

**RIVERWOOD COMMUNITY  
DEVELOPMENT DISTRICT  
MARCH 21, 2023**

**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, March 21, 2023 at 2:00 p.m.**

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- 1. Call to Order and Roll Call**
- 2. Approval of the March 21, 2023 Agenda**
- 3. Audience Comments on Agenda Items**
- 4. Approval of Consent Agenda**
  - A. Approval of the Minutes of February 21, 2023 Meeting and the Minutes of the February 28, 2023 Continued Meeting.
  - B. Acceptance of the Financial Report and Check Registers as of February 2023
- 5. On-Site Manager's Report**
  - A. Pool Trooper's Contract Discussion
  - B. New Hire Thomas Lewis
  - C. Tennis Lighting Proposals
    - i. Synergy Electric
    - ii. Florida Lighting Maintenance
- 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. Activity Center Maintenance Vendor Contracts Discussion
- 11. New Business**
  - A. Consideration of Resolution 2023-02, Setting a Public Hearing for Rule Changes

**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

**12. Other Committee Reports**

- A. Beach Club Committee: Mr. Spillane
- B. Campus Committee: Ms. Syrek
- C. Dog Park Committee: Dr. McKee
- D. Environmental Committee: Mr. Myhrberg
  - i. Appointment of Catherine Baxter
- E. Finance Committee: Ms. Syrek
  - i. Audit Committee Selection Process.
    - a. Establishment of RFP Evaluation Criteria
    - b. Authorization to Proceed with RFP
- 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 Monday, April 17, 2023 at 2:00 p.m.**

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

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

# **Fourth Order of Business**

**4A**

**MINUTES OF MEETING  
RIVERWOOD  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Riverwood Community Development District was held on Tuesday, February 21, 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
James Cohen	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 February 21, 2023  
Agenda**

- Mr. Faircloth noted the need to add the landscape proposal from Mid-Atlantic as Item 10Cii.

On MOTION by Ms. Syrek seconded by Mr. Myhrberg with all in favor, the February 21, 2023 Agenda was approved as amended.

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

- 42 • Residents commented on the proposal for landscape and irrigation items.

43

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

- 45 **A. Approval of the Minutes of January 12, 2023 Special Meeting**
- 46 **B. Approval of the Minutes of January 17, 2023 Meeting**
- 47 **C. Acceptance of the Financial Report and Check Registers as of January 2023**

48

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

51

52

53 **FIFTH ORDER OF BUSINESS** **On Site Manager’s Report**

- 54 • Mr. Mercer updated the Board on repairs, issues with hiring new employees, and  
55 requested the opportunity to purchase a dump trailer.

56 On MOTION by Mr. Syrek, seconded by Mr. Myhrberg with all in favor  
57 NTE \$10,000 for purchase of a dump trailer for the District by Mr. Mercer  
58 was approved.

59

60 On MOTION by Mr. Syrek, seconded by Mr. Myhrberg with all in favor  
61 installation of tennis court light on Courts Five and Six with at least two  
62 proposals to be obtained, was approved.

63

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

- 65 • Mr. Gilbert reviewed the report with the Board.

66

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

- 69 • Mr. Cohen and Dr. McKee reviewed safety and access items with the Board.

70

71 **EIGHTH ORDER OF BUSINESS** **District Manager’s Report**

- 72 • Mr. Faircloth noted that the old inactive deposits had been resolved with MuniBilling.
- 73 • The audit RFP document was provided by Ms. Syrek for review by Mr. Rudacille today  
74 and would be placed on the next agenda for approval by the Board.
- 75 • Changes to the meeting schedule on the District’s website had been made where each  
76 committee meeting is now listed.
- 77 • Mr. Faircloth reminded the Board to have all agendas sent to himself or the Recording  
78 Secretary for posting on the website as required by Statute.

79 **NINTH ORDER OF BUSINESS** **Attorney’s Report**

- 80 • Mr. Rudacille provided an update on the filing of a complaint against Evatech. Mr. Gipp
- 81 noted the draft complaint provided to him looked correct.

**TENTH ORDER OF BUSINESS** **Old Business**

**A. RCDD/RCA Activity Center Agreement**

- 84 • Mr. Spillane noted that Mr. Myhrberg developed a new RCDD/RCA Activity Center
- 85 Agreement.

86  
87 On MOTION by Ms. Syrek, seconded by Dr. McKee with all in  
88 favor, Mr. Rudacill was authorized to review the updated  
89 agreement and forward it to the RCA’s attorney for review.

**B. RCA Attorney January 24, 2023 Response**

- 92 • The Board tabled the RCA Attorney January 24, 2023 response item on the agenda.

94 On MOTION by Ms. Syrek, seconded by Mr. Myrhberg with all  
95 in favor, Mr. Rudacille was authorized to offer an extension until  
96 May 1, 2023 to the RCA for the termination of the agreement,  
97 and allow the Chairman to execute any necessary documents.

**C. Activity Center Maintenance Vendor Contracts Discussion**

- 99 **i. RCA Contracts**
- 100 **ii. Riverwood Landscape & Enhancement Proposal**

- 102 • The Board tabled this item.

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

**A. Tennis Courts Lighting Survey**

- 105 • The Board tabled this item.

**B. Rule Change Discussion**

- 107 **i. Deposit Review**

- 108 • The Board discussed a plan to approve a Resolution at the March 21, 2023 meeting for
- 109 rule changes, with the public hearing to be held May 16, 2023.

- 110 • The Board discussed the possibility of continuing the meeting to February 28, 2023 at
- 111 2:00 p.m.

**C. Office/Storage Space Discussion**

- 113 • This Discussion was tabled.

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

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

- 116 • Mr. Spillane Provided an update.

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

- 118 • Ms. Syrek provided an update.
- 119 • The Board tabled the Campus Pool Area Email Exchange item.
- 120 **C. Dog Park Committee: Mr. McKee**
- 121 • Dr. Mckee provided an update.
- 122 **D. Environmental Committee: Mr. Myhrberg**
- 123 • Mr. Myhrberg provided an update.
- 124 **E. Finance Committee: Ms. Syrek**
- 125 • Ms. Syrek provided an update.
- 126 • Mr. Faircloth inquired about the FY 2024 budget. Ms. Syrek requested Inframark send
- 127 the spreadsheet for the Committee to review and develop a draft budget to be presented
- 128 at the April meeting with tentative approval planned at the May meeting.
- 129 **F. RV Park Committee Report: Mr. Myhrberg**
- 130 • None.
- 131 **G. Safety & Access Control Committee: Dr. McKee**
- 132 • None.
- 133 **H. Sewer Committee: Mr. Gipp**
- 134 • Mr. Gipp provided an update.

On MOTION by Mr. Gipp, seconded by Mr. Myhrberg with all in favor, completion of work on the first surge tank was approved.

- 137
- 138 **I. Strategic Planning Committee: Mr. Myhrberg**
- 139 • Mr. Myhrberg provided an update.
- 140 • Discussion on the pergola ensued.
- 141 **J. Water/Utility Committee: Mr. Spillane**
- 142 • None.
- 143
- 144 **THIRTEENTH ORDER OF BUSINESS**                      **Supervisor Comments**
- 145 • Mr. Gipp provided comments on Mid-Atlantic.
- 146 **FOURTEENTH ORDER OF BUSINESS**                      **Audience Comments**
- 147 • Resident Comments were received regarding RFIP tags.
- 148

149 **FIFTEENTH ORDER OF BUSINESS** **Continuation**  
150

151 On MOTION by Ms. Syrek, seconded by Dr. McKee, with all in  
152 favor, the meeting was continued to February 28, 2023 at 2:00 p.m.

153  
154  
155  
156  
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Michael Spillane  
Chairman

**MINUTES OF CONTINUED MEETING  
RIVERWOOD  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Riverwood Community Development District held on Tuesday, February 21, 2023 at 2:00 p.m., was recessed and reconvened Tuesday, February 28, 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
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.

**TENTH ORDER OF BUSINESS** **Old Business**

- The Board discussed office space allocation and options.
- The Board requested Mr. Rudacille make a change to the agreement with the RCA for three years and attach an exhibit that outlines the room allocation and to add language regarding landscaping as discussed by the Board.
- The process of amending the rules was discussed.

39 **TWELFTH ORDER OF BUSINESS**

**Other Committee Reports**

- 40 • **Beach Club Committee** – N/A.
- 41 • **Campus Committee** – N/A.
- 42 • **Dog Park Committee** – N/A.
- 43 • **Environmental Committee** – N/A.
- 44 • **Finance Committee** – N/A.
- 45 • **RV Park Committee** – N/A.
- 46 • **Safety & Access Control Committee**

47

48

49 On MOTION by Dr. Mckee, seconded by Ms. Syrek with all in favor, an  
 50 adjustment to the issuance of passes to Golf Club employees after 45 days  
 51 of continuous work employment was approved.

52

- 53 • **Sewer Committee** – N/A.
- 54 • **Strategic Planning Committee** – N/A.
- 55 • **Water/Utility Committee** – N/A.

56 **THIRTEENTH ORDER OF BUSINESS**

**Supervisor Comments**

- 57 • Invoice workflows were discussed, and Mr. Faircloth provided responses.
- 58 • Mr. Myhrberg noted that posting of agendas should be seven days prior to the meeting  
 59 date and that Mr. Faircloth would provide the contact for the Board to send website  
 60 updates.

61 **FOURTEENTH ORDER OF BUSINESS**

**Audience Comments**

- 62 • Residents commented on the performance of BrightView.
- 63 • Mr. Faircloth noted he would be on vacation the week of March 13, 2023. Mr. Rudacille  
 64 also noted he would be on vacation that same week.

