

RIVERWOOD
Community Development District

August 19, 2025

MEETING & BUDGET PUBLIC HEARING

AGENDA PACKAGE

The meeting will be held at:

Riverwood Activity Center
4250 Riverwood Drive
Port Charlotte, Florida 33953



11555 HERON BAY BOULEVARD, SUITE 201
CORAL SPRINGS, FLORIDA 33076

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors

Dr. Cameron McKee, Chairperson
Donald Hester, Vice Chairperson
Robert Humberstone, Assistant Secretary
Douglas Colwell, Assistant Secretary
Warren Sims, Jr., Assistant Secretary

District Staff

Justin Fairecloth, District Manager
Scott Rudacille, District Attorney

**Regular Meeting Agenda
Tuesday, August 19, 2025 at 2:00 p.m.**

- 1. Call to Order and Roll Call**
- 2. Approval of the August 19, 2025 Agenda**
- 3. Audience Comments on Agenda Items**
- 4. Public Hearing for Adoption of Fiscal Year 2026 Budget**
 - A. Fiscal Year 2026 Budget Discussion
 - B. Consideration of Resolution 2025-08, Adopting Fiscal Year 2026 Budget
 - C. Consideration of Resolution 2025-09, Levying Assessments
- 5. Public Hearing for Rulemaking**
 - A. Public Hearing to Consider Amendments to the District's Rules Regarding Riverwood Campus Rules (Section 4), Vehicle Access and Campus Access ID Badges (Section 7) and Campus Fee Schedule (Appendix B).
 - B. Consideration of Resolution 2025-10, Adopting Rules
- 6. Approval of Consent Agenda**
 - A. Approval of Minutes of July 15, 2025 Continued & Regular CDD Meetings
 - B. Acceptance of the Financial Report and Check Register as of July 2025
 - C. Items Approved via Resolution 2025-07
 - i. TEM Proposals
- 7. Consideration of RFQs for District Engineering Services**
 - A. Discussion of Evaluation Criteria
 - B. Responses/Statements of Qualifications
 - i. Barraco and Associates, Inc.
 - ii. CPH Consulting, LLC
 - iii. Johnson Engineering
- 8. Business Items**
 - A. RV Park Reduction of Rates Discussion
 - B. ArboBella Tree Service Proposal

District Office:

Inframark, Community Management Services
11555 Heron Bay Boulevard, Suite 201
Coral Springs, Florida 33076
(954) 603-0033

Meeting Location:

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

9. Access Control Supervisor Report

- A. TEM Proposal 7/21/25
- B. TEM Proposal 7/22/25 Willow Bend Exit Lane Residents Only

10. District Manager's Report

- A. Follow Up Items
 - i. Presentation of 2nd Quarter Website Audit Report

11. Attorney's Report

- A. Follow Up Items
 - i. Disaster Preparedness Plan Update
 - ii. All Florida Contract Update
 - iii. RCA Contract Amendment Update
 - iv. Beach Club Parking Lot Paving Contract Update
 - v. DRI Update/Extension Application

12. Engineer's Report

- A. Supervisor Sim's 8/19/25 Update
 - i. Johnson Engineering Update
 - ii. Velocity Engineering Update
 - iii. Riverwood Westside Parking Lot Project

13. RCA Items

- A. General Manager Report

14. Other Committee Reports

- A. Utilities Committee: Mr. Hester
 - i. Monthly Client Report
- B. Environmental Committee: Mr. Hester
- C. Beach Club Committee: Mr. Humberstone
- D. Campus Committee: Dr. McKee
- E. Finance Committee: Mr. Humberstone
 - i. Riverwood CDD Financial Report
- F. RV Park Committee: Mr. Colwell
- G. Riverwood Safety & Security Committee: Mr. Colwell

15. Supervisor Comments

16. Audience Comments

17. Adjournment/Continuation

The next meeting is scheduled to be held on Tuesday, September 16, 2025 at 2:00 p.m.

District Office:

Inframark, Community Management Services
11555 Heron Bay Boulevard, Suite 201
Coral Springs, Florida 33076
(954) 282-0070

Meeting Location:

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

Fourth Order of Business

4A

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Annual Budget

Fiscal Year 2026

(Version 3 - August 7, 2025)

Table of Contents

	<u>Page #</u>
General Fund	
Operations	1 - 3
Reserves	4 - 5
Beach Club Fund	
Operations	6 - 8
Reserves	9
Enterprise Fund (Breakdown By Service)	10
Water Services	11
Sewer Services	12
Irrigation Services.....	13
Reserves	14
Series 2018 Debt Service Fund	15 - 16
Assessment Comparison Schedule.....	17

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

GENERAL FUND - OPERATIONS

ACCT #	ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		BUDGET FY 2025	THRU FEB 2025	MAR SEPT 2025	PROJECTED FY 2025	BUDGET FY 2026
REVENUES						
363010	Special Assmnts- Tax Collector	\$ 2,166,230	\$ 1,849,043	\$ 317,187	\$ 2,166,230	\$ 1,565,188
363090	Special Assmnts- Discounts	(88,429)	(68,063)	-	(68,063)	(64,188)
369900	Other Miscellaneous Revenues	500	268	232	500	500
369903	Non-Resident Members	4,000	4,600	-	4,600	4,000
	FEMA Revenue	-	-	-	-	-
361001	Interest - Investments	40,000	12,476	30,000	42,476	35,000
361006	Interest - Tax Collector	-	2,694	-	2,694	-
TOTAL REVENUES		2,122,301	1,801,018	347,419	2,148,437	1,540,500
EXPENDITURES						
Administration						
511001	P/R-Board of Supervisors	2,696	834	1,168	2,002	3,600
512001	Payroll-Salaries	29,735	7,002	9,803	16,805	15,000
531013	ProfServ-Engineering	6,500	-	6,500	6,500	12,000
531027	ProfServ-Mgmt Consulting Serv	85,334	35,556	49,778	85,334	39,000
531023	ProfServ-Legal Services	12,500	17,670	-	17,670	12,500
531045	ProfServ-Trustee Fees	3,717	-	3,717	3,717	4,000
532002	Auditing Services	1,587	-	1,587	1,587	3,600
541012	Communications-Internet & Phones	8,000	3,462	3,800	7,262	8,500
545990	Insurance	27,464	22,543	4,921	27,464	63,000
549048	Non Ad Valorem Taxes	2,500	16	2,484	2,500	2,500
549070	Assessmnt Collection Cost	30,000	35,620	-	35,620	32,000
534369	Web Hosting, Email service	3,310	1,553	1,757	3,310	3,500
549079	Amenties Website/CC fees	120	65	55	120	550
551016	Janitorial	4,000	2,889	1,111	4,000	-
541030	Mailings to Community	9,500	-	-	-	-
551001	Office Expense	10,000	8,067	1,933	10,000	25,000
Total Administration		236,963	135,277	88,614	223,891	224,750
Community Services						
Environmental Services						
512042	Payroll-Environmental Services	110,466	28,864	81,602	110,466	-
534076	Contracts-Preserve Maintenance	35,000	-	35,000	35,000	135,000
534084	Contracts-Lakes	28,400	11,835	16,565	28,400	30,000
531075	ProfServ-Consultants	15,000	2,625	12,375	15,000	15,000
543006	Electricity - General	2,400	1,503	897	2,400	-
543021	Utility - Water & Sewer	2,000	642	1,358	2,000	-
546088	R&M-Storm Drain Cleaning	15,000	-	15,000	15,000	50,000
546123	R&M-Preserves	40,000	20,064	19,936	40,000	
546476	R&M-Road Scape & Sidewalks	18,000	-	18,000	18,000	
546152	R&M-Roads, Signage, Striping	11,000	90	10,910	11,000	5,000
546931	R&M-Lakes,Bank Erosion,Planting	25,000	-	25,000	25,000	
549900	Misc-Contingency	50,000	1,598	48,402	50,000	45,000
Total Environmental Services		352,266	67,221	285,045	352,266	280,000

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2026 Budget

GENERAL FUND - OPERATIONS

ACCT #	ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		BUDGET FY 2025	THRU FEB 2025	MAR SEPT 2025	PROJECTED FY 2025	BUDGET FY 2026
	<i>Access and Control</i>					
512026	Payroll-Gatehouse	320,546	129,714	190,832	320,546	294,400
541012	Communications-Other	7,400	-	-	-	-
546034	R&M-Gate	20,000	38,392	-	38,392	25,000
546173	R&M-Gatehouse/Tech & Software	25,800	7,707	18,093	25,800	10,000
549951	Mileage Reimbursement	-	-	-	-	2,000
552029	Op Supplies - Gatehouse	17,000	1,933	7,000	8,933	10,000
	<i>Total Access and Control</i>	390,746	177,746	215,925	393,671	341,400
	<i>Landscape Services</i>					
512043	Payroll-Landscaping	16,000	3,275	12,725	16,000	91,350
512001	Payroll-Salaries	16,000	-	-	-	-
534050	Contracts - Landscape	232,500	96,875	135,625	232,500	-
552035	Chemicals	60,000	5,415	19,000	24,415	-
546098	Palm Trimming	18,000	24,890	-	24,890	-
534073	Irrigation Contract	38,400	16,640	15,000	31,640	-
546041	Irrigation Pipe Repairs	7,600	13,214	-	13,214	-
546059	Intall Mulch	32,000	29,440	-	29,440	-
N/A	80 hour Credit	(45,360)	-	-	-	-
546036	Misc Landscaping	20,000	13,817	6,183	20,000	60,000
546098	R&M - Tree Trimming Services	28,540	11,165	17,375	28,540	-
534412	Plantings	50,000	645	49,355	50,000	-
	Pressure Washing	-	-	-	-	20,000
	<i>Total Landscape Services</i>	473,680	215,376	255,263	470,639	171,350
	<i>Total Community Services</i>	1,216,692	460,343	756,233	1,216,576	792,750
	<i>Activity Center Campus</i>					
511001	P/R-Board of Supervisors	2,000	619	1,381	2,000	-
512001	Payroll-Salaries	22,656	4,983	17,673	22,656	21,000
512006	Payroll-Maintenance	37,023	10,321	26,702	37,023	-
543006	Electricity - General	65,000	22,494	30,000	52,494	60,000
543021	Utility - Water	14,000	5,276	8,724	14,000	16,000
545990	Insurance	52,967	43,476	9,491	52,967	-
546074	R&M-Pools	8,000	3,989	4,011	8,000	10,000
546501	Activity Ctr Cleaning- Inside Areas	32,000	10,321	21,679	32,000	5,000
546502	Pool Daily Maintenance	25,000	9,975	15,025	25,000	5,000
546505	R&M-Activity Campus Buildings	30,000	24,670	5,330	30,000	30,000
546097	R&M-Sports Courts	40,000	-	40,000	40,000	30,000
549053	Misc-Special Projects	30,000	36,169	-	36,169	50,000
546447	Tools & Equipment	15,000	3,478	11,522	15,000	15,000
546115	R&M-Fitness Equipment	6,000	1,042	4,958	6,000	5,000
552025	Operating Supplies	9,000	3,589	5,411	9,000	5,000
549900	Misc-Contingency	30,000	1,350	28,650	30,000	21,000
	<i>Total Activity Center Campus</i>	418,646	181,752	230,557	412,309	273,000

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

GENERAL FUND - OPERATIONS

ACCT #	ACCOUNT DESCRIPTION	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		BUDGET FY 2025	THRU FEB 2025	MAR SEPT 2025	PROJECTED FY 2025	BUDGET FY 2026
	<i>Transfers Out</i>					
591016	Reserve - Roadways	130,000	54,167	75,833	130,000	200,000
591015	Reserve - Environmental Services	50,000	20,833	29,167	50,000	
568128	Reserve - Activty Center Campus	70,000	29,167	40,833	70,000	50,000
	<i>Total Transfers Out</i>	250,000	104,167	145,833	250,000	250,000
TOTAL EXPENDITURES & RESERVES		2,122,301	881,539	1,221,237	2,102,776	1,540,500
	Excess (deficiency) of revenues					
	Over (under) expenditures	0	919,479	(873,818)	45,661	-
	FUND BALANCE, BEGINNING	793,600	793,600	-	793,600	839,261
	FUND BALANCE, ENDING	\$ 793,600	\$ 1,713,079	\$ (873,818)	\$ 839,261	\$ 839,261

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

GENERAL FUND - RESERVES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ADOPTED BUDGET FY 2025	ACTUAL THRU FEB 2025	PROJECTED MAR - SEPT 2025	TOTAL PROJECTED FY 2025	ANNUAL BUDGET FY 2026
REVENUES							
369990	RV Parking Lot Revenue	\$ 51,417	\$ 57,000	\$ 43,592	\$ 13,408	\$ 57,000	\$ 44,000
381000	Transfer In - Roadways	130,000	130,000	54,167	75,833	130,000	200,000
381006	Transfer In - Environmental Services	50,000	50,000	20,833	29,167	50,000	-
381005	Transfer In - Activity Center Campus	70,000	70,000	29,167	40,833	70,000	50,000
369900	Other Miscellaneous Revenues	3	-	30	-	30	-
361001	Interest - Investments	139,840	55,000	49,568	49,568	99,136	60,000
TOTAL REVENUES		441,260	362,000	197,357	208,809	406,166	354,000
EXPENDITURES							
<i>Activity Center Campus</i>							
568023	Reserve-Activity Center Campus	-	61,000	-	-	-	50,000
531023	ProfServ-Legal Services	-	-	1,510	-	1,510	-
546097	R&M-Tennis Courts	26,262	-	-	-	-	-
552025	Materials & Supplies	14,990	-	-	-	-	-
564043	Capital Outlay	164,750	-	-	-	-	-
<i>Total Activity Center Campus</i>		206,002	61,000	1,510	-	1,510	50,000
<i>Roadways</i>							
568138	Reserve - Roadways	-	237,000	-	-	-	200,000
546139	R&M - Roads	294,274	-	-	-	-	-
564104	Capital Projects	-	-	-	-	-	-
<i>Total Roadways</i>		294,274	237,000	-	-	-	200,000
<i>RV Park</i>							
568146	Reserve - RV Park	-	29,070	-	-	-	-
512308	Payroll - RV park	11,451	20,000	5,791	14,209	20,000	-
540004	Fuel, Gasoline and Oil	-	90	-	90	90	-
541006	Postage and Freight	-	40	-	40	40	-
564104	Capital Projects	48,705	8,500	-	8,500	8,500	-
552025	Materials & Supplies	1,916	5,000	3,581	1,419	5,000	5,000
549079	Credit Card Fees	1,234	1,300	1,150	150	1,300	1,300
<i>Total RV Park</i>		63,306	64,000	10,522	24,408	34,930	6,300
<i>Environmental Services</i>							
568126	Reserve - Environmental Services	-	-	-	-	-	-
<i>Total Environmental Services</i>		-	-	-	-	-	-
TOTAL EXPENDITURES & RESERVES		563,582	362,000	12,032	24,408	36,440	256,300
Excess (deficiency) of revenues							
Over (under) expenditures		(122,322)	-	185,325	184,401	369,726	97,700

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2026 Budget

GENERAL FUND - RESERVES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ADOPTED BUDGET FY 2025	ACTUAL THRU FEB 2025	PROJECTED MAR - SEPT 2025	TOTAL PROJECTED FY 2025	ANNUAL BUDGET FY 2026
	Net change in fund balance	(122,322)	-	185,325	184,401	369,726	97,700
	FUND BALANCE, BEGINNING	2,422,933	2,300,611	2,300,611	-	2,300,611	2,670,337
	FUND BALANCE, ENDING	\$ 2,300,611	\$ 2,300,611	\$ 2,485,936	\$ 184,401	\$ 2,670,337	\$ 2,768,037

Reserve Balances

FY2026 Budget					
Reserve	Proj. Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Environmental Services	\$752,359	\$0	\$19,622	\$0	\$771,981
Activity Center Campus Reserve	\$657,113	\$50,000	\$17,138	50,000	\$674,251
Roadways Reserve	\$772,842	\$200,000	\$20,156	200,000	\$792,998
RV Park Reserve	\$118,297	\$44,000	\$3,085	6,300	\$159,082
Total	\$2,300,611	\$294,000	\$60,000	\$256,300	\$2,398,311
				\$ 369,726	

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

BEACH CLUB - OPERATIONS

ACCT #	ACCOUNT DESCRIPTION	ADOPTED		ACTUAL	PROJECTED	TOTAL	ANNUAL
		ACTUAL	BUDGET	THRU	MAR -	PROJECTED	BUDGET
		FY 2024	FY 2025	FEB 2025	SEPT 2025	FY 2025	FY 2026
REVENUES							
369922	Membership Dues	\$ 199,046	\$ 190,000	\$ 190,854	\$ -	\$ 190,854	\$ 190,000
369924	Initiation Fees	4,150	3,000	800	1,000	1,800	3,000
369980	Amenities Revenue	993	1,000	300	500	800	1,000
369900	Other Miscellaneous Revenues	391	500	161	150	311	500
369978	Summer Memberships	-	8,500	-	2,500	2,500	8,500
361001	Interest - Investments	4,714	200	3,132	1,000	4,132	200
TOTAL REVENUES		209,294	203,200	195,247	5,150	200,397	203,200
EXPENDITURES							
<i>Beach Club Operations</i>							
512009	Payroll-Administrative	4,924	7,000	2,867	4,133	7,000	10,000
512055	Payroll-Attendants	89,557	94,103	52,752	41,351	94,103	86,000
531027	ProfServ-Mgmt Consulting Serv	5,304	5,464	2,277	3,187	5,464	6,250
532002	Auditing Services	794	794	-	794	794	1,200
534050	Contracts-Landscape	1,400	1,800	-	1,800	1,800	3,000
541003	Communication - Telephone	2,458	2,500	1,181	1,319	2,500	2,500
543001	Utility - General	1,282	1,400	387	1,013	1,400	1,400
543020	Utility - Refuse Removal	911	900	392	508	900	900
543021	Utility - Water & Sewer	1,015	1,800	312	1,488	1,800	2,000
545990	Insurance	22,746	27,464	22,543	4,921	27,464	30,000
547012	R&M-Buildings	1,513	2,000	3,323	1,000	4,323	2,000
547022	R&M-Equipment	2,948	2,000	3,759	1,000	4,759	2,000
547478	Preventative Maint-Security Systems	-	1,750	6,785	1,000	7,785	1,750
549053	Misc-Special Projects	-	2,000	9,694	-	9,694	2,000
549085	Misc-Taxes	869	756	922	-	922	1,000
549900	Misc-Contingency	-	5,106	12,711	-	12,711	17,116
549079	Credit Card Fees	5,863	5,200	5,560	100	5,660	6,000
549915	Misc-Web Hosting	1,100	550	-	550	550	550
551002	Office Supplies	-	60	46	14	60	200
552001	Op Supplies - General	531	497	2,048	200	2,248	500
<i>Total Beach Club Operations</i>		143,215	163,143	127,559	64,377	191,936	176,366
<i>Debt Service</i>							
571001	Principal Debt Retirement	-	23,617	-	23,617	23,617	23,617
572001	Interest Expense	7,094	5,440	-	5,440	5,440	3,218
<i>Total Debt Service</i>		7,094	29,057	-	29,057	29,057	26,834
<i>Reserves</i>							
591017	Transfer Out - Beach Club Reserve	10,521	11,000	4,583	6,417	11,000	-
<i>Total Reserves</i>		10,521	11,000	4,583	6,417	11,000	-
TOTAL EXPENDITURES & RESERVES		160,830	203,200	132,142	99,851	231,993	203,200
Excess (deficiency) of revenues							
Over (under) expenditures		48,464	0	63,105	(94,701)	(31,596)	(0)

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

BEACH CLUB - OPERATIONS

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ADOPTED BUDGET FY 2025	ACTUAL THRU FEB 2025	PROJECTED MAR - SEPT 2025	TOTAL PROJECTED FY 2025	ANNUAL BUDGET FY 2026
OTHER FINANCING SOURCES (USES)							
591000	Operating Transfers-Out	(23,617)	-	-	-	-	-
	TOTAL OTHER SOURCES (USES)	(23,617)	-	-	-	-	-
	Net change in fund balance	24,847	0	63,105	(94,701)	(31,596)	(0)
	FUND BALANCE, BEGINNING	95,834	120,681	120,681	-	120,681	89,085
	FUND BALANCE, ENDING	\$ 120,681	\$ 120,681	\$ 183,786	\$ (94,701)	\$ 89,085	\$ 89,085

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

Fiscal Year	Principal Payment	Interest Payment	Interest Rate **	Total Payment	Outstanding Principal Balance
Loan Balance					354,167
2015	33,662	2,877	0.81%	36,539	320,505
2016	21,579	2,796	0.87%	24,375	298,926
2017	21,774	2,601	0.87%	24,375	277,152
2018	21,970	2,404	0.87%	24,374	255,182
2019	21,970	2,404	0.94%	24,374	233,212
2020	20,634	6,430	2.76%	27,064	212,578
2021	23,645	640	0.30%	24,285	188,933
2022	23,441	1,417	0.75%	24,858	165,492
2023	23,617	9,483	5.73%	33,099	141,875
2024	23,617	7,094	5.00%	30,710	118,259
2025	23,617	5,440	4.60%	29,056	94,642
2026	23,617	3,218	3.40%	26,834	71,025
2027	23,617	2,415	3.40%	26,031	47,409
2028	23,617	1,612	3.40%	25,228	23,792
2029	23,792	809	3.40%	24,601	-
Total	\$ 354,167	\$ 48,761		\$ 369,266	

