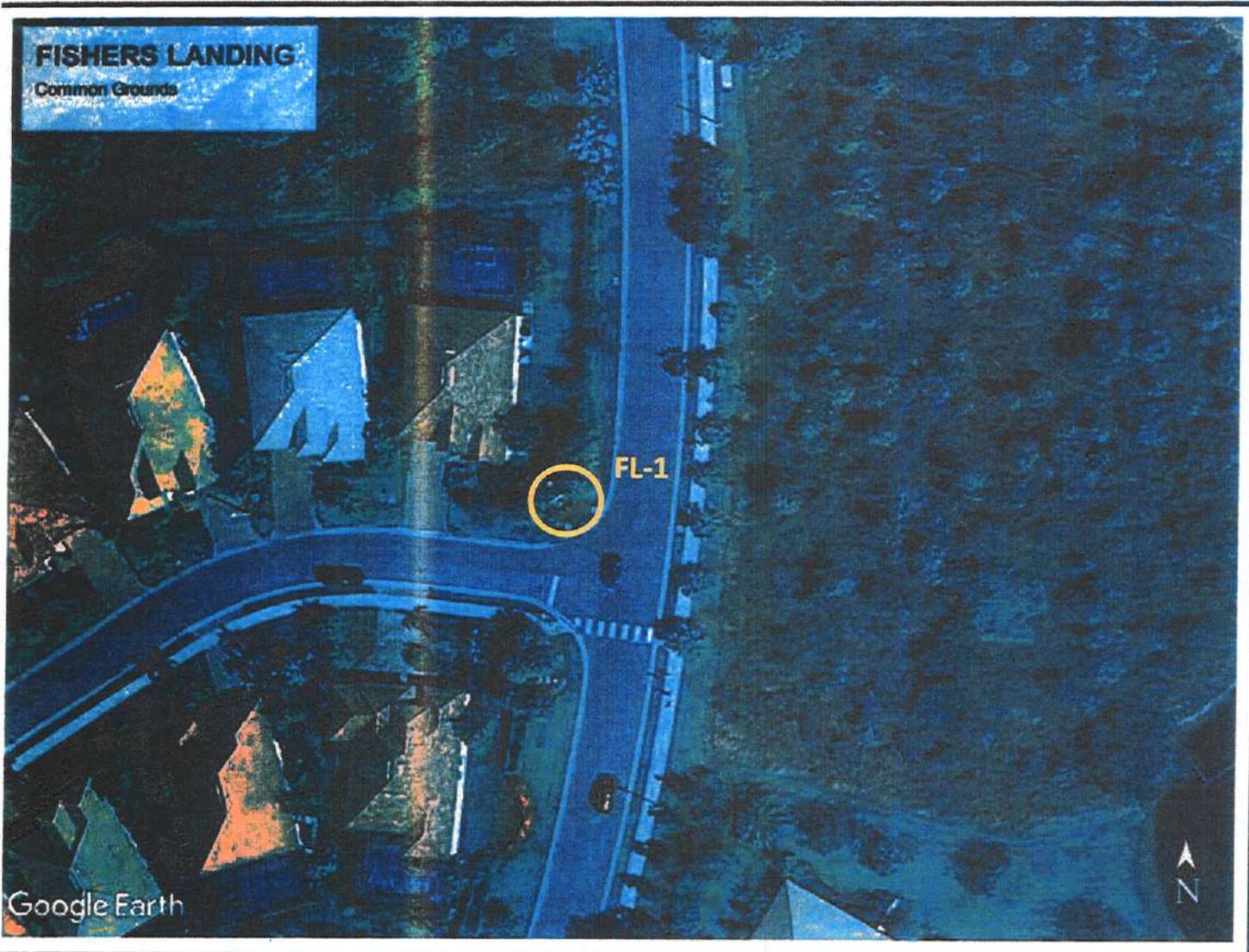
CR-3



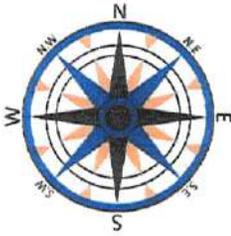


**REGION D**  
Redfin Shores  
RFS-1





**REGION D**  
Fisher's Landing  
FL-1





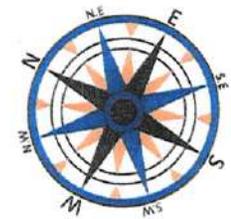
## REGION D

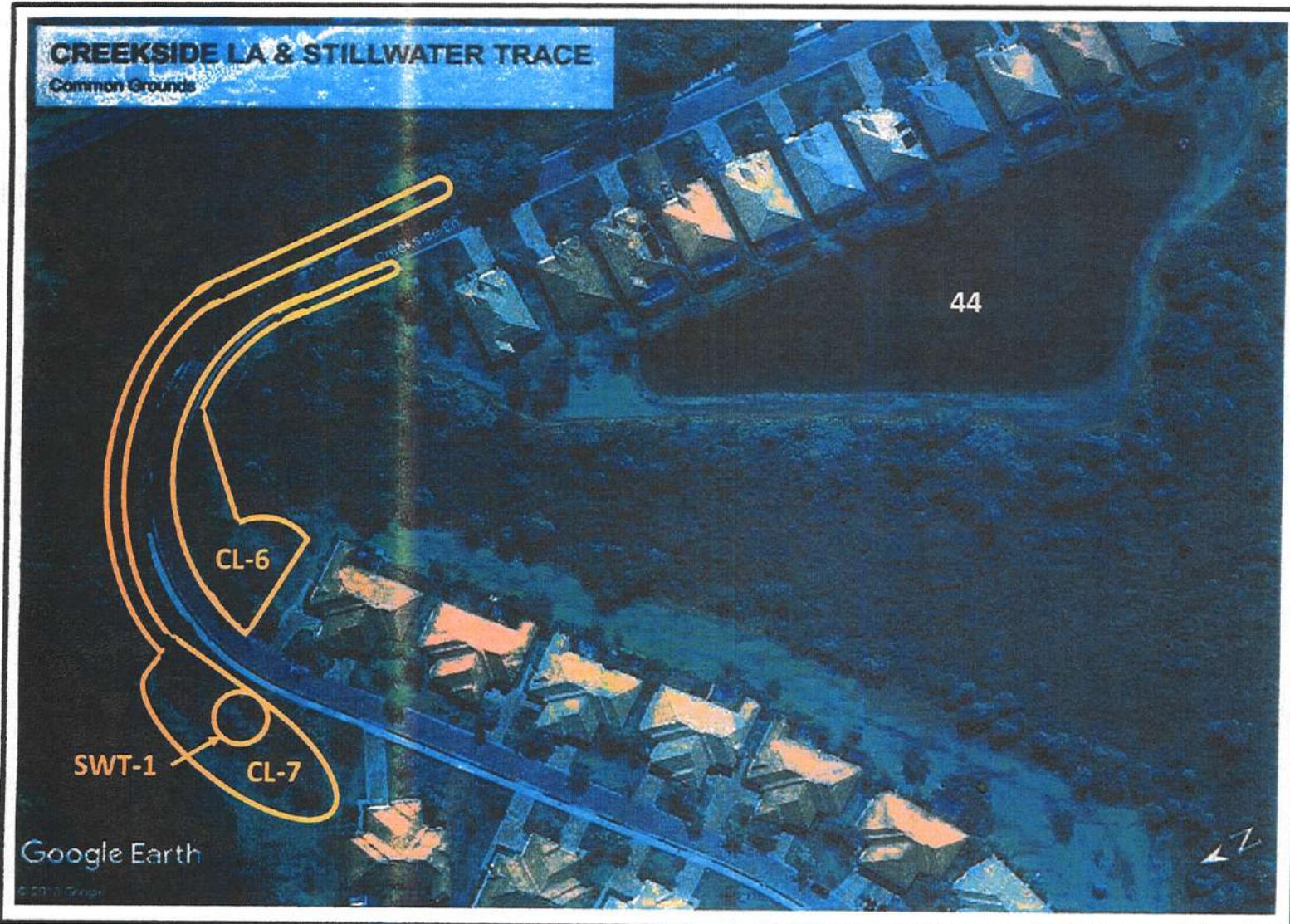
### Creekside Lane

- CL-3
- CL-4
- CL-5

### Clipper Cove

- CC-1





## REGION D

Creekside Lane

CL-6

CL-7

Stillwater Trace

SWT-1



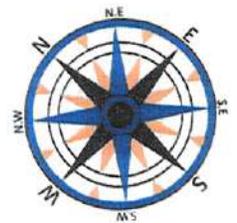


## REGION D

### Estuary

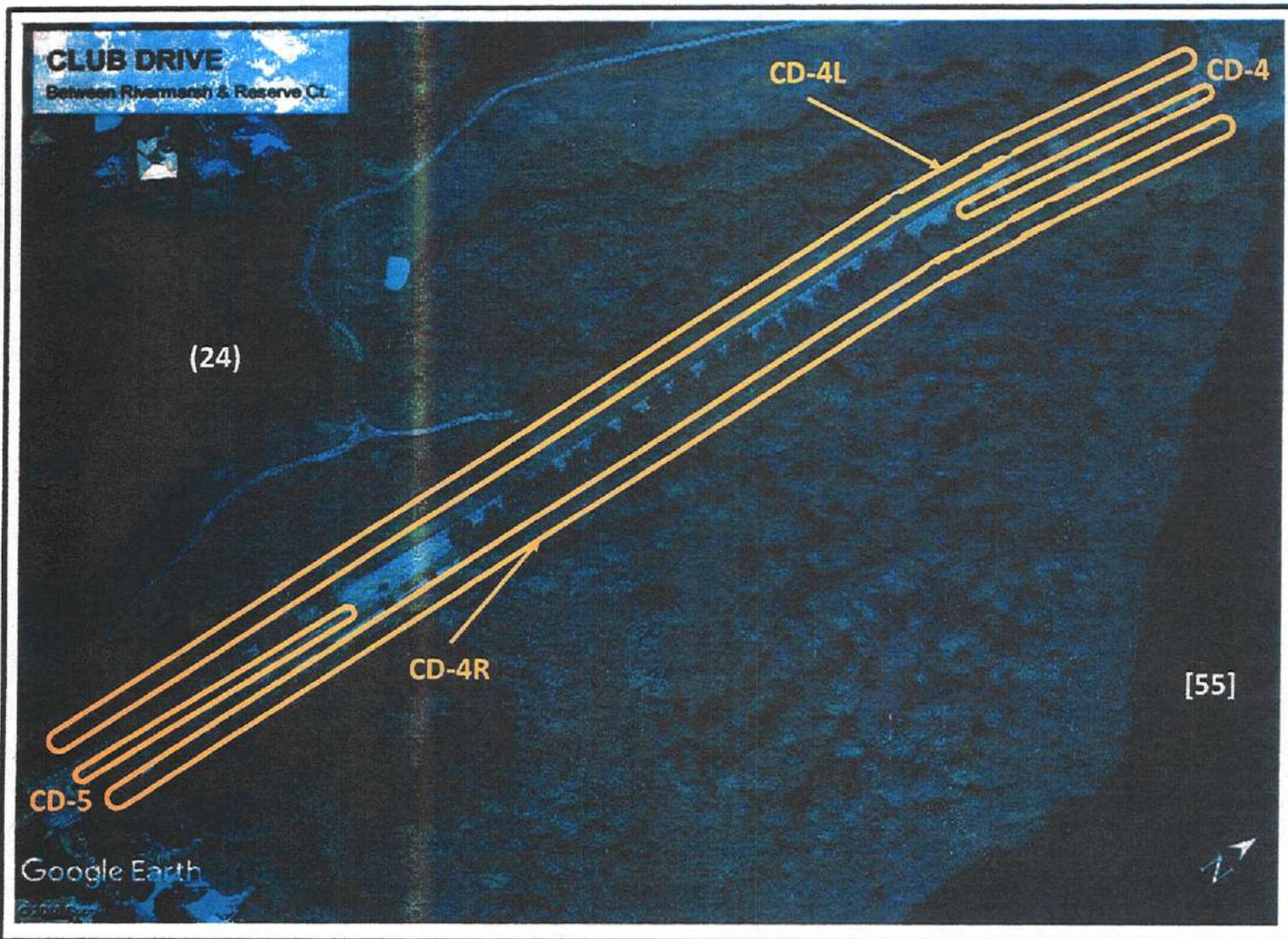
EST-1

EST-2



## RIVERWOOD LANDSCAPING COMMON GROUNDS

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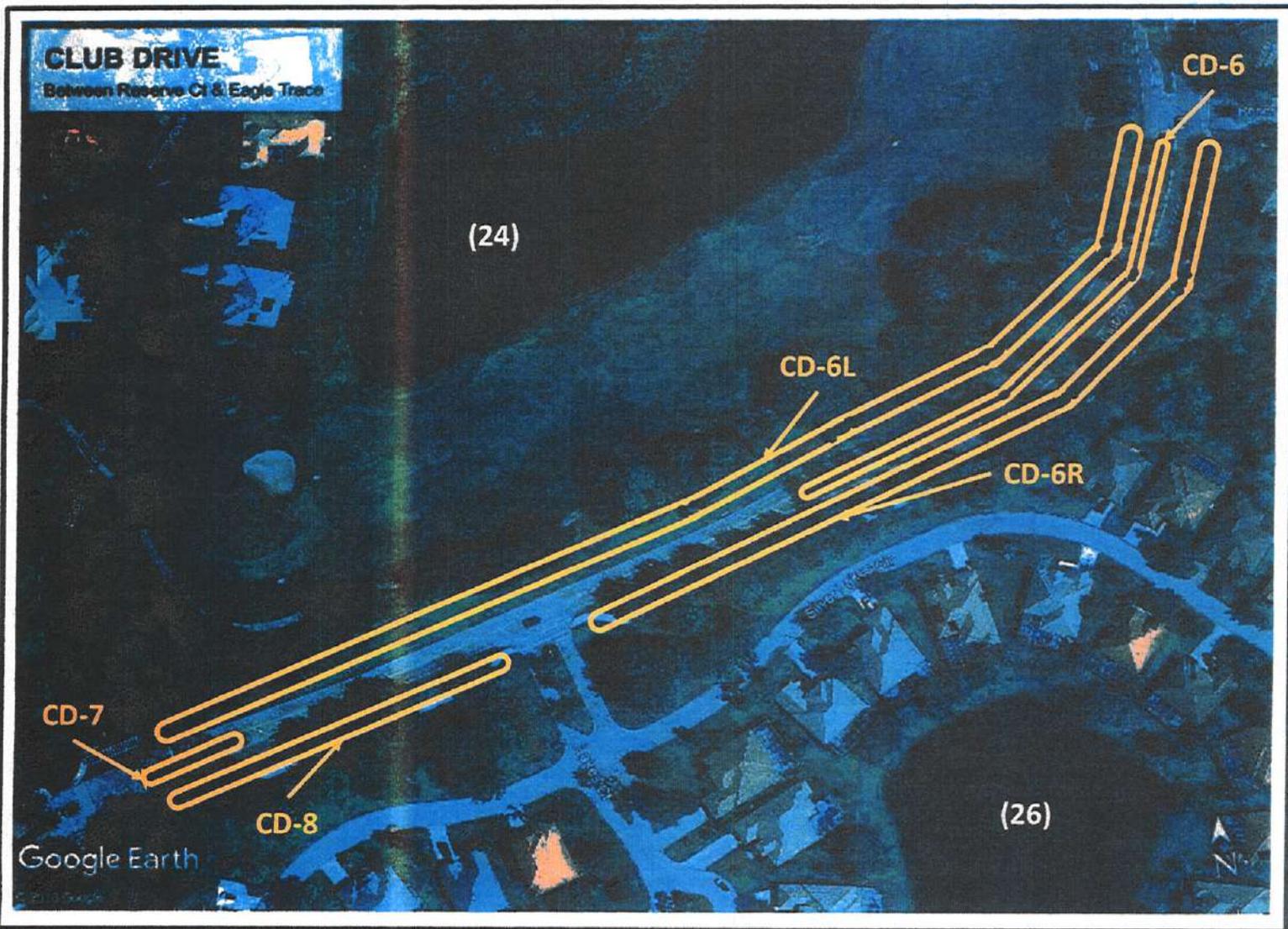