65

66 **FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

67 There being no further business,

68

69 On MOTION by Ms. Syrek, seconded by Mr. Myhrberg, with all in  
 70 favor, the meeting was adjourned at 2:55 p.m.

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Michael Spillane  
Chairman

**4B**

# Riverwood Community Development District

## Financial Statements

*(unaudited)*

February 28, 2023

*Prepared by*



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**Riverwood Community Development District**

**Financial Statements**

**Balance Sheet**  
February 28, 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,365,867	\$ 2,365,867
Equity in Pooled Cash	1,214,514	2,160,708	187,100	78,519	-	-	521,940	1,889,491	(6,052,272)	-
Accounts Receivable	27	-	106	-	-	-	14,288	-	-	14,421
Accounts Receivable > 120	-	-	-	-	-	-	118	-	-	118
FEMA Receivable	205,442	-	9,200	-	-	-	29,885	-	-	244,527
Loan Due from Beach Fund	165,492	-	-	-	-	-	-	-	-	165,492
Investments:										
Money Market Account	-	-	-	-	-	-	-	-	3,696,178	3,696,178
Reserve Fund	-	-	-	-	-	131,302	-	-	-	131,302
Revenue Fund	-	-	-	-	-	842,166	-	-	-	842,166
Accrued Revenue	-	-	-	-	-	-	192,327	-	-	192,327
<b>Total Current Assets</b>	<b>1,585,475</b>	<b>2,160,708</b>	<b>196,406</b>	<b>78,519</b>	<b>-</b>	<b>973,468</b>	<b>758,558</b>	<b>1,889,491</b>	<b>9,773</b>	<b>7,652,398</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>\$ 1,585,475</b>	<b>\$ 2,160,708</b>	<b>\$ 196,406</b>	<b>\$ 78,519</b>	<b>\$ -</b>	<b>\$ 973,468</b>	<b>\$ 8,150,535</b>	<b>\$ 1,889,491</b>	<b>\$ 9,773</b>	<b>\$ 15,044,375</b>

**Riverwood Community Development District**

**Financial Statements**

**Balance Sheet**  
February 28, 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	\$ 10,267	\$ -	\$ 87	\$ -	\$ -	\$ -	\$ 12,360	\$ -	\$ 9,773	\$ 32,487
Accrued Expenses	3,700	-	-	-	-	-	82,166	-	-	85,866
Sales Tax Payable	7	42	17	-	-	-	-	-	-	66
Deposits	-	-	-	-	-	-	200,621	-	-	200,621
Deferred Revenue	-	-	-	-	-	-	12,058	-	-	12,058
Loan Due to General Fund	-	-	-	-	165,492	-	-	-	-	165,492
<b>Total Current Liabilities</b>	<b>13,974</b>	<b>42</b>	<b>104</b>	<b>-</b>	<b>165,492</b>	<b>-</b>	<b>307,205</b>	<b>-</b>	<b>9,773</b>	<b>496,590</b>
<b>Total Liabilities</b>	<b>13,974</b>	<b>42</b>	<b>104</b>	<b>-</b>	<b>165,492</b>	<b>-</b>	<b>307,205</b>	<b>-</b>	<b>9,773</b>	<b>496,590</b>
<b>Fund Balances / Net Position</b>										
<b>Restricted for:</b>										
Debt Service	-	-	-	-	-	973,468	-	-	-	973,468
<b>Assigned to:</b>										
Operating Reserves	350,000	-	-	-	-	-	-	-	-	350,000
Reserves - Activity Center	-	569,950	-	-	-	-	-	-	-	569,950
Reserves - Settlement	-	255,043	-	-	-	-	-	-	-	255,043
Environmental Services	-	417,456	-	-	-	-	-	-	-	417,456
Reserves - Roadways	-	783,178	-	-	-	-	-	-	-	783,178
Reserves - RV Park	-	135,039	-	-	-	-	-	-	-	135,039
Reserves - Beach Club	-	-	-	78,519	-	-	-	-	-	157,038
<b>Unassigned:</b>	<b>1,221,501</b>	<b>-</b>	<b>196,302</b>	<b>-</b>	<b>(165,492)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,252,311</b>
Net Investment in capital assets	-	-	-	-	-	-	7,391,976	-	-	7,391,976
Reserves - Emergency	-	-	-	-	-	-	-	240,667	-	240,667
Reserves - Sewer System	-	-	-	-	-	-	-	1,330,420	-	1,330,420
Reserves - Water System	-	-	-	-	-	-	-	129,408	-	129,408
Reserves - Irrigation System	-	-	-	-	-	-	-	188,996	-	188,996
Unrestricted/Unreserved	-	-	-	-	-	-	451,354	-	-	451,354
<b>Total Fund Balances / Net Position</b>	<b>1,571,501</b>	<b>2,160,666</b>	<b>196,302</b>	<b>78,519</b>	<b>(165,492)</b>	<b>973,468</b>	<b>7,843,330</b>	<b>1,889,491</b>	<b>-</b>	<b>14,469,266</b>
<b>Total Liabilities &amp; Fund Balances / Net Position</b>	<b>\$ 1,585,475</b>	<b>\$ 2,160,708</b>	<b>\$ 196,406</b>	<b>\$ 78,519</b>	<b>\$ -</b>	<b>\$ 973,468</b>	<b>\$ 8,150,535</b>	<b>\$ 1,889,491</b>	<b>\$ 9,773</b>	<b>\$ 15,044,375</b>

**Riverwood Community Development District**

*Financial Statements*

**General Fund**

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

For the Period Ending February 28, 2023

(41.67% 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	\$ 133,460	\$ 40,863	\$ 92,597	\$ 1,253,865	\$ 1,269,699	\$ (15,834)	-1.2%	\$ 1,354,155
Special Assmnts- Discounts	(2,617)	(1,649)	(968)	(44,773)	(51,246)	6,473	-12.6%	(54,654)
Non-Resident Members	-	833	(833)	5,350	4,165	1,185	28.5%	10,000
Other Miscellaneous Revenues	100	42	58	3,832	210	3,622	1724.7%	500
Interest - Investments	3,431	141	3,290	12,938	705	12,233	1735.2%	1,693
<b>Total Revenue / Other Sources</b>	<b>134,374</b>	<b>40,230</b>	<b>94,144</b>	<b>1,231,211</b>	<b>1,223,533</b>	<b>7,678</b>	<b>0.6%</b>	<b>1,311,694</b>

**Expenditures**

**Administration**

P/R-Board of Supervisors	145	225	80	1,301	1,125	(176)	-15.6%	2,696
Payroll-Salaries	1,648	1,644	(4)	8,130	8,220	90	1.1%	19,724
ProfServ-Engineering	-	542	542	-	2,710	2,710	n/a	6,500
ProfServ-Mgmt Consulting	6,746	6,703	(43)	33,558	33,515	(43)	-0.1%	80,437
ProfServ-Legal Services	3,959	2,917	(1,042)	14,015	14,585	570	3.9%	35,000
ProfServ-Trustee Fees	-	-	-	-	3,717	3,717	n/a	3,717
Auditing Services	1,100	-	(1,100)	1,100	1,800	700	38.9%	3,600
Communications-Other	763	250	(513)	2,254	1,250	(1,004)	-80.3%	3,000
Insurance	-	-	-	22,612	20,712	(1,900)	-9.2%	20,712
Misc-Non Ad Valorem Taxes	-	208	208	-	1,040	1,040	n/a	2,500
Misc-Assessment Collection Cost	2,617	785	(1,832)	24,182	24,379	197	0.8%	26,000
Website Hosting/Email services	345	275	(70)	1,946	1,375	(571)	-41.5%	3,300
Janitorial /Office supplies	-	167	167	-	835	835	n/a	2,000
Office Expense	1,263	1,000	(263)	2,536	5,000	2,464	49.3%	12,000
Misc-Credit Card Fees	2	103	101	221	515	294	57.1%	1,232
<b>Total Administration</b>	<b>18,587</b>	<b>14,819</b>	<b>(3,768)</b>	<b>111,854</b>	<b>120,778</b>	<b>8,924</b>	<b>7.4%</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 February 28, 2023

(41.67% 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	3,276	3,533	257	17,935	17,665	(270)	-1.5%	42,391
Contracts-Preserve Maintenance	-	2,917	2,917	-	14,585	14,585	n/a	35,000
Contracts-Lakes	1,850	2,017	167	9,250	10,085	835	8.3%	24,200
ProfServ-Consultants	1,200	1,250	50	2,700	6,250	3,550	56.8%	15,000
Electricity - General	631	200	(431)	1,656	1,000	(656)	-65.6%	2,400
Utility - Water & Sewer	194	167	(27)	641	835	194	23.2%	2,000
R&M-Sidewalks	3,360	833	(2,527)	3,360	4,165	805	19.3%	10,000
R&M-Storm Drain Cleaning	-	1,250	1,250	-	6,250	6,250	n/a	15,000
R&M-Preserves	2,600	5,000	2,400	3,385	25,000	21,615	86.5%	60,000
R&M-Road Scaping	41	833	793	289	4,165	3,876	93.1%	10,000
R&M-Roads,Signage,Striping	-	917	917	-	4,585	4,585	n/a	11,000
R&M-Lakes,Bank Erosion,Planting	-	417	417	-	2,085	2,085	n/a	5,000
Misc-Contingency	-	1,763	1,763	-	8,815	8,815	n/a	21,157
<b>Total Environmental Services</b>	<b>13,152</b>	<b>21,097</b>	<b>7,945</b>	<b>39,216</b>	<b>105,485</b>	<b>66,269</b>	<b>62.8%</b>	<b>253,148</b>
<b>Activity Center Campus</b>								
P/R-Board of Supervisors	108	167	59	970	835	(135)	-16.1%	2,000
Payroll-Salaries	2,052	2,055	3	10,452	10,275	(177)	-1.7%	24,656
Payroll-Maintenance	1,271	1,449	178	6,162	7,245	1,083	15.0%	17,391
Payroll-Gatehouse	20,492	20,467	(25)	98,149	102,337	4,188	4.1%	245,609
Electricity - General	9,778	4,222	(5,556)	24,884	21,110	(3,774)	-17.9%	50,666
Utility - Water & Sewer	1,922	1,333	(589)	5,683	6,665	982	14.7%	16,000
Insurance - Property	-	-	-	35,047	32,100	(2,947)	-9.2%	32,103
R&M-Pools	48	667	619	510	3,335	2,825	84.7%	8,000
R&M-Fitness Equipment	-	417	417	1,370	2,085	715	34.3%	5,000
R&M-Gate	1,182	2,083	901	3,778	10,417	6,639	63.7%	25,000
R&M-Gatehouse/Security	(41,250)	2,083	43,333	4,085	10,417	6,332	60.8%	25,000
Op Supplies - Gatehouse	848	1,250	402	1,048	6,250	5,202	83.2%	15,000
R&M-Activity Campus Buildings	1,242	3,333	2,091	17,974	16,665	(1,309)	-7.9%	40,000
Misc-Special Projects	-	6,373	6,373	-	31,865	31,865	n/a	76,477
Tools and Equipment	113	1,250	1,137	3,166	6,250	3,084	49.4%	15,000
Operating Supplies	-	167	167	-	835	835	n/a	2,000
Misc-Contingency	-	1,520	1,520	-	7,600	7,600	n/a	18,241
Capital Outlay	10,145	-	(10,145)	10,145	-	(10,145)	0.0%	-
<b>Total Activity Center Campus</b>	<b>7,950</b>	<b>48,837</b>	<b>40,887</b>	<b>223,422</b>	<b>276,285</b>	<b>52,864</b>	<b>19.1%</b>	<b>618,143</b>
<b>Total Expenditures</b>	<b>39,689</b>	<b>84,753</b>	<b>45,064</b>	<b>374,492</b>	<b>502,548</b>	<b>128,057</b>	<b>25.5%</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 February 28, 2023