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

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

BEACH CLUB FUND - RESERVES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ADOPTED BUDGET FY 2025	ACTUAL THRU FEB 2025	PROJECTED MAR - SEPT 2025	TOTAL PROJECTED FY 2025	ANNUAL BUDGET FY 2026
REVENUES							
381012	Transfer In - Beach Club Reserve	\$ 10,521	\$ 11,000	\$ 4,583	\$ 6,417	\$ 11,000	\$ -
TOTAL REVENUES		10,521	11,000	4,583	6,417	11,000	-
EXPENDITURES							
<i>Beach Club Reserve</i>							
568060	Reserve - Beach Club	-	11,000	-	-	-	-
<i>Total Beach Club Reserve</i>		-	11,000	-	-	-	-
TOTAL EXPENDITURES & RESERVES		-	11,000	-	-	-	-
Excess (deficiency) of revenues							
Over (under) expenditures		10,521	-	4,583	6,417	11,000	-
Net change in fund balance		10,521	-	4,583	6,417	11,000	-
FUND BALANCE, BEGINNING		82,152	92,673	92,673	-	92,673	103,673
FUND BALANCE, ENDING		\$ 92,673	\$ 92,673	\$ 97,256	\$ 6,417	\$ 103,673	\$ 103,673

Reserve Balances

Reserve	FY2025 Budget				
	Proj. Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Beach Club Reserves	\$103,673	\$0	\$0	\$0	\$103,673
Total	\$103,673	\$0	\$0	\$0	\$103,673

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2026 Budget

ENTERPRISE FUND - BREAKDOWN BY SERVICE

ACCOUNT DESCRIPTION	Utility Services			TOTAL
	Water	Sewer	Irrigation	BUDGET
				FY 2026
REVENUES				
Base Charges for Services	\$ 485,000	\$ 1,300,000	\$ 250,000	\$ 2,035,000
Usage Charges for Services	240,000	-	-	240,000
Standby Fees	-	6,300	-	6,300
Other Miscellaneous Revenues	2,000	10,000	-	12,000
Interest - Investments	3,000	3,000	1,000	7,000
TOTAL REVENUES	757,000	1,319,300	251,000	2,327,300
EXPENSES				
Personnel and Administration	91,300	230,800	58,300	380,400
Utility Services	630,900	788,700	152,600	1,572,200
Transfer Out	10,000	250,000	40,000	300,000
TOTAL EXPENSES	732,200	1,269,500	250,900	2,252,600
Excess (deficiency) of revenues				
Over (under) expenses	<u>\$ 24,800</u>	<u>\$ 49,800</u>	<u>\$ 100</u>	<u>\$ 74,700</u>

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT Fiscal Year 2026 Budget

ENTERPRISE FUND - WATER SERVICES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2024	BUDGET FY 2025	THRU FEB 2025	MAR - SEPT 2025	PROJECTED FY 2025	BUDGET FY 2026
REVENUES							
343622	Water-Base Rate	\$ 463,317	\$ 463,320	\$ 202,016	\$ 261,304	\$ 463,320	\$ 485,000
343624	Water-Usage	230,624	230,000	104,787	125,213	230,000	240,000
343660	Water Quality Surcharge	-	-	-	-	-	-
369975	Backflow Fees	-	27,000	-	27,000	27,000	27,000
369900	Other Miscellaneous Revenues	3,813	1,800	1,957	500	2,457	2,000
362001	Interest - Investments	4,550	300	1,692	2,000	3,692	3,000
TOTAL REVENUES		702,304	722,420	310,452	416,017	726,469	757,000
EXPENSES							
Personnel & Administration							
511001	P/R-Board of Supervisors	2,363	2,745	849	1,896	2,745	2,400
512018	Payroll-Project Manager	24,819	25,000	6,961	18,039	25,000	7,500
512009	Payroll-Administrative	-	-	-	-	-	18,400
531013	ProfServ-Engineering	-	5,000	-	5,000	5,000	5,000
531023	ProfServ-Legal Services	7,175	7,500	149	7,351	7,500	7,500
531027	ProfServ-Mgmt Consulting Serv	5,639	5,808	2,420	3,388	5,808	26,000
532002	Auditing Services	1,349	1,349	-	1,349	1,349	1,200
541006	Postage and Freight	-	306	94	212	306	300
545990	Insurance	9,748	11,770	9,661	2,109	11,770	21,000
547001	Printing and Binding	3	340	45	295	340	300
548002	Legal Advertising	-	485	186	299	485	500
549001	Miscellaneous Services	-	949	-	949	949	1,000
551002	Office Supplies	-	102	20	82	102	200
Total Personnel & Administration		51,096	61,354	20,385	40,969	61,354	91,300
Utility Services							
531046	ProfServ-Utility Billing	13,270	13,650	5,405	5,405	13,000	16,500
534033	Contracts-Other Services	47,781	48,620	20,601	28,019	48,620	57,000
543060	Utility - Base Rate	156,940	153,300	67,420	85,880	153,300	165,000
543062	Utility - Water-Usage	279,284	302,000	115,782	186,218	302,000	300,000
543130	Utility-CCU Admin Fee	54	50	23	27	50	100
547001	R&M-General	43,184	55,500	14,306	41,194	55,500	55,000
549066	Misc-Licenses & Permits	-	300	100	200	300	300
549900	Misc-Contingency	6,880	9,320	-	5,000	5,000	10,000
552096	Back Flow Preventors	-	27,000	-	27,000	27,000	27,000
Total Utility Services		547,393	609,740	223,637	378,943	604,770	630,900
Transfers Out							
543020	Reserves - Water System	30,000	51,326	21,386	21,386	42,772	10,000
Total Transfers Out		30,000	51,326	21,386	21,386	42,772	10,000
TOTAL EXPENSES		628,489	722,420	265,408	441,298	708,896	732,200
Excess (deficiency) of revenues							
Over (under) expenses		\$ 73,815	\$ 0	\$ 45,044	\$ (25,281)	\$ 17,573	\$ 24,800

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

ENTERPRISE FUND - SEWER SERVICES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2024	BUDGET FY 2025	THRU FEB 2025	MAR - SEPT 2025	PROJECTED FY 2025	BUDGET FY 2026
REVENUES							
343620	Sewer Revenue	\$ 1,313,781	\$ 1,300,000	\$ 548,499	\$ 751,501	\$ 1,300,000	\$ 1,300,000
343650	Standby Fees	6,852	6,300	2,855	3,426	6,281	6,000
369900	Other Miscellaneous Revenues	21,085	10,000	8,995	1,005	10,000	10,000
362001	Interest - Investments	8,483	4,000	3,154	4,000	7,154	3,000
369970	Connection Fees - W/S	10,000	-	-	-	-	-
TOTAL REVENUES		1,360,201	1,320,300	563,503	759,932	1,323,435	1,319,000
EXPENSES							
Personnel & Administration							
511001	P/R-Board of Supervisors	5,979	6,943	2,148	4,795	6,943	4,200
512018	Payroll-Project Manager	30,860	34,000	9,336	24,664	34,000	12,500
512009	Payroll-Administrative	-	-	-	-	-	36,800
531013	ProfServ-Engineering	52,759	10,000	-	5,000	5,000	10,000
531023	ProfServ-Legal Services	7,588	27,500	506	10,000	10,506	27,500
531027	ProfServ-Mgmt Consulting Serv	24,586	25,324	10,552	14,772	25,324	45,500
532002	Auditing Services	3,412	3,412	-	3,412	3,412	4,200
541006	Postage and Freight	527	775	802	-	802	2,000
545990	Insurance	58,492	70,622	57,967	12,655	70,622	84,000
547001	Printing and Binding	6	860	279	581	860	800
548002	Legal Advertising	-	3	3	-	3	-
549001	Miscellaneous Services	-	2,399	-	2,399	2,399	3,000
551002	Office Supplies	-	300	122	178	300	300
Total Personnel & Administration		184,209	182,138	81,715	78,456	160,171	230,800
Utility Services							
531046	ProfServ-Utility Billing	82,864	85,050	33,367	51,683	85,050	88,000
534033	Contracts-Other Services	294,763	302,940	126,965	175,975	302,940	304,000
541003	Communication - Telephone	5,978	6,500	2,243	4,257	6,500	6,500
543006	Electricity - General	54,663	82,000	18,026	63,974	82,000	60,000
543021	Utility - Water	4,436	4,500	1,896	2,604	4,500	5,000
547001	R&M-General	269,291	227,439	22,944	204,495	227,439	175,000
547129	R&M-Sludge Hauling	54,248	85,000	14,654	70,346	85,000	50,000
547478	Preventative Maint-Security Systems	-	1,750	1,705	45	1,750	2,000
549065	Misc-Bad Debt	158	1,000	-	1,000	1,000	1,000
549066	Misc-Licenses & Permits	25	140	-	140	140	200
549900	Misc-Contingency	7,408	11,593	2,835	8,758	11,593	12,000
552035	Op Supplies - Chemicals	95,648	100,000	31,289	43,805	75,094	85,000
559001	Depreciation Expense	420,647	-	-	-	-	-
Total Utility Services		1,290,129	907,912	255,924	627,082	883,006	788,700
Transfers Out							
Reserves - Sewer System		192,500	230,250	95,938	95,938	191,876	250,000
Total Transfers Out		192,500	230,250	95,938	95,938	191,876	250,000
TOTAL EXPENSES		1,666,838	1,320,300	433,577	801,475	1,235,052	1,269,500
Excess (deficiency) of revenues							
Over (under) expenses		\$ (306,637)	\$ 0	\$ 129,926	\$ (41,543)	\$ 88,383	\$ 49,500

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

ENTERPRISE FUND - IRRIGATION SERVICES

ACCT #	ACCOUNT DESCRIPTION	ADOPTED		ACTUAL	PROJECTED	TOTAL	ANNUAL
		ACTUAL FY 2024	BUDGET FY 2025	THRU FEB 2025	MAR - SEPT 2024	PROJECTED FY 2025	BUDGET FY 2026
REVENUES							
343626	Irrigation-Base Rate	\$ 237,663	\$ 238,000	\$ 110,924	\$ 127,076	\$ 238,000	\$ 250,000
362001	Interest - Investments	1,899	1,000	706	1,200	1,906	1,000
TOTAL REVENUES		239,562	239,000	111,630	128,276	239,906	251,000
EXPENSES							
Personnel & Administration							
511001	P/R-Board of Supervisors	1,392	1,616	500	1,116	1,616	1,200
512018	Payroll-Project Manager	10,014	10,000	2,347	7,653	10,000	5,000
512009	Payroll-Administrative	-	-	-	-	-	18,400
531013	ProfServ-Engineering	-	5,320	-	5,320	5,320	5,000
531023	ProfServ-Legal Services	1,000	2,500	-	2,500	2,500	2,500
531027	ProfServ-Mgmt Consulting Serv	2,417	2,489	1,037	1,452	2,489	13,000
532002	Auditing Services	794	794	-	794	794	1,200
541006	Postage and Freight	18	180	46	134	180	200
545990	Insurance	4,874	5,885	4,830	1,055	5,885	10,500
547001	Printing and Binding	2	200	21	179	200	200
548002	Legal Advertising	-	285	186	99	285	500
549001	Miscellaneous Services	-	557	-	557	557	500
551002	Office Supplies	-	60	9	51	60	100
Total Personnel & Administration		20,511	29,886	8,976	20,910	29,886	58,300
Utility Services							
531046	ProfServ-Utility Billing	6,285	6,300	2,489	3,811	6,300	5,500
534033	Contracts-Other Services	22,006	22,440	9,485	12,955	22,440	19,000
543006	Electricity - General	35,563	40,000	14,444	20,222	34,666	30,000
543061	Utility - Water-Usage	35,889	41,000	54,520	(25,571)	28,949	48,000
543130	Utility-CCU Admin Fee	54	75	19	56	75	100
547001	R&M-General	50,024	50,000	11,438	38,562	50,000	40,000
549900	Misc-Contingency	2,374	8,565	375	8,190	8,565	10,000
Total Utility Services		152,195	168,380	92,770	58,225	150,995	152,600
Transfers Out							
543020	Reserves - Irrigation System	50,000	40,734	16,973	23,761	40,734	40,000
Total Transfers Out		50,000	40,734	16,973	23,761	40,734	40,000
TOTAL EXPENSES		222,706	239,000	118,719	102,895	221,614	250,900
Excess (deficiency) of revenues							
Over (under) expenses		\$ 16,856	\$ 0	\$ (7,089)	\$ 25,381	\$ 18,292	\$ 100

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

ENTERPRISE FUND - RESERVES

ACCT #	ACCOUNT DESCRIPTION	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
		FY 2024	BUDGET FY 2025	THRU FEB 2025	MAR - SEPT 2025	PROJECTED FY 2025	BUDGET FY 2026
REVENUES							
362001	Transfer In - Sewer System	\$ 192,500	\$ 230,250	\$ 95,938	\$ 134,312	\$ 230,250	\$ 250,000
363010	Transfer In - Water System	30,000	51,326	21,386	29,940	51,326	10,000
363090	Transfer In - Irrigation System	50,000	40,734	16,973	23,761	40,734	40,000
361001	Interest Income	142,832	50,000	59,478	59,478	118,956	60,000
TOTAL REVENUES		415,332	372,310	193,775	247,491	441,266	360,000
EXPENSES							
Water Utility Services							
568190	Reserves - Water	-	-	-	-	-	-
Total Water Utility Services		-	-	-	-	-	-
Sewer/Wastewater Services							
564104	Capital Projects	-	-	184,730	-	184,730	-
552025	Operating Supplies	98,049	-	-	-	-	-
568158	Reserves - Sewer	-	246,000	-	-	-	102,000
Total Sewer/Wastewater Services		98,049	246,000	184,730	-	184,730	102,000
Irrigation Services							
568098	Reserves - Irrigation Services	-	-	-	-	-	-
Total Irrigation Services		-	-	-	-	-	-
TOTAL EXPENSES		98,049	246,000	184,730	-	184,730	102,000
Excess (deficiency) of revenues							
Over (under) expenses		317,283	126,310	9,045	247,491	256,536	258,000
Net change in fund balance		317,283	372,310	9,045	247,491	256,536	360,000
FUND BALANCE, BEGINNING		2,576,060	2,893,343	2,893,343	-	2,893,343	3,149,879
FUND BALANCE, ENDING		\$ 2,893,343	\$ 3,265,653	\$ 2,902,388	\$ 247,491	\$ 3,149,879	\$ 3,509,879

Reserve Balances

Reserve	FY2026 Budget				
	Proj. Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Water Services Reserve	\$378,925	\$10,000	\$7,858	\$0	\$396,783
Sewer Services Reserve	\$1,801,679	\$102,000	\$37,362	\$102,000	\$1,839,041
Irrigation Services Reserve	\$461,628	\$40,000	\$9,573	\$0	\$511,201
Emergency Reserve	\$251,111	\$0	\$5,207	\$0	\$256,318
Total	\$2,893,343	\$152,000	\$60,000	\$102,000	\$3,003,343

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026 Budget

DEBT SERVICE FUND - 2018 VALLEY NATIONAL

ACCT #	ACCOUNT DESCRIPTION	ACTUAL FY 2024	ADOPTED BUDGET FY 2025	ACTUAL THRU FEB 2025	PROJECTED MAR - SEPT 2025	TOTAL PROJECTED FY 2025	ANNUAL BUDGET FY 2026
REVENUES							
363010	Special Assmnts- Tax Collector	\$ 698,412	\$ 698,412	\$ 627,440	\$ 70,972	\$ 698,412	\$ 698,412
363090	Special Assmnts- Discounts	(24,974)	(27,936)	(23,096)	-	(23,096)	(27,936)
361001	Interest - Investments	32,181	500	10,548	10,548	21,096	500
361006	Interest - Tax Collector	35	-	914	-	914	-
TOTAL REVENUES		705,654	670,975	615,806	81,520	697,326	670,975
Debt Service							
549070	Misc-Assessmnt Collection Cost	3,938	13,968	12,087	1,419	13,506	13,968
571001	Principal Debt Retirement	458,000	475,000	-	475,000	475,000	493,000
572001	Interest Expense	207,169	189,788	94,894	94,894	189,788	171,762
Total Debt Service		669,107	678,756	106,981	571,313	678,294	678,730
TOTAL EXPENDITURES		669,107	678,756	106,981	571,313	678,294	678,730
Excess (deficiency) of revenues							
Over (under) expenditures		36,547	(7,781)	508,825	(489,794)	19,031	(7,755)
FUND BALANCE, BEGINNING		499,397	535,944	535,944	-	535,944	554,975
FUND BALANCE, ENDING		\$ 535,944	\$ 528,163	\$ 1,044,769	\$ (489,794)	\$ 554,975	\$ 547,221

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICTSeries 2018 Valley National Bank Loan
Amortization Schedule

Date	Outstanding Principal	Principal Payments	Interest Rate	Interest Payments	ADS
11/1/2025	4,526,000		3.795%	85,881	
5/1/2026	4,526,000	493,000	3.795%	85,881	664,762
11/1/2026	4,033,000		3.795%	76,526	
5/1/2027	4,033,000	512,000	3.795%	76,526	665,052
11/1/2027	3,521,000		3.795%	66,811	
5/1/2028	3,521,000	533,000	3.795%	66,811	666,622
11/1/2028	2,988,000		3.795%	56,697	
5/1/2029	2,988,000	553,000	3.795%	56,697	666,395
11/1/2029	2,435,000		3.795%	46,204	
5/1/2030	2,435,000	574,000	3.795%	46,204	666,408
11/1/2030	1,861,000		3.795%	35,312	
5/1/2031	1,861,000	597,000	3.795%	35,312	667,625
11/1/2031	1,264,000		3.795%	23,984	
5/1/2032	1,264,000	620,000	3.795%	23,984	667,969
11/1/2032	644,000		3.795%	12,220	
5/1/2033	644,000	644,000	3.795%	12,220	668,440
Total		\$ 5,001,000		\$ 997,060	\$ 5,998,060

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT
Assessment Comparison
FY 2026 versus FY 2025

Parcel	Product Type	# of Units	General Fund (O&M)			Debt Service Fund			Total per Unit		
			FY 2026	FY 2025	Incr. / (Decr.)	FY 2026	FY 2025	Incr. / (Decr.)	FY 2026	FY 2025	Incr. / (Decr.)
Residential											
Fairway Lakes	Single Family	81.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Lakeshore Village	Single Family	59.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Riverside	Single Family	15.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Riverside	Single Family	8.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Royal Oaks	Single Family	39.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Royal Oaks	Single Family	6.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Eagle Trace	Single Family	43.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Bayridge	Single Family	48.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Osprey Landing	Single Family	92.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Reserves	Twin Villas	26.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Grand Vista	Multifamily	90.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Silver Lakes	Estate Single Family	56.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Myakka Pt - Logan Pt	Estate Single Family	35.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Myakka Pt - Baileys Pond	Single Family	53.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Myakka Pt - Marlin Cove	Twin Villas	18.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Myakka Pt - Villas at Tarpon Harbor II	Twin Villas	12.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Myakka Pt - Tarpon Harbor	Multifamily	36.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Myakka Pt - Tarpon Harbor II	Multifamily	56.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Westport Ridge	Estate Single Family	32.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Estuary	Single Family	37.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Driftwood Pt	Single Family	39.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Oyster Bay	Twin Villas	28.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Pompano Cove	Twin Villas	34.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - River Run	Estate Single Family	59.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Channel Ridge	Estate Single Family	25.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Clipper Cove	Single Family	13.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Fisher Landing	Single Family	21.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Still Water Trace	Twin Villas	68.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Sawgrass - Redfin Shores	Single Family	50.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Stonebridge	Single Family	60.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Willow Glen Phase 1	Multifamily	30.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Willow Glen Phase 2	Multifamily	10.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Willow Glen Phase 3	Multifamily	24.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Willow Glen - 1st Choice	Multifamily	20.00	\$1,104.95	\$1,532.11	-27.88%	\$515.98	\$515.98	0.00%	\$1,620.93	\$2,048.09	-20.86%
Total Residential		1,323.00									
Commercial											
402121328003	Maintenance Bldg	2.00	\$ 854.04	\$1,150.78	-25.79%	\$130.33	\$130.33	N/A	\$984.37	\$1,281.11	-23.16%
402121151003	Club	119.00	\$854.04	\$1,150.78	-25.79%	\$130.33	\$130.33	N/A	\$984.37	\$1,281.11	-23.16%
Total Commercial		121.00									
TOTAL		1,444.00									

4B

RESOLUTION 2025-08

A RESOLUTION OF THE RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS OF THE DISTRICT AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, AND REFERENCING THE MAINTENANCE AND BENEFIT SPECIAL ASSESSMENTS TO BE LEVIED BY THE DISTRICT FOR SAID FISCAL YEAR.