## REGION E

### Club Drive

- CD-4
- CD-4L
- CD-4R
- CD-5



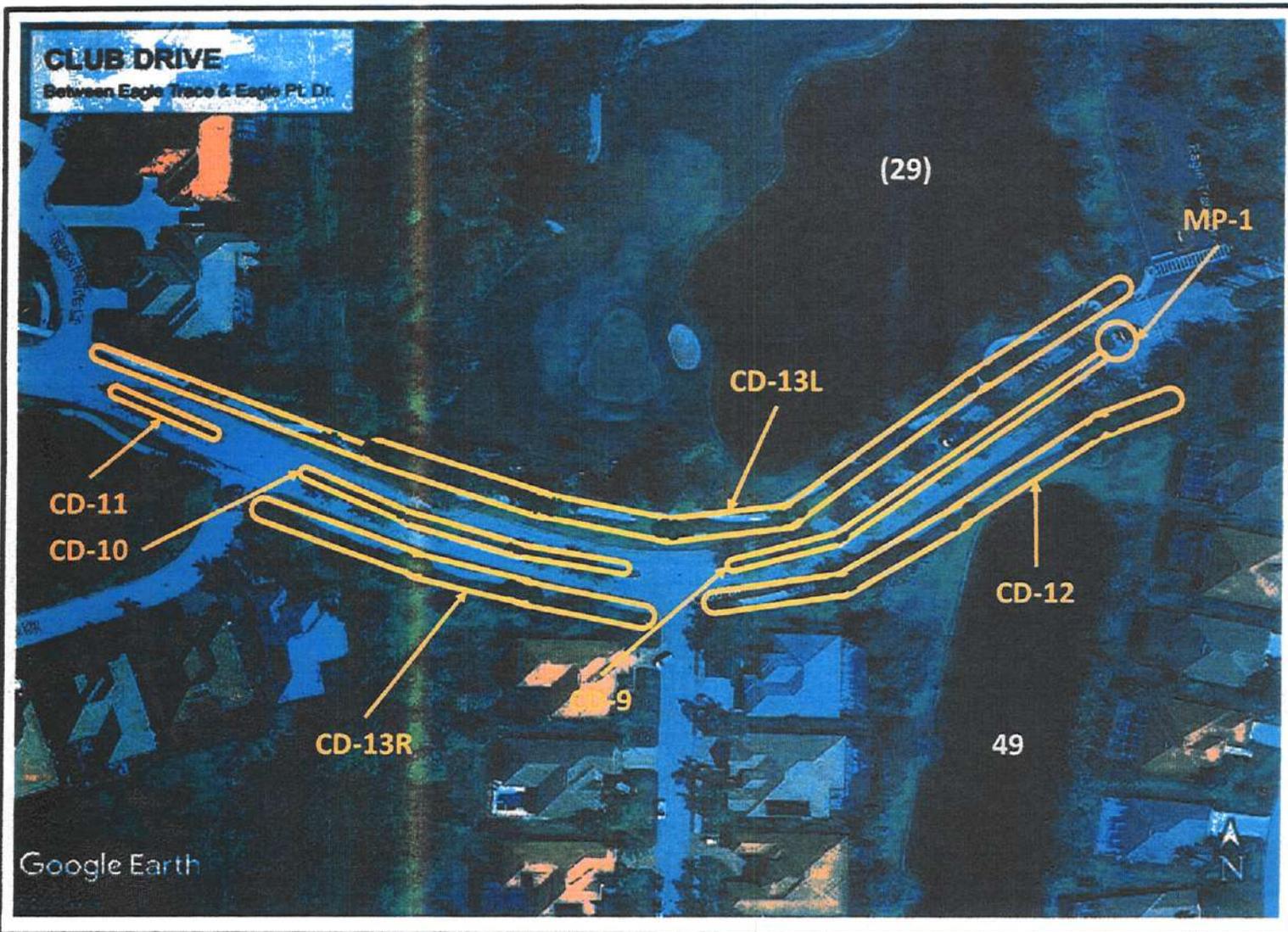


## REGION E

### Club Drive

- CD-6
- CD-6L
- CD-6R
- CD-7
- CD-8





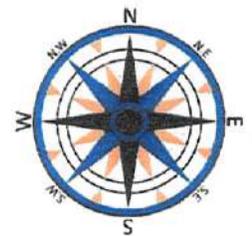
## REGION E

### Club Drive

- CD-9
- CD-10
- CD-11
- CD-12
- CD-13L
- CD-13R

### Myakka Point

- MP-1





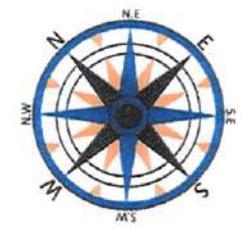
## REGION E

### Club Drive

- CD-14
- CD-15L
- CD-15R
- CD-16L
- CD-16R
- CD-17
- CD-18L
- CD-18R

### Tarpon Harbor

- TH-1



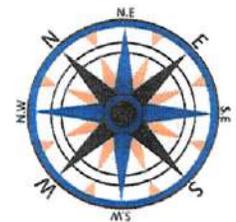