(41.67% 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	32,494	32,495	1	0.0%	77,985
Reserve - Roadways	10,833	10,833	(0)	54,167	54,165	(2)	0.0%	130,000
Reserve - Environmental Services	833	833	(0)	4,167	4,165	(2)	0.0%	10,000
<b>Total Transfers Out</b>	<b>18,165</b>	<b>18,165</b>	<b>(0)</b>	<b>90,827</b>	<b>90,825</b>	<b>(2)</b>	<b>0.0%</b>	<b>217,985</b>
<b>Total Expenditures &amp; Transfers</b>	<b>57,855</b>	<b>102,918</b>	<b>45,064</b>	<b>465,319</b>	<b>593,373</b>	<b>128,055</b>	<b>21.6%</b>	<b>1,311,694</b>
Net Surplus (Deficit)	<u>\$ 76,519</u>	<u>\$ (62,688)</u>	<u>\$ 139,208</u>	765,892	630,160	135,733		-
<b>Fund balance as of Oct 01, 2022</b>				805,608	805,608	-		805,608
<b>Fund Balance as of Feb 28, 2023</b>				<u>\$ 1,571,500</u>	<u>\$ 1,435,767</u>	<u>\$ 135,733</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 February 28, 2023

(41.67% 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	600	4,750	(4,150)	53,507	23,750	29,757	125.3%	57,000
Transfer In - Roadways	10,833	10,833	0	54,167	54,165	2	0.0%	130,000
Transfer In - Environmental Services	833	833	0	4,167	4,165	2	0.0%	10,000
Transfer In - Activity Center Campus	6,499	6,499	(0)	32,494	32,495	(1)	0.0%	77,985
Other Miscellaneous Revenues	8	-	8	46	-	46	n/a	-
Interest - Investments	6,214	-	6,214	28,864	-	28,864	n/a	-
<b>Total Revenue / Other Sources</b>	<b>24,988</b>	<b>22,915</b>	<b>2,073</b>	<b>173,244</b>	<b>114,575</b>	<b>58,669</b>	<b>51.2%</b>	<b>274,985</b>
<b>Expenditures</b>								
<b>Activity Center Campus</b>								
Reserve-Activity Center Campus	-	6,499	6,499	-	32,495	32,495	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>32,495</b>	<b>22,625</b>	<b>69.6%</b>	<b>77,985</b>
<b>Roadways</b>								
Reserve - Roadways	-	10,833	10,833	-	54,165	54,165	100.0%	130,000
Materials & Supplies	41,250	-	(41,250)	41,250	-	(41,250)	n/a	-
<b>Total Roadways</b>	<b>41,250</b>	<b>10,833</b>	<b>(30,417)</b>	<b>41,250</b>	<b>54,165</b>	<b>12,915</b>	<b>23.8%</b>	<b>130,000</b>
<b>RV Park</b>								
Reserve - RV Park	-	2,506	2,506	-	12,530	12,530	100.0%	30,070
Payroll- RV Park	951	1,000	49	5,146	5,000	(146)	-2.9%	12,000
Materials & Supplies	0	417	417	0	2,085	2,085	100.0%	5,000
Capital Projects	-	708	708	-	3,540	3,540	100.0%	8,500
Postage and Freight	-	3	3	-	15	15	100.0%	40
Fuel, Gasoline and Oil	-	8	8	-	40	40	100.0%	90
Credit Card Fees	-	108	108	1,230	540	(690)	-127.8%	1,300
<b>Total RV Park</b>	<b>951</b>	<b>4,750</b>	<b>3,799</b>	<b>6,376</b>	<b>23,750</b>	<b>17,374</b>	<b>73.2%</b>	<b>57,000</b>
<b>Environmental Services</b>								
Reserve - Environmental Services	-	833	833	-	4,165	4,165	100.0%	10,000
<b>Total Environmental Services</b>	<b>-</b>	<b>833</b>	<b>833</b>	<b>-</b>	<b>4,165</b>	<b>4,165</b>	<b>100.0%</b>	<b>10,000</b>
<b>Total Expenditures</b>	<b>42,201</b>	<b>22,915</b>	<b>(19,286)</b>	<b>57,496</b>	<b>114,575</b>	<b>57,079</b>	<b>49.8%</b>	<b>274,985</b>
Net Surplus (Deficit)	<b>\$ (17,213)</b>	<b>\$ -</b>	<b>\$ (17,213)</b>	115,748	-	115,748		-
Fund balance as of Oct 01, 2022				2,044,918	2,044,918	-		2,044,918
Fund Balance as of Feb 28, 2023				<b>\$ 2,160,666</b>	<b>\$ 2,044,918</b>	<b>\$ 115,748</b>		<b>\$ 2,044,918</b>

**General Fund - Reserves**

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

For the Period Ending February 28, 2023

(41.67% 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	\$4,167	\$5,583	\$0	\$417,456
Activity Center Campus Reserve	\$539,731	\$32,540	\$7,549	\$9,870	\$569,950
Roadways Reserve	\$759,490	\$54,167	\$10,771	\$41,250	\$783,178
Construction Settlement Reserve	\$251,618	\$0	\$3,425	\$0	\$255,043
RV Park Reserve	\$86,373	\$53,507	\$1,535	\$6,376	\$135,039
<b>Total</b>	<b>\$2,044,918</b>	<b>\$144,380</b>	<b>\$28,864</b>	<b>\$57,496</b>	<b>\$2,160,666</b>

**Riverwood Community Development District**

*Financial Statements*

**Beach Club Fund - Operations**

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

For the Period Ending February 28, 2023

(41.67% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
Membership Dues	\$ -	\$ -	\$ -	\$ 161,500	\$ 161,500	\$ -	0.0%	\$ 161,500
Initiation Fees	50	250	(200)	1,350	1,250	100	8.0%	3,000
Amenities Revenue	198	83	115	495	415	80	19.3%	1,000
Summer Membership	-	625	(625)	-	3,125	(3,125)	-100.0%	7,500
Other Miscellaneous Revenues	20	42	(22)	169	210	(41)	-19.7%	500
Interest - Investments	222	17	205	1,040	85	955	1123.4%	200
<b>Total Revenue / Other Sources</b>	<b>490</b>	<b>1,017</b>	<b>(527)</b>	<b>164,553</b>	<b>166,585</b>	<b>(2,032)</b>	<b>-1.2%</b>	<b>173,700</b>

**Expenditures**

**Beach Club Operations**

Payroll-Administrative	439	417	(22)	2,144	2,085	(59)	-2.8%	5,000
Payroll-Attendants	5,141	6,195	1,054	23,464	30,975	7,511	24.2%	74,339
ProfServ-Mgmt Consulting	432	429	(3)	2,149	2,145	(4)	-0.2%	5,150
Auditing Services	550	-	(550)	550	900	350	38.9%	1,800
Contracts-On-Site Maintenance	-	83	83	85	415	330	79.5%	1,000
Contracts-Landscape	-	250	250	-	1,250	1,250	100.0%	3,000
Communication - Telephone	221	208	(13)	825	1,040	215	20.7%	2,500
Utility - General	25	75	50	372	375	3	0.8%	900
Utility - Refuse Removal	73	75	2	366	375	9	2.5%	900
Utility - Water & Sewer	116	150	34	393	750	357	47.6%	1,800
Insurance	-	-	-	19,100	17,495	(1,605)	-9.2%	17,495
R&M-Buildings	50	417	367	1,492	2,085	593	28.4%	5,000
R&M-Equipment	-	417	417	610	2,085	1,475	70.7%	5,000
Preventative Maint-Security Systems	-	146	146	-	730	730	100.0%	1,750
Misc-Special Projects	-	250	250	-	1,250	1,250	100.0%	3,000
Misc-Web Hosting	-	46	46	-	230	230	100.0%	550
Misc-Taxes	-	-	-	-	756	756	100.0%	756
Misc-Contingency	-	260	260	-	1,300	1,300	100.0%	3,116
Credit Card Fees	5	417	412	4,067	2,085	(1,982)	-95.1%	5,000
Office Supplies	-	17	17	-	85	85	100.0%	200
Op Supplies - General	36	83	47	290	415	125	30.0%	1,000
<b>Total Beach Club Operations</b>	<b>7,089</b>	<b>9,935</b>	<b>2,846</b>	<b>55,906</b>	<b>68,826</b>	<b>12,920</b>	<b>18.8%</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 February 28, 2023

(41.67% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Debt Service</b>								
Principal Debt Retirement	-	-	-	-	-	-	n/a	23,617
Interest Expense	-	-	-	-	-	-	n/a	827
<b>Total Debt Service</b>	-	-	-	-	-	-	n/a	<b>24,444</b>
<b>Total Expenditures</b>	<b>7,089</b>	<b>9,935</b>	<b>2,846</b>	<b>55,906</b>	<b>68,826</b>	<b>12,920</b>	<b>18.8%</b>	<b>163,700</b>
<b>Transfer Out</b>								
Reserve - Beach Club	833	833	(0)	4,167	4,165	(2)	0.0%	10,000
<b>Total Transfer Out</b>	<b>833</b>	<b>833</b>	<b>(0)</b>	<b>4,167</b>	<b>4,165</b>	<b>(2)</b>	<b>0.0%</b>	<b>10,000</b>
<b>Total Expenditures &amp; Transfer</b>	<b>7,923</b>	<b>10,768</b>	<b>2,845</b>	<b>60,073</b>	<b>72,991</b>	<b>12,918</b>	<b>17.7%</b>	<b>173,700</b>
Net Surplus (Deficit)	<u>\$ (7,433)</u>	<u>\$ (9,751)</u>	<u>\$ 2,318</u>	104,481	93,594	10,887		-
Fund balance as of Oct 01, 2022				91,822	91,822	-		91,822
Fund Balance as of Feb 28, 2023				<u>\$ 196,303</u>	<u>\$ 185,416</u>	<u>\$ 10,887</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 February 28, 2023