WHEREAS, the District Manager has, prior to June 15, 2025, submitted to the Board of Supervisors (the "Board") a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the District (the "Proposed Budget"), pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least 60 days prior to the adoption of the annual budget, the District did file a copy of the Proposed Budget with the general purpose local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 19, 2025, as the date for a Public Hearing thereon and caused notice of such Public Hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1 of each year, the Board by Resolution shall adopt a budget for the ensuing Fiscal Year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing Fiscal Year; and

WHEREAS, the District Manager has prepared a budget on a cash flow budget basis, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year; and

WHEREAS, Section 190.021, Florida Statutes, provides that the Board may also adopt and levy Maintenance Special Assessments and Benefit Special Assessments upon each piece of property within the boundaries of the District benefited, specifically and peculiarly, by the maintenance and/or capital improvement programs of the District, such levy representing the amount of District assessments necessary to provide for payment during the ensuing budget year of all properly authorized expenditures to be incurred by the District, including principal and interest of special revenue, capital improvement and/or benefit assessment bonds, in order for the District to exercise its various general and special powers to implement its single and specialized infrastructure provision purpose; and

WHEREAS, the Board of Supervisors of the Riverwood Community Development District finds and determines that the non-ad valorem special assessments it imposes and levies by this Resolution for maintenance and debt financing on the parcels of property involved will constitute a mechanism by which the property owners lawfully and validly will reimburse the District for those certain special and peculiar benefits the District has determined are received by, and flow to, the parcels of property from the systems, facilities and services being provided, and that the special and peculiar benefits are apportioned in a

manner that is fair and reasonable in accordance with applicable assessment methodology and related case law; and

WHEREAS, the Chair of the Board of Supervisors may designate the District Manager or other person to certify the non-ad valorem assessment roll to the Tax Collector in and for Charlotte County political subdivision on compatible electronic medium tied to the property identification number no later than September 15, 2025, so that the Tax Collector may merge that roll with others into the collection roll from which the November tax notice is to be printed and mailed; and

WHEREAS, the proceeds from the collections of these imposed and levied non-ad valorem assessments shall be paid to the Riverwood Community Development District; and

WHEREAS, the Tax Collector, under the direct supervision of the Florida Department of Revenue performs the state work in preparing, mailing out, collecting and enforcing against delinquency the non-ad valorem assessments of the District using the Uniform Collection Methodology for non-ad valorem assessments; and

WHEREAS, if the Property Appraiser and the Tax Collector have adopted a different technological procedure for certifying and merging the rolls, then that procedure must be worked out and negotiated with Board approval through the auspices of the District Manager before there are any deviations from the provisions of Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

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

Section 1. The provisions of the Whereas clauses are true and correct and are incorporated herein.

Section 2. Budget

- a. The Board of Supervisors has reviewed the budget, a copy of which is on file with the Office of the District Treasurer and the District's Local Records Office, and is hereby attached to this Resolution as Exhibit A.
- b. The budget is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be revised subsequently as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2025 and/or revised projections for Fiscal Year 2026.
- c. That the adopted budget, as amended, shall be maintained in the Office of the District Treasurer and the District's Local Records Office, and identified as "The Budget for the Riverwood Community Development District for the Fiscal Year Ending September 30, 2026, as Adopted by the Board of Supervisors on August 19, 2025."

Section 3. Appropriations

That there be, and hereby is appropriated out of the revenues of the Riverwood Community Development District, for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, the sum of _____ Dollars

(\$ _____) to be raised by the applicable imposition and levy by the Board of applicable non-ad

valorem special assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
SPECIAL REVENUE FUND	\$
DEBT SERVICE FUND	\$
ENTERPRISE FUND	\$
 Total All Funds	 \$

Section 4. Supplemental Appropriations

The Board may authorize by Resolution supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the Fiscal Year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget account to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpended balance of any appropriation item or any portion thereof, provided such transfers do not exceed Ten Thousand Dollars (\$10,000) or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred, previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the applicable Department Director and the District Manager or Treasurer. The District Manager or Treasurer must establish administrative procedures, which require information on the request forms proving that such transfer requests comply with this section.

Section 5. Maintenance and Benefit Special Assessment Levy: Fixed and Referenced and to be Levied by the Board

- a. That the Fiscal Year 2026 Maintenance and Benefit Special Assessment Levy (the "Assessment Levy") for the assessment upon all the property within the boundaries of the District based upon the special and peculiar benefit received and further based upon reasonable and fair apportionment of the special benefit, shall be in accordance with the attached Exhibit A, which levy represents the amount of District assessments necessary to provide for payment during the aforementioned budget year of all properly authorized expenditures to be incurred by the District, including principal and interest of special revenue, capital improvement and/or benefit assessment bonds. Said Assessment Levy shall be distributed as follows:

General Fund O & M
Debt Service Fund

\$ [See Assessment Levy Resolution 2025-09]
\$ [See Assessment Levy Resolution 2025-09]

- b. The District Manager or the Treasurer are hereby designated to certify the non-ad valorem assessment roll to the Tax Collector in and for the Charlotte County political subdivision, in accordance with applicable provisions of State law (Chapters 170, 190 and 197, Florida Statutes) and applicable rules (Rule 12D-18, Florida Administrative Code) which shall include not only the maintenance special assessment levy but also the total for the debt service levy, as required by and pursuant to law.

Duly adopted by the Board of Supervisors of the Riverwood Community Development District with a quorum present and voting this 19th of August, 2025.

Riverwood Community Development District

Dr. Cameron McKee
Chairperson

Attest:

Justin Fairecloth
Secretary

4C.

RESOLUTION 2025- 09

A RESOLUTION LEVYING AND IMPOSING NON-AD VALOREM MAINTENANCE AND BENEFIT SPECIAL ASSESSMENTS FOR THE RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL YEAR 2026

Preamble

WHEREAS, certain improvements exist within the Riverwood Community Development District and certain costs of operation, repairs and maintenance are being incurred; and

WHEREAS, the Board of Supervisors of the Riverwood Community Development District find that the District's total General Fund operation assessments, taking into consideration other revenue sources during Fiscal Year 2026 will amount to \$_____; and

WHEREAS, the Board of Supervisors of the Riverwood Community Development District finds the District's Debt Service Fund Assessment during Fiscal Year 2026 will amount to \$_____; and

WHEREAS, the Board of Supervisors of the Riverwood Community Development District finds that the Debt Service Fund relates to systems and facilities which provide special benefits peculiar to certain property within the District based on the applicable assessment methodology; and

WHEREAS, the Board of Supervisors of the Riverwood Community Development District finds that the non-ad valorem special assessments it levies and imposes by this Resolution for maintenance on the parcels of property involved will reimburse the District for certain special and peculiar benefits received by the property flowing from the maintenance of the systems, facilities and services apportioned in a manner that is fair and reasonable, in accordance with the applicable assessment methodology; and

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

Section 1. All the whereas clauses are incorporated herein and are dispositive.

Section 2. Special assessments for maintenance and benefit as provided for in Chapters 190.021, Florida Statutes, (hereinafter referred to as Assessment) are hereby levied on the parcels within the District.

Section 3. That the collection and enforcement of the aforesaid assessments on parcels shall be by the Tax Collector serving as agent of the State of Florida in Charlotte County (“Tax Collector”) and shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax collection and enforcement procedures which attend the use of the official annual tax notice.

Section 4. The levy and imposition of the maintenance and benefit special assessments on parcels included in the District shall be collected by the Tax Collector on the tax notice along with other non-ad valorem assessments from other local governments and with all applicable property taxes to each parcel of property.

Section 5. The proceeds therefrom shall be paid to the Riverwood Community Development District.

Section 6. The Chair of the Board of the Riverwood Community Development District designates the District Manager to perform the certification duties.

Section 7. Be it further resolved that a copy of this Resolution be transmitted to the proper public officials so that its purpose and effect may be carried out in accordance with law.

PASSED AND ADOPTED this 19th day of August, 2025, by the Board of Supervisors of the Riverwood Community Development District, Charlotte County, Florida.

Justin Faircloth
Secretary

Dr. Cameron McKee
Chairperson

Fifth Order of Business

5B

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT APPROVING AMENDMENTS TO THE DISTRICT’S RULES REGARDING RIVERWOOD CAMPUS (SECTION 4), VEHICLE ACCESS AND CAMPUS ACCESS (SECTION 7), AND CAMPUS FEE SCHEDULE (APPENDIX B); PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riverwood Community Development District (the District”) is authorized pursuant to Section 190.012(3), Florida Statutes, to adopt and enforce appropriate rules following the procedures of Chapter 120, Florida Statutes, in connection with the provision of one or more services through its systems and facilities; and

WHEREAS, the District is authorized, pursuant to Section 190.011(10), Florida Statutes, to raise, by user charges or fees authorized by resolution of the Board, amounts of money which are necessary for the conduct of the District activities and services, and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law; and

WHEREAS, the District is authorized, pursuant to Section 190.034, Florida Statutes, to prescribe, fix, establish, and collect rates, fees, rentals, or other charges, hereinafter sometimes referred to as “revenues,” and to revise the same from time to time, for the facilities and services furnished by the District, within the limits of the District, including, but not limited to, recreational facilities and vehicle access thereto; and

WHEREAS, the District held a duly notice public hearing on August 19, 2025, to consider the proposed amendments to the rules, and to hear comments and objections from the public; and

WHEREAS, the District has determined that the proposed rules and fees are just and reasonable, and serve the best interests of the District.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Rule Language. Sections 4.2, 4.6, 4.7, 4.8, 4.11, 7.3, and Appendix B (A) of the Rules are hereby amended as provided in Exhibit “A”, attached hereto and incorporated herein by reference.

Section 3. This Resolution shall repeal and replace all prior resolutions in conflict herewith.

Section 4. This Resolution and the amendments provided herein shall become effective upon adoption.

PASSED AND DULY ADOPTED by the Riverwood Community Development District Board of Supervisors on this 19th day of August, 2025.

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

By: _____
_____, Chair

Attest: _____
_____, Secretary

EXHIBIT “A”

Section 4 RIVERWOOD CAMPUS RULES

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

Section 4.2 Definition of Terms. These Definitions apply to Section 4 through Section 8 of this document.

- A. **Adult** is a person who is 18 years of age or older.
- B. **Facilities** shall include all RCDD-owned buildings, outdoor sports facilities, pool area, courtyards, Dog Park, equipment, parking lots, fishing lake, RV storage area, and RCDD common areas.
- C. **Homeowner** is a person or entity owning a residential property within Riverwood
- D. **House Guest** is a person staying with the Resident overnight, and registered as described in Section 4.7 herein.
- E. **Host** is a Resident or Lessee, who invites a person to use the Facilities.
- F. **Household Members** are persons residing at a residential property with a Homeowner or Lessee.
- G. **Lessee** is a person who is formally, in writing leasing Riverwood residential property from the owner of that property and is registered with the RCA management office.
Long Term Lessee is a person who leases a home within Riverwood with a lease term of ~~six (6)~~ three (3) consecutive months or more. **Short Term Lessee** is a person who leases a home within Riverwood with a lease term of less than ~~six (6)~~ three (3) consecutive months.
- H. **Non-Resident Full Fee Payer** is a Non-Resident who desires to use all of the Facilities and pays the full user fee(s). This category is limited to a total of 20 persons.
- I. **Non-Resident Limited Fee Payer** is a Non-Resident who desires to use the Sports/Tennis Facilities (Tennis, Pickleball, Croquet or Bocce) and pays the limited user fee(s). This Category ~~is limited to~~ includes Existing Non-Resident Limited Fee Payers as of October 19, 2021. ~~(Grandfathered)~~
- J. **RCA** shall mean the Riverwood Community Association.
- K. **RCDD** shall mean the Riverwood Community Development District.
- L. **Resident** is a Riverwood Homeowner, Lessee or Household Member.
- M. **Riverwood Access Control Identification Badge** (or ID Badge) is Identification issued to Resident or Non-Resident Limited or Full Fee Payer. ID Badges contain a chip that allows access to the Pool and Fitness Center as well as other areas designated by the RCDD Board. Photo ID Badges are issued to Homeowners and Long Term Lessees and their Household members. Temporary ID Badges are issued to Short Term Lessees for a fee.
- N. **Riverwood Campus** shall mean all buildings, sports courts, dog park, pool, canopy areas, and parking lots owned by the RCDD at Riverwood Drive and Willow Bend.

- O. **Staff** shall be the entity or individuals as may be designated by the RCDD and/or RCA Boards to manage and operate the Facilities (either Employees or Management Services Company).
- P. **Team** is a group of individuals who have organized together to play a sport (such as tennis, pickleball, croquet or bocce ball) or some other activity (such as bridge, or chess).
- Q. **Vendor** is a business that provides services within Riverwood.
- R. **Visitor** is a guest of a Homeowner who is not staying overnight. **Frequent Visitor** is a person who visits a Homeowner or Long-term Lessee on a regular basis and has been designated by the Homeowner or Long-term Lessee through the process provided in Section 7.4. Frequent Visitors shall not include Vendors.
- S. **Access Device Form** the application form for a Vehicle Access Device is available on the Riverwood Website, Riverwoodcdd.org or through the Golf Club. **Frequent Visitor Access Form** – Use the GateHouse Portal (<https://riverwood.gatehouseportal.com/>) or the GateHouse App. **Vendor Access Form** - Use the GateHouse software or the GateHouse App.

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

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

Section 4.5 Registered Lessees. Prior to a Lessee taking possession of a Homeowner's property and using the Facilities, the Homeowner must complete an RCA Lease Notification Form and pay the lease processing fee. The Homeowner shall provide the Lessee with the RCDD Rules, RCA covenants and RCA policies. The Homeowner shall not have the right to use the Facilities during a Lessee's occupancy of the Homeowner's property. Lessee's rights and privileges are not transferable. The Homeowner can obtain a Riverwood Access Control ID Badge for use by the Lessee. The card will be operational during the Lease Period. The card may be reactivated at no charge for future lessees. Lessee Access Control ID Badges will be charged according to Appendix B.

Section 4.6 Non-Resident Users.

- A. **Non-Resident Full Fee Payer.** A non-resident who desires to use the Campus Facilities may do so upon payment of the annual fee, as set forth herein. ~~This Category is limited to 20 people.~~ Non-Resident Full Fee Payers are allowed full use of the

Riverwood Facilities with the exception of the Beach Club and RV Parking Area. Non-Resident Full Fee Payers are not allowed to bring Visitors onto the Riverwood Campus Facilities.

- B. Non-Resident Limited Fee Payer. A non-resident who desires to use any of the Sports Amenities (Tennis, Pickleball, Croquet or Bocce)~~only~~ may do so upon payment of the annual fee. The non-resident fee payer can access the designated sports facility, restrooms, parking lot, in addition to attending meetings and amenity sports events. The total of non-resident limited fee payers shall not exceed twenty (20) for all sports amenities and only if the sports amenity has sufficient space available. If a non-resident wishes to participate more than one sport they will be required to obtain a full membership.~~Annual Fee (see Appendix B). The Non-Resident Limited Fee entitles the fee payer to use the facilities as described herein, but does not guarantee the fee payer the privilege of playing on Riverwood Teams. Limited Fee Payers are restricted to use of the Tennis Courts, restrooms, parking lot, athletic office, Tennis viewing area(s), and may attend Tennis meetings and their social functions at the Facilities. This category is limited to existing members as of October 19, 2021, and the member will be eliminated if the membership is not maintained each year without prior approval by the RCDD Board. Non-Resident Limited Fee Payers are not allowed to bring Visitors to use the Facilities.~~
- C. Non-Resident Full Fee Payer and Non-Resident Limited Fee Payer member totals shall not exceed 20 people.
- D. C-See Appendix B for current rates for this category.

Section 4.7 House Guests and Visitors.

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

Section 4.8 Riverwood Teams. Only Riverwood Residents, Non-Resident Full Fee Payers, and Limited Fee Payers may participate ~~on a Riverwood Team.~~ Riverwood Teams ~~shall~~

~~annually register all outside teams with the RCDD Staff prior to inviting non-Riverwood Teams to play at Riverwood. A schedule of play shall be provided to the RCDD Access and Control prior to arrival for a match. Registration shall be granted provided the incoming non-Riverwood Team does not cause the particular Facility to be over-crowded and does not unduly deprive Residents use of that Facility. Team registration may be withdrawn for the same reasons or other good cause. Except in dire circumstances, team registration will not be withdrawn once a season has begun.~~ The RCA will monitor sports amenity teams to ensure that the particular facility is not overcrowded and Residents are not unduly deprived of the use of the specific facility.

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

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

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

Section 4.11 Use of the Riverwood Campus Facilities.

- A. General.
 - 1. The occupancy limits of the Facilities and the limits shall not exceed those established by the Fire Marshall.
 - 2. Only Residents or Non-Resident Full Fee Payers may reserve the Facilities and reservations/arrangements must be made with the RCA Staff.
 - 3. RCA and RCDD Board and Committee Meetings, Riverwood Neighborhood gatherings, RCA or RCDD sponsored events, and any resident reserved event open to the whole community will not be charged a usage fee for the facility.

4. No trade or business may be conducted on the campus. No activity may be conducted for profit (charges for supplies and prizes are allowed). However, RCA Board may approve paid activities such as but not limited to classes or activities led by qualified instructors, the annual garage and arts and crafts sale, and charitable events.
5. Instructors must register with the RCA Staff who must approve instructional fees, if any, which are payable directly to the instructor. The RCA Staff will obtain credentials, certification and insurances from vendors, instructors, and others, when applicable.
6. Any event allowing general public attendance, charging a fee, or using the entire Activity Center must be approved by the RCDD Board. Activities allowing public attendance must be insured as an event by the RCA naming the RCDD as “additional insureds” and must have a RCA employee on site during the event.
7. Bikes, trikes, golf carts, motorized vehicles, and similar devices, are limited to the campus parking areas only. Golf carts and motorized bikes and vehicles must park in the parking lot. Skateboards and roller blades are not allowed on campus.

B. Scheduling-Process.

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

C. Campus Facilities

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

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

- c. Furniture located in the Pickleball court area should be returned to a Pickleball shade structure after each use.
- 9. Arts and Crafts Room.
 - a. The Arts and Crafts Room must be reserved through the RCA Staff for arts and crafts related activities.
 - b. When not reserved, the Arts and Crafts room may be used for arts and crafts activities only.
 - c. A Resident can reserve the room for a maximum of 20 hours per month.
- 10. Dog Park
 - a. The Dog Park is only for use by Residents, their House Guests and Non-Resident Full Fee Payers. Dog Park use is subject to additional requirements provided herein.
 - b. The RCDD and RCA Boards and Staff and their respective agents, employees and representatives shall not be held liable for any claims, demands and causes of action, loss, damage or injury to persons, dogs or property that may result while a Resident or House Guest's dog(s) are on the Dog Park premises.
 - c. Dog Park Rules.
 - 1. All Dogs using the park must be vaccinated and wearing a license in the Dog Park.
 - 2. Dogs must be leashed entering and exiting the Dog Park.
 - 3. Owners must be present and in view of their dog(s) at all times.
 - 4. Air Horns or the like are not permitted in the Dog Park.
 - 5. The owner must pick up dog feces immediately. The dog litterbag must be taken home with the owner for disposal.
 - 6. Aggressive dogs are not allowed in the Dog Park.
 - 7. Dogs in heat are not allowed in the dog park during the posted social times.
 - 8. Sick dogs are not permitted in the Dog Park.
 - 9. People food is prohibited in the Dog Park.
 - 10. Owners are responsible for their dog's actions at all times.
 - 11. Respect the "15 Minute" rule when posted on the gate. Wait for the member and dog to vacate the park.

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

- A. Riverwood facilities are not available for rent or for the use of or by persons living outside of Riverwood except for Non-Resident Full Fee Payers.
- B. Residents and Non-Resident Full Fee Payers may reserve campus facilities for private parties subject to approval by the RCA Staff and the availability of the Facilities. Any event which is by invitation only is considered a private event and subject to fees in Appendix B.
- C. Alcoholic beverages are allowed if B.Y.O.B. (residents provide their own beverages) except for in the fenced area of the pool. Otherwise, the consumption of alcoholic beverages may require the event sponsor and/or caterer to provide a liquor license and proof of liability insurance with the RCDD and RCA named as "additional insureds".

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

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

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

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

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

Section 4.17 Hours of Operation. The RCDD Staff shall set the hours of operation of the Facilities and the scheduled hours of operation of each facility shall be posted on-site. The

hours of operation are subject to change due to special events or unforeseen circumstances. RCA or RCDD Staff may not always be present when the Facilities are open.

Section 4.18 Equipment.

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

Section 4.19 General Provisions.

- A. Appropriate Use. Riverwood Campus amenities shall only be used for their intended purpose. All individuals using the Facilities do so at their own risk. The RCDD and RCA Staff shall not be responsible for injuries or accidents. All Persons using the Facilities shall indemnify and hold harmless the RCDD, RCA and their staff and the boards, officers and agents, and employees against all claims, actions, proceedings, costs, damages, legal fees, and liabilities of any nature.
- B. Behavior. Appropriate behavior is required at all times at the Facilities. Profane language and shouting are prohibited. No roughhousing, shoving, or fighting is permitted.
- C. Attire. Appropriate attire is required at all times. Swimwear is not acceptable in the campus buildings. Swimwear cover-ups are acceptable for access to the pool area. Wet clothing from exercising or wet swimwear is not permitted on the indoor furniture.
- D. Smoking. Smoking is not permitted on the Riverwood campus.
- E. Pets. Only service animals are permitted on the grounds or in the buildings of the Riverwood Campus Facilities, except as approved for special events. Dogs off leash are permitted in the Dog Park. Access to the Dog Park must be through the Willow Bend parking lot. Dogs must be on lease when entering and exiting the Dog Park area.

- F. Staff Use.** RCA and RCDD Staff and their families may only use the Facilities with the prior written approval of the RCDD Board.

Section 4.20 Enforcement.