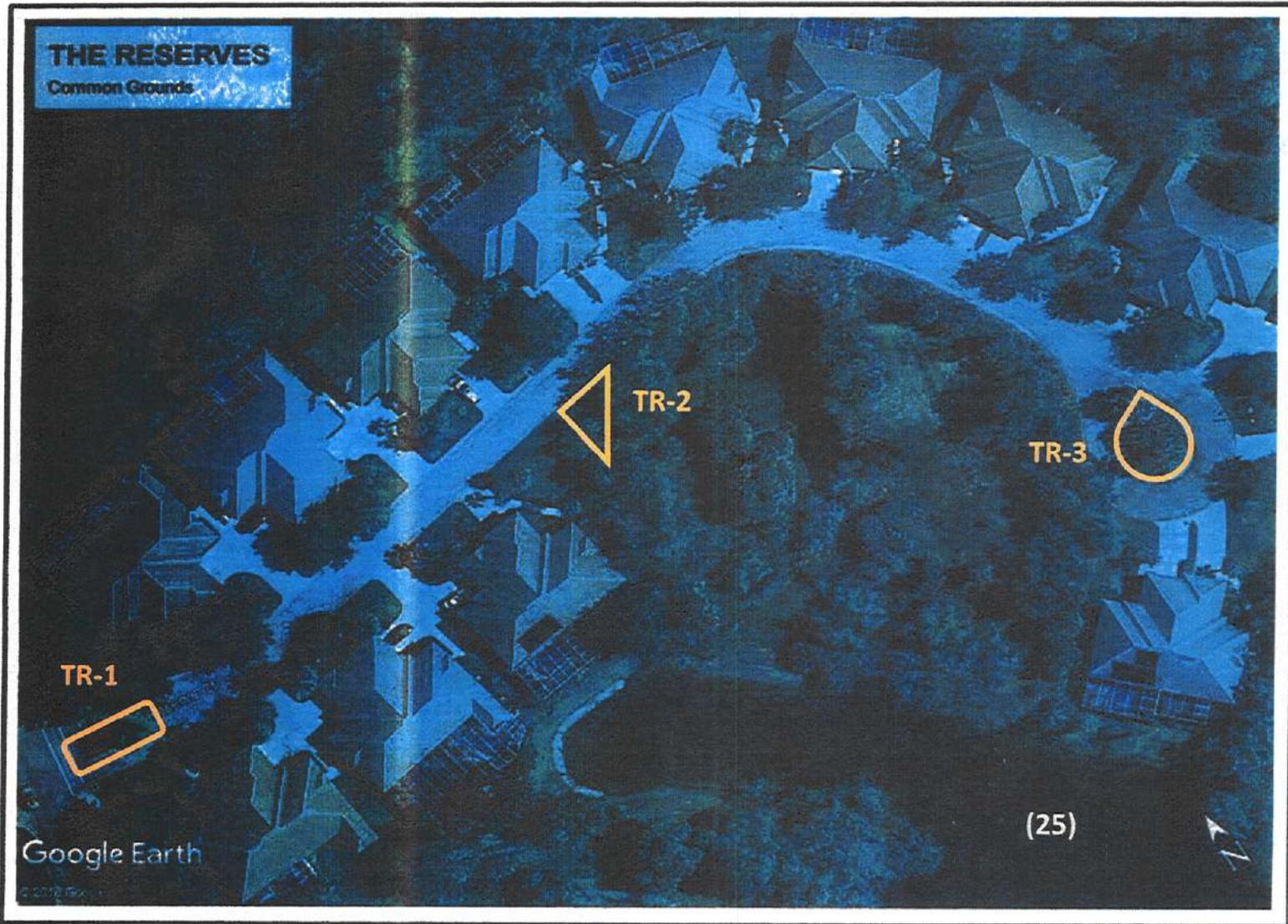
## REGION E

Club Drive  
CD-19

Parking Lot  
CDPL-1

Boardwalk  
CDBW-1

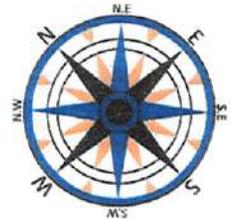


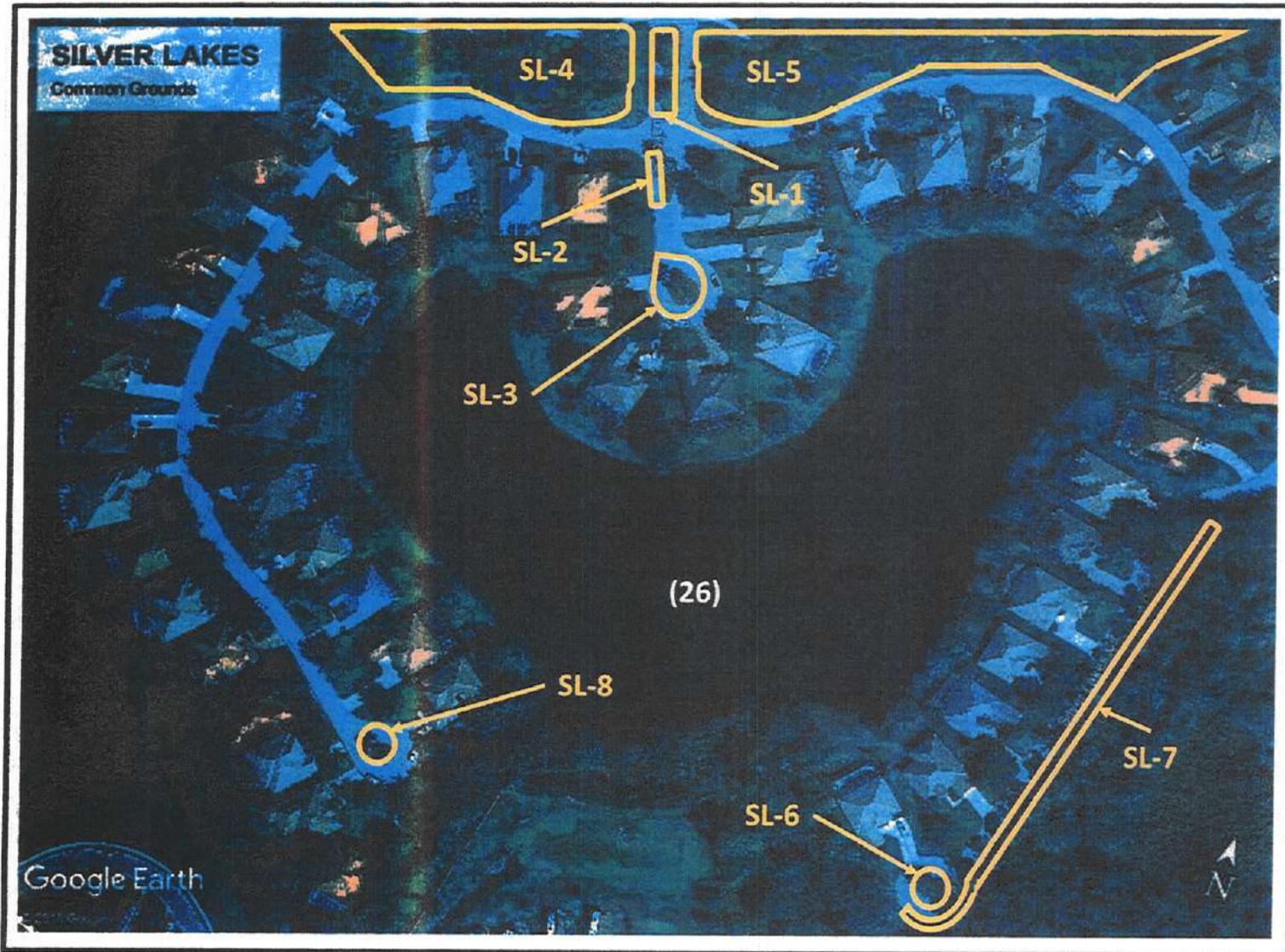


## REGION E

### The Reserve

- TR-1
- TR-2
- TR-3

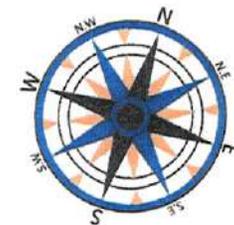


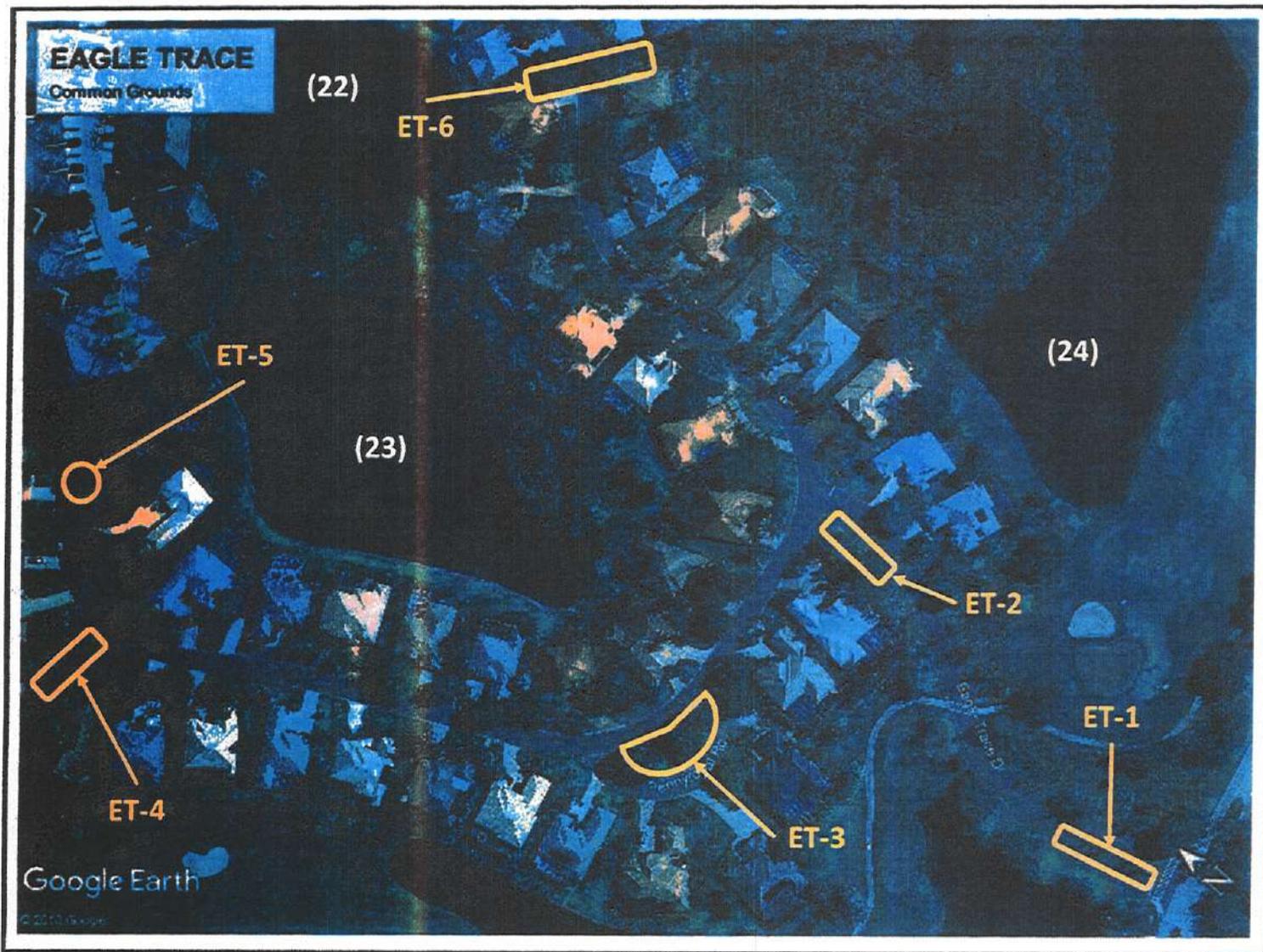


## REGION E

### Silver Lakes

- SL-1
- SL-2
- SL-3
- SL-4
- SL-5
- SL-6
- SL-7
- SL-8





## REGION E

### Eagle Trace

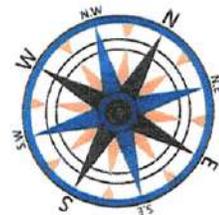
- ET-1
- ET-2
- ET-3
- ET-4
- ET-5
- ET-6