(41.67% 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	\$ 4,167	\$ 4,165	\$ 2	0.0%	\$ 10,000
<b>Total Revenue / Other Sources</b>	<b>833</b>	<b>833</b>	<b>0</b>	<b>4,167</b>	<b>4,165</b>	<b>2</b>	<b>0.0%</b>	<b>10,000</b>
<b>Expenditures</b>								
Reserve - Beach Club	-	833	833	-	4,165	4,165	100.0%	10,000
<b>Total Expenditures</b>	<b>-</b>	<b>833</b>	<b>833</b>	<b>-</b>	<b>4,165</b>	<b>4,165</b>	<b>0.0%</b>	<b>10,000</b>
Net Surplus (Deficit)	<u>\$ 833</u>	<u>\$ -</u>	<u>\$ 833</u>	4,167	-	4,167		-
Fund balance as of Oct 01, 2022				74,352	74,352	-		74,352
Fund Balance as of Feb 28, 2023				<u>\$ 78,519</u>	<u>\$ 74,352</u>	<u>\$ 4,167</u>		<u>\$ 74,352</u>

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Beach Club Reserve	\$74,353	\$4,167	\$0	\$0	\$78,520
<b>Total</b>	<b>\$74,353</b>	<b>\$4,167</b>	<b>\$0</b>	<b>\$0</b>	<b>\$78,520</b>

**Beach Club Fund - Loan**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
 For the Period Ending February 28, 2023

(41.67% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
<b>Revenue / Other Sources</b>								
<b>Total Revenue / Other Sources</b>	-	-	-	-	-	-	n/a	-
<b>Expenditures</b>								
<b>Total Expenditures</b>	-	-	-	-	-	-	n/a	-
Net Surplus (Deficit)	\$ -	\$ -	\$ -	-	-	-		-
Fund balance as of Oct 01, 2022				(165,492)	(165,492)	-		(165,492)
Fund Balance as of Feb 28, 2023				<u>\$ (165,492)</u>	<u>\$ (165,492)</u>	<u>\$ -</u>		<u>\$ (165,492)</u>

**Riverwood Community Development District**

*Financial Statements*

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

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

For the Period Ending February 28, 2023

(41.67% 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	\$ 44,063	\$ 21,075	\$ 22,988	\$ 644,660	\$ 654,854	\$ (10,194)	-1.6%	\$ 698,412
Special Assmnts- Discounts	(864)	(843)	(21)	(23,462)	(26,194)	2,732	-10.4%	(27,936)
Interest - Investments	2,269	42	2,227	6,044	210	5,834	2778.1%	500
<b>Total Revenue / Other Sources</b>	<b>45,468</b>	<b>20,274</b>	<b>25,194</b>	<b>627,242</b>	<b>628,870</b>	<b>(1,628)</b>	<b>-0.3%</b>	<b>670,976</b>
<b>Expenditures</b>								
<b>Debt Service</b>								
Misc-Assessment Collection Cost	864	422	(442)	12,424	13,097	673	5.1%	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>864</b>	<b>422</b>	<b>(442)</b>	<b>124,357</b>	<b>125,031</b>	<b>673</b>	<b>0.5%</b>	<b>677,835</b>
<b>Total Expenditures</b>	<b>864</b>	<b>422</b>	<b>(442)</b>	<b>124,357</b>	<b>125,031</b>	<b>673</b>	<b>0.5%</b>	<b>677,835</b>
Net Surplus (Deficit)	<u>\$ 44,604</u>	<u>\$ 19,852</u>	<u>\$ 24,752</u>	502,884	503,840	(955)		(6,859)
Fund balance as of Oct 01, 2022				470,583	470,583	-		470,583
Fund Balance as of Feb 28, 2023				<u>\$ 973,468</u>	<u>\$ 974,423</u>	<u>\$ (955)</u>		<u>\$ 463,724</u>

**Enterprise Fund - Breakdown by Utility Services**

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

For the Period Ending February 28, 2023

(41.67% 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	\$ 193,118	\$ 546,294	\$ 97,442	\$ 836,854	\$ 831,955	\$ 4,899	0.6%	\$ 1,996,700
Usage Charges for Services	99,078	-	-	99,078	87,155	11,923	13.7%	209,170
Standby Fees	-	2,791	-	2,791	2,625	166	6.3%	6,300
Meter Fees	-	-	-	-	415	(415)	-100.0%	1,000
Connection Fees - W/S	-	5,000	-	5,000	-	5,000	0.0%	-
Backflow Fees	-	-	-	-	12,610	(12,610)	-100.0%	30,259
Other Miscellaneous Revenues	1,028	4,685	-	5,713	4,915	798	16.2%	11,800
Interest - Investments	1,215	2,265	507	3,987	335	3,652	1090.2%	800
<b>Total Revenue / Other Sources</b>	<b>294,439</b>	<b>561,035</b>	<b>97,949</b>	<b>953,423</b>	<b>940,010</b>	<b>13,413</b>	<b>1.4%</b>	<b>2,256,029</b>
<b>Expenses</b>								
Administration	21,710	77,413	8,547	107,669	129,826	22,157	17.1%	230,906
Utility Services	220,552	259,410	23,355	503,317	683,820	180,503	26.4%	1,641,123
Transfers Out	12,500	129,167	18,333	160,000	160,000	-	0.0%	384,000
<b>Total Expenses</b>	<b>254,762</b>	<b>465,990</b>	<b>50,235</b>	<b>770,987</b>	<b>973,646</b>	<b>202,659</b>	<b>20.8%</b>	<b>2,256,029</b>
Net Profit (Loss)	<u>\$ 39,677</u>	<u>\$ 95,045</u>	<u>\$ 47,715</u>	182,437	(33,636)	216,073		-
<b>Net Position as of Oct 01, 2022</b>				7,660,892	7,660,892	-		7,660,892
<b>Net Position as of Feb 28, 2023</b>				<u>\$ 7,843,329</u>	<u>\$ 7,627,256</u>	<u>\$ 216,073</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 February 28, 2023

(41.67% 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	\$ 38,621	\$ 38,308	\$ 313	\$ 193,118	\$ 191,540	\$ 1,578	0.8%	\$ 459,700
Water-Usage	23,974	17,431	6,543	99,078	87,155	11,923	13.7%	209,170
Backflow Fees	-	2,522	(2,522)	-	12,610	(12,610)	-100.0%	30,259
Other Miscellaneous Revenues	139	150	(11)	1,028	750	278	37.1%	1,800
Interest - Investments	392	25	367	1,215	125	1,090	872.0%	300
<b>Total Revenue / Other Sources</b>	<b>63,126</b>	<b>58,436</b>	<b>4,690</b>	<b>294,439</b>	<b>292,180</b>	<b>2,259</b>	<b>0.8%</b>	<b>701,229</b>
<b>Administration</b>								
P/R-Board of Supervisors	148	229	81	1,331	1,145	(186)	-16.2%	2,745
Payroll-Project Manager	1,682	1,667	(15)	8,679	8,335	(344)	-4.1%	20,000
ProfServ-Engineering	-	417	417	-	2,085	2,085	100.0%	5,000
ProfServ-Legal Services	328	567	239	410	2,835	2,426	85.6%	6,800
ProfServ-Mgmt Consulting	459	456	(3)	2,284	2,280	(4)	-0.2%	5,474
Auditing Services	935	-	(935)	935	1,530	595	38.9%	3,060
Postage and Freight	-	26	26	-	130	130	100.0%	306
Insurance	-	-	-	8,069	7,391	(678)	-9.2%	7,391
Printing and Binding	3	28	25	3	140	137	98.2%	340
Legal Advertising	-	40	40	-	200	200	100.0%	485
Miscellaneous Services	-	79	79	-	395	395	100.0%	949
Office Supplies	-	9	9	-	45	45	100.0%	102
<b>Total Administration</b>	<b>3,554</b>	<b>3,518</b>	<b>(36)</b>	<b>21,710</b>	<b>26,511</b>	<b>4,801</b>	<b>18.1%</b>	<b>52,652</b>
<b>Utility Services</b>								
ProfServ-Utility Billing	963	856	(107)	4,653	4,280	(373)	-8.7%	10,266
Contracts-Other Services	3,887	4,482	595	21,219	22,410	1,191	5.3%	53,783
Utility - Base Rate	12,764	12,764	0	63,818	63,820	2	0.0%	153,162
Utility - Water-Usage	33,222	24,935	(8,287)	130,842	124,675	(6,167)	-4.9%	299,218
Utility-CCU Admin Fee	4	4	(0)	21	20	(1)	-7.3%	50
R&M-General	-	4,625	4,625	-	23,125	23,125	100.0%	55,500
Misc-Licenses & Permits	-	25	25	-	125	125	100.0%	300
Back Flow Preventors	-	2,522	2,522	-	12,610	12,610	100.0%	30,259
Misc-Contingency	-	1,337	1,337	-	6,685	6,685	100.0%	16,039
<b>Total Utility Services</b>	<b>50,839</b>	<b>51,550</b>	<b>711</b>	<b>220,552</b>	<b>257,750</b>	<b>37,198</b>	<b>14.4%</b>	<b>618,577</b>
<b>Total Expenses</b>	<b>54,393</b>	<b>55,068</b>	<b>675</b>	<b>242,262</b>	<b>284,261</b>	<b>41,999</b>	<b>14.8%</b>	<b>671,229</b>

**Enterprise Fund - Water Services**

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

For the Period Ending February 28, 2023

(41.67% 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	-	12,500	12,500	-	0.0%	30,000
<b>Total Transfers Out</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>12,500</b>	<b>12,500</b>	<b>-</b>	<b>0.0%</b>	<b>30,000</b>
<b>Total Expenses &amp; Transfers</b>	<b>56,893</b>	<b>57,568</b>	<b>675</b>	<b>254,762</b>	<b>296,761</b>	<b>41,999</b>	<b>14.2%</b>	<b>701,229</b>
Net Profit (Loss)	<u>\$ 6,233</u>	<u>\$ 868</u>	<u>\$ 5,365</u>	<u>\$ 39,677</u>	<u>\$ (4,581)</u>	<u>\$ 44,258</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 February 28, 2023