- A. General.** This section on enforcement applies only to the enforcement of the provisions of Sections 4, 5, 6, 7, and 8 of the RCDD Rules.
- B. Violations.**
- a. The RCA or RCDD Staff or Beach Club Staff, as appropriate, shall file a written incident report when it is determined that a violation of the RCDD Rules has occurred. A written copy of the incident report will be timely provided to the RCDD Management (site manager, safety and access manager or other designated manager).
 - b. If RCDD Management believes that a violation has occurred, a notification letter containing the date, name, facility and rule violation, facility, and suspension information, damage reports and an explanation of the appeals process. This notification letter will be signed by a RCDD supervisor and emailed to the Resident within 3 days of the incident with copies to the District Manager, and the RCDD Board. Suspension will be determined based on the suspension rules in Section 4.20 C.
 - c. In the case of damages, the RCDD Management will determine the cost of repair or replacement of the facility or equipment and generate an invoice to the Resident.
 - d. The incident will be reported at the subsequent RCDD Board meeting.
- C. Suspension.**
- a. Infractions or violations of the RCDD Rules by a Resident, Non-Resident Fee Payer (Full or Limited), Household Members, House Guests or Visitors will result in a suspension of the Residents and their Household members right or privilege to use some or all of the Facilities and compensation for any damage done.
 - b. A first offense without damages will result in a notification letter, second offense will result in a 30-day suspension, third offense will result in a 60-day suspension, and subsequent offenses will result in a one-year suspension of the Residents privileges as well as the associated Household Members.
 - c. Offenses with damages will result in automatic suspension of at least 30 days with the duration determined by the RCDD Board at the next Board meeting. Suspensions will be in place at least until the invoice has been paid by the Resident or Non-Resident Fee Payer (Full or Limited).
 - d. Residents are responsible for the actions their Household Members, House Guests and Visitors.
- D. Authority to Suspend.**

- a. The RCDD Management may suspend the right or privilege for an individual to use some or all of the Facilities or the Riverwood Beach Club due to violation of applicable RCDD Rules with the signature of a RCDD supervisor. The RCDD Management may institute the suspension immediately, prior to the appeals process, depending on the nature of the violation, and shall report the incident to the RCDD Board and the RCDD District Manager, as provided herein.
- b. If the RCDD Management believes that an infraction or violation of the RCDD rules has occurred and suspends an individual's rights or privileges to use some or all of the Facilities or the Riverwood Beach Club, the RCDD Management shall provide the individual with a detailed, written explanation of the reasons for the suspension and an explanation of the Appeal Procedures within 3 business days of the suspension with copies to the RCDD District Manager.

E. Appeal Procedure.

- a. Upon receipt of written notification of the suspension, the appellant shall have 10 days to file a written appeal of the suspension with the RCDD District Manager, with a copy to the RCDD attorney, detailing the basis for the appeal.
- b. Upon receipt of an appeal filed which meets the requirements of this Section, the RCDD District Manager shall consult with the appellant and attempt to resolve the appeal to the satisfaction of all parties. Should the RCDD District Manager be unable to resolve the matter, the District Manager shall timely provide the appellant with written notice of same.
- c. Upon receipt of such written notification by the RCDD District Manager, the appellant shall have 10 days to file a written appeal to the Chair of the RCDD Board. The appellant shall have the right to have the appeal heard by the Board at the next regular meeting of the Board.

Section 7 – VEHICLE ACCESS AND CAMPUS ACCESS ID BADGES

Section 7.1 General. As a convenience to the community, it is the policy of Riverwood to grant electronic access device access to Homeowners and their Household Members, Long Term Lessees, Non-Resident—Full Fee Payers, Non-resident Golf Club Members, and RCA/RCDD/Golf Club staff. All other House Guests, Visitors, Frequent Visitors, Short term Lessees, and Vendors will receive a paper pass with an expiration date. The GateHouse software system, including the GateHouse App, is available on the RCA website for Homeowners to register their visitors. The access control supervisor may be reached at (941) 764-6822.

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

Section 7.2 Definitions. See Section 4.2 for Definitions.

Section 7.3 Vehicle Access Devices.

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

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

- A. **Homeowners/Residents.** Homeowners, after registering with the RCA will provide the access control supervisor with their ownership status and provide a vehicle registration for each vehicle they wish to have an access device installed. A Homeowner may obtain an access device for a commercial vehicle that is parked overnight at the Homeowner's property. The access control supervisor will validate information and install an access device on the vehicle(s).
- B. **Long-term Lessees/Residents.** The Homeowner must register the Long-term Lessees with the RCA. The Long-term Lessee, after registering with the RCA, will obtain an access device from the access control supervisor for each vehicle. The Long-term Lessee will provide the supervisor with a vehicle registration for each vehicle. The Long-term Lessee must provide the current lease including lease duration dates. The access control supervisor will validate information and install an access device on vehicle. The access device will be deactivated on the day after the expiration date of the lease.
- C. **Non-Resident Full Fee Members and 12 Month Golf Club Members.** Non-resident Full Fee Members, Non-Resident Limited Fee payer and 12 Month Golf Club Members are eligible for a vehicle access device during the term of their membership. Golf Club management and the RCA/RCDD management will provide the access control supervisor with a current list of their non-resident members and golf memberships including the current dates of their membership. The access control supervisor will validate the information and install an access device on the Non-Resident Full Fee Payer vehicle. Golf Club management or the RCA/RCDD management is responsible for verification and updating membership status. All Non-Owners will be charged a fee for Access Control Devices per Appendix B, Section C.
- D. **Riverwood Staff.** After 45 days of continuous employment, RCA/RCDD/Golf Club management shall make a request of the access control supervisor for each employee using email. Exemptions to this wait time are at the discretion of the Board of Supervisors. The access control supervisor shall validate information and install an

access device on the vehicle. RCA/RCDD/Golf Club management shall notify the access control supervisor when employment of a staff member has been terminated.

Section 7.4 Frequent Guest Passes.

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

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

Section 7.5 Vendor Passes.

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

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

shall present the Vendor pass and a valid driver's license to the gate house attendant. All drivers are required to present a valid driver's license.

Section 7.6 Short-term Lessee Passes.

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

Section 7.7 Daily Guest Passes.

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

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

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

Section 7.9 Campus Access ID Badges

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

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

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

Section 7.10 Violations

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

APPENDIX B CAMPUS FEE SCHEDULE.

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

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

Full Fee Payers Effective 3/1/2021

Annual Fee/Self & one Household member	<u>Annual</u> \$5,000
Annual for Additional Household Members (each)	\$500

Limited Fee Payers: Annual Fee-Tennis & Croquet

~~** This fee is only for existing members. Category no longer available to new members~~

Annual Fee/Self	<u>Annual</u> \$750 850
Annual Fee/Self & one Household member	\$1,000 200

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

CDD Rental Fees are as follows:

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

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

(Sales tax will be added)

	<u>Annual</u>
Replacement ID Badge Fee	\$25
Unreturned Rental Unit ID Badge Fee	\$25
Unreturned Rental Car Access Control Device	\$25
Vehicle Access Control Device for all Non-owners	\$25

Sixth Order of Business

6A

**MINUTES OF MEETING
RIVERWOOD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Riverwood Community Development District held Tuesday, June 24, 2025 at 2:00 p.m., was recessed and reconvened Tuesday, July 15, 2025 at 12:30 p.m. at the Riverwood Activity Center, located at 4250 Riverwood Drive, Port Charlotte, Florida 33953.

Present and constituting a quorum were:

Dr. Cameron McKee
Donald Hester
Robert Humberstone
Douglas Colwell
Warren Sims, Jr.

Chairperson (*Remotely*)
Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Justin Faircloth
Scott Rudacille
Jim Freeman
John Larson
Carl Barraco
Frank Savage
Albert Lopez
Bianca Miller
Chris Beers
Various Residents

District Manager
District Counsel
Riverwood Community Association
Riverwood Community Association
Barraco and Associates, Inc.
Barraco and Associates, Inc.
CPH Consulting, LLC
CPH Consulting, LLC
Johnson Engineering

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

Audience Comments on Agenda Items

There being no audience comments, the next order of business followed.

THIRD ORDER OF BUSINESS

Consideration of RFQs for District Engineering Services

A. Discussion of Evaluation Criteria

- Mr. Faircloth distributed the Evaluation Criteria and ranking information to the Board, and discussed the process for selecting an engineering firm. Mr. Hester greeted the firms' representatives and discussed how the Board would like presentations to proceed.

B. Responses/Statements of Qualifications

i. Barraco and Associates, Inc.

Mr. Barraco and Mr. Savage made their presentation and answered questions from the Board.

ii. CPH Consulting, LLC

Mr. Lopez made his presentation and answered questions from the Board.

iii. Johnson Engineering

Mr. Beers made his presentation and answered questions from the Board.

FOURTH ORDER OF BUSINESS

Supervisor Comments

- Supervisors discussed the proposals and decided to table the matter for further consideration at a later time.

FIFTH ORDER OF BUSINESS

Audience Comments

There being no audience comments, the next order of business followed.

SIXTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Sims, seconded by Mr. Colwell, with all in favor, the meeting was adjourned at 1:58 p.m. (5-0)

Dr. Cameron McKee
Chairperson

**MINUTES OF MEETING
RIVERWOOD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Riverwood Community Development District was held Tuesday, July 15, 2025 at 2:00 p.m. at the Riverwood Activity Center, 4250 Riverwood Drive, Port Charlotte, Florida 33953.

Present and constituting a quorum were:

Dr. Cameron McKee	Chairperson (<i>Remotely</i>)
Donald Hester	Vice Chairperson
Robert Humberstone	Assistant Secretary
Douglas Colwell	Assistant Secretary
Warren Sims, Jr.	Assistant Secretary

Also present were:

Justin Faircloth	District Manager
Scott Rudacille	District Counsel
Ron Lesinski	Access Supervisor
Matt Gillispie	Florida Utility Solutions
Jim Freeman	Riverwood Community Association
John Larson	Riverwood Community Association
Kevin Tucker	Riverwood Community Association
Various Residents	

Following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

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

On MOTION by Mr. Colwell, seconded by Mr. Humberstone, with all in favor, Dr. McKee was authorized to attend and vote at this meeting remotely. (4-0)

SECOND ORDER OF BUSINESS

Approval of the July 15, 2025 Agenda

The following addition was requested:

- Under 6C, add Parcel A Restaurant Discussion.

There being no further amendments,

On MOTION by Humberstone, seconded by Mr. Colwell, with all in favor, the Agenda for the Meeting was approved, as amended. (5-0)

THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

- A resident inquired about the budget and District finances.

FOURTH ORDER OF BUSINESS

Consideration of RFQs for District Engineering Services

- A. Discussion of Evaluation Criteria
- B. Responses/Statements of Qualifications
 - i. Barraco and Associates, Inc.
 - ii. CPH Consulting, LLC
 - iii. Johnson Engineering

- Mr. Rudacille noted that the rankings from the Supervisors could be provided to the Board once all were obtained. The item was tabled to the August meeting.

FIFTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of June 24, 2025 Regular CDD Meeting
- B. Acceptance of the Financial Report and Check Register as of June 2025
- C. Items Approved Via Resolution 2021-09

Mr. Faircloth presented the Consent Agenda for approval, and requested any additions, corrections or deletions.

There being none,

On MOTION by Mr. Colwell, seconded by Mr. Humberstone, with all in favor, the Consent Agenda, consisting of the items as listed above, was approved. (5-0)

SIXTH ORDER OF BUSINESS

Business Items

A. Rule Change Discussion

- Dr. McKee discussed the proposed rule changes. Possible changes to the RV Park rules were discussed, however, Mr. Colwell noted that the Committee needs to discuss, so any possible changes should be considered at another time.

B. Polywood Proposal

On MOTION by Dr. McKee, seconded by Mr. Colwell, with all in favor, the Proposal from Polywood in the amount of \$15,164 for new furniture, was approved. (5-0)

C. Parcel A Restaurant Discussion

- Discussion ensued on how to proceed with exploring possible options to include a future restaurant on Parcel A. Dr. McKee noted that Parcel B was also designated commercial, and should be considered as well. Mr. Rudacille provided comments and noted he could investigate entitlements with the DRI. The Board was in agreement to allow Mr. Sims to proceed and review possibilities.

SEVENTH ORDER OF BUSINESS

Access Control Supervisor Report

- Mr. Lesinski reported on usage, the possibility of developing the Willow Bend Road exit as a resident only exit, a data breach, payroll, and Riseley Avenue access concerns. The Board requested Mr. Lesinski obtain proposals to consider for the Willow Bend Road exit gate.

EIGHTH ORDER OF BUSINESS

District Manager's Report

A. Follow Up Items

- Mr. Faircloth commented on efforts regarding the Fiscal Year 2026 Budget, efforts to obtain reimbursement from FPL for infrastructure damage, and work completed on various contracts for the District.

NINTH ORDER OF BUSINESS

Attorney's Report

A. Follow Up Items

i. Disaster Preparedness Plan Update

- The item was tabled to the next meeting.
- Mr. Rudacille will develop an updated amendment for consideration by the RCA and the CDD.

116 **ii. Consideration of Resolution 2025-07, Repealing Spending Resolution**
117 **2021-09**
118

119
120 On MOTION by Mr. Colwell, seconded by Mr. Humberstone, with
121 all in favor, Resolution 2025-07, Repealing and Replacing
122 Resolution 2021-09; Authorizing the Disbursement of Funds for
123 Payment of Certain Expenses Without Prior Approval of the Board
124 of Supervisors; Providing for a Monetary Threshold; and Providing
125 for an Effective Date, was adopted, with the Limit on 3d.b. Set at
126 \$100,000 as the Limit for Other Emergency Expenses. (5-0)
127

128 **iii. DLC Contract Extension Update**

- 129 • Mr. Rudacille noted the contract amendment was prepared. Mr. Faircloth noted he
130 would send it to Dr. McKee for execution.

131 **iv. RCA Contract Amendment Update**

- 132 • The Board requested Mr. Rudacille develop an amendment notating that the CDD
133 would compensate the RCA in the amount of \$112,328 per year to offset the RCA
134 General Manager's salary for services provided to the CDD, in oversight of CDD
135 assets per the 2025 Maintenance and Operating Agreement with the RCA.

136 **v. ArboBella Tree Service Contract Update**
137

138
139 On MOTION by Dr. McKee, seconded by Mr. Colwell, with all in
140 favor, the ongoing Services Contract with ArboBella Tree Service
141 was approved. (5-0)
142

143 **vi. PowerHouse Home Service Generator Installation Contract Update**
144

145
146 On MOTION by Dr. McKee, seconded by Mr. Sims, with all in
147 favor, a Contract with PowerHouse Home Services to install a
148 generator for back-up power for the Administration and Gate House
149 Buildings, revising the prior approval for this Project from \$75,000
150 to \$86,178 was approved. (5-0)
151

152 **vii. Beach Club Parking Lot Paving Contract Update**

- 153 • Mr. Sims noted that the District was still waiting for final information before a
154 decision was made on the contract.

- Mr. Rudacille noted that work was ongoing to complete the All Florida Contract, but the District was awaiting contract documents which would allow the District to complete a piggyback contract with the vendor.

TENTH ORDER OF BUSINESS**Engineer's Report****A. Johnson Engineering Update**

- Mr. Sims noted that progress was underway with the project and that survey work had been completed.

B. Velocity Engineering Update

- Mr. Sims noted the contract had not been signed yet by Velocity Engineering.
- Mr. Sims noted the sidewalk work was finished on Club Drive, but retainage was being held until sod repairs were completed.

ELEVENTH ORDER OF BUSINESS**RCA Items****A. General Manager Report**

- Mr. Freeman reported on conference room leak repairs, pool treatment, Parcel A work, canopy, parking lot drain cleaning, and the croquet court.
- Mr. Tucker noted efforts to clean out the drainage lines of the RCA, commented on efforts to repair berms and swales, and concerns with sediment buildup in the lakes. Mr. Faircloth noted the RCA may wish to consider aeration in the lakes as it has been reported to reduce muck buildup in lakes.
- Mr. Tucker commented on budget development and planning.

TWELFTH ORDER OF BUSINESS**Other Committee Reports****A. Utilities Committee: Mr. Hester****i. Monthly Client Report**

- Mr. Gillispie noted that FUS would begin work during the week on the project to route potable water for six homes for the use of irrigation in an effort to possibly reduce flushing amounts.
- Mr. Hester commented on the schedule for flushing and a plan to develop a schedule for backflow testing. Mr. Sims inquired how correct billing would occur for backflow work and Mr. Gillispie noted the work completed would be sent to MuniBilling so the correct billing could take place.

B. Environmental Committee: Mr. Hester

- Mr. Hester provided updates on work completed by FL GIS, and preserve work completed by Aquatic Weed Control.

C. Beach Club Committee: Mr. Humberstone

- Mr. Humberstone noted the insurance claim had been finalized for the beach club.

D. Campus Committee: Dr. McKee

- Dr. McKee noted there was no meeting, but he commented on Bocce Ball reconstruction and the need to consider the use of Starlink.

On MOTION by Dr. McKee, seconded by Mr. Humberstone, with all in favor, purchase of Starlink for emergency use in an amount not to exceed \$2,000, was approved (5-0)

- Dr. McKee commented on his, and the efforts of others to be heavily involved in the District's financials.

E. Finance Committee: Mr. Humberstone

- i. **Riverwood CDD Financial Report**
- ii. **FY 2026 Budget Discussion**

- Mr. Humberstone reviewed the financial position of the District, and presented the planned FY2 026 Budget.

F. RV Park Committee: Mr. Colwell

- Mr. Colwell commented on solar lighting and electrical pedestals' initiatives.

- i. **Property Jungle Tamer Quote QT-373**

On MOTION by Mr. Colwell, seconded by Mr. Humberstone, with all in favor Property Jungle Tamer Quote QT-373 in the amount of \$3,200, was approved. (5-0)

G. Riverwood Safety & Security Committee: Mr. Colwell

- Mr. Colwell commented on disaster response, community watch, the generator installation, speeding, and traffic control.

THIRTEENTH ORDER OF BUSINESS

Supervisor Comments

- Mr. Humberstone and Mr. Colwell thanked Mr. Rudacille and Mr. Faircloth for their assistance in coming up to speed on items since joining the Board and for assistance with the FY 2026 Budget.

- 226 • Mr. Sims noted there was no RCA Grounds meeting.
- 227 • Dr. McKee thanked Mr. Hester for filling in while he was out.

228

229 **FOURTEENTH ORDER OF BUSINESS Audience Comments**

- 230 • Residents commented on Willow Bend Road, the FY 2026 Budget, Clean Up
- 231 Riverwood Initiative, and Parcel A.

232

233 **FIFTEENTH ORDER OF BUSINESS Adjournment**

234 There being no further business,

235

236 On MOTION by Mr. Colwell, seconded by Mr. Sims, with all in

237 favor, the meeting was adjourned at 4:36 p.m. (5-0)

238

239

240

241

242

243

244

245

Chairperson/Vice Chairperson

6B

Riverwood Community Development District

Financial Statements *(unaudited)*

July 31, 2025

Prepared by



Table of Contents

	Report <u>Page #</u>
Balance Sheet	1 - 2
 Revenues, Expenditures and Change in Fund Balances	
General Fund	3 - 5
General Fund - Reserves	6 - 7
Beach Club Fund (Operations)	8 - 9
Beach Club Fund - Reserves	10
Beach Club Fund (Loan)	11
Debt Service Fund	12
 Revenues, Expenses and Change in Net Position	
Enterprise Fund (Breakdown by Services)	13
Water Services	14 - 15
Sewer Services	16 - 17
Irrigation Services	18 - 19
Reserve Fund	20
Shared Services Fund	21
 Supporting Schedules	
Non-Ad Valorem Special Assessments	22
Cash & Investment Report	23

Riverwood Community Development District**Financial Statements****Balance Sheet**
July 31, 2025

Account Description	General Fund	General Fund - Reserves	Beach Club Fund (Operations)	Beach Club Fund (Reserve)	Beach Club Fund (Loan)	Debt Service Fund (Valley National)	Enterprise Fund	Enterprise Fund - Reserves	Pooled Cash Fund	Total
Assets										
Current Assets										
Cash - Checking Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,206,411	\$ 3,206,411
Equity in Pooled Cash	1,080,185	2,442,618	122,460	101,840	-	(195,563)	788,507	2,991,229	(7,331,275)	1
Accounts Receivable	-	-	-	-	-	-	179,235	-	-	179,235
Accounts Receivable > 120	-	-	-	-	-	-	993	-	-	993
Accounts Receivable - Other	3,541	-	-	-	-	-	-	-	-	3,541
Loan Due from Beach Fund	118,258	-	-	-	-	-	-	-	-	118,258
Due From Other Funds	-	15,765	-	-	-	196,693	-	-	-	212,458
Investments:										
Money Market Account	-	-	-	-	-	-	-	-	4,135,232	4,135,232
Reserve Fund	-	-	-	-	-	131,302	-	-	-	131,302
Revenue Fund	-	-	-	-	-	424,482	-	-	-	424,482
Prepaid Items	10,830	-	1,056	-	-	-	3,395	-	-	15,281
Total Current Assets	1,212,814	2,458,383	123,516	101,840	-	556,914	972,130	2,991,229	10,368	8,427,194
Noncurrent Assets										
Fixed Assets										
Land	-	-	-	-	-	-	343,998	-	-	343,998
Buildings	-	-	-	-	-	-	1,413,584	-	-	1,413,584
Accum Depr - Buildings	-	-	-	-	-	-	(900,554)	-	-	(900,554)
Infrastructure	-	-	-	-	-	-	10,649,119	-	-	10,649,119
Accum Depr - Infrastructure	-	-	-	-	-	-	(4,971,714)	-	-	(4,971,714)
Equipment and Furniture	-	-	-	-	-	-	37,977	-	-	37,977
Accum Depr - Equip/Furniture	-	-	-	-	-	-	(23,914)	-	-	(23,914)
Total Noncurrent Assets	-	-	-	-	-	-	6,548,496	-	-	6,548,496
Total Assets	\$ 1,212,814	\$ 2,458,383	\$ 123,516	\$ 101,840	\$ -	\$ 556,914	\$ 7,520,626	\$ 2,991,229	\$ 10,368	\$ 14,975,690