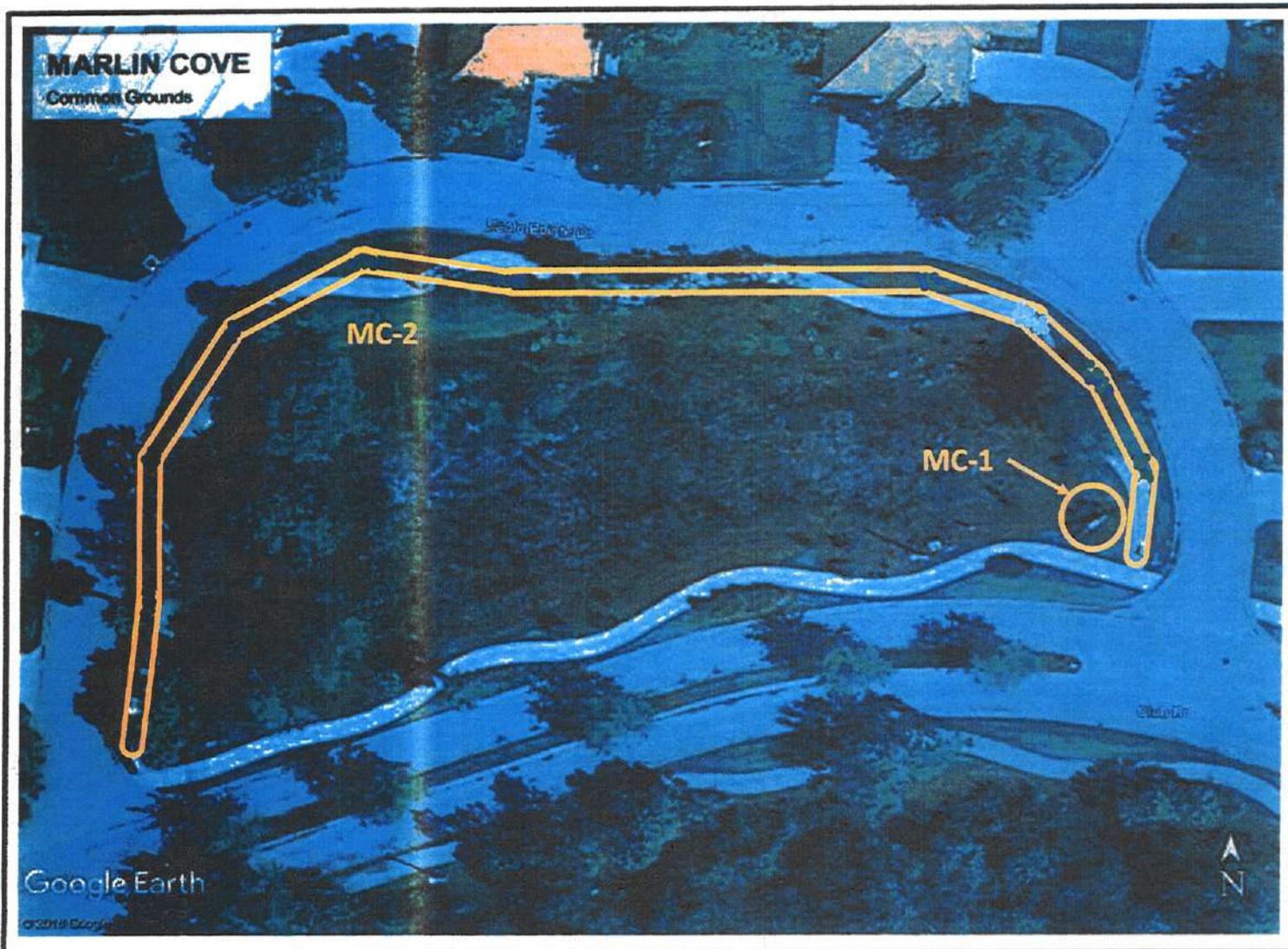




## REGION E LOGAN'S POINTE

- LP-1
- LP-2
- LP-3
- LP-4
- LP-5



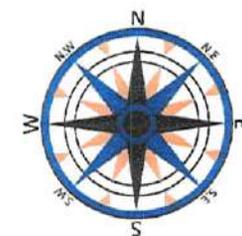


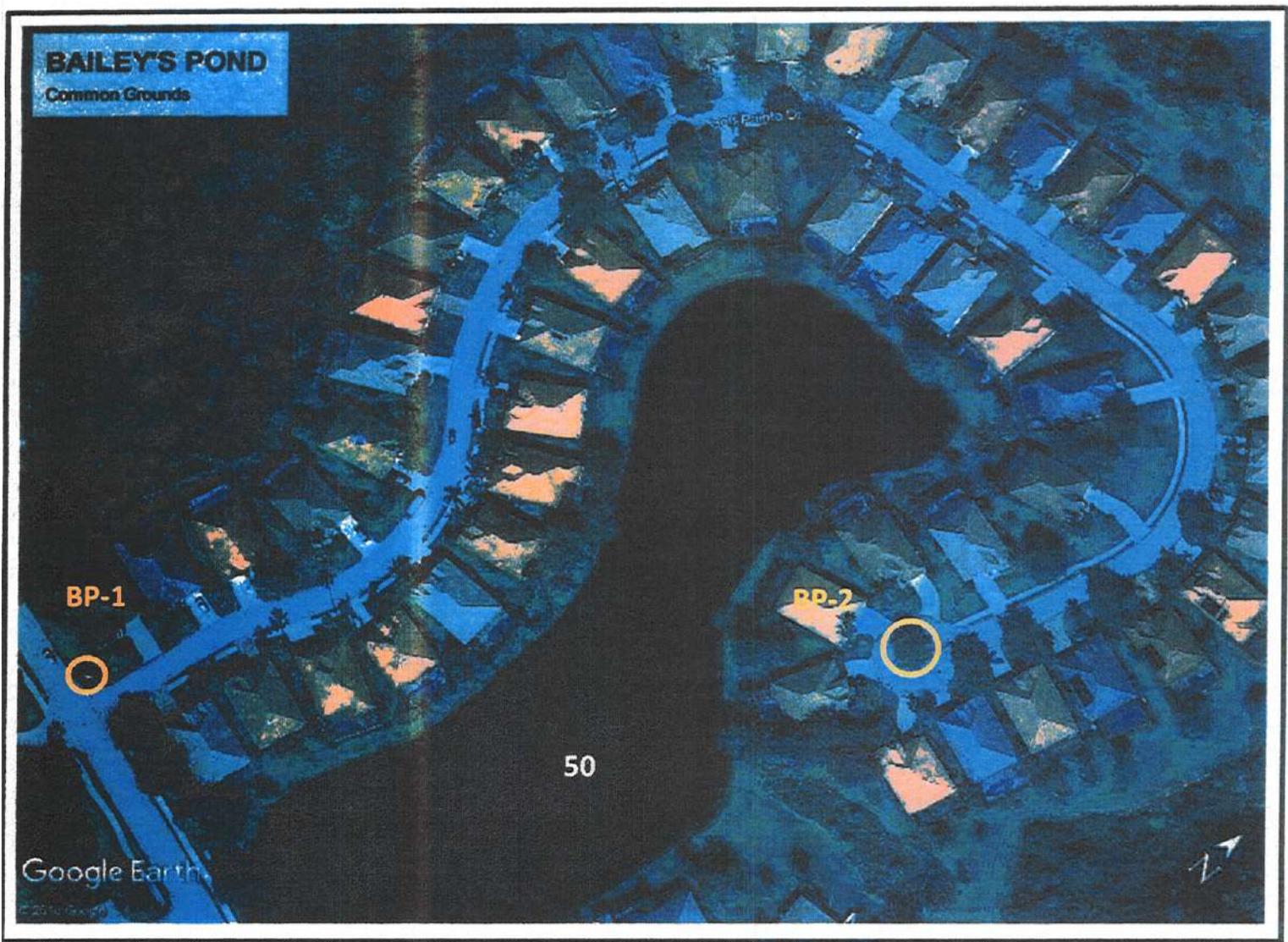
## REGION E

Marlin Cove

MC-1

MC-2



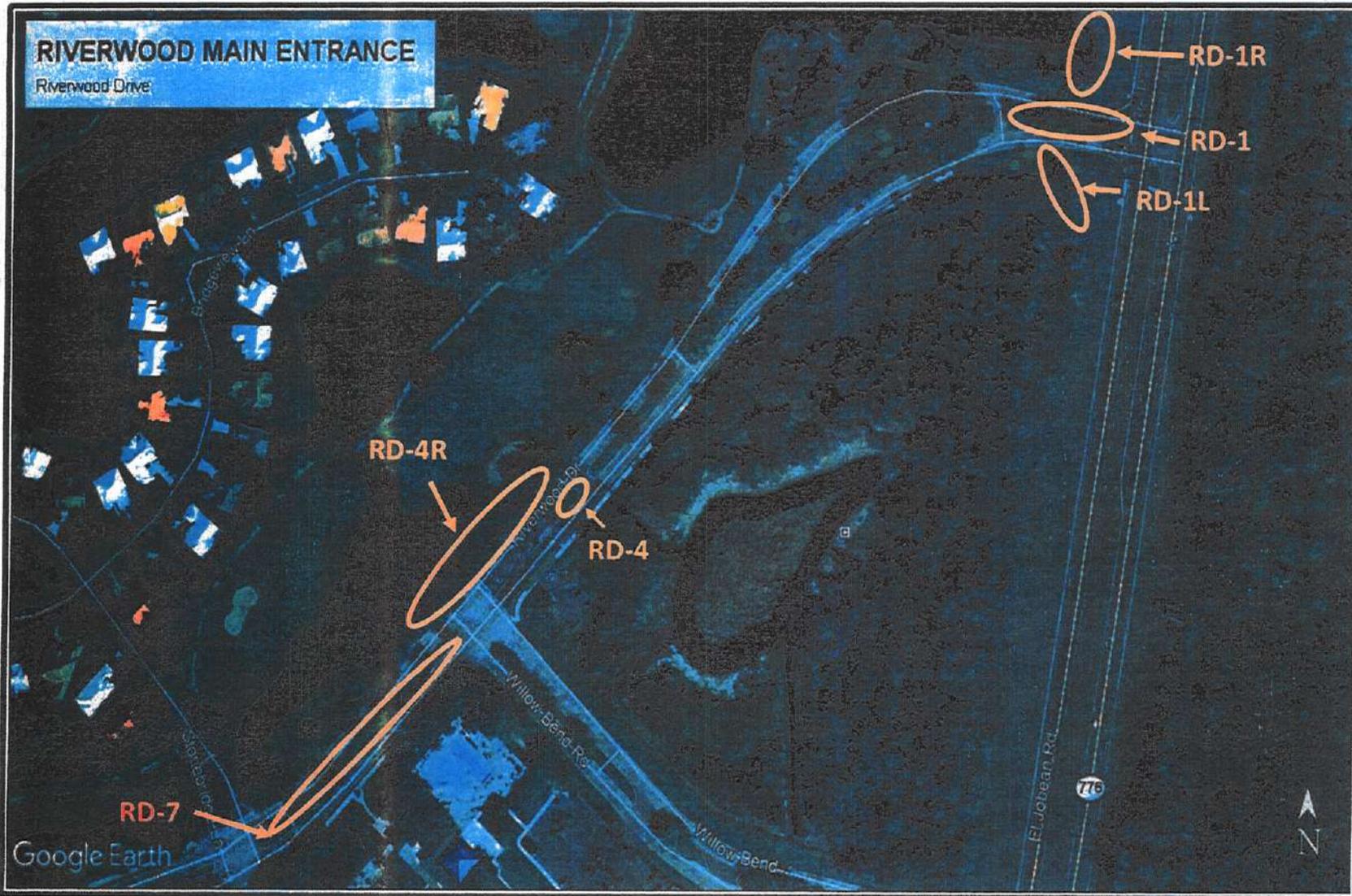


## REGION E

### Bailey's Pond

BP-1  
BP-2

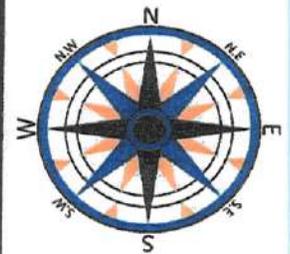


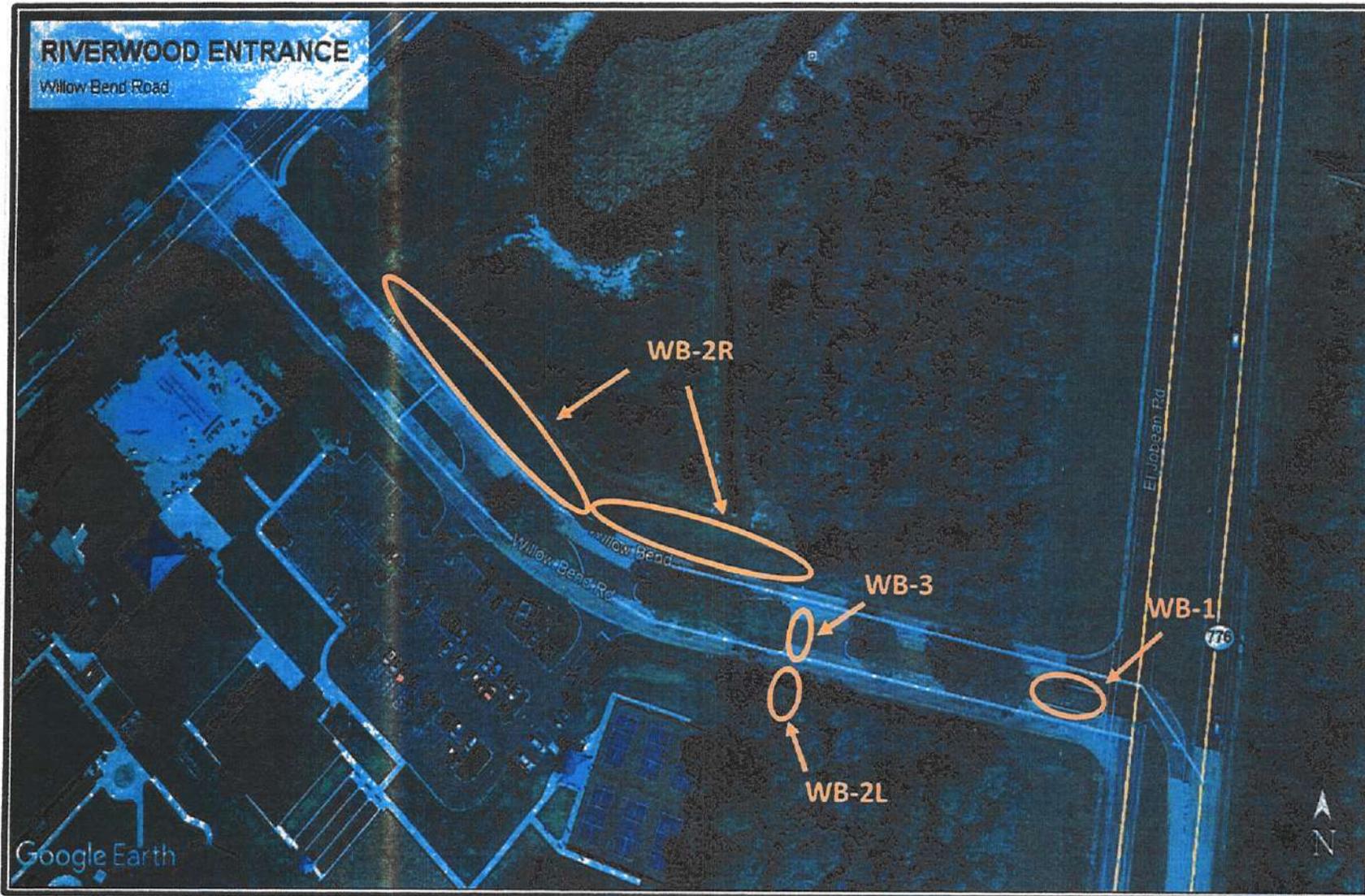


**BROWN  
MULCH (BM)  
MAP for**

**REGION A  
Main Entrance**

- RD-1 (BM)
- RD-1R (BM)
- RD-1L (BM)
- RD-4 (BM)
- RD-4R (BM)
- RD-7 (BM)

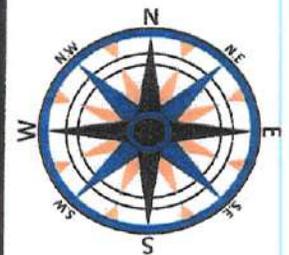




**BROWN  
MULCH (BM)  
MAP for**

**REGION A  
WB Entrance**

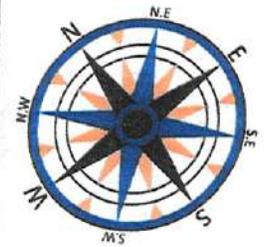
- WB-1 (BM)
- WB-2L (BM)
- WB-2R (BM)
- WB-3 (BM)





**BROWN  
MULCH (BM)  
MAP for**

**REGION A  
Activity Campus**  
AC-1 (BM)  
AC-2 (BM)



Maintained Neighborhood Matrix

RIVERWOOD LANDSCAPE by NEIGHBORHOOD							
ITEM	MAINTENANCE POLICIES	ABBR	NEIGHBORHOOD	UNITS		2020-21 CONTRACT	2022-23 CONTRACT
				ea.	SUBTOTAL		
1	Maintained (14)	BP	Baily's Pond	53	620	Brightview	
2		CR	Channel Ridge	25		Brightview	
3		CC	Clipper Cove	13		Brightview	
4		DP	Driftwood Pointe	39		Brightview	
5		EST	Estuary	37		Brightview	
6		FL	Fishers Landing	21		Brightview	
7		LSV	Lakeshore Village	59		Brightview	
8		LP	Logan's Point	35		Brightview	
9		OL	Osprey Landing	92		Brightview	
10		RFS	Redfin Shores	50		Brightview	
11		RR	River Run	59		Brightview	
12		RO	Royal Oaks	45		Brightview	
13		SB	Stonebridge	60		Brightview	
14		WPR	Westport Ridge	32		Brightview	
Maintained Sub-total					620		
15	Self - Maintained (5)	BR	Bay Ridge	48	251	N/A	N/A
16		ET	Eagle Trace	43			
17		FWL	Fairway Lakes	81			
18		RS	Riverside	23			
19		SL	Silver Lakes	56			
Self-Maintained Sub-total					251		
20	Incorporated (10)	GV	Grand Vista (see Note )	90	452	N/A	N/A
21		MC	Marlin Cove	18			
22		OB	Oyster Bay	28			
23		PC	Pompano Cove	34			
24		SWT	Stillwater Trace	68			
25		TH I	Tarpon Harbor I	36			
26		TH II	Tarpon Harbor II	56			
27		TR	The Reserve	26			
28		VTH	Villas at Tarpon Harbor	12			
29		WG	Willow Glen	84			
Incorporated Sub-total					452		
TOTAL	29	Total Units			1323		

Note: Grand Vista not included in contract



**PROPERTY OWNERSHIP IDENTIFICATION LEGEND**

1. All RCDD areas are identified with the ID number in parentheses brackets (C)
2. All land parcels owned by the Golf Club, Condo, or Private Ownership have the ID number in Square brackets [C]
3. All RCA areas are identified with no brackets
4. Within Glen area has the ID number in curly brackets {C}

- Eagle Nest
  - Perimeter Of Riverwood
- Protected Areas**
- Eagle
  - Preserve
  - Scrubjay
  - Tortoise
  - Wetlands-Preserves
  - RCDD Wetlands-Preserves
  - RCDD Common Element
  - RCDD Lake

**Riverwood Lake and Preserve Identification Map**  
 Riverwood Environmental Management

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**YEARLY SCHEDULE  
RIVERWOOD  
2022 - 2026 Frequency Schedule**

TASK	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	TOTAL
Mow, Line, Trim, Blow	2	2	4	4	4	4	4	4	4	4	4	2	42
Hard Edge	2	2	4	4	4	4	4	4	4	4	4	2	42
Soft Bed Edge	1	1	1	2	2	2	2	2	2	2	2	1	20
Trash Pick-up	2	2	4	4	4	4	4	4	4	4	4	2	42
Fertilize Turf		1		1			1			1		1	5
Fertilize Shrubs			1		1					1			3
Fertilize Palms			1		1					1			3
Fertilize Trees			1		1					1			3
Insecticide Turf	1		1		1		1		1		1		6