(41.67% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	%	
<b>Revenue / Other Sources</b>								
Sewer Revenue	\$ 109,344	\$ 108,250	\$ 1,094	\$ 546,294	\$ 541,250	\$ 5,044	0.9%	\$ 1,299,000
Standby Fees	571	525	46	2,791	2,625	166	6.3%	6,300
Connection Fees - W/S	-	-	-	5,000	-	5,000	n/a	-
Other Miscellaneous Revenues	635	833	(198)	4,685	4,165	520	12.5%	10,000
Interest - Investments	731	42	689	2,265	210	2,055	978.6%	500
<b>Total Revenue / Other Sources</b>	<b>111,280</b>	<b>109,650</b>	<b>1,630</b>	<b>561,035</b>	<b>548,250</b>	<b>12,785</b>	<b>2.3%</b>	<b>1,315,800</b>
<b>Expenses</b>								
<b>Administration</b>								
P/R-Board of Supervisors	374	579	205	3,366	2,895	(471)	-16.3%	6,943
Payroll-Project Manager	2,174	2,167	(7)	11,228	10,835	(393)	-3.6%	26,000
ProfServ-Engineering	-	1,667	1,667	-	8,335	8,335	100.0%	20,000
ProfServ-Legal Services	-	1,467	1,467	683	7,335	6,653	90.7%	17,600
ProfServ-Mgmt Consulting	2,002	1,989	(13)	9,959	9,945	(14)	-0.1%	23,870
Auditing Services	2,365	-	(2,365)	2,365	3,870	1,505	38.9%	7,740
Postage and Freight	75	65	(10)	90	325	235	72.2%	775
Insurance	-	-	-	49,156	45,026	(4,130)	-9.2%	45,026
Printing and Binding	6	72	66	6	360	354	98.2%	860
Legal Advertising	-	-	-	-	-	-	n/a	3
Miscellaneous Services	-	200	200	560	1,000	440	44.0%	2,399
Office Supplies	-	25	25	-	125	125	100.0%	300
<b>Total Administration</b>	<b>6,996</b>	<b>8,231</b>	<b>1,235</b>	<b>77,413</b>	<b>90,051</b>	<b>12,638</b>	<b>14.0%</b>	<b>151,516</b>
<b>Utility Services</b>								
ProfServ-Utility Billing	6,002	5,330	(672)	28,990	26,650	(2,340)	-8.8%	63,962
Electricity - General	7,854	4,750	(3,104)	25,024	23,750	(1,274)	-5.4%	57,000
Utility - Water & Sewer	383	292	(91)	2,357	1,460	(897)	-61.5%	3,500
Communication - Telephone	553	542	(11)	2,590	2,710	120	4.4%	6,500
Contracts-Other Services	24,216	27,926	3,710	132,210	139,630	7,420	5.3%	335,110
R&M-Sludge Hauling	11,718	6,385	(5,333)	39,890	31,925	(7,965)	-24.9%	76,620
Maintenance - Security Systems	-	146	146	-	730	730	100.0%	1,750
R&M-General	12,945	20,833	7,888	8,574	104,165	95,591	91.8%	250,000
Misc-Licenses & Permits	-	12	12	-	60	60	100.0%	140
Misc-Bad Debt	-	292	292	-	1,460	1,460	100.0%	3,500
Misc-Contingency	191	2,350	2,159	1,083	11,750	10,667	90.8%	28,202
Op Supplies - Chemicals	1,398	2,333	935	18,692	11,665	(7,027)	-60.2%	28,000
<b>Total Utility Services</b>	<b>65,260</b>	<b>71,191</b>	<b>5,931</b>	<b>259,410</b>	<b>355,955</b>	<b>96,545</b>	<b>27.1%</b>	<b>854,284</b>
<b>Total Expenses</b>	<b>72,256</b>	<b>79,422</b>	<b>7,166</b>	<b>336,823</b>	<b>446,006</b>	<b>109,183</b>	<b>24.5%</b>	<b>1,005,800</b>

**Riverwood Community Development District**

*Financial Statements*

**Enterprise Fund - Sewer Services**

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

For the Period Ending February 28, 2023

(41.67% 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)	129,167	129,165	(2)	0.0%	310,000
<b>Total Transfers Out</b>	<b>25,833</b>	<b>25,833</b>	<b>(0)</b>	<b>129,167</b>	<b>129,165</b>	<b>(2)</b>	<b>0.0%</b>	<b>310,000</b>
<b>Total Expenses &amp; Transfers</b>	<b>98,089</b>	<b>105,255</b>	<b>7,166</b>	<b>465,990</b>	<b>575,171</b>	<b>109,181</b>	<b>19.0%</b>	<b>1,315,800</b>
Net Profit (Loss)	<u>\$ 13,191</u>	<u>\$ 4,395</u>	<u>\$ 8,796</u>	<u>\$ 95,045</u>	<u>\$ (26,921)</u>	<u>\$ 121,966</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 February 28, 2023

(41.67% 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	\$ 19,817	\$ 19,833	\$ (17)	\$ 97,442	\$ 99,165	\$ (1,723)	-1.7%	\$ 238,000
Meter Fees	-	83	(83)	-	415	(415)	-100.0%	1,000
Interest - Investments	164	-	164	507	-	507	n/a	-
<b>Total Revenue / Other Sources</b>	<b>19,980</b>	<b>19,916</b>	<b>64</b>	<b>97,949</b>	<b>99,580</b>	<b>(1,631)</b>	<b>-1.6%</b>	<b>239,000</b>
<b>Expenses</b>								
<b>Administration</b>								
P/R-Board of Supervisors	87	135	48	783	675	(108)	-16.1%	1,616
Payroll-Project Manager	492	500	8	2,549	2,500	(49)	-2.0%	6,000
ProfServ-Engineering	-	443	443	-	2,215	2,215	100.0%	5,320
ProfServ-Legal Services	-	417	417	-	2,085	2,085	100.0%	5,000
ProfServ-Mgmt Consulting	197	196	(1)	979	980	1	0.1%	2,346
Auditing Services	550	-	(550)	550	900	350	38.9%	1,800
Postage and Freight	2	15	14	2	75	74	98.0%	180
Insurance	-	-	-	3,683	3,374	(309)	-9.2%	3,374
Printing and Binding	-	17	17	-	85	85	100.0%	200
Legal Advertising	-	24	24	-	120	120	100.0%	285
Miscellaneous Services	-	46	46	-	230	230	100.0%	557
Office Supplies	-	5	5	-	25	25	100.0%	60
<b>Total Administration</b>	<b>1,327</b>	<b>1,798</b>	<b>471</b>	<b>8,547</b>	<b>13,264</b>	<b>4,717</b>	<b>35.6%</b>	<b>26,738</b>
<b>Utility Services</b>								
ProfServ-Utility Billing	445	395	(50)	2,148	1,975	(173)	-8.8%	4,738
Electricity - General	167	2,500	2,333	3,432	12,500	9,068	72.5%	30,000
Contracts-Other Services	1,794	2,069	275	9,793	10,345	552	5.3%	24,823
Utility - Water-Usage	1,293	3,667	2,374	7,960	18,335	10,375	56.6%	44,000
Utility-CCU Admin Fee	4	-	(4)	21	-	(21)	n/a	-
R&M-General	-	4,167	4,167	-	20,835	20,835	100.0%	50,000
Misc-Contingency	-	558	558	-	2,790	2,790	100.0%	6,701
Op Supplies - Chemicals	-	667	667	-	3,335	3,335	100.0%	8,000
<b>Total Utility Services</b>	<b>3,702</b>	<b>14,023</b>	<b>10,321</b>	<b>23,355</b>	<b>70,115</b>	<b>46,760</b>	<b>66.7%</b>	<b>168,262</b>
<b>Total Expenses</b>	<b>5,030</b>	<b>15,821</b>	<b>10,791</b>	<b>31,901</b>	<b>83,379</b>	<b>51,478</b>	<b>61.7%</b>	<b>195,000</b>

**Enterprise Fund - Irrigation Services**

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

For the Period Ending February 28, 2023

(41.67% 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	18,333	18,335	2	0.0%	44,000
<b>Total Transfers Out</b>	<b>3,667</b>	<b>3,667</b>	<b>0</b>	<b>18,333</b>	<b>18,335</b>	<b>2</b>	<b>0.0%</b>	<b>44,000</b>
<b>Total Expenses &amp; Transfers</b>	<b>8,696</b>	<b>19,488</b>	<b>10,792</b>	<b>50,235</b>	<b>101,714</b>	<b>51,479</b>	<b>50.6%</b>	<b>239,000</b>
Net Profit (Loss)	<u>\$ 11,284</u>	<u>\$ 428</u>	<u>\$ 10,856</u>	<u>\$ 47,715</u>	<u>\$ (2,134)</u>	<u>\$ 49,849</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 February 28, 2023

(41.67% 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	\$ -	\$ 12,500	\$ 12,500	\$ -	0.0%	\$ 30,000
Transfer In - Sewer Services	25,833	25,833	0	129,167	129,165	2	0.0%	310,000
Transfer In - Irrigation Services	3,667	3,667	(0)	18,333	18,335	(2)	0.0%	44,000
Interest - Investments	4,630	-	4,630	22,597	-	22,597	n/a	-
<b>Total Revenue / Other Sources</b>	<b>36,630</b>	<b>32,000</b>	<b>4,630</b>	<b>182,597</b>	<b>160,000</b>	<b>22,597</b>	<b>14.1%</b>	<b>384,000</b>
<b>Expenses</b>								
<b>Water Services</b>								
Capital Projects	-	-	-	261,206	-	(261,206)	n/a	-
Reserve - Water System	-	2,500	2,500	-	12,500	12,500	100.0%	30,000
<b>Total Water Services</b>	<b>-</b>	<b>2,500</b>	<b>2,500</b>	<b>261,206</b>	<b>12,500</b>	<b>(248,706)</b>	<b>-1989.6%</b>	<b>30,000</b>
<b>Sewer Services</b>								
Reserve - Sewer System	-	25,833	25,833	-	129,165	129,165	100.0%	310,000
<b>Total Sewer Services</b>	<b>-</b>	<b>25,833</b>	<b>25,833</b>	<b>-</b>	<b>129,165</b>	<b>129,165</b>	<b>100.0%</b>	<b>310,000</b>
<b>Irrigation Services</b>								
Reserves - Irrigation System	-	3,667	3,667	-	18,335	18,335	100.0%	44,000
<b>Total Irrigation Services</b>	<b>-</b>	<b>3,667</b>	<b>3,667</b>	<b>-</b>	<b>18,335</b>	<b>18,335</b>	<b>100.0%</b>	<b>44,000</b>
<b>Total Expenses</b>	<b>-</b>	<b>32,000</b>	<b>32,000</b>	<b>261,206</b>	<b>160,000</b>	<b>(101,206)</b>	<b>-63.3%</b>	<b>384,000</b>
Net Profit (Loss)	<u>\$ 36,630</u>	<u>\$ -</u>	<u>\$ 36,630</u>	(78,609)	-	(78,609)		-
<b>Net Position as of Oct 01, 2022</b>				1,968,100	1,968,100	-		1,968,100
<b>Net Position as of Feb 28, 2023</b>				<u>\$ 1,889,491</u>	<u>\$ 1,968,100</u>	<u>\$ (78,609)</u>		<u>\$ 1,968,100</u>