Riverwood Community Development District

Financial Statements

Balance Sheet
July 31, 2025

Account Description	General Fund	General Fund - Reserves	Beach Club Fund (Operations)	Beach Club Fund (Reserve)	Beach Club Fund (Loan)	Debt Service Fund (Valley National)	Enterprise Fund	Enterprise Fund - Reserves	Pooled Cash Fund	Total
Liabilities										
Current Liabilities										
Accounts Payable	\$ 10,226	\$ -	\$ 90	\$ -	\$ -	\$ -	\$ 305	\$ -	\$ 10,368	\$ 20,989
Accrued Expenses	46,067	-	-	-	-	-	54,674	-	-	100,741
Sales Tax Payable	-	-	12	-	-	-	-	-	-	12
Deposits	-	-	-	-	-	-	246,851	-	-	246,851
Loan Due to General Fund	-	-	-	-	118,258	-	-	-	-	118,258
Due To Other Funds	196,693	-	-	-	-	-	15,765	-	-	212,458
Total Current Liabilities	252,986	-	102	-	118,258	-	317,595	-	10,368	699,309
Total Liabilities	252,986	-	102	-	118,258	-	317,595	-	10,368	699,309
Fund Balances / Net Position										
Nonspendable:										
Prepaid Items	10,830	-	-	-	-	-	-	-	-	10,830
Restricted for:										
Debt Service	-	-	-	-	-	556,914	-	-	-	556,914
Assigned to:										
Operating Reserves	350,000	-	-	-	-	-	-	-	-	350,000
Reserves - Activity Center	-	689,531	-	-	-	-	-	-	-	689,531
Environmental Services	-	738,039	-	-	-	-	-	-	-	738,039
Reserves - Roadways	-	914,768	-	-	-	-	-	-	-	914,768
Reserves - RV Park	-	116,045	-	-	-	-	-	-	-	116,045
Reserves - Beach Club	-	-	-	101,840	-	-	-	-	-	203,680
Unassigned:	598,998	-	123,414	-	(118,258)	-	-	-	-	604,154
Net Investment in capital assets	-	-	-	-	-	-	6,548,495	-	-	6,548,495
Reserves - Sewer System	-	-	-	-	-	-	-	1,778,801	-	1,778,801
Reserves - Water System	-	-	-	-	-	-	-	437,309	-	437,309
Reserves - Irrigation System	-	-	-	-	-	-	-	514,229	-	514,229
Reserves - Underground Infrastructure	-	-	-	-	-	-	-	260,890	-	260,890
Unrestricted/Unreserved	-	-	-	-	-	-	654,536	-	-	654,536
Total Fund Balances / Net Position	959,828	2,458,383	123,414	101,840	(118,258)	556,914	7,203,031	2,991,229	-	14,174,541
Total Liabilities & Fund Balances / Net Position	\$ 1,212,814	\$ 2,458,383	\$ 123,516	\$ 101,840	\$ -	\$ 556,914	\$ 7,520,626	\$ 2,991,229	\$ 10,368	\$ 14,975,690

Riverwood Community Development District

Financial Statements

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget	
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance		
Revenue / Other Sources									
Special Assmnts- Tax Collector	\$ 17,011	\$ -	\$ 17,011	\$ 2,149,563	\$ 2,166,230	\$ (16,667)	-0.8%	\$ 2,166,230	
Special Assmnts- Discounts	(4,085)	-	(4,085)	(73,812)	(88,429)	14,617	-16.5%	(88,429)	
Non-Resident Members	-	333	(333)	4,600	3,333	1,267	38.0%	4,000	
Other Miscellaneous Revenues	-	42	(42)	315	420	(105)	-25.0%	500	
Interest - Investments	3,462	3,333	128	35,882	33,333	2,549	7.6%	40,000	
Interest - Tax Collector	260	-	260	3,672	-	3,672	0.0%	-	
FEMA Revenue	-	-	-	1,494	-	1,494	0.0%	-	
Total Revenue / Other Sources	16,648	3,709	12,939	2,121,715	2,114,888	6,827	0.3%	2,122,301	

Expenditures

Administration

P/R-Board of Supervisors	363	225	(138)	2,104	2,250	146	6.5%	2,696
Payroll-Salaries	760	2,478	1,718	10,986	24,779	13,794	55.7%	29,735
ProfServ-Engineering	-	542	542	-	5,420	5,420	n/a	6,500
ProfServ-Mgmt Consulting	7,111	7,111	-	71,112	71,112	-	0.0%	85,334
ProfServ-Legal Services	8,443	1,042	(7,401)	46,018	10,417	(35,602)	-341.8%	12,500
ProfServ-Trustee Fees	-	-	-	4,095	3,717	(378)	-10.2%	3,717
Auditing Services	1,586	-	(1,586)	1,586	1,587	1	0.1%	1,587
Communications-Other	704	667	(38)	7,447	6,667	(781)	-11.7%	8,000
Miscellaneous Mailings	-	792	792	-	7,917	7,917	n/a	9,500
Insurance	2,171	-	(2,171)	25,406	27,464	2,058	7.5%	27,464
Misc-Non Ad Valorem Taxes	-	208	208	16	2,080	2,064	99.2%	2,500
Misc-Assessment Collection Cost	259	-	(259)	41,515	30,000	(11,515)	-38.4%	30,000
Website Hosting/Email services	331	276	(56)	1,884	2,758	874	31.7%	3,310
Janitorial /Office supplies	303	333	30	4,913	3,333	(1,579)	-47.4%	4,000
Office Expense	1,235	833	(402)	14,675	8,330	(6,345)	-76.2%	10,000
Misc-Credit Card Fees	-	10	10	67	100	33	32.8%	120
Total Administration	23,265	14,516	(8,749)	231,824	207,931	(23,893)	-11.5%	236,963

Community Services

Environmental Services

Payroll-Environmental Services	6,174	9,206	3,031	51,118	92,055	40,937	44.5%	110,466
Contracts-Preserve Maintenance	-	2,917	2,917	40,947	29,170	(11,777)	-40.4%	35,000
Contracts-Lakes	2,367	2,367	-	23,670	23,670	-	0.0%	28,400
ProfServ-Consultants	-	1,250	1,250	10,489	12,500	2,011	16.1%	15,000
Electricity - General	366	200	(166)	3,169	2,000	(1,169)	-58.5%	2,400
Utility - Water & Sewer	176	167	(9)	1,606	1,670	64	3.8%	2,000
R&M-Storm Drain Cleaning	1,755	1,250	(505)	19,686	12,500	(7,186)	-57.5%	15,000
R&M-Preserves	-	3,333	3,333	50,746	33,330	(17,416)	-52.3%	40,000
R&M-Road Scaping	-	1,500	1,500	-	15,000	15,000	n/a	18,000
R&M-Roads, Signage, Striping	-	917	917	14,440	9,170	(5,270)	-57.5%	11,000

Riverwood Community Development District

Financial Statements

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
R&M-Lakes,Bank Erosion,Planting	402	2,083	1,681	402	20,830	20,428	98.1%	25,000
Misc-Contingency	30,015	4,167	(25,848)	96,334	41,667	(54,667)	-131.2%	50,000
Total Environmental Services	41,256	29,356	(11,899)	312,608	293,562	(19,046)	-6.5%	352,266
Access and Control								
Payroll-Gatehouse	42,541	26,712	(15,829)	284,610	267,122	(17,489)	-6.5%	320,546
Communications-Other	-	617	617	-	6,167	6,167	n/a	7,400
R&M-Gate	2,955	1,667	(1,289)	49,302	16,667	(32,635)	-195.8%	20,000
R&M-Gatehouse/Security	2,494	2,150	(344)	10,667	21,500	10,833	50.4%	25,800
Op Supplies - Gatehouse	332	1,417	1,084	23,947	14,167	(9,780)	-69.0%	17,000
Total Access and Control	48,323	32,562	(15,761)	368,526	325,622	(42,904)	-13.2%	390,746
Landscape Services								
Contracts - Landscape	-	1,333	1,333	-	13,333	13,333	n/a	16,000
Payroll - Landscape	126	1,333	1,208	3,728	13,333	9,606	72.0%	16,000
R&M - Other Landscape	-	1,667	1,667	43,582	16,667	(26,915)	-161.5%	20,000
R&M - Tree Trimming Services	-	2,378	2,378	17,160	23,783	6,623	27.8%	28,540
Plantings & Consulting	-	4,167	4,167	29,751	41,670	11,919	28.6%	50,000
Contracts-Landscape	20,000	19,375	(625)	234,763	193,750	(41,013)	-21.2%	232,500
Contracts-Irrigation	-	3,200	3,200	16,640	32,000	15,360	48.0%	38,400
R&M-Irrigation	-	633	633	14,951	6,333	(8,618)	-136.1%	7,600
R&M-Mulch	-	2,667	2,667	29,440	26,667	(2,773)	-10.4%	32,000
R&M-Trees and Trimming	-	1,500	1,500	24,890	15,000	(9,890)	-65.9%	18,000
Landscape Miscellaneous Credit	-	(3,780)	(3,780)	-	(37,800)	(37,800)	n/a	(45,360)
Op Supplies - Chemicals	-	5,000	5,000	35,554	50,000	14,446	28.9%	60,000
Total Landscape Services	20,126	39,474	19,348	450,458	394,737	(55,721)	-14.1%	473,680
Total Community Services	109,704	101,392	(8,312)	1,131,592	1,013,920	(117,671)	-11.6%	1,216,692
Activity Center Campus								
P/R-Board of Supervisors	269	167	(102)	1,561	1,670	109	6.5%	2,000
Payroll-Salaries	377	1,888	1,511	6,342	18,880	12,538	66.4%	22,656
Payroll-Maintenance	2,584	3,085	501	19,634	30,853	11,218	36.4%	37,023
Electricity - General	4,473	5,417	943	44,791	54,167	9,376	17.3%	65,000
Utility - Water & Sewer	1,449	1,167	(282)	13,293	11,667	(1,626)	-13.9%	14,000
Insurance - Property	4,186	-	(4,186)	4,186	-	(4,186)	0.0%	-
Insurance	-	-	-	44,812	52,967	8,155	15.4%	52,967
R&M-Pools	4,663	667	(3,996)	20,878	6,670	(14,208)	-213.0%	8,000
R&M-Fitness Equipment	256	500	244	4,176	5,000	824	16.5%	6,000
Activity Ctr Cleaning- Inside Areas	1,195	2,667	1,472	18,468	26,670	8,202	30.8%	32,000
Pool Daily Maintenance	2,600	2,083	(517)	21,765	20,830	(935)	-4.5%	25,000
R&M-Activity Campus Buildings	3,836	3,333	(503)	71,022	33,333	(37,689)	-113.1%	40,000
Misc-Special Projects	3,347	5,000	1,653	74,863	50,000	(24,863)	-49.7%	60,000

Riverwood Community Development District

Financial Statements

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Tools and Equipment	-	1,250	1,250	5,515	12,500	6,985	55.9%	15,000
Operating Supplies	190	750	560	11,827	7,500	(4,327)	-57.7%	9,000
Misc-Contingency	732	2,500	1,768	31,413	25,000	(6,413)	-25.7%	30,000
Total Activity Center Campus	30,156	30,474	317	394,547	357,706	(36,841)	-10.3%	418,646
Total Expenditures	163,125	146,382	(16,743)	1,757,962	1,579,557	(178,405)	-11.3%	1,872,301
Transfers Out								
Reserve - Activity Center Campus	5,833	5,833	-	58,333	58,333	-	0.0%	70,000
Reserve - Roadways	10,833	10,833	(0)	108,333	108,330	(3)	0.0%	130,000
Reserve - Environmental Services	4,167	4,167	0	41,667	41,670	3	0.0%	50,000
Total Transfers Out	20,833	20,833	-	208,333	208,333	-	0.0%	250,000
Total Expenditures & Transfers	183,959	167,216	(16,743)	1,966,296	1,787,890	(178,405)	-10.0%	2,122,301
Net Surplus (Deficit)	<u>\$ (167,311)</u>	<u>\$ (163,507)</u>	<u>\$ (3,804)</u>	155,419	326,997	(171,578)		-
Fund balance as of Oct 01, 2024				804,409	804,409	-		804,409
Fund Balance as of Jul 31, 2025				<u>\$ 959,828</u>	<u>\$ 1,131,406</u>	<u>\$ (171,578)</u>		<u>\$ 804,409</u>

Riverwood Community Development District

Financial Statements

General Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
RV Parking Lot Revenue	-	4,750	(4,750)	44,583	47,500	(2,917)	-6.1%	57,000
Transfer In - Roadways	10,833	10,833	0	108,333	108,330	3	0.0%	130,000
Transfer In - Environmental Services	4,167	4,167	(0)	41,667	41,670	(3)	0.0%	50,000
Transfer In - Activity Center Campus	5,833	5,833	0	58,333	58,330	3	0.0%	70,000
Other Miscellaneous Revenues	-	-	-	33	-	33	n/a	-
Interest - Investments	9,137	4,583	4,553	94,837	45,833	49,003	106.9%	55,000
Total Revenue / Other Sources	29,970	30,166	(196)	347,786	301,663	46,122	15.3%	362,000
Expenditures								
Activity Center Campus								
Reserve-Activity Center Campus	-	5,083	5,083	-	50,833	50,833	100.0%	61,000
Capital Projects	43,089	-	(43,089)	43,089	-	(43,089)	n/a	-
ProfServ-Legal Services	-	-	-	1,510	-	(1,510)	n/a	-
Total Activity Center Campus	43,089	5,083	(38,006)	44,599	50,833	6,234	12.3%	61,000
Roadways								
Reserve - Roadways	-	19,750	19,750	-	197,500	197,500	100.0%	237,000
Total Roadways	-	19,750	19,750	-	197,500	197,500	100.0%	237,000
RV Park								
Reserve - RV Park	-	2,423	2,423	-	24,225	24,225	100.0%	29,070
Payroll- RV Park	1,325	1,667	341	10,571	16,667	6,095	36.6%	20,000
Materials & Supplies	2,013	417	(1,596)	10,258	4,170	(6,088)	-146.0%	5,000
Capital Projects	-	708	708	29,972	7,080	(22,892)	-323.3%	8,500
Postage and Freight	-	3	3	-	30	30	100.0%	40
Fuel, Gasoline and Oil	-	8	8	-	80	80	100.0%	90
Credit Card Fees	-	108	108	1,184	1,080	(104)	-9.7%	1,300
Total RV Park	3,339	5,333	1,994	51,986	53,332	1,346	2.5%	64,000
Environmental Services								
Operating Supplies	-	-	-	85,500	-	(85,500)	n/a	-
Total Environmental Services	-	-	-	85,500	-	(85,500)	n/a	-
Total Expenditures	46,428	30,167	(16,261)	182,085	301,665	119,580	39.6%	362,000
Net Surplus (Deficit)	\$ (16,458)	\$ (0)	\$ (16,458)	165,701	(2)	165,703		-
Fund balance as of Oct 01, 2024				2,292,683	2,292,683	-		2,292,683
Fund Balance as of Jul 31, 2025				\$ 2,458,384	\$ 2,292,681	\$ 165,703		\$ 2,292,683

Riverwood Community Development District

Financial Statements

General Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

(83.33% Yr Complete)

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

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Environmental Services Reserve	\$752,359	\$41,667	\$29,513	\$85,500	\$738,039
Activity Center Campus Reserve	\$649,184	\$58,366	\$26,581	\$44,599	\$689,531
Roadways Reserve	\$772,843	\$108,333	\$33,592	\$0	\$914,768
RV Park Reserve	\$118,297	\$44,583	\$5,150	\$51,986	\$116,045
Total	\$2,292,682	\$252,949	\$94,837	\$182,085	\$2,458,384

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

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Membership Dues	\$ -	\$ 15,833	\$ (15,833)	\$ 198,210	\$ 158,333	\$ 39,877	25.2%	\$ 190,000
Initiation Fees	150	250	(100)	2,375	2,500	(125)	-5.0%	3,000
Amenities Revenue	-	83	(83)	600	830	(230)	-27.7%	1,000
Summer Membership	-	708	(708)	-	7,080	(7,080)	-100.0%	8,500
Other Miscellaneous Revenues	28	42	(14)	252	420	(168)	-39.9%	500
Interest - Investments	450	17	433	5,881	170	5,711	3359.7%	200
Total Revenue / Other Sources	629	16,933	(16,305)	207,319	169,333	37,986	22.4%	203,200

Expenditures**Beach Club Operations**

Payroll-Administrative	879	583	(295)	6,038	5,833	(205)	-3.5%	7,000
Payroll-Attendants	10,682	7,842	(2,840)	92,279	78,419	(13,860)	-17.7%	94,103
ProfServ-Mgmt Consulting	455	455	-	4,553	4,553	-	0.0%	5,464
Auditing Services	794	-	(794)	794	794	-	0.0%	794
Contracts-Landscape	-	150	150	-	1,500	1,500	100.0%	1,800
Communication - Telephone	252	208	(44)	2,439	2,080	(359)	-17.3%	2,500
Utility - General	144	117	(28)	966	1,167	201	17.2%	1,400
Utility - Refuse Removal	78	75	(3)	783	750	(33)	-4.4%	900
Utility - Water & Sewer	79	150	71	789	1,500	711	47.4%	1,800
Insurance	2,171	-	(2,171)	25,406	27,464	2,058	7.5%	27,464
R&M-Buildings	672	167	(505)	8,754	1,670	(7,084)	-424.2%	2,000
R&M-Equipment	309	167	(142)	6,224	1,670	(4,554)	-272.7%	2,000
Preventative Maint-Security Systems	-	146	146	6,785	1,460	(5,325)	-364.7%	1,750
Misc-Special Projects	2,240	167	(2,073)	19,378	1,670	(17,708)	-1060.4%	2,000
Misc-Web Hosting	-	46	46	550	460	(90)	-19.6%	550
Misc-Taxes	-	-	-	922	756	(166)	-22.0%	756
Misc-Contingency	-	426	426	12,711	4,255	(8,456)	-198.7%	5,106
Credit Card Fees	7	433	426	5,882	4,333	(1,549)	-35.7%	5,200
Office Supplies	-	5	5	46	50	4	8.0%	60
Op Supplies - General	-	41	41	2,587	414	(2,172)	-524.5%	497
Total Beach Club Operations	18,761	11,179	(7,583)	197,887	140,799	(57,088)	-40.5%	163,144

Riverwood Community Development District

Financial Statements

Beach Club Fund - Operations

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Debt Service								
Principal Debt Retirement	-	-	-	-	-	-	n/a	23,617
Interest Expense	-	-	-	-	-	-	n/a	5,439
Total Debt Service	-	-	-	-	-	-	n/a	29,056
Total Expenditures	18,761	11,179	(7,583)	197,887	140,799	(57,088)	-40.5%	192,200
Transfer Out								
Reserve - Beach Club	917	917	-	9,167	9,167	(0)	0.0%	11,000
Total Transfer Out	917	917	-	9,167	9,167	(0)	0.0%	11,000
Total Expenditures & Transfer	19,678	12,095	(7,583)	207,053	149,966	(57,088)	-38.1%	203,200
Net Surplus (Deficit)	<u>\$ (19,049)</u>	<u>\$ 4,838</u>	<u>\$ (23,887)</u>	266	19,368	(19,102)		-
Fund balance as of Oct 01, 2024				123,148	123,148	-		123,148
Fund Balance as of Jul 31, 2025				<u>\$ 123,414</u>	<u>\$ 142,516</u>	<u>\$ (19,102)</u>		<u>\$ 123,148</u>

Riverwood Community Development District

Financial Statements

Beach Club Fund - Reserves

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget		
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance			
Revenue / Other Sources										
Transfer in - Beach Club	\$ 917	\$ 917	\$ -	\$ 9,167	\$ 9,167	\$ 0	0.0%	\$ 11,000		
Total Revenue / Other Sources	917	917	-	9,167	9,167	0	0.0%	11,000		
Expenditures										
Reserve - Beach Club	-	917	917	-	9,167	9,167	100.0%	11,000		
Total Expenditures	-	917	917	-	9,167	9,167	0.0%	11,000		
Net Surplus (Deficit)	\$ 917	\$ -	\$ 917	9,167	-	9,167		-		
Fund balance as of Oct 01, 2024				92,673	92,673	-		92,673		
Fund Balance as of Jul 31, 2025				\$ 101,840	\$ 92,673	\$ 9,167		\$ 92,673		

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Beach Club Reserve	\$92,673	\$9,167	\$0	\$0	\$101,840
Total	\$92,673	\$9,167	\$0	\$0	\$101,840

Riverwood Community Development District

Financial Statements

Beach Club Fund - Loan

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Total Revenue / Other Sources	-	-	-	-	-	-	n/a	-
Expenditures								
Total Expenditures	-	-	-	-	-	-	n/a	-
Net Surplus (Deficit)	\$ -	\$ -	\$ -	-	-	-		-
Fund balance as of Oct 01, 2024				(118,258)	(118,258)	-		(118,258)
Fund Balance as of Jul 31, 2025				\$ (118,258)	\$ (118,258)	\$ -		\$ (118,258)

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 July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Special Assmnts- Tax Collector	\$ 5,768	\$ -	\$ 5,768	\$ 698,412	\$ 698,412	\$ (0)	0.0%	\$ 698,412
Special Assmnts- Discounts	(1,382)	-	(1,382)	(24,739)	(27,937)	3,198	-11.4%	(27,937)
Interest - Investments	1,766	42	1,724	24,343	420	23,923	5696.1%	500
Interest - Tax Collector	88	-	88	1,213	-	1,213	n/a	-
Total Revenue / Other Sources	6,241	42	6,199	699,230	670,895	28,335	4.2%	670,975
Expenditures								
Debt Service								
Misc-Assessment Collection Cost	88	-	(88)	13,473	13,968	495	3.5%	13,968
Principal Debt Retirement	-	-	-	475,000	475,000	-	0.0%	475,000
Interest Expense	-	-	-	189,788	189,788	0	0.0%	189,788
Total Debt Service	88	-	(88)	678,261	678,756	495	0.1%	678,756
Total Expenditures	88	-	(88)	678,261	678,756	495	0.1%	678,756
Net Surplus (Deficit)	\$ 6,153	\$ 42	\$ 6,111	20,969	(7,861)	28,830		(7,781)
Fund balance as of Oct 01, 2024				535,944	535,944	-		535,944
Fund Balance as of Jul 31, 2025				\$ 556,913	\$ 528,083	\$ 28,830		\$ 528,163