Insecticide Shrubs IPM	1	1	1	1	1	1	1	1	1	1	1	1	12
Ant Control*	1	1	1	1	1	1	1	1	1	1	1	1	12
Weed Control Turf		1									1		2
Weed Control Beds	2	2	2	2	2	2	2	2	2	2	2	2	24
Pre-emergence Beds		1				1							2
Weed Control Hard Surface	2	2	2	2	2	2	2	2	2	2	2	2	24
Prune Shrubs	1		1	1	1	1	1	1	1	1	1		10
Prune Palms (15' max)	1		1	1	1	1	1	1	1	1	1		10
Mulch - Pine Straw			1								1		2
Mulch - Cocoa Brown											1		1
Prune Palms over 15ft				1					1				2
Irrigation Inspection	1	1	1	1	1	1	1	1	1	1	1	1	12

\*COMMON AREAS ONLY

Note: Frequency can change due to weather conditions or environmental necessities

EXHIBIT "G"

CONTRACTOR PROPOSAL PRICE SHEET

2022 Contract Year

ITEM	QTY/ YEAR	RCA Common Area	Bailey's Pond	Channel Ridge	Clipper Cove	Driftwood Pointe	Estuary	Fishers Landing	Lakeshore Village	Logans Pointe	Osprey Landing	Redfin Shores	River Run	Royal Oaks	Stone- bridge	Westport Ridge	GRAND TOTAL
<b>Turf Care</b>																	
Mowing / Blowing / Hard Edging / String Trimming	42	150812.4	18665.46	5645.43	3946.57	14059.2116	11232.31	5608.839	22613.0835	10018.55	41344.41	13357.7	18246.24	14531.8	23613.6	10685.544	364381.143
Soft Edging	20	9128.869	2247.718	1327.722	627.27	1801.31035	1786.674	891.7689	4519.48035	1593.266	4008.255	2124.35	3133.214	1963.36	2612.58	1698.8563	39464.69205
Bed & Shrub Care Rounds	10	188,878	41,303	19,358	8,259	33,431	31,618	15,629	39,360	28,391	55,491	37,424	50,329	28,391	38,715	28,411	644989.3321
Palm Trees over 15' Rounds	2	28645.33	3136.35	4302.027	2739.08	3183.39525	3084.078	2718.17	5289.977	11709.04	6592.608	2785.08	6717.016	5041.16	4733.8	7527.24	98204.34575
<b>Fertilizer / Chemical Applicatio</b>																	
Turf Rounds	5	38473.61	3606.803	2020.855	953.45	2742.21535	2719.215	1358.04	7347.4226	2424.399	11484.27	3232.53	3984.21	5603.61	7672.56	2586.4433	96209.62715
Bed Shrub & Tree Rounds	3	12,720	1202.268	673.2698	318.862	914.76875	905.3597	451.6344	2448.4439	808.1329	3789.756	1076.81	1327.722	1867.17	2557.17	861.4508	30665
Pest / Disease / Fungus Inspection Rounds with treatment as needed	10	6574.835	1690.493	985.8594	465.225	1327.7215	1367.449	661.7699	2452.6257	1172.995	3155.168	1577.58	2327.172	1543.08	2251.9	1261.8582	28815.73835
<b>Weed Control</b>																	
Weed Control Rounds	24	58,108	14,920	7,852	4,449	15,485	12,040	6019.701	18,584	11,769	29,315	14,396	21,202	14,396	19631.5	11,266	259433.6448
Fenceline Control Rounds	4	3136.35	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3136.35
<b>Mulch Implementation</b>																	
Mulch Implementation	2	56006.85	9409.05	6272.7	2927.26	8185.8735	9409.05	4704.525	10778.5895	10140.87	18399.92	11290.9	20072.64	14000	15040	9409.05	206047.2304
Irrigation Inspection and Maintenance Rounds	12	41345.46	8311.328	4971.115	2349.13	7654.7849	6687.744	3340.213	10977.225	5964.292	14427.21	7953.78	11651.54	7213.61	10062.5	6362.6087	149272.4874
Quality Assurance / Quality Control Inspections	12	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	1254.54	18818.1
Reporting and Contract Administration	52	784.0875	784.0875	784.0875	784.088	784.0875	784.0875	784.0875	784.0875	784.0875	784.0875	784.088	784.0875	784.088	784.088	784.0875	11761.3125
Total Scheduled Contract Services		\$595,869	\$106,530	\$55,448	\$29,074	\$90,825	\$82,889	\$43,423	\$126,410	\$86,030	\$190,047	\$97,257	\$141,029	\$96,590	\$128,929	\$82,109	\$1,952,457