**Reserve Balances**

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Water Services Reserve	\$375,083	\$12,500	\$3,032	\$261,206	\$129,408
Sewer Services Reserve	\$1,184,102	\$129,167	\$17,151	\$0	\$1,330,420
Irrigation Services Reserve	\$168,248	\$18,333	\$2,414	\$0	\$188,996
Emergency Reserve	\$240,667	\$0	\$0	\$0	\$240,667
<b>Total</b>	<b>\$1,968,100</b>	<b>\$160,000</b>	<b>\$22,597</b>	<b>\$261,206</b>	<b>\$1,889,490</b>

Shared Services

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending February 28, 2023

(41.67% 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>	\$ 861	\$ 1,335	\$ 474	\$ 7,751	\$ 6,675	\$ (1,076)	-16.1%	\$ 16,000
Allocated to GF (Activity Ctr)	(108)	(167)	(59)	(970)	(835)	135	-16.1%	(2,000)
Allocated to Water	(148)	(229)	(81)	(1,331)	(1,145)	186	-16.2%	(2,745)
Allocated to Sewer	(374)	(579)	(205)	(3,366)	(2,895)	471	-16.3%	(6,943)
Allocated to Irrigation	(87)	(135)	(48)	(783)	(675)	108	-16.1%	(1,616)
<b>Balance in General Fund (Admin)</b>	<b>145</b>	<b>225</b>	<b>80</b>	<b>1,301</b>	<b>1,125</b>	<b>(176)</b>	<b>-15.6%</b>	<b>2,696</b>
<b>Total Payroll - Salaries</b>	\$ 34,952	\$ 36,144	\$ 1,192	\$ 168,814	\$ 180,722	\$ 11,908	6.6%	\$ 433,719
Allocated to GF (Activity Ctr Salaries)	(2,052)	(2,055)	(3)	(10,452)	(10,275)	177	-1.7%	(24,656)
Allocated to GF (Activity Ctr Maint.)	(1,271)	(1,449)	(178)	(6,162)	(7,245)	(1,083)	15.0%	(17,391)
Allocated to GF (Env. Srv. Gatehouse)	(20,492)	(20,467)	25	(98,149)	(102,337)	(4,188)	4.1%	(245,609)
Allocated J. Mercer to Water	(1,682)	(1,667)	15	(8,679)	(8,335)	344	-4.1%	(20,000)
Allocated J. Mercer to Sewer	(2,174)	(2,167)	7	(11,228)	(10,835)	393	-3.6%	(26,000)
Allocated J. Mercer to Irrigation	(492)	(500)	(8)	(2,549)	(2,500)	49	-2.0%	(6,000)
Allocated to Beach Club- Attendants	(5,141)	(6,195)	(1,054)	(23,464)	(30,975)	(7,511)	24.2%	(74,339)
<b>Balance in General Fund (Admin)</b>	<b>1,648</b>	<b>1,644</b>	<b>(4)</b>	<b>8,130</b>	<b>8,220</b>	<b>90</b>	<b>1.1%</b>	<b>19,724</b>
<b>Total Inframark Contract</b>	9,836	9,773	(63)	48,928	48,865	(63)	-0.1%	117,277
Allocated to Beach Club	(432)	(429)	3	(2,149)	(2,145)	4	-0.2%	(5,150)
Allocated to Water	(459)	(456)	3	(2,284)	(2,280)	4	-0.2%	(5,474)
Allocated to Sewer	(2,002)	(1,989)	13	(9,959)	(9,945)	14	-0.1%	(23,870)
Allocated to Irrigation	(197)	(196)	1	(979)	(980)	(1)	0.1%	(2,346)
<b>Balance in General Fund (Admin)</b>	<b>6,746</b>	<b>6,703</b>	<b>(43)</b>	<b>33,558</b>	<b>33,515</b>	<b>(43)</b>	<b>-0.1%</b>	<b>80,437</b>
<b>Total Insurance Expense</b>	-	-	-	137,666	126,098	(11,568)	-9.2%	126,101
Allocated to GF (Activity Ctr)	-	-	-	(35,047)	(32,100)	2,947	-9.2%	(32,103)
Allocated to Beach Club	-	-	-	(19,100)	(17,495)	1,605	-9.2%	(17,495)
Allocated to Water	-	-	-	(8,069)	(7,391)	678	-9.2%	(7,391)
Allocated to Sewer	-	-	-	(49,156)	(45,026)	4,130	-9.2%	(45,026)
Allocated to Irrigation	-	-	-	(3,683)	(3,374)	309	-9.2%	(3,374)
<b>Balance in General Fund (Admin)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>22,612</b>	<b>20,712</b>	<b>(1,900)</b>	<b>-9.2%</b>	<b>20,712</b>

# **Fifth Order of Business**

**5A**



## COMMERCIAL POOL MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions (collectively with the Order Form and Scope of Services, the "Agreement") is entered into as of the Effective Date set forth by and between, Pool Troopers LLC, 2021 FL Lic. # CPC056833 ("Pool Troopers"), Riverwood Community Dev Dist. ("Owner") and its property manager as designated from time to time (collectively with Owner, the "Client").

### 1. SCOPE OF SERVICES

- Pool Troopers shall perform the following Services to the named bodies of water above located at *4250 Riverwood Dr Port Charlotte, Fl.* (the "Property")   5   days per week:
  - Full titration testing will be performed as required for pH, chlorine (free and combined), TA, CYA, TDS, and Cal (with a Taylor test kit or similar);
  - Pool vacuuming using in-line suction method or portable vacuum device, as needed
  - Brush walls, steps and floor surface as required;
  - Tile cleaning using an approved surfactant;
  - Surface skimming will be performed utilizing tight weave professional skim nets;
  - Remove debris from skimmer grates and baskets;
  - Remove debris from pump strainers baskets;
  - Inspection of pressure filters
  - Filter cleaning once per week if influent and effluent reaches 15 PSI or greater than permitted flow rate
- Pool Troopers shall make a complete visual safety inspection of the pools and pool decks on each visit.
- Pool Troopers will update water information in on-site DOH logs upon completion of each visit.
- Pool Troopers will not remove or service a body of water that has a cover on.
- Any operational, safety, or other identified issues will be conveyed to the Client
- If conditions identified by the Pool Troopers require any **visits** for Services not described herein, the Pool Troopers will, after written approval if above the designated amount by the Client, make every effort to quickly visit the Property and perform all necessary services at an extra cost to the Owner to be agreed upon in advance. Items included can be found under Additional Cost Services below.
  - a. The Client hereby engages Pool Troopers, and Pool Troopers hereby accepts such engagement as an independent contractor to provide the pool maintenance services (the "Services") as set forth in the Order Form attached to this Agreement at the Property and Body(ies) of Water listed in the Order Form.
  - b. Pool Troopers will use commercially reasonable efforts to maintain the Body(ies) of Water in a safe and healthy manner in accordance with the Florida Department of Health ("DOH").
  - c. All equipment required to provide the Services to the Body(ies) of Water, including but not limited to, vacuum heads, hoses, poles, brushes, and test kits (for the use of the technician) ("Equipment") shall be supplied by Pool Troopers as prescribed in the selected Service plan. If it is an exceptionally large pool, Client may be required to provide their own equipment. Pool Troopers reserves the right to adjust, modify or amend this Agreement should it be discovered that chemical usage exceeds what would be considered normal and customary usage for said Body(ies) of Water as permitted and for the specific bather load.

### 2. TERM AND TERMINATION

- a. This Agreement will begin on the Effective Date and will continue for twelve (12) consecutive months. The term will be automatically extended for successive periods of twelve (12) months unless either party gives the other party written notice of termination at least thirty (30) days before the end of the current term by certified mail, return receipt requested.
- b. Either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party. Either party may also terminate this Agreement by written notice to the other party: (i) in the event that such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice, however, Client may not terminate this Agreement where Pool Troopers' failure to provide the Services arises from Client's failure to pay any undisputed amounts due; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination, Client shall not be entitled to any return of any fees or other compensation paid to Pool Troopers, whether prepaid or not. Further, upon any notice of termination, this Agreement will terminate on the last day of the month of the next full billing cycle and Client shall be obligated to pay all undisputed amounts due as of such date of termination.

### 3. CLIENT RESPONSIBILITIES. Client shall adhere to the following responsibilities:

- a. Client shall not add any chemicals or substances which could alter the water chemistry of the pool, without prior acknowledgment and consent from Pool Troopers.
- b. Client shall not remove, borrow, sell, exchange, or take for personal use, in any quantity, chemicals or supplies stored on-site by Pool Troopers.
- c. Client shall always comply with posted bather loads as allowed by permit.
- d. Client shall have a lockbox securing Equipment.
- e. Client shall not alter, manipulate, or disengage any Equipment including ORP controllers without first notifying Pool Troopers.
- f. Maintain the pool to DOH's safety standards outlined in 64E-9
- g. Maintain form DH 921 for Pool Troopers non service day
- h. Client shall remove any pool equipment such as tables, chairs, umbrellas, etc. that fall into the Body(ies) of Water.



Failure to comply with this section will be considered a material breach of contract and doing so may result in additional charges and/or voidance/termination of this Agreement.

#### 4. ADDITIONAL COST SERVICES; SALT SYSTEM SERVICES.

- a. It is understood that Pool Troopers will make every reasonable effort to maintain the Body(ies) of Water in a safe and healthy manner. This may include advising the Client of additional services that may be necessary at additional cost as they fall outside the normal scope of work, such as the following:
  - i. Chemical surcharges due to un-repaired leaks in Body(ies) of Water;
  - ii. Phosphate/ Black Algae treatments;
  - iii. Draining pools to lower the TDS residuals;
  - iv. Storm or special clean events;
  - v. Clean-up of broken glass and fecal incidents;
  - vi. Significant water level adjustments or draining excessive amounts of high water due to a lack of a functioning pool overflow system, or as requested by Client;
  - vii. Additional visits due to excessive bather loads as defined by permit;
  - viii. Properties that have facilities pressure cleaned or landscaping service performed whereby excessive debris is deposited into the water;
  - ix. Properties that have the aquatic facility resurfaced and require start-up(s) procedures that are labor-intensive and use excessive chemicals;
  - x. Instances when other chemical and mineral agents are required to maintain clear and balanced water conditions including coagulants, algacides, sequestering or chelating agents, and flocculants;
  - xi. Additional cleaning due to equipment issues and/or equipment changeouts that may or may not result in downtime; or
  - xii. Submission for permitting services for equipment change out.