Riverwood Community Development District

Financial Statements

Enterprise Fund - Breakdown by Utility Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Utility Services			Total YTD Actuals	Total YTD Budget	Variance Fav (Unfav)	% Variance	Adopted Budget
	Water	Sewer	Irrigation					
Revenue / Other Sources								
Base Charges for Services	\$ 414,648	\$ 1,097,637	\$ 229,744	\$ 1,742,029	\$ 1,667,763	\$ 74,266	4.5%	\$ 2,001,320
Usage Charges for Services	212,944	-	-	212,944	191,667	21,277	11.1%	230,000
Standby Fees	-	5,678	-	5,678	5,250	428	8.2%	6,300
Connection Fees - W/S	-	13,040	-	13,040	-	13,040	0.0%	-
Backflow Fees	-	-	-	-	22,500	(22,500)	-100.0%	27,000
Other Miscellaneous Revenues	2,646	12,136	-	14,782	9,830	4,952	50.4%	11,800
Interest - Investments	4,782	8,914	1,995	15,691	4,410	11,281	255.8%	5,300
Total Revenue / Other Sources	635,020	1,137,405	231,740	2,004,165	1,901,420	102,745	5.4%	2,281,720
Expenses								
Administration	31,284	143,999	13,007	188,290	243,466	55,176	22.7%	273,378
Utility Services	436,329	557,697	113,885	1,107,911	1,405,028	297,118	21.1%	1,686,032
Transfers Out	42,772	191,875	33,945	268,592	268,592	(0)	0.0%	322,310
Total Expenses	510,384	893,571	160,837	1,564,792	1,917,086	352,294	18.4%	2,281,720
Net Profit (Loss)	<u>\$ 124,636</u>	<u>\$ 243,834</u>	<u>\$ 70,903</u>	439,373	(15,666)	455,039		-
Net Position as of Oct 01, 2024				6,763,657	6,763,657	-		6,763,657
Net Position as of Jul 31, 2025				<u>\$ 7,203,029</u>	<u>\$ 6,747,990</u>	<u>\$ 455,039</u>		<u>\$ 6,763,657</u>

Riverwood Community Development District

Financial Statements

Enterprise Fund - Water Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Water-Base Rate	\$ 42,476	\$ 38,610	\$ 3,866	\$ 414,648	\$ 386,100	\$ 28,548	7.4%	\$ 463,320
Water-Usage	15,544	19,167	(3,623)	212,944	191,667	21,277	11.1%	230,000
Backflow Fees	-	2,250	(2,250)	-	22,500	(22,500)	-100.0%	27,000
Other Miscellaneous Revenues	399	150	249	2,646	1,500	1,146	76.4%	1,800
Interest - Investments	728	25	703	4,782	250	4,532	1812.7%	300
Total Revenue / Other Sources	59,146	60,202	(1,055)	635,020	602,017	33,003	5.5%	722,420
Administration								
P/R-Board of Supervisors	369	229	(140)	2,142	2,290	148	6.5%	2,745
Payroll-Project Manager	1,255	2,083	828	11,572	20,833	9,261	44.5%	25,000
ProfServ-Engineering	-	417	417	-	4,170	4,170	100.0%	5,000
ProfServ-Legal Services	-	625	625	149	6,250	6,101	97.6%	7,500
ProfServ-Mgmt Consulting	484	484	-	4,840	4,840	-	0.0%	5,808
Auditing Services	1,349	-	(1,349)	1,349	1,349	-	0.0%	1,349
Postage and Freight	-	26	26	94	260	166	64.0%	306
Insurance	930	-	(930)	10,888	11,770	882	7.5%	11,770
Printing and Binding	-	28	28	45	280	235	84.0%	340
Legal Advertising	-	40	40	186	400	214	53.5%	485
Miscellaneous Services	-	79	79	-	790	790	100.0%	949
Office Supplies	-	9	9	20	90	71	78.3%	102
Total Administration	4,388	4,020	(367)	31,284	53,322	22,038	41.3%	61,354
Utility Services								
ProfServ-Utility Billing	936	1,138	202	10,751	11,375	624	5.5%	13,650
Contracts-Other Services	4,083	4,052	(32)	41,017	40,517	(500)	-1.2%	48,620
Utility - Base Rate	14,565	12,775	(1,790)	136,642	127,750	(8,892)	-7.0%	153,300
Utility - Water-Usage	12,533	25,167	12,633	222,097	251,667	29,570	11.7%	302,000
Utility-CCU Admin Fee	5	4	(1)	47	40	(7)	-18.5%	50
R&M-General	140	4,625	4,485	25,675	46,250	20,575	44.5%	55,500
Misc-Licenses & Permits	-	25	25	100	250	150	60.0%	300
Back Flow Preventors	-	2,250	2,250	-	22,500	22,500	100.0%	27,000
Misc-Contingency	-	777	777	-	7,767	7,767	100.0%	9,320
Total Utility Services	32,263	50,812	18,549	436,329	508,115	71,786	14.1%	609,740
Total Expenses	36,650	54,832	18,182	467,612	561,437	93,825	16.7%	671,094

Riverwood Community Development District

Financial Statements

Enterprise Fund - Water Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserve - Water System	4,277	4,277	-	42,772	42,772	(0)	0.0%	51,326
Total Transfers Out	4,277	4,277	-	42,772	42,772	(0)	0.0%	51,326
Total Expenses & Transfers	40,927	59,109	18,182	510,384	604,209	93,825	15.5%	722,420
Net Profit (Loss)	<u>\$ 18,219</u>	<u>\$ 1,093</u>	<u>\$ 17,126</u>	<u>\$ 124,636</u>	<u>\$ (2,192)</u>	<u>\$ 126,828</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 July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Sewer Revenue	\$ 109,803	\$ 108,333	\$ 1,470	\$ 1,097,637	\$ 1,083,333	\$ 14,303	1.3%	\$ 1,300,000
Standby Fees	555	525	30	5,678	5,250	428	8.2%	6,300
Connection Fees - W/S	-	-	-	13,040	-	13,040	n/a	-
Other Miscellaneous Revenues	1,820	833	987	12,136	8,330	3,806	45.7%	10,000
Interest - Investments	1,356	333	1,023	8,914	3,330	5,584	167.7%	4,000
Total Revenue / Other Sources	113,534	110,024	3,510	1,137,405	1,100,243	37,162	3.4%	1,320,300
Expenses								
Administration								
P/R-Board of Supervisors	934	579	(355)	5,418	5,790	372	6.4%	6,943
Payroll-Project Manager	1,632	2,833	1,202	15,225	28,333	13,109	46.3%	34,000
ProfServ-Engineering	8,194	833	(7,361)	29,547	8,330	(21,217)	-254.7%	10,000
ProfServ-Legal Services	165	2,292	2,127	2,435	22,917	20,481	89.4%	27,500
ProfServ-Mgmt Consulting	2,110	2,110	-	21,103	21,103	0	0.0%	25,324
Auditing Services	3,412	-	(3,412)	3,412	3,412	-	0.0%	3,412
Postage and Freight	82	65	(17)	1,075	650	(425)	-65.4%	775
Insurance	5,582	-	(5,582)	65,331	70,622	5,291	7.5%	70,622
Printing and Binding	-	72	72	279	720	441	61.3%	860
Legal Advertising	-	-	-	3	-	(3)	n/a	3
Miscellaneous Services	-	200	200	49	2,000	1,951	97.6%	2,399
Office Supplies	-	25	25	122	250	129	51.4%	300
Total Administration	22,112	9,009	(13,102)	143,999	164,127	20,129	12.3%	182,138
Utility Services								
ProfServ-Utility Billing	5,831	7,088	1,256	66,676	70,875	4,199	5.9%	85,050
Electricity - General	3,796	6,833	3,037	39,212	68,333	29,122	42.6%	82,000
Utility - Water & Sewer	361	375	14	3,864	3,750	(114)	-3.0%	4,500
Communication - Telephone	495	542	47	4,720	5,420	700	12.9%	6,500
Contracts-Other Services	25,442	25,245	(197)	254,175	252,450	(1,725)	-0.7%	302,940
R&M-Sludge Hauling	-	7,083	7,083	14,654	70,830	56,176	79.3%	85,000
Maintenance - Security Systems	-	146	146	1,705	1,460	(245)	-16.8%	1,750
R&M-General	16,392	18,953	2,561	114,037	189,530	75,493	39.8%	227,439
Misc-Licenses & Permits	-	12	12	600	120	(480)	-400.0%	140
Misc-Bad Debt	-	83	83	193	830	637	76.7%	1,000
Misc-Contingency	567	966	399	5,671	9,661	3,990	41.3%	11,593
Op Supplies - Chemicals	-	8,333	8,333	52,190	83,333	31,143	37.4%	100,000
Total Utility Services	52,884	75,659	22,775	557,697	756,593	198,895	26.3%	907,912
Total Expenses	74,996	84,669	9,673	701,696	920,720	219,024	23.8%	1,090,050

Riverwood Community Development District

Financial Statements

Enterprise Fund - Sewer Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserve - Sewer System	19,188	19,188	-	191,875	191,875	-	0.0%	230,250
Total Transfers Out	19,188	19,188	-	191,875	191,875	-	0.0%	230,250
Total Expenses & Transfers	94,183	103,856	9,673	893,571	1,112,595	219,024	19.7%	1,320,300
Net Profit (Loss)	<u>\$ 19,351</u>	<u>\$ 6,168</u>	<u>\$ 13,183</u>	<u>\$ 243,834</u>	<u>\$ (12,352)</u>	<u>\$ 256,186</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 July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Revenue / Other Sources								
Irrigation-Base Rate	\$ 23,771	\$ 19,833	\$ 3,938	\$ 229,744	\$ 198,330	\$ 31,414	15.8%	\$ 238,000
Interest - Investments	304	83	221	1,995	830	1,165	140.4%	1,000
Total Revenue / Other Sources	24,075	19,916	4,159	231,740	199,160	32,580	16.4%	239,000
Expenses								
Administration								
P/R-Board of Supervisors	217	135	(82)	1,261	1,350	89	6.6%	1,616
Payroll-Project Manager	251	833	582	3,172	8,330	5,158	61.9%	10,000
ProfServ-Engineering	-	443	443	-	4,430	4,430	100.0%	5,320
ProfServ-Legal Services	-	208	208	-	2,083	2,083	100.0%	2,500
ProfServ-Mgmt Consulting	207	207	-	2,074	2,074	(0)	0.0%	2,489
Auditing Services	794	-	(794)	794	794	-	0.0%	794
Postage and Freight	-	15	15	46	150	104	69.4%	180
Insurance	465	-	(465)	5,444	5,885	441	7.5%	5,885
Printing and Binding	-	17	17	21	170	149	87.8%	200
Legal Advertising	-	24	24	186	240	54	22.6%	285
Miscellaneous Services	-	46	46	-	460	460	100.0%	557
Office Supplies	-	5	5	9	50	41	82.0%	60
Total Administration	1,935	1,934	(1)	13,007	26,017	13,009	50.0%	29,886
Utility Services								
ProfServ-Utility Billing	432	525	93	4,957	5,250	293	5.6%	6,300
Electricity - General	3,568	3,333	(234)	31,264	33,333	2,069	6.2%	40,000
Contracts-Other Services	1,885	1,870	(15)	18,908	18,700	(208)	-1.1%	22,440
Utility - Water-Usage	8,279	3,417	(4,862)	39,375	34,170	(5,205)	-15.2%	41,000
Utility-CCU Admin Fee	5	6	1	33	60	27	44.7%	75
R&M-General	-	4,167	4,167	18,973	41,670	22,697	54.5%	50,000
Misc-Contingency	-	714	714	375	7,138	6,762	94.7%	8,565
Total Utility Services	14,169	14,032	(136)	113,885	140,321	26,436	18.8%	168,380
Total Expenses	16,104	15,966	(138)	126,892	166,337	39,445	23.7%	198,266

Riverwood Community Development District

Financial Statements

Enterprise Fund - Irrigation Services

Statement of Revenues, Expenses and Changes in Net Position

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance	
Transfers Out								
Reserves - Irrigation System	3,395	3,395	-	33,945	33,945	-	0.0%	40,734
Total Transfers Out	3,395	3,395	-	33,945	33,945	-	0.0%	40,734
Total Expenses & Transfers	19,498	19,360	(138)	160,837	200,282	39,445	19.7%	239,000
Net Profit (Loss)	<u>\$ 4,577</u>	<u>\$ 556</u>	<u>\$ 4,021</u>	<u>\$ 70,903</u>	<u>\$ (1,122)</u>	<u>\$ 72,025</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 July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget	
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance		
Revenue / Other Sources									
Transfer In - Water Services	\$ 4,277	\$ 4,277	\$ -	\$ 42,772	\$ 42,772	\$ 0	0.0%	\$ 51,326	
Transfer In - Sewer Services	19,188	19,188	-	191,875	191,875	-	0.0%	230,250	
Transfer In - Irrigation Services	3,395	3,395	-	33,945	33,945	-	0.0%	40,734	
Interest - Investments	10,911	4,167	6,744	113,365	41,670	71,695	172.1%	50,000	
Total Revenue / Other Sources	37,770	31,026	6,744	381,957	310,262	71,695	23.1%	372,310	
Expenses									
Sewer Services									
Capital Projects	-	-	-	284,071	-	(284,071)	n/a	-	
Reserve - Sewer System	-	20,500	20,500	-	205,000	205,000	100.0%	246,000	
Total Sewer Services	-	20,500	20,500	284,071	205,000	(79,071)	-38.6%	246,000	
Total Expenses	-	20,500	20,500	284,071	205,000	(79,071)	-38.6%	246,000	
Net Profit (Loss)	\$ 37,770	\$ 10,526	\$ 27,244	97,886	105,262	(7,375)		126,310	
Net Position as of Oct 01, 2024				2,893,343	2,893,343	-		2,893,343	
Net Position as of Jul 31, 2025				\$ 2,991,229	\$ 2,998,605	\$ (7,375)		\$ 3,019,653	

Reserve Balances

Reserve Name	Beg Bal.	Additions	Interest	Expenses	Ending Bal.
Water Services Reserve	\$378,925	\$42,772	\$15,612	\$0	\$437,309
Sewer Services Reserve	\$1,801,679	\$191,875	\$69,318	\$284,071	\$1,778,801
Irrigation Services Reserve	\$461,628	\$33,945	\$18,656	\$0	\$514,229
Underground Infrastructure Reserve	\$251,111	\$0	\$9,779	\$0	\$260,890
Total	\$2,893,343	\$268,592	\$113,365	\$284,071	\$2,991,229

Riverwood Community Development District

Financial Statements

Shared Services

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending July 31, 2025

(83.33% Yr Complete)

Description	Current Month			Year-to-Date				Adopted Budget	
	Actual	Budget	Variance Fav (Unfav)	Actual	Budget	Variance Fav (Unfav)	% Variance		
ALLOCATIONS									
Total Payroll - Board	\$ 2,153	\$ 1,335	\$ (818)	\$ 12,486	\$ 13,350	\$ 864	6.5%	\$ 16,000	
Allocated to GF (Activity Ctr)	(269)	(167)	102	(1,561)	(1,670)	(109)	6.5%	(2,000)	
Allocated to Water	(369)	(229)	140	(2,142)	(2,290)	(148)	6.5%	(2,745)	
Allocated to Sewer	(934)	(579)	355	(5,418)	(5,790)	(372)	6.4%	(6,943)	
Allocated to Irrigation	(217)	(135)	82	(1,261)	(1,350)	(89)	6.6%	(1,616)	
Balance in General Fund (Admin)	363	225	(138)	2,104	2,250	146	6.5%	2,696	
Total Payroll - Salaries	\$ 60,206	\$ 49,088	\$ (11,118)	\$ 447,547	\$ 490,883	\$ 43,335	8.8%	\$ 589,063	
Allocated to GF (Activity Ctr Salaries)	(377)	(1,888)	(1,511)	(6,342)	(18,880)	(12,538)	66.4%	(22,656)	
Allocated to GF (Activity Ctr Maint.)	(2,584)	(3,085)	(501)	(19,634)	(30,853)	(11,218)	36.4%	(37,023)	
Allocated to GF (Landscaping)	(126)	(1,333)	(1,208)	(3,728)	(13,333)	(9,606)	72.0%	(16,000)	
Allocated to GF (Gatehouse)	(42,541)	(26,712)	15,829	(284,610)	(267,122)	17,489	-6.5%	(320,546)	
Allocated J. Mercer to Water	(1,255)	(2,083)	(828)	(11,572)	(20,833)	(9,261)	44.5%	(25,000)	
Allocated J. Mercer to Sewer	(1,632)	(2,833)	(1,202)	(15,225)	(28,333)	(13,109)	46.3%	(34,000)	
Allocated J. Mercer to Irrigation	(251)	(833)	(582)	(3,172)	(8,330)	(5,158)	61.9%	(10,000)	
Allocated to Beach Club- Attendants	(10,682)	(7,842)	2,840	(92,279)	(78,419)	13,860	-17.7%	(94,103)	
Balance in General Fund (Admin)	760	2,478	1,718	10,986	24,779	13,794	55.7%	29,735	
Total Inframark Contract	10,368	10,368	-	103,683	103,683	-	0.0%	124,419	
Allocated to Beach Club	(455)	(455)	-	(4,553)	(4,553)	-	0.0%	(5,464)	
Allocated to Water	(484)	(484)	-	(4,840)	(4,840)	-	0.0%	(5,808)	
Allocated to Sewer	(2,110)	(2,110)	-	(21,103)	(21,103)	(0)	0.0%	(25,324)	
Allocated to Irrigation	(207)	(207)	-	(2,074)	(2,074)	0	0.0%	(2,489)	
Balance in General Fund (Admin)	7,111	7,111	-	71,112	71,112	-	0.0%	85,334	
Total Insurance Expense	15,505	-	(15,505)	181,474	196,172	14,698	7.5%	196,172	
Allocated to GF (Activity Ctr)	(4,186)	-	4,186	(48,999)	(52,967)	(3,969)	7.5%	(52,967)	
Allocated to Beach Club	(2,171)	-	2,171	(25,406)	(27,464)	(2,058)	7.5%	(27,464)	
Allocated to Water	(930)	-	930	(10,888)	(11,770)	(882)	7.5%	(11,770)	
Allocated to Sewer	(5,582)	-	5,582	(65,331)	(70,622)	(5,291)	7.5%	(70,622)	
Allocated to Irrigation	(465)	-	465	(5,444)	(5,885)	(441)	7.5%	(5,885)	
Balance in General Fund (Admin)	2,171	-	(2,171)	25,406	27,464	2,058	7.5%	27,464	

Riverwood
Community Development District

Non-Ad Valorem Special Assessments
(Charlotte County Tax Collector - Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2025

General Fund					Debt Service Fund 2018				
		Discount /	Collection	Gross			Discount /	Collection	Gross
Date Received	Net Amount Received	(Penalties) Amount	Costs	Amount Received	Net Amount Received	(Penalties) Amount	Costs	Amount Received	
Assessments Levied				\$2,149,562	Assessments Levied				\$ 698,412
Allocation %				100%	Allocation %				100%
11/07/24	\$ 35,102	\$ 1,463	\$ 716	\$ 37,281	\$ 11,911	\$ 496	\$ 243	\$ 12,651	
11/14/24	\$ 25,750	\$ 1,073	\$ 526	\$ 27,348	\$ 8,738	\$ 364	\$ 178	\$ 9,280	
11/21/24	\$ 24,319	\$ 1,013	\$ 496	\$ 25,829	\$ 8,252	\$ 344	\$ 168	\$ 8,765	
11/27/24	\$ 101,569	\$ 4,232	\$ 2,073	\$ 107,874	\$ 34,466	\$ 1,436	\$ 703	\$ 36,605	
12/05/24	\$ 241,764	\$ 10,073	\$ 4,934	\$ 256,771	\$ 82,038	\$ 3,418	\$ 1,674	\$ 87,131	
12/12/24	\$ 304,708	\$ 12,696	\$ 6,219	\$ 323,623	\$ 103,397	\$ 4,308	\$ 2,110	\$ 109,816	
12/19/24	\$ 660,916	\$ 27,538	\$ 13,488	\$ 701,943	\$ 224,270	\$ 9,345	\$ 4,577	\$ 238,192	
01/09/25	\$ 266,754	\$ 8,250	\$ 5,444	\$ 280,448	\$ 90,518	\$ 2,800	\$ 1,847	\$ 95,165	
02/06/25	\$ 84,477	\$ 1,724	\$ 1,724	\$ 87,925	\$ 28,666	\$ 585	\$ 585	\$ 29,836	
03/07/25	\$ 164,706	\$ 1,664	\$ 3,361	\$ 169,731	\$ 25,808	\$ 261	\$ 527	\$ 26,595	
04/10/25	\$ 49,160	\$ -	\$ 1,003	\$ 50,164	\$ 16,682	\$ -	\$ 340	\$ 17,022	
04/24/25	\$ 40,243	\$ -	\$ 821	\$ 41,065	\$ 13,656	\$ -	\$ 279	\$ 13,935	
05/08/25	\$ 19,029	\$ -	\$ 388	\$ 19,417	\$ 6,457	\$ -	\$ 132	\$ 6,589	
06/06/25	\$ 3,070	\$ -	\$ 63	\$ 3,132	\$ 1,042	\$ -	\$ 21	\$ 1,063	
07/10/25	\$ 12,668	\$ -	\$ 259	\$ 12,926	\$ 4,299	\$ -	\$ 88	\$ 4,386	
adj	\$ -	\$ 4,085	\$ -	\$ 4,085	\$ -	\$ 1,382	\$ -	\$ 1,382	
TOTAL	\$ 2,034,236	\$ 73,812	\$ 41,515	\$ 2,149,563	\$ 660,200	\$ 24,739	\$ 13,473	\$ 698,412	
% COLLECTED				100%					100%
TOTAL OUTSTANDING				\$ (0)					\$ (0)

Riverwood
Community Development District

Cash and Investment Report
July 31, 2025

<u>Fund</u>	<u>Account</u>	<u>Prior Month Balance</u>	<u>Current Balance</u>	<u>Interest Rate</u>	<u>Financial Institution</u>	<u>Description</u>
206	#6003 2018 Reserve	\$131,302	\$131,302	3.92%	US Bank	First American Govt. Obligation Fund
206	#6000 2018 Revenue	\$418,417	\$424,482	3.92%	US Bank	First American Govt. Obligation Fund
206	#6002 2018 Sinking	\$0	\$0	3.92%	US Bank	First American Govt. Obligation Fund
Total Fund 206		\$549,719	\$555,784			
800	#9701 Pooled Cash Checking	\$3,490,944	\$3,206,411	4.33%	Valley	Checking
800	#9952 General Fund MMA	\$2,817,002	\$2,826,570	4.06%	Bank United	Money Market Account
800	#2203 Water & Sewer MMA	\$1,304,233	\$1,308,663	4.06%	Bank United	Money Market Account
Total Fund 800		\$7,612,179	\$7,341,643			

6Ci.