Excluded Irrigation Repairs

24/7 Emergency Response Services

Daytime Service Call Charge	\$50
Daytime Hourly Rate	\$50
2022 Actual	0.0%

Emergency Service Call Charge	\$85
Emergency Hour Rate	\$65

EXHIBIT "G"

CONTRACTOR PROPOSAL PRICE SHEET																	
2023 Contract Year																	
ITEM	QTY/ YEAR	RCA Common Area	Bailey's Pond	Channel Ridge	Clipper Cove	Driftwood Pointe	Estuary	Fishers Landing	Lakeshore Village	Logans Pointe	Osprey Landing	Redfin Shores	River Run	Royal Oaks	Stone- bridge	Westport Ridge	GRAND TOTAL
<b>Turf Care</b>																	
Mowing / Blowing / Hard Edging / String Trimming	42	153074.6	18945.45	5730.111	4005.77	14270.0998	11400.8	5692.972	22952.2798	10168.83	41964.58	13558.1	18519.93	14749.7	23967.8	10845.828	369846.8601
Soft Edging	20	9265.802	2281.433	1347.637	636.679	1828.33001	1813.474	905.1454	4587.27256	1617.165	4068.379	2156.22	3180.212	1992.81	2651.77	1724.3391	40056.66243
Bed & Shrub Care Rounds	10	191,711	41,922	19,648	8,383	33,933	32,092	15,864	39,951	28,817	56,324	37,985	51,084	28,817	39,296	28,837	654664.172
Palm Trees over 15' Rounds	2	29075.01	3183.395	4366.557	2780.17	3231.14618	3130.339	2758.943	5369.32666	11884.68	6691.497	2826.85	6817.771	5116.78	4804.8	7640.1486	99677.41094
<b>Fertilizer / Chemical Applicatio</b>																	
Turf Rounds	5	39050.71	3660.905	2051.168	967.752	2783.34858	2760.004	1378.41	7457.63394	2460.765	11656.53	3281.02	4043.973	5687.67	7787.65	2625.2399	97652.77156
Bed Shrub & Tree Rounds	3	12,911	1220.302	683.3688	323.645	928.490281	918.9401	458.4089	2485.17056	820.2548	3846.603	1092.97	1347.637	1895.18	2595.53	874.37256	30665
Pest / Disease / Fungus Inspection Rounds with treatment as needed	10	6673.458	1715.85	1000.647	472.204	1347.63732	1387.96	671.6964	2489.41509	1190.59	3202.496	1601.25	2362.079	1566.23	2285.68	1280.786	29247.97443
<b>Weed Control</b>																	
Weed Control Rounds	24	58,980	15,143	7,970	4,516	15,717	12,221	6109.997	18,863	11,945	29,755	14,612	21,520	14,612	19925.9	11,435	263325.1494
Fenceline Control Rounds	4	3183.395	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3183.39525
<b>Mulch Implementation</b>																	
Mulch Implementation	2	56846.95	9550.186	6366.791	2971.17	8308.6616	9550.186	4775.093	10940.2683	10292.98	18675.92	11460.2	20373.73	14210	15265.6	9550.1858	209137.9389
Irrigation Inspection and Maintenance Rounds	12	41965.64	8435.997	5045.681	2384.36	7769.60667	6788.06	3390.316	11141.8834	6053.757	14643.62	8073.09	11826.31	7321.81	10213.4	6458.0478	151511.5747
Quality Assurance / Quality Control Inspections	12	1273.358	1273.358	1273.358	1273.36	1273.3581	1273.358	1273.358	1273.3581	1273.358	1273.358	1273.36	1273.358	1273.36	1273.36	1273.3581	19100.3715
Reporting and Contract Administration	52	795.8488	795.8488	795.8488	795.849	795.848813	795.8488	795.8488	795.848813	795.8488	795.8488	795.849	795.8488	795.849	795.849	795.84881	11937.73219
Total Scheduled Contract Services		\$604,807	\$108,128	\$56,279	\$29,510	\$92,187	\$84,132	\$44,074	\$128,306	\$87,321	\$192,898	\$98,716	\$143,145	\$98,038	\$130,863	\$83,340	\$1,981,744

Excluded Irrigation Repairs

24/7 Emergency Response Services

Daytime Service Call Charge	\$50
Daytime Hourly Rate	\$50
2023 Actual	0.0%

Emergency Service Call Charge	\$85
Emergency Hour Rate	\$65

EXHIBIT "G"

CONTRACTOR PROPOSAL PRICE SHEET

2024 Contract Year

ITEM	QTY/ YEAR	RCA Common Area	Bailey's Pond	Channel Ridge	Clipper Cove	Driftwood Pointe	Estuary	Fishers Landing	Lakeshore Village	Logans Pointe	Osprey Landing	Redfin Shores	River Run	Royal Oaks	Stone- bridge	Westport Ridge	GRAND TOTAL
<b>Turf Care</b>																	
Mowing / Blowing / Hard Edging / String Trimming	42	155370.7	19229.63	5816.063	4065.86	14484.1513	11571.81	5778.366	23296.5639	10321.36	42594.05	13761.5	18797.73	14971	24327.3	11008.515	375394.563
Soft Edging	20	9404.789	2315.655	1367.852	646.229	1855.75496	1840.676	918.7226	4656.08164	1641.422	4129.405	2188.56	3227.915	2022.7	2691.54	1750.2042	40657.51237
Bed & Shrub Care Rounds	10	194,587	42,551	19,943	8,509	34,442	32,573	16,102	40,550	29,249	57,169	38,555	51,850	29,249	39,885	29,270	664484.1346
Palm Trees over 15' Rounds	2	29511.14	3231.146	4432.056	2821.87	3279.61337	3177.294	2800.327	5449.86655	12062.95	6791.869	2869.26	6920.038	5193.53	4876.88	7754.7508	101172.5721
<b>Fertilizer / Chemical Applicatio</b>																	
Turf Rounds	5	39636.47	3715.818	2081.935	982.268	2825.09881	2801.404	1399.086	7569.49845	2497.676	11831.38	3330.23	4104.633	5772.98	7904.46	2664.6185	99117.56313
Bed Shrub & Tree Rounds	3	13,104	1238.606	693.6194	328.5	942.417635	932.7242	465.285	2522.44812	832.5587	3904.302	1109.36	1367.852	1923.61	2634.46	887.48815	30665
Pest / Disease / Fungus Inspection Rounds with treatment as needed	10	6773.559	1741.588	1015.657	479.287	1367.85188	1408.78	681.7718	2526.75631	1208.449	3250.533	1625.27	2397.51	1589.72	2319.96	1299.9978	29686.69404
<b>Weed Control</b>																	
Weed Control Rounds	24	59,865	15,371	8,090	4,584	15,953	12,404	6201.647	19,146	12,124	30,202	14,831	21,843	14,831	20224.8	11,606	267275.0267
Fenceline Control Rounds	4	3231.146	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3231.146179
Mulch Implementation	2	57699.65	9693.439	6462.292	3015.74	8433.29153	9693.439	4846.719	11104.3724	10447.37	18956.06	11632.1	20679.34	14423.2	15494.6	9693.4385	212275.0079
Irrigation Inspection and Maintenance Rounds	12	42595.12	8562.537	5121.367	2420.13	7886.15077	6889.881	3441.171	11309.0116	6144.563	14863.27	8194.19	12003.71	7431.64	10366.6	6554.9185	153784.2483
Quality Assurance / Quality Control Inspections	12	1292.458	1292.458	1292.458	1292.46	1292.45847	1292.458	1292.458	1292.45847	1292.458	1292.458	1292.46	1292.458	1292.46	1292.46	1292.4585	19386.87707
Reporting and Contract Administration	52	807.7865	807.7865	807.7865	807.787	807.786545	807.7865	807.7865	807.786545	807.7865	807.7865	807.787	807.7865	807.787	807.787	807.78654	12116.79817
Total Scheduled Contract Services		\$613,879	\$109,750	\$57,123	\$29,953	\$93,570	\$85,394	\$44,735	\$130,230	\$88,630	\$195,791	\$100,197	\$145,292	\$99,509	\$132,826	\$84,590	\$2,011,470

Excluded Irrigation Repairs

24/7 Emergency Response Services

Daytime Service Call Charge

Emergency Service Call Charge

Daytime Hourly Rate

Emergency Hour Rate

2024 Actual

EXHIBIT "G"

CONTRACTOR PROPOSAL PRICE SHEET																	
2025 Contract Year																	
ITEM	QTY/ YEAR	RCA Common Area	Bailey's Pond	Channel Ridge	Clipper Cove	Driftwood Pointe	Estuary	Fishers Landing	Lakeshore Village	Logans Pointe	Osprey Landing	Redfin Shores	River Run	Royal Oaks	Stone- bridge	Westport Ridge	GRAND TOTAL
<b>Turf Care</b>																	
Mowing / Blowing / Hard Edging / String Trimming	42	157701.3	19518.07	5903.304	4126.85	14701.4135	11745.39	5865.042	23646.0124	10476.18	43232.96	13967.9	19079.7	15195.5	24692.2	11173.643	381025.4815
Soft Edging	20	9545.861	2350.39	1388.37	655.923	1883.59128	1868.286	932.5034	4725.92287	1666.044	4191.346	2221.39	3276.334	2053.04	2731.92	1776.4572	41267.37505
Bed & Shrub Care Rounds	10	197,506	43,189	20,242	8,636	34,958	33,062	16,343	41,158	29,688	58,026	39,133	52,628	29,688	40,484	29,709	674451.3966
Palm Trees over 15' Rounds	2	29953.8	3279.613	4498.536	2864.2	3328.80757	3224.953	2842.332	5531.61455	12243.89	6893.747	2912.3	7023.839	5271.43	4950.03	7871.0721	102690.1607
<b>Fertilizer / Chemical Applicatio</b>																	
Turf Rounds	5	40231.02	3771.555	2113.164	997.002	2867.47529	2843.425	1420.073	7683.04092	2535.141	12008.85	3380.19	4166.202	5859.58	8023.03	2704.5878	100604.3266
Bed Shrub & Tree Rounds	3	13,301	1257.185	704.0237	333.427	956.5539	946.7151	472.2643	2560.28484	845.047	3962.866	1126	1388.37	1952.46	2673.98	900.80047	30665
Pest / Disease / Fungus Inspection Rounds with treatment as needed	10	6875.163	1767.712	1030.892	486.476	1388.36966	1429.911	691.9984	2564.65766	1226.575	3299.291	1649.65	2433.473	1613.57	2354.76	1319.4978	30131.99445
<b>Weed Control</b>																	
Weed Control Rounds	24	60,762	15,601	8,211	4,653	16,193	12,590	6294.671	19,433	12,306	30,655	15,053	22,170	15,053	20528.2	11,780	271284.1521
Fenceline Control Rounds	4	3279.613	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3279.613371
Mulch Implementation	2	58565.15	9838.84	6559.227	3060.97	8559.7909	9838.84	4919.42	11270.938	10604.08	19240.4	11806.6	20989.53	14639.5	15727	9838.8401	215459.1331
Irrigation Inspection and Maintenance Rounds	12	43234.05	8690.975	5198.187	2456.43	8004.44304	6993.229	3492.788	11478.6468	6236.731	15086.22	8317.1	12183.76	7543.11	10522.1	6653.2423	156091.012
Quality Assurance / Quality Control Inspections	12	1311.845	1311.845	1311.845	1311.85	1311.84535	1311.845	1311.845	1311.84535	1311.845	1311.845	1311.85	1311.845	1311.85	1311.85	1311.8453	19677.68023
Reporting and Contract Administration	52	819.9033	819.9033	819.9033	819.903	819.903343	819.9033	819.9033	819.903343	819.9033	819.9033	819.903	819.9033	819.903	819.903	819.90334	12298.55014
Total Scheduled Contract Services		\$623,087	\$111,396	\$57,980	\$30,402	\$94,973	\$86,675	\$45,406	\$132,184	\$89,960	\$198,728	\$101,700	\$147,471	\$101,002	\$134,819	\$85,859	\$2,041,642
<b>Excluded Irrigation Repairs</b>																	
24/7 Emergency Response Services																	
Daytime Service Call Charge		\$50															
Daytime Hourly Rate		\$50															
2025 Actual		0.0%															
Emergency Service Call Charge		\$85															
Emergency Hour Rate		\$65															