#### 5. PAYMENT AND COST OF SERVICES.

- a. As compensation for Services rendered by Pool Troopers, Client shall pay Pool Troopers at the rates set forth in the Order Form. Pool Troopers shall send Client the invoice by the 20th prior to the service month. Payments are due on the first day of the service month.
- b. If at any time, the Client, or the designated Payee of the Client, fails to make payments of any undisputed amounts owed to Pool Troopers within the time required and Client fails to cure such failure of payment within thirty (30) days', Pool Troopers reserves the right to immediately suspend Services and/or terminate this Agreement. Client must notify Pool Troopers of any disputed charges in writing within fifteen (15) days of the date of the disputed invoice and the parties shall work together in good faith to resolve such dispute. No charges may be disputed by Client after such time period.
- c. Pool Troopers retains the right to modify the cost of the Services ninety (90) days after the Effective Date if chemical usage/labor is outside of the scope that was originally bid.
- d. Each year on the first day of the month in which the anniversary date of this Agreement occurs, Pool Troopers may increase the charges then in effect. and will provide 30 day written notice of any change in plan pricing. In the event of severe economic market conditions outside the control of normal business operations Pool Troopers may find it necessary to increase rates unexpectedly.
- e. Client acknowledges and agrees that any Temporary Fuel Surcharge as may be imposed from time to time is not represented to be an offset or pass through of Pool Trooper's costs, and that such Temporary Fuel Surcharge may actually reflect an amount for gross profit or margin.

#### 6. REPAIRS

- a. Customer Pre-Authorization for Repairs. It is understood that there may be incidents that may require repair work. Client authorizes Pool Troopers to perform incidental repairs which will expedite timely pool maintenance, and invoice said repairs, in lieu of receiving prior authorization. Such repairs shall not exceed the amount specified in the Order Form.
- b. After-Hours Emergency Repairs. Pool Troopers provides repairs during normal business hours. After-hours emergency repairs will incur a surcharge specified in the Order Form.
- c. Disposable Parts. O-rings, pump baskets, feeder tubes, etc. are considered "disposable" and have finite life usability. A Pool Troopers technician will check the condition of these items during the cleaning process. As new disposable parts are required, the technician will replace them, and the parts will be invoiced to Client.

#### 7. HOLIDAYS

To provide an enjoyable working environment for employees, Pool Troopers recognizes the following holidays throughout the year whereby Pool Troopers' business operations will be closed: New-Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Accordingly, should a holiday fall on a regular service day, Client should not expect to have Services rendered on that day. These visits may be skipped (not necessarily rescheduled) but every attempt will be made to make sure the aquatic environment is in excellent condition and chemicals are plentiful to get through this skipped holiday. Additionally, the Client acknowledges that no credit will be provided for these planned skipped days of service.

#### 8. LIMITED WARRANTY AND DISCLAIMER

POOL TROOPERS SHALL PROVIDE THE SERVICES IN A TIMELY AND PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. POOL TROOPERS SOLE LIABILITY, AND CLIENT'S SOLE REMEDY, FOR POOL TROOPERS BREACH OF THE FOREGOING WARRANTY SHALL BE THE REPERFORMANCE OF THE NON-CONFORMING SERVICES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE FULLEST



EXTENT PERMISSIBLE UNDER APPLICABLE LAW, POOL TROOPERS HEREBY DISCLAIMS ALL (AND HAS NOT AUTHORIZED ANYONE TO MAKE ANY) WARRANTIES RELATING TO POOL TROOPERS' SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED.

#### 9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, POOL TROOPERS SHALL NOT BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF CHARGES PAID OR PAYABLE BY THE CLIENT TO POOL TROOPERS IN THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT SHALL POOL TROOPERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES OR GOODWILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

#### 10. MISCELLANEOUS

- a. Assignment. Client may not assign this Agreement or its rights and duties hereunder or any interest herein, without the express written consent of Pool Troopers, which consent shall not be unreasonably withheld. Pool Troopers may assign this Agreement in connection with the sale of all or substantially all of the business or assets of Pool Troopers. Pool Troopers may use subcontractors in providing the Services hereunder provided that Pool Troopers shall be responsible for such subcontractor's compliance with the terms of this Agreement.
- b. Governing Law. This Agreement will be governed by the laws of the State of Florida, and the parties consent and submit to the jurisdiction and venue of the State and Federal Courts located in Hillsborough County, Florida.
- c. Notices. All notices and communications under this Agreement shall be in writing and addressed to the parties at the address below. All notices shall be delivered by nationally recognized overnight carrier, email, facsimile, email or certified registered mail (return-receipt requested and postage pre-paid). Notice shall be deemed effective upon receipt.

Pool Troopers:

Pool Troopers ATTN: Commercial Team  
 5015 W Waters Ave  
 Tampa, FL 33634  
[Commercial@pooltroopers.com](mailto:Commercial@pooltroopers.com)

Client: Contact Information listed in the Order Form Below

- d. Severability. If any provision of this Agreement or the Exhibits are judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of this Agreement shall be unaffected and shall remain enforceable.
- e. Waiver. The failure of either party to require strict compliance with any term of this Agreement shall not be deemed to be a waiver of that or any other term of this Agreement. No waiver shall be deemed to have been made by either party unless it is expressed in writing and signed by the waiving party. No waiver by either party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies hereunder or at law.
- f. Headings, Counterparts, and Corporate Warranty. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of such paragraph. This Agreement may be signed in counterparts which together shall form a single agreement as if the parties had executed the same document. Each party represents and warrants that (i) such party has the authority to execute and perform all obligations under this Agreement; and (ii) entering into this Agreement does not violate any agreement or obligation existing between such party and any third-party.
- g. Relationship. Neither the making of this Agreement nor performance of its provisions shall be construed to constitute either of the parties hereto as an agent, employee, partner, joint venture, employee or legal representative of the other for any purpose whatsoever. The Parties' relationship during the term of this Agreement will be that of independent contractors. In all matters relating to this Agreement, neither Party nor its employees or agents are or will act as employees of the other Party in the meaning or application of any laws or regulations that may impute any obligations or liability to the other Party by reason of an employment relationship.
- h. Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement between the parties with regard to this subject matter and no other agreement; statement, promise or practice between the parties relating to the subject matter shall be binding on all parties. Except as expressly provided hereunder, this Agreement may be changed only by a written amendment signed by both parties.



**FEES**

A Pool Troopers technician shall provide the Services to the named Body(ies) of Water at a rate of \$3,125.00 per month including balancing chemicals, payable on the first of each month that this Agreement remains in full force and effect.

Customer Authorized Repairs. The amount authorized for said repairs shall not exceed \_\_\_\_\_ per incident (minimum requirement per Body(ies) of Water is \$250 to facilitate minimum downtime).

After-Hours Emergency Repairs. Repairs performed after regular business hours will incur an additional surcharge.

**The attached Terms and Conditions shall apply to all bodies of water outlined on the attached Order Form.**

Effective Date: \_\_\_\_\_

Accepted and Acknowledged:

**Pool Troopers:**

Signature: Suzan Keller \_\_\_\_\_

Print Name: Suzan Keller \_\_\_\_\_

Title: Commercial Account Manager

Date: 3/3/2023 \_\_\_\_\_

**Client:**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[End of Document]



COMMERCIAL POOL MAINTENANCE SERVICES ORDER FORM

Name of Community: \_\_\_\_\_

Physical Address: \_\_\_\_\_

In Service date: \_\_\_\_\_

Bodies of Water:

Named body of water Permit Bather Load: \_\_\_ Type: Pool [ ] Spa [ ] Water Feature [ ]
Named body of water Permit Bather Load: \_\_\_ Type: Pool [ ] Spa [ ] Water Feature [ ]
Named body of water Permit Bather Load: \_\_\_ Type: Pool [ ] Spa [ ] Water Feature [ ]
Named body of water Permit Bather Load: \_\_\_ Type: Pool [ ] Spa [ ] Water Feature [ ]

(Attach additional Order Forms if needed)

Management Company

Property Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
Maintenance Manager: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
(if applicable) Board Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip Code \_\_\_\_\_
County: \_\_\_\_\_

HOA Board Member

President: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip Code \_\_\_\_\_

Billing Information

Bill to: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_ Zip Code \_\_\_\_\_
County: \_\_\_\_\_
AP REP: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Repair Approval

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Service Completed Notification

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Site Access

Do you require a gate code or transponder to be issued? [ ] Yes [ ] No
If yes [ ], please provide code [ ]

Are keys needed to access pool area? [ ] Yes [ ] No

Are keys needed to access equipment area? ? [ ] Yes [ ] No
If keys are needed, please provide 2 keys per lock.

**5C**

**5Ci.**



**SYNERGY ELECTRIC**  
— & LIGHTING —

# Installation Quote

Date	12/30/2022	Quote #	26889
Florida State Recycling ID #FLR000176651 Florida State Electrical Lic #EC13005554			

Bill To:	Customer Contact	Ship To
Riverwood Cam McKee 4100 Riverwood Dr. Port Charlotte, FL. 33953		Riverwood Cam McKee 4100 Riverwood Dr. Port Charlotte, FL 33953
	Customer Phone	

P.O. No.	Terms	Rep	JOB NAME
	50% Down	MCV/M	

Line #	Product or Service Description	Quantity	Total
	SERVICE CALL - INSTALL NEW POLES AND HEADS FOR TENNIS COURTS (2 COURTS)		95.00T
	WHA-TR45-25-DE-TXT-23	8	11,744.00T
	Freight Charges (All)	1	990.00T
	SYN-ALCK-420W-T4-UNV-50K-BZ-DA 420W T4 5000K	16	11,032.00T
	120-277 BRONZE FINISH - DIRECT ARM		
	2 HEAD POLE FITTER	8	1,192.00T
	Labor: INSTALL AND WIRE NEW POLES AND HEADS, ELIMINATING ABOVE GROUND ELECTRICAL	8	4,800.00T
	Labor: RELOCATE RECEPTACLES	2	700.00T
	IN GROUND PLASTIC ELECTRICAL HANDHOLES	12	548.52T
	IN GORUND DIRECT BURIAL WIRE NUTS	1	44.00T
	REPLACE SWITCHES WITH TIMERS AND IN USE COVERS	2	260.00T
	EXCLUSIONS: NOT RESPONSIBLE FOR REPAIRS TO CLAY COURTS WHERE POLES ARE BEING INSTALLED/EXCAVATED AREAS. NOT RESPONSIBLE FOR ANY PRE-EXISITNG ELECTRICAL PROBLEMS. ANY ADDITIONAL ELECTRICAL WORK WILL BE BILLED AT TIME AND MATERIAL.		
	OWNER MUST HAVE FENCE COMPANY REMOVE OLD POLE/FENCE POSTS STILL CURRENTLY INTACT PRIOR TO INSTALLATION.		