Denise Patrick <deniseriverwoodcdd@gmail.com>

TEM quotes attached

Douglas Colwell <dcolwell@riverwoodcdd.org>

Tue, Jul 29, 2025 at 8:55
PM

To: Denise Patrick <deniseriverwoodcdd@gmail.com>

Cc: Ronald Lesinski <riverwoodsec@gmail.com>

Denise

Please process these for Ron.

They have been all approved by me.

Thank you

Best Regards,

Douglas

Douglas A Colwell

RCDD Supervisor

Riverwood Community Development District (CDD)

dcolwell@riverwoodcdd.org

517-974-2883

From: Douglas Colwell
Sent: Tuesday, July 29, 2025 12:57 PM
To: Dr. Cam McKee <cmckee@riverwoodcdd.org>
Subject: FW: TEM quotes attached

Cam

Should you be the one to sign these documents?

Best Regards,

Douglas

Douglas A Colwell

RCDD Supervisor

Riverwood Community Development District (CDD)

dcolwell@riverwoodcdd.org

517-974-2883

From: Ronald Lesinski <riverwoodsec@gmail.com>
Sent: Tuesday, July 29, 2025 12:35 PM
To: Douglas Colwell <dcolwell@riverwoodcdd.org>; Dr. Cam McKee <cmckee@riverwoodcdd.org>
Cc: Ronald Lesinski <riverwoodsec@gmail.com>
Subject: TEM quotes attached

Good afternoon Douglas & Cam, attached are the quotes which are:

\$6,197.11 for the new boxes and boards for all our gates including pool and campus which replaces the non manufactured V2000 boards.

\$2,967.12 cost to get Willow Bend exit a Resident only gate, and making all Guests, vendors, and friend use the front gates only to enter and exit.

The 3rd invoice should be the bill for TEM fees from our normal package we always pay, that has been delayed in paying. Justin said it was good to pay, I believe it is \$4,180 for this invoice.

Thank you!

RON LESINSKI


RCDD SUPERVISOR OF SECURITY/ACCESS CONTROL


1-844-722-3235 call in module

941-764-6822 office

riverwoodsec@gmail.com

The entire content of this email message is confidential. This also applies to any files attached to it. This email is intended for an individual or entity to whom they are addressed. In case you are not the addressee of this email, and you have received it in error, immediately contact the system manager. The information in this email is very sensitive, and is intended for the specific addressee. The email should not be disseminated, distributed or copied. If you have received this email and it was not you, make sure to immediately notify the sender by email and afterwards delete this email from your system. Disclosing, copying, distributing, or taking any action in reliance to the email content is strictly prohibited. Consider yourself notified.

 **GATEHOUSE TEM Invoice # 19025.pdf**
450K

 **TEM Gatehouse AWID reader install.pdf**
536K

 **Gatehouse Solutions agreement.pdf**
3005K

Seventh Order of Business

7A

Riverwood Community Development District

Inframark, Community Management Services

11555 Heron Bay Boulevard, Suite 201, Coral Springs, Florida 33076

Telephone: (954) 603-0033

The Evaluation Committee will first evaluate and rank responsive proposals on the criteria listed below. The criteria are itemized with their respective weights for a maximum total of 100 points. A firm may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation Committee.

Responses shall be evaluated based upon the following criteria and weight: Qualifications/Experience of the: <input type="checkbox"/> Firm <input type="checkbox"/> Individuals and Sub-Consultants Assigned to Project <input type="checkbox"/> Project Manager	30	
References: <input type="checkbox"/> Recent Experience in Similar Work <input type="checkbox"/> Verification and Reference Responses	20	
Technical: <input type="checkbox"/> Proposed Approach and Methodology <input type="checkbox"/> Understanding of the Scope of Work <input type="checkbox"/> Management Capabilities	30	
Location Considerations: <input type="checkbox"/> Location of Office in Relation to the District	10	
Presentation: <input type="checkbox"/> Submittal Quality of Document/Oral Presentation	10	
Grand Total:		

7Bi.

Statement of Qualifications

Request for Qualifications
for Engineering Services for

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

Agenda Page 99
Barraco
and Associates, Inc.

Presented to:
Riverwood CDD
c/o District Manager
Inframark Community Management Services
11555 Heron Bay Boulevard, Suite 201
Coral Springs, Florida 33076



Due: May 1, 2025
at 3:00 p.m.

Table of Contents

<u>DESCRIPTION</u>	<u>PAGE</u>
Letter of Interest	
Statement of Qualifications	1
Resumes	5
Licenses	11
SF 330	
Required Forms/Affidavits	

index

May 1, 2025

Riverwood Community Development District
c/o Mr. Justin Faircloth
District Manager
Inframark Community Management Services
11555 Heron Bay Boulevard, Suite 201
Coral Springs, Florida 33076

Re: Request for Qualifications for Professional Engineering Services
Riverwood Community Development District

Dear Mr. Faircloth:

Barraco and Associates, Inc. (BAI) is pleased to submit this Statement of Qualifications to the Riverwood Community Development District (CDD) to serve as District Engineer.

BAI proposes Carl A. Barraco, Sr., P.E., to serve as District Engineer, with assistance from Carl Barraco, Jr., P.E., Frank Savage, and Douglas Tarn. Mr. Barraco, Sr.'s experience with CDDs is diversified, including serving as CDD Supervisor for two independent Districts in Lee County for a combined tenure of eight years, assisting with the establishment of 27 CDDs, and serving as District Engineer for 27 Districts over the years. The Firm currently serves as District Engineer for 21 CDDs. This experience provides a thorough knowledge of CDDs including their operating procedures and budgets. Mr. Savage and Mr. Tarn assist Mr. Barraco with a number of the Firm's current CDD responsibilities including meeting attendance, project management, field operations and construction services. Many CDDs do not have daily engineering issues; therefore, in order to preserve the CDD budget, BAI confirms with the respective CDD Manager whether the District Engineer's presence is needed or requested for each scheduled CDD BOS meeting.

Barraco and Associates appreciates this opportunity to provide the Firm's qualifications for District Engineer for the Riverwood Community Development District and we look forward to the opportunity to provide professional services to the Riverwood CDD.

If you should have any questions or require additional information, please advise.

Very truly yours,
BARRACO AND ASSOCIATES, INC.



Carl A. Barraco, P.E.
President
Proposed District Engineer

Very truly yours,
BARRACO AND ASSOCIATES, INC.



Frank Savage
Proposed CDD Project Manager

CAB/cmh
Enclosure

Qualifications

Barraco and Associates, Inc. (BAI) was established in 1998; however, the firm's senior principals have worked together for 40 years in Southwest Florida. This history of shared work experience provided the solid foundation on which to build the firm and quickly established BAI as a regional leader of professional consulting firms in Southwest Florida.

BAI is headquartered in Fort Myers, blocks from the Lee County Government and Public Works offices as well as the City of Fort Myers City Hall and other federal, state and local review agencies including the South Florida Water Management District, Florida Department of Environmental Protection, Florida Department of Transportation, and U.S. Army Corps of Engineers. Our proximity, coupled with interaction on numerous projects over the years, has secured a working knowledge and skillful aptitude of the criteria, processes, policies and procedures utilized for planning, permitting, designing and construction of projects in Southwest Florida. This experience has afforded BAI valuable insights to the various public information approaches along with a history of precedents, agency staff and working relationships among the involved entities. Project management is not an exact science and this experience is critical to implementing a timely project process.



The diversity of Barraco and Associates' expertise is illustrated in the following abbreviated list of professional consulting services provided by BAI staff.

ENGINEERING SERVICES

- ✦ Community Development Districts - District Engineer Duties
- ✦ Engineering Cost Analysis
- ✦ Traffic Impact Statements
- ✦ Utility Design



- ✦ Stormwater Management
- ✦ Roadway Design
- ✦ Permitting
- ✦ Utility Coordination
- ✦ Emergency Preparedness Plans
- ✦ Signing and Marking Design
- ✦ Access Management
- ✦ Project Management
- ✦ Intersection Design
- ✦ Maintenance of Traffic Plans
- ✦ Expert Witness
- ✦ Design Alternatives
- ✦ Construction Plan Preparation
- ✦ Technical Specifications

ability/adequacy

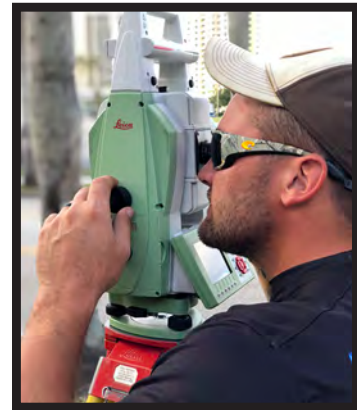
CONSTRUCTION ADMINISTRATION SERVICES

- ✦ Construction Engineering and Inspection (CEI)
- ✦ Assistance with Contractor Selection
- ✦ Design and Constructability Reviews
- ✦ Observation Activities
- ✦ Obtain Record Information
- ✦ Shop Drawing Reviews
- ✦ Contractor Pay Request Review
- ✦ Testing Materials & Result Review
- ✦ Pre-Construction Meeting
- ✦ Public Information Facilitation
- ✦ Public Involvement Workshops



SURVEYING & MAPPING

- ✦ Boundary and Control Surveys
- ✦ Sketches and Legal Descriptions
- ✦ Topographic Surveys
- ✦ Subdivision Platting
- ✦ Construction Stakeout
- ✦ GPS Services
- ✦ Deed Research
- ✦ Mortgage Inspections
- ✦ Right-of-Way Surveys
- ✦ Jurisdictional Surveys



PLANNING



- ✦ Planned Development Rezoning
- ✦ Special Exceptions and Variances
- ✦ Community Planning
- ✦ Developments of Regional Impact (DRI)
- ✦ Due Diligence/Feasibility Study
- ✦ Comprehensive Plan Amendments
- ✦ Conflict Resolution
- ✦ Public Involvement & Facilitation
- ✦ Design Guidelines
- ✦ Zoning
- ✦ Master Concept Plans

Proposed Personnel

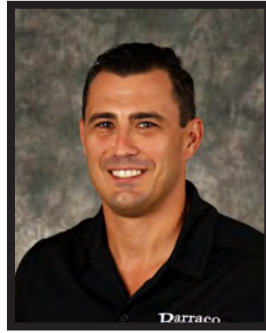
BAI currently employs 58 staff members. Key management members of Barraco and Associates include Carl A. Barraco, P.E. - President, Carl Barraco, Jr., P.E. - Vice President, Wes Kayne, P.E. - Vice President of Engineering, Scott Wheeler, P.S.M. - Vice President of Surveying, Vincent Barraco, Jr., P.E. - Vice President/BAI North, Douglas Tarn - Construction Engineering Manager, and Vincent Cautero, AICP - Vice President of Land Planning.

For the Riverwood Community Development District, BAI proposes Carl A. Barraco, Sr., P.E., as District Engineer, with Carl Barraco, Jr., P.E., proposed as Assistant District

Engineer, Frank Savage as CDD Project Manager, and Douglas Tarn as Construction Services Manager. Regular District meeting attendance will be handled by Mr. Barraco, Sr. or Mr. Savage, with Mr. Barraco, Jr., P.E., providing personnel backup for CDD meetings, and Mr. Tarn will handle construction services requests.



Carl A. Barraco, Sr., P.E.
District Engineer



Carl Barraco, Jr., P.E.
Assistant District Engineer



Frank Savage
CDD Project Manager



Douglas Tarn
Construction Services

Resumes for Messrs. Barraco, Savage, and Tarn, as well as additional BAI team members whose services may be utilized, are provided on pages 5 through 10, with licensing and certifications provided on pages 11 through 14.

Past Experience and Performance for Typical CDD Projects

As further detailed in the GSA SF 330 forms provided within this submittal, BAI has provided services to establish 27 Community Development Districts; performed District Engineer services for a total of 27 CDDs over the years; and is currently the District Engineer for 21 CDDs. In conclusion, our three references include a CDD Manager, a CDD Attorney, and a long term client who has significant experience with CDDs.

References

BAI is pleased to provide the following references for past CDD District Engineer services.

Mr. Chesley “Chuck” E. Adams, Jr.

(District Manager)
Director of Operations
Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135
239.464.7114
adamsc@whhassociates.com

Mr. Greg Urbancic

(District Counsel)
Coleman Yovanovich & Koester, P.A.
4001 Tamiami Trail North
Suite 300
Naples, FL 34103
239.435.3535
gurbancic@cyklawfirm.com

Mr. Graydon (Grady) E. Miars

(Client)
President
GreenPointe Communities, LLC
7807 Baymeadows Road, E.
Suite 205
Jacksonville, FL 32256
904-996-2485
gmiars@greenpointellc.com

qualifications

Approach to Providing Engineering Services to CDDs

BAI's approach to providing engineering services to CDDs is rooted in our extensive experience and understanding of the myriad, evolving responsibilities of a CDD throughout its ongoing life cycle. Prioritizing timely, well-informed and transparent communication, with a focus on educating and advising the CDD as to its obligations and responsibilities, particularly as the CDD Board of Supervisors shifts from developer to residential control, is paramount to being a successful District Engineer. BAI also emphasizes relationship building, and takes pride in maintaining strong, collegial relationships with many of the leading management and counsel entities in this area. Additionally, BAI understands CDDs vary greatly when it comes to size and budget, and we aim to help identify and navigate issues which may put a strain on the budgetary considerations of a CDD through assistance in establishing systems and processes for identification and prioritization of issues which may reasonably come before the CDD.

MBE Status

BAI is not a certified MBE firm; however, the firm utilizes MBE subconsultants when additional consultant assistance may be required and certified MBE consultants who provide specific required services are available.

Willingness to Meet Time/Budget Requirements

With 27 years of experience, BAI takes great pride in the firm's track record of providing timely and efficient professional services to its clients. If a situation arises wherein additional in-house staff assistance is needed to meet a deadline or maintain a project schedule, BAI has the staffing available to reallocate resources to ensure project schedules and budgets are maintained throughout the duration of the project. BAI staff members understand one of the most significant measures of the success of a project is whether or not the project budget and schedule are maintained.

Geographic Location of Headquarters & Local Offices

BAI headquarters is located on historic McGregor Boulevard in Fort Myers. The office is physically located at:

2271 McGregor Boulevard, Suite 100
Fort Myers, Florida 33901

The BAI office is 37 miles from the Riverwood development.

Current and Projected Workloads

Please refer to the Current and Projected Workload Chart provided on page 15 of this response.

Volume of Work Previously Awarded by CDD

The firm has not provided any services to the Riverwood CDD.

Licenses

Copies of the Firm's licenses and individual professional licenses are provided on pages 11 through 14.

Barraco

and Associates, Inc.

CARL A. BARRACO, P.E. PRESIDENT District Engineer

EDUCATION

University of South Florida
B.S. Civil Engineering, 1984
M.S. Civil Engineering, 1987

PROFESSIONAL REGISTRATION

Florida P.E. #38536 - 1987

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
Florida Engineering Society
National Society of Professional Engineers

HONORS

2015-16
Florida Engineering Society
Calusa Chapter
Engineer of the Year

1998
Asphalt Contractors Assn. of
Florida, Inc. - District One
Roads and Streets Award

1993-94
Florida Engineering Society
Calusa Chapter
Young Engineer of the Year

1983
American Society of Civil Engineers
- Student Engineer of the Year

Tau Beta Pi National Engineering
Honor Society

Chi Epsilon National Civil
Engineering Honor Society

Phi Kappa Phi National Honor
Society

Carl A. Barraco, along with his associates, formed Barraco and Associates, Inc., in April 1998. Prior to this time he was a senior shareholder and served on the Board of Directors of a large Southwest Florida engineering and surveying firm.

Mr. Barraco has been providing engineering services in Southwest Florida for 41 years. His professional experience is well diversified as illustrated below:

◆ Current CDD clients:

Bayside/Bay Creek	Orange Blossom Ranch
Blue Lake	Paseo
Catalina at Winkler Preserve	River Hall
Coral Creek	Saltleaf
Corkscrew Farms	Stonewater
Del Webb Oak Creek	Tuckers Pointe
Kingston One	V-Dana
Lucaya	Victory Park
Mirada	Waterford Landing
Moody River Estates	WildBlue
Orange Blossom Groves	

◆ Principal in Charge for **U.S. 41 Transmission Line Improvements (Alico Road to Colonial Boulevard, Phases 1A-1, 2A-West and 2A-East)** project for Lee County Utilities consisted of replacing existing forcemain and watermain from south of Old Gladiolus Drive to north of Crystal Drive in Fort Myers. To alleviate impacts to traffic, BAI successfully designed and coordinated the construction of watermain and forcemain directional bores beneath U.S. 41 and many side roads. To minimize construction costs and maintain an effective design, BAI coordinated with FDOT for simultaneous installation of the new 8-foot sidewalk being constructed within U.S. 41 right-of-way.

◆ **Orange Blossom Ranch/Orange Blossom Groves** - Engineer of Record for a ±1,600-unit residential development including 258 townhomes and 1,342 single family units located off Oil Well Road in Collier County.

◆ **Isles of Collier Preserve**, Phases 1-10 - Principal in Charge for the ±700 unit residential subdivision with associated Preview Center and Amenity Center located in Collier County, Florida.

◆ Project Engineer for **Paseo**, a 444-acre, 1,149 unit residential subdivision located in Fort Myers, Florida. Services included providing for infrastructure including all drainage, water and sewer design.

◆ Project Engineer for full infrastructure to support the **River Hall** subdivision, a 2,000-acre, 1,199-unit residential subdivision, located off S.R. 80 in Lee County. Included infrastructure design and construction of over 20 miles of multiple diameter watermains, 18 miles of gravity sewer, 8.5 miles of forcemain including a Lee County Utilities 4,500 LF forcemain within SR 80 ROW.

◆ Project Engineer/Manager for **Somerset at the Plantation**, a 1,269-acre, 530-unit subdivision located in Fort Myers, Florida. Services included providing for infrastructure including all drainage, water and sewer design, permitting and certifications.



CARL BARRACO, JR., P.E.

VICE PRESIDENT

Assistant District Engineer

EDUCATION

University of Florida
M.S. - Civil Engineering, 2013

University of Florida
M.S. - Real Estate, 2009

University of South Florida
B.S. - Civil Engineering, 2007

PROFESSIONAL CERTIFICATIONS

Florida P.E. #81259 - 2016

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Florida Engineering Society

Lee Building Industry Association
Board of Directors

Carl A. Barraco, Jr., P.E. rejoined Barraco and Associates in his current capacity as a Professional Engineer/Project Manager in November 2013. Mr. Barraco has worked intermittently for the firm since 2005 in the fields of engineering and surveying while obtaining his undergraduate and post graduate degrees.

Mr. Barraco has approximately 18 years of experience in the civil engineering/land development industry. His experience includes serving as Project Manager and Professional Engineer on projects ranging from small commercial projects to residential projects spanning hundreds of acres. Mr. Barraco's responsibilities include engineering design, project management and the procurement of new clients and projects for the firm.

Projects for which Mr. Barraco has been responsible for project management and/or engineering design include:

- ❖ **Stonewater:** The project consists of 327 single family units with supporting infrastructure. Mr. Barraco is the project manager for this project overseeing coordination for the project design, coordination with the Client as well as municipalities and regulatory agencies. The Stonewater project required a substantial amount of coordination with the City of Cape Coral utility staff to ensure the Stonewater design was completed in sync with the City of Cape Coal Utility Expansion North 2 (UEP2) project.
- ❖ **Sandoval Apartments (Coralina):** The project consists of 184 apartment units and supporting infrastructure situated on ± 10.84 acres. Mr. Barraco is Engineer of Record for this project as well as project manager. The Sandoval project included coordination with other local firms to ensure the design of the utility and roadway infrastructure was consistent with the utility and roadway infrastructure designed for the expansion of Sandoval Parkway.
- ❖ **Westbrook:** The Westbrook project consists of 345 single family units, amenity center and supporting infrastructure situated on ± 105 acres. Mr. Barraco is the project manager for this project overseeing coordination for the project design, coordination with the Client as well as municipalities and regulatory agencies. Westbrook required extensive coordination with Lee County Department of Transportation to complete the redesign and construction of the turn lanes on Three Oaks Parkway and on Winged Foot Drive.