EXHIBIT "G"

CONTRACTOR PROPOSAL PRICE SHEET																	
2026 Contract Year																	
ITEM	QTY/ YEAR	RCA Common Area	Bailey's Pond	Channel Ridge	Clipper Cove	Driftwood Pointe	Estuary	Fishers Landing	Lakeshore Village	Logans Pointe	Osprey Landing	Redfin Shores	River Run	Royal Oaks	Stone- bridge	Westport Ridge	GRAND TOTAL
<b>Turf Care</b>																	
Mowing / Blowing / Hard Edging / String Trimming	42	160066.8	19810.84	5991.854	4188.75	14921.9347	11921.57	5953.018	24000.7026	10633.32	43881.45	14177.4	19365.89	15423.5	25062.6	11341.247	386740.8637
Soft Edging	20	9689.049	2385.645	1409.195	665.762	1911.84515	1896.311	946.491	4796.81171	1691.034	4254.216	2254.71	3325.479	2083.83	2772.9	1803.1041	41886.38568
Bed & Shrub Care Rounds	10	200,469	43,837	20,545	8,766	35,483	33,558	16,589	41,775	30,133	58,897	39,720	53,417	30,133	41,091	30,155	684568.1676
Palm Trees over 15' Rounds	2	30403.11	3328.808	4566.014	2907.16	3378.73969	3273.327	2884.967	5614.58877	12427.55	6997.154	2955.98	7129.196	5350.5	5024.28	7989.1382	104230.5131
<b>Fertilizer / Chemical Applicatio</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turf Rounds	5	40834.48	3828.129	2144.862	1011.96	2910.48742	2886.076	1441.374	7798.28654	2573.168	12188.98	3430.89	4228.695	5947.47	8143.37	2745.1566	102113.3915
Bed Shrub & Tree Rounds	3	13,501	1276.043	714.584	338.429	970.902209	960.9158	479.3483	2598.68911	857.7228	4022.309	1142.89	1409.195	1981.75	2714.09	914.31248	30665
Pest / Disease / Fungus Inspection Rounds with treatment as needed	10	6978.29	1794.227	1046.355	493.773	1409.19521	1451.36	702.3784	2603.12752	1244.974	3348.78	1674.39	2469.975	1637.77	2390.08	1339.2902	30583.97437
<b>Weed Control</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Weed Control Rounds	24	61,674	15,835	8,334	4,722	16,435	12,779	6389.091	19,724	12,491	31,114	15,279	22,503	15,279	20836.1	11,957	275353.4143
Fenceline Control Rounds	4	3328.808	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3328.807572
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mulch Implementation	2	59443.63	9986.423	6657.615	3106.89	8688.18776	9986.423	4993.211	11440.002	10763.14	19529	11983.7	21304.37	14859.1	15962.9	9986.4227	218691.0201
Irrigation Inspection and Maintenance Rounds	12	43882.56	8821.34	5276.16	2493.28	8124.50968	7098.127	3545.18	11650.8265	6330.282	15312.51	8441.86	12366.52	7656.26	10679.9	6753.041	158432.3772
Quality Assurance / Quality Control Inspections	12	1331.523	1331.523	1331.523	1331.52	1331.52303	1331.523	1331.523	1331.52303	1331.523	1331.523	1331.52	1331.523	1331.52	1331.52	1331.523	19972.84543
Reporting and Contract Administration	52	832.2019	832.2019	832.2019	832.202	832.201893	832.2019	832.2019	832.201893	832.2019	832.2019	832.202	832.2019	832.202	832.202	832.20189	12483.0284
Total Scheduled Contract Services		\$632,433	\$113,067	\$58,850	\$30,858	\$96,398	\$87,975	\$46,087	\$134,166	\$91,309	\$201,709	\$103,225	\$149,683	\$102,517	\$136,841	\$87,147	\$2,072,267

Excluded Irrigation Repairs

24/7 Emergency Response Services

Daytime Service Call Charge	\$50
Daytime Hourly Rate	\$50
2026 Actual	0.0%

Emergency Service Call Charge	\$85
Emergency Hour Rate	\$65

# HOWARD'S POOL WORLD, INC.

P.O. box 494271  
 Port Charlotte, FL 33949

12419 SW County Road 769  
 Lake Suzy, FL 34269

Office: (941) 625-6007  
 Toll Free: (800) 215-0226  
 Fax: (941) 766-1108

**RIVERWOOD  
 ATTN: FRANK ANASTASI  
 FOR WORK AT: 4250 RIVERWOOD DR  
 PORT CHARLOTTE, FL 33953**

We hereby propose to provide pool and spa service and material for the completion of the following:

Three full services each week, consisting of: vacuuming the floor of the pool, brushing the walls of the pool, cleaning the tiles and handrails, emptying the pump and skimmer baskets, testing the pool water chemistry, adding chemicals necessary for balance, adding or draining water as necessary.

Three chemical checks with brushing each week, consisting of: brushing the walls of the pool, testing the pool water chemistry, adding chemicals necessary for balance, adding or draining water as needed, and servicing of the filtration system twice a week. **Additional filter cleaning on the days we are not there \$50.00 additional.**

If repair work becomes necessary, our service call rate is \$120.00 per hour. We are mandated by the State of Florida as licensed contractors to close your pool in the event of any safety violations. We will notify you in the event of any issues and send estimates for any repairs that are necessary to keep your pool in compliance with the State of Florida and Florida Department of Health.

All service is guaranteed to be as specified and the above work to be performed in accordance with the proposal and in a professional manner by one (1) commercial pool service technician for the sum of \$1,943.70 per month including chemicals. Specialty chemical treatments are not included in this proposal and will be assessed on a as needed basis. Price quote is effective January 1, 2023 through December 31, 2023. Either party may cancel at any time. Customer is responsible for all services performed up to date of cancellation.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's compensation and public liability insurance on above work to be taken out by Howard's Pool World. In the event legal action is necessary related to this agreement, the prevailing party shall be entitled to recover its attorney's fees and costs, including paralegal fees, at trial and all appellate levels, provided there is no current pending legal issues.

Respectfully Submitted *Jeri Reel*  
 Per Howard's Pool World, Inc. 09/22/22

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date Accepted 9/29/22

Authorizing Signature *[Signature]*

**POOL SUPPLIES \* REPAIRS \* MAINTENANCE**

Lic. # CPC053310

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

[hpw@cmbarqmail.com](mailto:hpw@cmbarqmail.com)



JAN-PRO OF SW FLORIDA | JAN-PRO.COM/SWFLORIDA  
13700 Cypress Terrace Cr, Ft. Myers, FL 33907  
(239) 482-8800  
kellie.cruz@jan-pro.com

## PRICING AGREEMENT

CLIENT: Riverwood  
CLEANING LOCATION: 4250 River Wood Dr, Pt. Charlotte, FL 33953  
DESCRIPTION OF CLEANABLE AREA: Regular Janitorial  
START DATE: 1/1/2022

REGULAR SERVICE	PRICE PER MONTH*
Regular janitorial (In Season) - 6 days per week	\$2215
Regular janitorial (Off Season) - 3 days per week:	\$1160 (tax not included)
In Season: November-April	
Off Season: May-October	

**NOTES:**

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day

By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.

CLIENT

SIGNATURE:

PRINT:

Ruth D Mosca

DATE:

11/8/2021

JAN-PRO

SIGNATURE:

PRINT:

Kellie Cruz

DATE:

11-9-21



## PRICING AGREEMENT

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**CLEANING LOCATION:** 4250 River Wood Dr., Pt. Charlotte, FL 33953  
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In Season: November-April Off Season: May-October	(tax not included)

**NOTES:**

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- Holidays (days not serviced): New Year's, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day

**By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.**

**CLIENT**

SIGNATURE:

PRINT:

RUTH D MOSCA

DATE:

11/8/2021

**JAN-PRO**

SIGNATURE:

PRINT:

DATE:

# CLEANING AGREEMENT

This Agreement is made between JAN-PRO Cleaning Systems of Southwest Florida ("JAN-PRO ") AND Riverwood Community Association Inc. ("CLIENT"). CLIENT and JAN-PRO agree that JAN-PRO will begin service at the location(s) identified above and under the below terms.

1. JAN-PRO agrees to perform the recurring janitorial services and at the frequencies stated in pricing agreement.
2. JAN-PRO will provide all chemicals, equipment, labor, and supervision. CLIENT will provide all restroom paper products, hand soap and can liners.
3. JAN-PRO will fulfill its obligations under this Agreement through its franchised system. JAN-PRO will identify the franchisee selected to service CLIENT before the start date of service. Each franchisee has been successfully trained on the JAN-PRO methods and procedures and is bound by the terms of this Agreement. CLIENT has the right to request a change in franchisee at any time.
4. JAN-PRO sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum is \$15.00) is assessed on all delinquent accounts over 60 days.
5. This Agreement is for a term of one (1) year from the date of signing or the start of services, whichever occurs last. The Agreement automatically renews for additional 1 year terms, with a 3% increase in the monthly fee paid by the Client, unless either party gives written notice of nonrenewal to the other at least thirty (30) days before the Agreement's expiration date.
6. CLIENT agrees to verbally notify JAN-PRO of any service issues before CLIENT provides any written notification.
7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier.
8. CLIENT agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, CLIENT will not employ directly or indirectly any JAN-PRO employees, agent representatives, franchisees, or former franchisees.
9. In addition to any other rights, JAN-PRO may have, if CLIENT breaches this Agreement, JAN-PRO is entitled to all costs of JAN-PRO's costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to JAN-PRO 's lost revenues for the remainder of the term.
10. JAN-PRO annually observes the following federally recognized holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. JAN-PRO will not provide services on these days. Other conditions may apply that preempt a cleaning. No credit will be given for holiday as this is already factored into pricing.
11. JAN-PRO and JAN-PRO's franchisee will each maintain commercial general liability insurance of at least \$1,000,000 per occurrence. \$2,000,000 in the aggregate automobile liability, coverage of at least \$1,000,000 and janitorial bonding of at least \$50,000.
12. JAN-PRO and JAN-PRO franchisee will indemnify CLIENT from any claims, damages, injury, liability, losses or compensation, whether or injury to person or damage to property as a result of negligence, gross negligence or willful misconduct in performing the services under this Agreement.

By signing below, CLIENT and JAN-PRO agree to the terms of this Janitorial Services Agreement.

CLIENT

JAN-PRO

BY:

BY:

NAME:

Ruth D Mosca

NAME:

DATE:

11/8/2021

DATE:



JAN-PRO OF SW FLORIDA | JAN-PRO.COM/SWFLORIDA

CLIENT

BY:

NAME:

DATE:

*[Handwritten signature]*

*Putt Omos-A*

*11/9/2021*

JAN-PRO

BY:

NAME:

DATE:

*Kellie G*

*Kellie G*

*11-9-21*

*[Handwritten initials]*  
RM



Measurable Cleaning. Guaranteed Results.™

**SCHEDULE:**

Day(s) of Week SUN  MON  TU  WED  TH  FRI  SAT

Cleaning Time:

Unit Franchisee Name:

**CLEANING SPECS**

**Entrance Lobbies/Common Areas/Hallways:**

- Vacuum and spot clean carpet in high traffic areas.
- Wipe and polish all metal surfaces within hand reach.
- Empty and clean trash receptacles.
- Dust pictures and clean glass if necessary.
- Vacuum or brush all lobby furniture.
- Clean directory glass, and spot clean lobby glass.
- Clean thresholds.
- Spot clean handrail glass, handrails, doors and walls.
- Dust mop and damp mop all hard surface floors.
- Damp mop tile using neutral cleaner only.
- Empty trash outside entrance doors.