**LEGAL NOTICE FOR ACCEPTANCE OF CONTRACTS/QUOTATIONS:**

This shall be considered a binding contract of sale when accepted and signed by an Authorized Agent of the above listed Buyer. Paying by credit card, Buyer hereby authorizes Synergy Lighting to bill charges to the credit card provided below. Deposits payments if required must be received before product or work will commence. Payment is expected according to terms. Late payments will result in a \$29.95 per month fee, plus 1.5% (18% APR) interest per month until paid in full. In the event the buyer fails to pay as stipulated in this agreement and in the event it becomes necessary to to have an attorney make demand for payment, the Buyer agrees to pay reasonable Attorney's Fees and other collection costs incurred by the Company (Seller) of their assigns. This agreement, and the rights and obligations of the parties thereto, shall be constructed under and in accordance with the laws of the State of Florida and the parties agree that proper venue shall be Manatee County, Florida.

<b>Subtotal</b>	\$31,405.52
<b>Sales Tax (7.0%)</b>	\$2,198.39
<b>Total</b>	\$33,603.91
<b>Deposit Req:</b>	

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank you for allowing us to provide you this quote. Quote Remains valid for 90 days from issue date.

Synergy Lighting, Inc. 6015 28th St. East Unit A Bradenton, FL 34203 941-756-4844 F:941-756-4866

**5Cii**



# Quote

## Florida Lighting Maintenance

886 S. Packinghouse Sarasota 34232 Phone: 9413428980 Fax: Email: flm@floridalightingmaintenance.com

**Date:** 04-Mar-2022 02:45 PM  
**QUOTATION NO:** 3914  
**To:** **Riverwood Community Development District**  
 4250 Riverwood Dr  
 Port Charlotte, 33953  
 Florida, United States

Quantity	Description	Unit Price (\$)	GST Rate (\$)	Sub Total (\$)
1.00	Installation Materials and Labor	48,093.55	0.00	48,093.55
Sub Total:				<b>\$ 48,093.55</b>
Tax Rate Amount:				\$ 0.00
Quote Total (Tax Rate Incl.):				<b>\$ 48,093.55</b>

**Site Name:** (6) Riverwood Community Development District - Port Charlotte  
**Contact Name:**  
**Quote Description** Tennis court lighting: Replace the poles and fixtures on tennis courts 1,2,3,& 4.

Scope:  
 Demo  
 Undue the electrical boxes that are connected to the bottom of the poles.  
 Use auger to remove the poles from the ground.  
 Recycle poles and fixtures offsite.

Installation  
 Install (22) provided fixtures and (16) direct burial poles.  
 Install new boxes onto the poles for power.  
 F/I new wiring up the poles and make electrical connections.  
 Verify fixtures are working and clean area of any debris.

Note #1: FLM shall not be responsible for repairing any of the tennis court surface from skid steer. FLM shall start on the court closest to the parking lot (#1) and working our way out of the courts. See map accompanying this quote. Riverwood Maintenance shall go behind FLM and repair the court surface as we complete the installs.  
 Note #2: Quote is based on power being in good/working order at each of the poles. If NOT, repairing it would be a change order.  
 Note #3: Quote assumes existing poles are direct burial. Underground cement casing will result in change order.  
 Note #4: Deposit of 25% required to secure work.

**Company Note** Pipe & Wire Pricing only valid for 7 calendar days. Once estimate/proposal is approved, Pipe & Wire Pricing will be reviewed, increase may be applied to the estimate/proposal/invoice based on commodity market pricing. Work to be completed during normal business hours (7:00AM-4:00PM Monday-Friday). Workmanship will meet or exceed the National Electrical Codes. Any unforeseen obstructions causing extra time or delays, to include permits, material, and/or equipment will be an additional charge. Quoted amount due (30) days after this scope of work is completed, deposit may be required. Quote valid for 30 days. Permit and acquisition fees not included in the proposal. Acceptance of Proposal: Parties agree Florida law should apply to this contract. In the event FLM has to enforce this contract, customer shall pay FLM reasonable attorney fees and costs. Parties wave the right to jury trial and submit personal jurisdiction of Florida. The venue shall be Sarasota County of Florida.

By signing this estimate you agree to this disclosure and take full responsibility:

X \_\_\_\_\_

## **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 May 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 office space in the Administration Building, subject to the provisions contained herein, and shall have access to the Campus facilities and other District property to the extent necessary to carry out its obligations. During the Initial Term of this Agreement, the Association shall have the right to occupy the space as designated on the attached Exhibit “A.” Following the Initial Term, 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, based upon the needs and availability of the respective parties at the time, –at any time following not less than thirty (30) days’ reasonable written 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. [For clarity, the Association is generally responsible for 14 neighborhoods and common areas within Myakka Point and Sawgrass, and the District is generally responsible for common areas outside of these aforementioned Association areas.](#) Each party will provide landscaping services for their respective common property, [including the provision of irrigation services and controllers for such respective areas.](#) ~~Each party shall be responsible for any emergency clean up, repairs and the related costs of their respective common areas and roads associated with a catastrophic event, such as a hurricane, fire, flood or disease outbreak.~~

### 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 an [initial term of three \(3\) ~~period of one~~ years \(the "Initial Term"\)](#). Annually thereafter the Agreement shall be automatically renewed for successive one-year periods unless otherwise terminated as provided herein. [Following the Initial Term,](#) ~~t~~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: \_\_\_\_\_

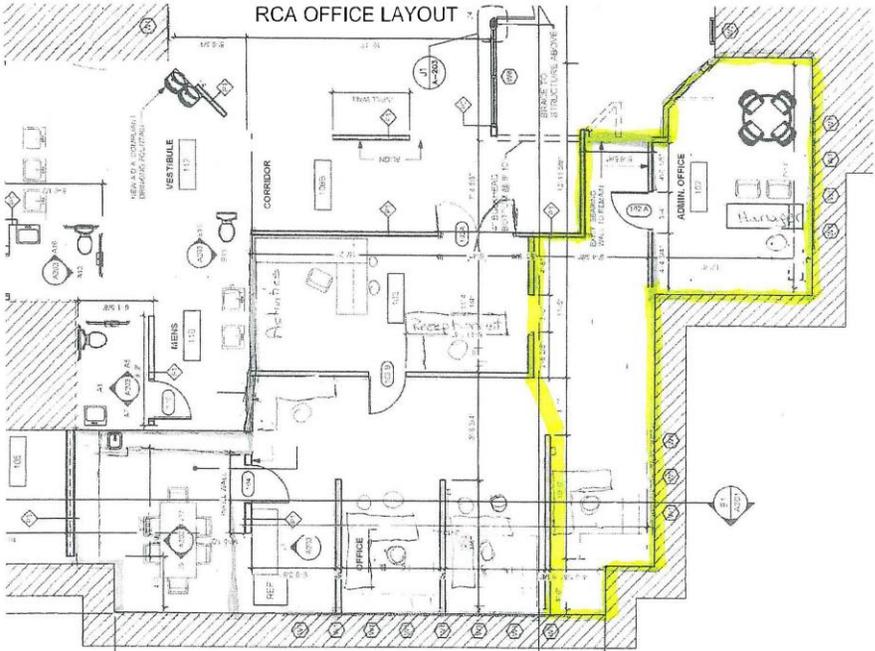
By: \_\_\_\_\_  
Michael Spillane  
Chair, Board of Supervisors

“ASSOCIATION”

Riverwood Community Association, Inc.  
By: \_\_\_\_\_,  
as President

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

EXHIBIT A



## **Eleventh Order of Business**

**11A.**

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT  
RESOLUTION 2023-02**

**RESOLUTION TO DESIGNATE DATE, TIME AND  
LOCATION OF PUBLIC HEARING AND  
AUTHORIZATION TO PUBLISH NOTICE OF SUCH  
HEARING FOR THE PURPOSE OF ADOPTING UNIFORM  
RULES OF PROCEDURE FOR RIVERWOOD  
COMMUNITY DEVELOPMENT DISTRICT**

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

**WHEREAS**, the Board of Supervisors (hereinafter the “Board”) is authorized by Section 190.011(5), Florida Statutes, to adopt Rules of Procedure pursuant to Chapter 120, Florida Statutes; and

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

1. A public hearing will be held for the adoption of District’s Rules of Procedure on May 16, 2023 at 2:00 p.m. at the Riverwood Activity Center, located at 4250 Riverwood Drive, Port Charlotte, Florida.
2. The District Secretary is directed to publish notice of rule development and a notice of rulemaking in accordance with Section 120.54, Florida Statutes.

**PASSED AND ADOPTED THIS 21<sup>st</sup> DAY OF MARCH, 2023**

**RIVERWOOD COMMUNITY  
DEVELOPMENT DISTRICT**

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Justin Faircloth  
Assistant Secretary

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Michael Spillane  
Chairman

# **Twelfth Order of Business**

# 12Eia



**12Eib**

**RIVERWOOD  
COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2023  
Charlotte County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Electronic proposals must be received no later than 11:00 a.m. on \_\_\_\_\_, April \_\_, 2023 by the Finance Committee, Riverwood CDD, Attention: Lucille Syrek at [lsyrek@riverwoodcdd.org](mailto:lsyrek@riverwoodcdd.org)

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

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

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

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit an electronic version of the Proposal Documents, and other requested attachments at the time and to the email address indicated herein. The email should be titled “Auditing Services – Riverwood Community Development District” on the subject line.

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

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

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

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

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

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

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

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

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

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