**Library/Office/Art Room's:**

- Vacuum all high-traffic areas.
- Damp mop and thoroughly clean vinyl flooring.
- Dust all desks, if cleared.
- Remove all gum and foreign matter in sight.
- Empty and clean all waste receptacles and replace plastic liners. Remove waste material to building trash bin.
- Clean all glass furniture tops.
- Check all high and low ledges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc., and clean if necessary.
- Disinfect and wash clean all water fountains and water coolers in tenant areas.

**CLEANING SPECS**

**Kitchen:**

- Empty and clean trash receptacles.
- Vacuum thoroughly.
- Mop hard flooring.
- Clean and disinfect all counter top surfaces.
- Clean sink scrubbing drains.
- Wipe down all stainless steel with cleaner.
- Move things out from under sink, counters and corners when moping to make sure entire floor is getting cleaned.

**Fitness Room/Multi Room/Aerobics:**

- Vacuum floors with backpack.
- Wash and polish all mirrors and bright work.
- Empty paper towel trash receptacles and dispose in building trash receptacle. Replace trash liners.
- Wipe down and disinfect all equipment each time we clean.
- Dust all horizontal surfaces & window sills.

**CLEANING SPECS**

**Restrooms:**

- Wash all floors with germicidal disinfectant and remove all spots and stains.
- Wash and polish all mirrors and bright work.
- Wash and wipe dry all plumbing fixtures.
- Wash and disinfect all toilet seats, both sides.
- Scour, wash and disinfect all basins, bowls and urinals.
- Empty paper towel trash receptacles and dispose in building trash receptacle. Replace trash liners.
- Fill soap dispensers and paper towel dispensers.
- Fill toilet tissue, seat covers and sanitary napkin dispensers.
- Empty and clean sanitary napkin disposal receptacles.
- Clean and wash receptacles and dispensers.
- Remove fingerprints and spots from walls.
- Remove all unauthorized marks and writing from walls, partitions, etc.
- Report all maintenance problems to building manager (dripping faucets, broken fixture handles, etc.)

**NOTE: Masking deodorants will not be used in lieu of disinfectants.**

**CLEANING SPECS**

**Card Room:**

- Dust all vents, light fixtures and book shelves
- Dust T.V's
- Clean and disinfect all furniture and horizontal surfaces.
- Dust all baseboards.
- Wipe and disinfect table and chairs.
- Vacuum all floors.
- Mop floors with neutral floor cleaner.
- Wipe all doors and light switches.

**All Areas:**

- Thoroughly hand dust and wipe clean with a chemically treated cloth all furniture, file cabinets, shelves, fixtures, picture frames, and all other high or low dusting areas.
- Dust all baseboards with damp cloth.
- High dust lighting and ventilating ducts.
- Knock down cob webs
- Dust off window sills

**Special Customer Requirements**

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**ADDITIONAL SERVICES QUOTED UPON REQUEST**

**CARPET**

- Spot removal.
- Bonnet cleaning.
- Hot water extraction.
- Mat replacement.

**HARD SURFACE FLOORS**

- Burnishing.
- Top scrub and refinish (wax).
- Strip and refinish.
- Tile/Grout

**UPHOLSTERY AND WORKSTATIONS**

- Vacuum partitions.
- Spot removal.
- Extraction cleaning.

**WINDOWS**

- Inside and/or outside of exterior windows, other than entry way glass.
- Window coverings.
- Awnings and canopies.

**KITCHENS**

- Interior of refrigerators, dishwashers and appliances other than microwave ovens.
- Interiors of cabinets.

**LIGHTING**

- Cleaning lights and light fixtures.
- Replacing bulbs.

**PRESSURE WASHING**

**PROCUREMENT OF SUPPLIES**

- Paper products
- Hand soap
- Trash can liners
- Dispensers and containers
- Other consumable supplies

Upon request, and for an additional charge, Jan-Pro will procure such supplies on Client's behalf. Once delivered, Client assumes responsibility for inventories of such supplies stored at the Client's location.

**10Cii**

## RIVERWOOD LANDSCAPE &amp; ENHANCEMENT PROPOSAL

JANUARY 2023

The proposal outline mission is to create and employ an experienced entity to service the landscape requirements and desires for all CDD owned properties. An outline of these lands and areas has been supplied and reviewed in person. The maintenance requirements and understanding is a part of this proposal and the ability to provide the labor for enhancements desired and listed below. It is understood that any materials, if needed to be purchased are outside of this proposal allowing the CDD to purchase such needs with the tax-free exemption and avoiding any markup for such items. This would include shrubs, plants, trees and ground cover, etc. Labor & expertise for the enhancements would be provided in this proposal.

-Landscaping is defined as grass cutting, trimming, blowing areas clean, trimming of shrubs and low level palms. This would not include higher (10'+) tree and/or shrub trimming. Such items would be considered tree trimming conducted by a tree contractor with a separate contract of understanding. It is understood that equipment can be stored on Riverwood demises and if and when needed equipment presently owned by Riverwood for usage of transporting can be utilized.

-Enhancements: Such a list should be developed but may include such items as,

Shoulder road rut repair, swale drainage surface corrections, tennis court drainage bibs surrounding courts kept clean and functional, mulching in newly designated areas to be determined, planting of purchased floral items at RW entry and designated areas and gardens, periodic weeding, etc.

Mid-Atlantic Property Services, LLC is the entity providing this proposal, owned and operated by Justin Caple. This entity was formed in 2017 and presently provides full landscape and property management services to 600-700 properties weekly in the New Jersey, Pennsylvania, Delaware and Maryland market areas. Primarily these properties and such care is conducted for the property stewards (Lenders, Fannie & Freddie Mac, their Management Companies and contractors).

Prior to the above entity, Greenscapes Property Management LLC provided these services from 2007 to 2017. The new entity was started as a result of an additional service providing moving and storage for evictions.

Justin Caple is the owner who has been in the landscape and property management industry for 30 years. He has provided lawn & property care, landscape design and installation, patio installations and home repairs/remodeling through these entities. He will provide his personal expertise and experience along with a workforce to provide the CDD the land maintenance and enhancement desired. He has acquired the necessary licenses in Florida and also maintains all proper licensing for his out of Florida operations. Those licenses have been provided to the State of Florida as a part of his application process and approval by the State of Florida.

This proposal is intended to be flexible to enable the CDD to better care for, enhance and control the appearance in a more timely and financially efficient manner.

This proposal is budgeted for a monthly billing of \$16,000 per month. This will include all grass cutting, edging, trimming, weeding when necessary and blowing. It is estimated to provide 400-man hours and the equipment required. It is estimated that the land care service, on average will require 3 days to complete allowing for enhancement projects to be scheduled each week. The list of such projects should be delivered and prioritized. Manager John Mercer also has projects that may require this man power when such projects are implemented. This contract is reviewable by all parties as work takes place and projects are identified. Landscaping is to report to the Manager John Mercer, a Board liaison will be established by the CDD Chairman.

Attached are FLA documents, Justin Caple resume and the outline of CDD land areas that were supplied by the CDD Management office.

All high tree trimming, pruning and tree/log removal will be performed by a qualified licensed contractor and is not meant to be a part of this contract. Such work will be contracted on an as need basis. Costs for labor and equipment will be vetted for such service.

### ENHANCEMENT PROJECTS

The following are some suggested enhancement projects to CDD lands and roadways.

- Grading along Club Drive to minimize the ponding after rains.
- Grading along Club Drive on golf course side to allow for proper drainage.
- Filling in and sodding of road shoulders such as Club Drive and Rivermarsh Drive.
- Mulching of common areas of CDD lands where designed.
- Maintain the drainage fields bordering tennis courts.
- Removal and cleanup periodically of CDD lands in villages.
- Future needs in new RV Park.
- Dog park maintenance.
- Installation of new plantings at RW entrees and Campus gardens when required.

## **Eleventh Order of Business**

**11A.**

## Tennis Court Survey

The Riverwood tennis courts were inundated by hurricane Ian. We will be rebuilding the courts with most if not all funded by an insurance claim. During the discussion of the tennis court work a request was received to provide lighting for four of the six courts. It was suggested by residents at a recent meeting that we survey all Riverwood residents for their opinion concerning lighting the courts.

The lights for the four courts will cost about \$48,000 and we ask that you indicate your preference below.

Name \_\_\_\_\_

Address \_\_\_\_\_

Yes, install lights \_\_\_\_\_

No, Don't install lights \_\_\_\_\_

Use Viburnum hedge to replace pepper trees.  
 It grows quickly and well. (see 3021 (day range))

## RIVERWOOD SURVEY RESULTS BY ACTIVI

Answered	YES
traffic signal	744
Exercise room	533
covered pavilion	491
vending machines	496
pool	496
warming kitchen	463
hiking trails	556
pickleball	409
expanded community room	349
craft room	298
expand playground	318
games	274
baseball field	292
exercise classes	259
tennis	149
woodworking w/equip	140
bocce ball	104
dog park	81
croquet	31

40% of 1323

based on an average of 740 responses per category

The cost figures were all available on May 17 but were only shown overhead. I asked the Chair to get the members paid copies to red line during that meeting but was refused.  
 The costs ARE available!!!  
 From 5/17 minutes: guardhouse option 1 \$385,378  
 (2 kept) on overhead: option 2 \$485,429  
 + 20% contingency

## **Twelfth Order of Business**

**12Bi**

**From:** Frank Anastasi <[riverwoodmanager@comcast.net](mailto:riverwoodmanager@comcast.net)>  
**Sent:** Friday, February 3, 2023 3:39 PM  
**To:** jmercerc riverwoodcdd.org <[jmercerc@riverwoodcdd.org](mailto:jmercerc@riverwoodcdd.org)>  
**Cc:** 'Susan Puleo' <[susanpuleo@riverwoodfl.org](mailto:susanpuleo@riverwoodfl.org)>; Isyrek riverwoodcdd.org <[lsyrek@riverwoodcdd.org](mailto:lsyrek@riverwoodcdd.org)>  
**Subject:** RE: Campus Pool area

John,

The Grounds Committee is in the process of scoring enhancement requirements as there is much to do. If you recall the RCA depleted all of its 2022 operating budget funds for landscape enhancements and as well as hurricane cleanup costs. As of now there is no formal plan to address this area hence Rick putting up caution tape to keep residents from walking in the area.

**Frank Anastasi, CMCA, AMS**

Riverwood Community Association Manager  
941-764-6663 O  
941-625-7806 F  
[Riverwoodmanager@comcast.net](mailto:Riverwoodmanager@comcast.net)  
4250 Riverwood Dr.  
Port Charlotte, FL 33953

**From:** jmercerc riverwoodcdd.org <[jmercerc@riverwoodcdd.org](mailto:jmercerc@riverwoodcdd.org)>  
**Sent:** Friday, February 3, 2023 2:22 PM  
**To:** Frank Anastasi <[riverwoodmanager@comcast.net](mailto:riverwoodmanager@comcast.net)>  
**Cc:** Susan Puleo <[susanpuleo@riverwoodfl.org](mailto:susanpuleo@riverwoodfl.org)>; Isyrek riverwoodcdd.org <[lsyrek@riverwoodcdd.org](mailto:lsyrek@riverwoodcdd.org)>  
**Subject:** Campus Pool area

Hello Frank,

Is there a plan for restoring the hole near the pool walkway? Brightview removed a tree after lan four months ago. Now it's covered in yellow caution tape, drawing unwanted attention (photo attached). Rick considers it a hazard due to the expected crowds this weekend.

Regards,  
John