EDUCATION

Florida Gulf Coast University
M.S., Applied Mathematics, 2018

University of Florida
B.A., Mathematics, 2003

Frank Savage entered the civil engineering discipline in March 2006 when he joined Barraco and Associates, Inc. as an Assistant Project Manager, where he was employed until June 2012, before re-entering the field in August 2023, giving Mr. Savage over seven years of experience in the field of engineering.

Mr. Savage represents the District Engineer for various Community Development Districts (CDDs), where he works in conjunction with the District Manager, District Counsel, and District Board of Supervisors to provide professional services, recommendations and guidance related to District-owned and operated facilities. Mr. Savage has represented, or currently represents, the District Engineer for the following CDDs:

- | | |
|--------------------------------|-------------------------|
| ✦ Bayside/Bay Creek | ✦ Orange Blossom Groves |
| ✦ Blue Lake | ✦ Orange Blossom Ranch |
| ✦ Catalina at Winkler Preserve | ✦ Paseo |
| ✦ Coral Creek | ✦ River Hall |
| ✦ Corkscrew Farms | ✦ Saltleaf |
| ✦ Del Webb Oak Creek | ✦ Treeline Preserve |
| ✦ Kingston | ✦ Tuckers Pointe |
| ✦ Lucaya | ✦ V-Dana |
| ✦ Mirada | ✦ WildBlue |
| ✦ Moody River Estates | ✦ Victory Park |

Mr. Savage has concentrated his efforts on overseeing the design, permitting, construction and certification of utilities and water management systems for commercial and residential developments. His experience includes, but is not limited to, the following residential, commercial, and governmental projects on which he performed the duties of Lead Project Manager:

- ✦ Hendry/LaBelle Sports Complex: Responsible for SFWMD, FDEP and City of LaBelle permitting and certification; observation and coordination of construction activities; utility turnover to City of LaBelle Utilities.
- ✦ Curcione Medical Center: Responsible for Lee County, FGUA, ECWCD, HRS and FDEP permitting and certification; observation and coordination of construction activities; utility turnover to FGUA.
- ✦ Avalon Preserve: Responsible for Lee County, SFWMD, HRS and FDEP permitting and certification; utility turnover to Lee County Utilities.
- ✦ FDEP and HRS permitting and certification; utility turnover to Gateway Services District.

Mr. Savage brings extensive experience from other fields, including education, data analytics, and personal insurance and finance, which provides him with unique insights and perspectives to troubleshoot issues as they arise with projects he manages.

EDUCATION

Santa Fe College
A.A.S. Building Construction
Technology (emphasis on
Construction Mgmt.), 2007

PROFESSIONAL CERTIFICATIONS

FDOT - Temporary Traffic Control
Advanced (expires 6/2023)

FDOT - Final Estimates (expires
7/31/2020)

FDOT - Earthwork Construction
Inspection (exp. 7/31/2020)

FDOT - Asphalt Paving Technician,
Level 1 (exp. 12/19)

FDOT - MSE Wall, 2016

FDEP Stormwater Management
Inspector, 2008

SFWMD Dewatering 101

USDOT - Nuclear Gauge HAZMAT

MILITARY SERVICE

Florida Army National Guard
Air Defense Artillery - 14S
2002-2005, Honorably Discharged

Douglas Tarn joined the construction administration team at Barraco and Associates, Inc. in May 2007. **Mr. Tarn has provided project management and construction observation services for over 16 years** on projects since joining the firm, including the following:

✦ **Orange Grove Boulevard-Hancock Bridge Parkway to Pondella Road**, Lee County – This Lee County Utilities project consisted of replacing 10” water main on the east side of Orange Grove Boulevard from just south of Hancock Bridge Parkway to Pondella Road. The project included replacing existing storm drainage as well as installing new storm drainage to make improvements within the right-of-way. Over one mile of sidewalk was removed and replaced. Additional work included roadway and driveway repairs where new water main was installed. Mr. Tarn served as project manager.

✦ **The U.S. 41 Transmission Line Improvements (Alico Road to Colonial Boulevard, Phases 1A-1, 2A-West and 2A-East)** project for Lee County Utilities (LCU) consisted of replacing existing forcemain and watermain from south of Old Gladiolus Drive to north of Crystal Drive in Fort Myers. In order to alleviate impacts to traffic, BAI successfully designed and coordinated the construction of watermain and forcemain directional bores beneath U.S. 41 and many side roads. To minimize construction costs and maintain an effective design, BAI coordinated with FDOT for the simultaneous installation of the new 8-foot sidewalk being constructed within the U.S. 41 right-of-way. Mr. Tarn assisted with construction observations and project management for this LCU project.

✦ BAI performed **CEI and GIS services for State Road 739** (total length of 1.336 miles) for the City of Fort Myers. Most notable service provided was maintaining water and sewer service for residences and businesses during construction along the corridor. GIS services included providing as-built information after utilities were installed. Mr. Tarn served as the Senior Utility Inspector and Project Manager.

✦ For the **City of Fort Myers’ Metro Parkway Utilities Relocation** project from Dr. Martin Luther King, Jr. Boulevard to Hanson Street on Evans Avenue and Fowler Street to Industrial Street on Hanson Street, Mr. Tarn witnessed and inspected the removal and installation of force main, gravity sewer, and water main. Other responsibilities included maintaining daily construction reports and client and contractor interface. This project was completed in 2008, ahead of schedule and under budget, and was constructed under a JPA between the City of Fort Myers and the FDOT.

Barraco

and Associates, Inc.

SCOTT WHEELER, P.S.M. VICE PRESIDENT OF SURVEYING Project Surveyor

EDUCATION

Cypress Lake High School 1981

PROFESSIONAL REGISTRATION

**Professional Surveyor & Mapper
LS5949 - Florida, 1999**

PROFESSIONAL AFFILIATIONS

**National Society of Professional
Surveyors & Mappers**

**American Congress of Surveying
& Mapping**

**Florida Surveying & Mapping
Society**

Certified Survey Technician III

Scott Wheeler joined the surveying profession immediately after graduation from high school in 1981 and began working on a survey crew as a rodman, working his way up to instrumentman and party chief. In 1987, he was transferred to an office position as a survey technician. In 1991, Mr. Wheeler became a Certified Survey Technician through the American Congress of Surveying and Mapping. In 1999, Mr. Wheeler became a licensed Surveyor and Mapper in the State of Florida. **Mr. Wheeler brings 43 years of surveying experience** to the team.

Mr. Wheeler joined Barraco and Associates in 1999 as Vice President of Surveying. In this capacity Mr. Wheeler was responsible for the organization and implementation of a new department and the addition of professional services offered by BAI. Mr. Wheeler oversaw the hiring of survey personnel and the acquisition of necessary equipment to outfit survey field crews. Mr. Wheeler's responsibilities include reviewing new projects to determine requirements, available resources and scheduling constraints; setting overall guidelines for work completion; as well as executing effective methods to monitor project progress and efficiency. Since starting the department for Barraco and Associates, surveying has become an integral component of the services provided to the company's clients and currently provides personnel for three field crews.

Mr. Wheeler has provided technical support on a number of right-of-way plans for the Florida Department of Transportation. In the private sector Mr. Wheeler has extensive experience with the production of record plats for Private Equity Group, PulteGroup, CalAtlantic, Lennar, WCI Communities, Bonita Bay Group, Land Solutions, Inc., and numerous others. These duties included calculations for the field crews and producing computer aided drawings and plat sheets. Mr. Wheeler has also provided services for the following projects:

- ✦ Lee County Department of Transportation right-of-way surveys for Three Oaks Parkway and Williams Road
- ✦ Record plats for WildBlue, Westbrook, Tidewater, Mediterra, Paseo, River Hall, Pelican Landing, Bonita Bay and numerous other subdivision plats in Lee and Collier counties.
- ✦ Boundary surveys within the City of Fort Myers, Lee, Charlotte, Collier, Hendry and DeSoto counties.

While at Barraco and Associates, Mr. Wheeler has provided surveys for residential and commercial projects. This experience includes the utilization of a Global Positioning System to provide utility locations for record drawings.

VINCENT A. CAUTERO, AICP VICE PRESIDENT OF PLANNING Project Planner

EDUCATION

University of Illinois at Urbana-Champaign, Master of Urban Planning, 1982

**Buffalo State College
Bachelor of Science, Urban & Regional Analysis and Planning
1980 (Cum Laude)**

PROFESSIONAL REGISTRATION

AICP - 1997

AFFILIATIONS

American Institute of Certified Planners

**American Planning Assn. - Chair,
Promised Lands Section - FL Chapter,
2005-2007**

**Leadership Collier - Graduate 2001;
Vice Chair, 2003; Chair, 2004**

**Award of Excellence - FL Chapter,
American Planning Assn. (1992,
1997, 2001)**

**Award of Merit - FL Chap., American
Planning Assn. (2000)**

**Public Official of the Year - Collier Co.
Chapter, American Subcontractors
Association, 1996**

**Planning Innovation Award - Florida
Planning & Zoning Assn., 2010**

**Rotary International - President,
Rotary Club of Naples, 2003-04;
Governor, District 6960, 2009-10**

**Roland Eastwood Planner of the Year,
Promised Lands Section, FAPA, 2010**

Leadership Cape Coral, Graduate 2015

Advanced Leadership Cape Coral, 2021

**Alumni Strategy Council - Dept. of
Urban and Regional Planning - Univ.
of Illinois at Urbana-Champaign,
2021-present**

**Entrada Community Assn. - President
2023-2025**

Vincent (Vince) Cautero graduated from Buffalo State College in 1980 with a Bachelor of Science degree in Urban and Regional Analysis and Planning. He continued his education at the University of Illinois at Urbana-Champaign where he received a Master of Urban Planning degree in 1982. Mr. Cautero achieved his professional certification as a Certified Planner in 1997.

Mr. Cautero's career has included work in both the private and public sectors as he served as Community Development Director for five local governments, and as Vice President of Planning Services for three consulting firms, all in the State of Florida. His areas of expertise include land use, comprehensive planning, zoning analysis, code drafting, policy analysis, and community development.

Most recently, prior to joining Barraco and Associates, Mr. Cautero was the Community Development Director for the City of Cape Coral, Florida, from 2013 - 2023. His responsibilities included administrative oversight over five divisions (Building, Code Compliance, Permitting Services, City Planning, and Land Development) and 184 full-time employees, as well as the preparation and monitoring of the annual Department budget of over \$23 million.

Mr. Cautero's responsibilities include project coordination in the preparation and presentation of rezonings and Comprehensive Plan Amendments. Serving as an expert in zoning and land use planning, Mr. Cautero has provided testimony on hundreds of cases through public hearing processes in five Florida local governments: the counties of Citrus, Collier, and Hendry, and the cities of Cape Coral and Marco Island. Additionally, Mr. Cautero represented Hendry County in a Comprehensive Plan lawsuit in 2013, Collier County in an eminent domain case in 2005, and Lee County in an eminent domain case in 2025.

Notable clients with whom Mr. Cautero has worked include:

- ✦ Gates-McVey
- ✦ Habitat for Humanity of Collier County
- ✦ City of Okeechobee, Florida
- ✦ Hendry, Lee and Collier Counties
- ✦ Collier Enterprises
- ✦ Advanced Housing Corporation
- ✦ Six L Farms
- ✦ Williams Farms
- ✦ Fort Myers 21, LLC
- ✦ Southern Gulf Construction

State of Florida

Department of State

I certify from the records of this office that BARRACO AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on March 5, 1998.

The document number of this corporation is P98000021404.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 22, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of March, 2025*




Secretary of State

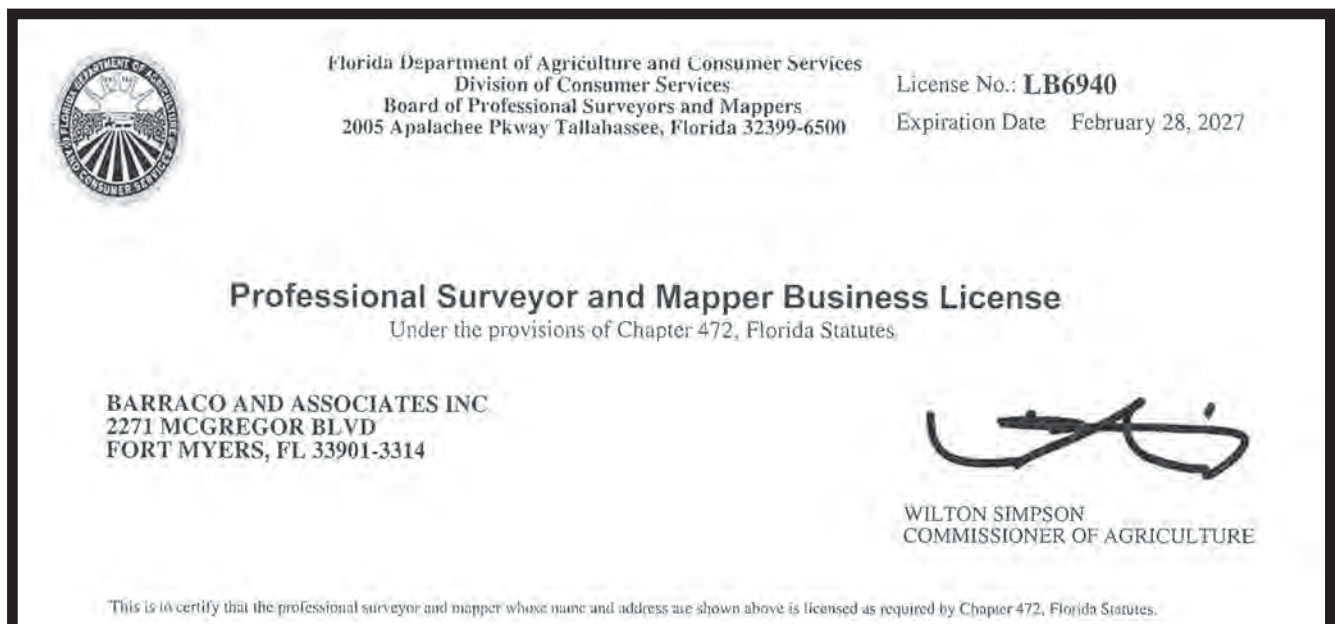
Tracking Number: 0392181843CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Statement from the State of Florida Department of Business & Professional Regulation:
 License# 7995 - No link for renewal. As of October 1, 2019, Certificate of Authorization licenses are now referred to as firm registrations. Firm registrations never expire, there will never be fees due, and there are no longer any physical documents available. There is no license to print as it is no longer a license, just a registration.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BARRACO, CARL ANTHONY
 2271 MCGREGOR BLVD.
 SUITE 100
 FORT MYERS FL 339010000

LICENSE NUMBER: PE38536

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BARRACO, CARL A. JR.
 1352 SHADOW LANE
 FORT MYERS FL 33901

LICENSE NUMBER: PE81259

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5949**
Expiration Date February 28, 2027

Professional Surveyor and Mapper License

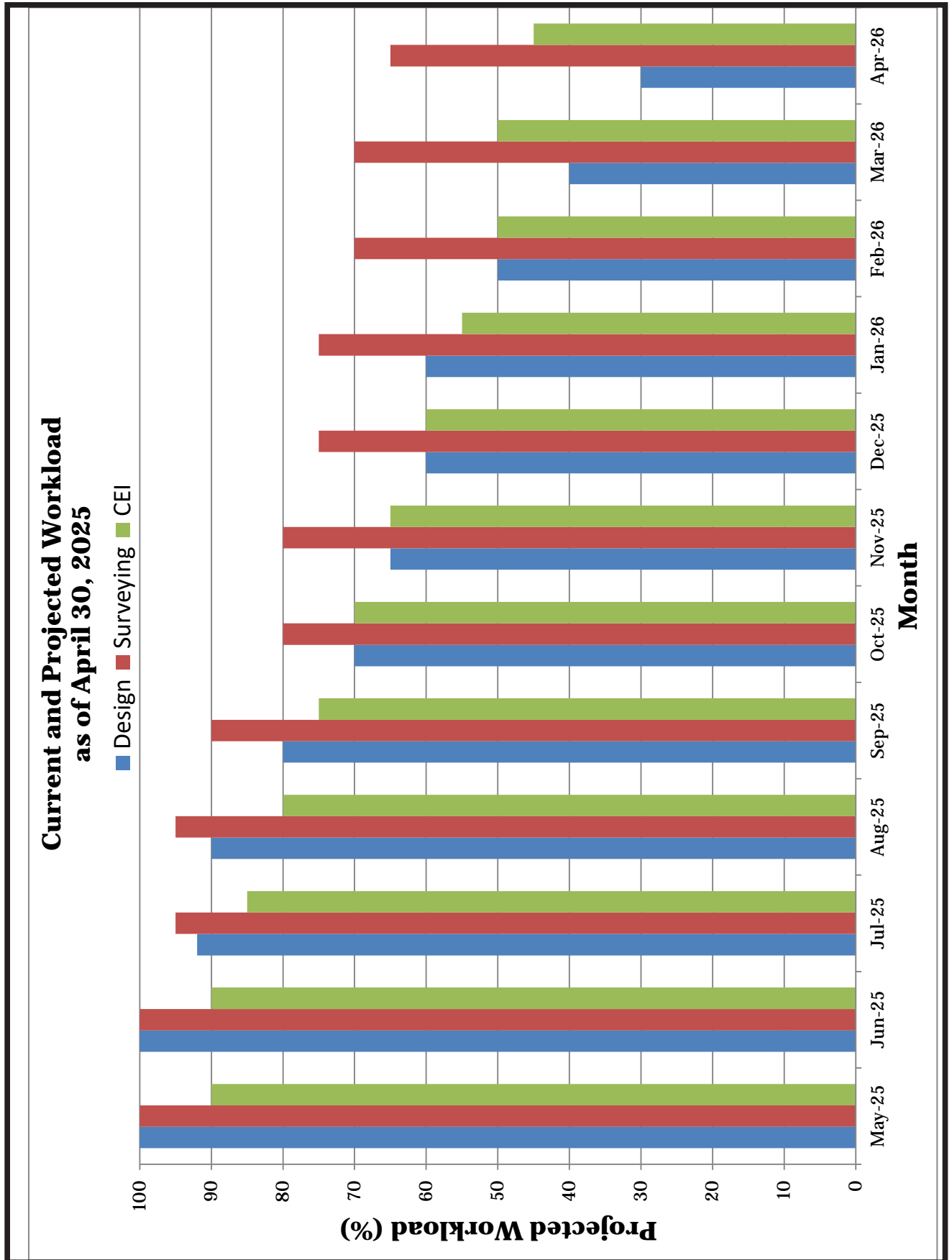
Under the provisions of Chapter 472, Florida Statutes

SCOTT ALAN WHEELER
2271 MCGREGOR BLVD
FORT MYERS, FL 33901-3314

A stylized, handwritten signature in black ink, likely belonging to Wilton Simpson, is positioned above the text identifying him as the Commissioner of Agriculture.

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Current & Projected Workload



ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)***Riverwood Community Development District Request for Qualifications**

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Carl A. Barraco, P.E.

5. NAME OF FIRM

Barraco and Associates, Inc.

6. TELEPHONE NUMBER

239.461.3170

7. FAX NUMBER

239.461.3169

8. E-MAIL ADDRESS

carlb@barraco.net

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.	X				Barraco and Associates, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	2271 McGregor Boulevard Suite 100 Fort Myers, FL 33901	District Engineer
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached) On Page 5

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Carl A. Barraco, Sr., P.E.	District Engineer	41	27

15. FIRM NAME AND LOCATION (City and State)

Barraco and Associates, Inc. - Fort Myers, Florida

16. EDUCATION (Degree and Specialization)

M.S. - Civil Engineering (1987)
B.S. - Civil Engineering (1984)

17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)

Professional Engineering License No. 38536 - Florida

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Florida Engineering Society, Calusa Chapter - Engineer of the Year (2015-16); Roads & Streets Award presented by District One of the Asphalt Contractor Assn. of Fla., Inc. (1998); FES Calusa Chapter - Young Engineer of the Year Award (1993-94); American Society of Civil Engineers - Student Engineer of the Year (1983)

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Paseo Development - Fort Myers (Lee County, FL)		2011	2014-2015
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Project Engineer/Manager for 444-acre, 1,149 unit residential subdivision; services included design for project infrastructure including all drainage, water and sewer; estimated infrastructure construction costs for Phase 1 is \$10,400,000.		
Bayside/Bay Creek CDD (Lee County, Florida)		Continuing	N/A
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm District Engineer for the Bayside and Bay Creek Community Development Districts.		
Corkscrew Farms CDD (Lee County, Florida)		Continuing	Continuing
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm The District includes approximately +/- 999 acres of the overall +/-1,361 acre Corkscrew Farms Development. A total of 1,325 residential units is proposed to be constructed over the course of two phases. The development is located in Lee County, Florida. Proposed public infrastructure is estimated at \$51,000,000.		
Mirada (Fort Myers, Lee County, Florida)		Continuing	N/A
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Principal in Charge for a 59-acre, mixed use development (240 residential units, 200,000 sq. ft. medical/office space); services include design of infrastructure (paving, drainage, water, sewer, and surface water management). Not yet constructed; project has been put on hold.		
Waterford Landing (Fort Myers, Lee County, Florida)		Continuing	Continuing
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Principal in Charge for this 1,012-unit, 255.8-acre residential development. BAI provided full civil engineering and survey services including zoning, site design, permitting, surveys, construction administration, and project certification. Estimated infrastructure costs for this project \$12,367,000.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Frank Savage	CDD Project Manager	a. TOTAL 7.5	b. WITH CURRENT FIRM 7.5
15. FIRM NAME AND LOCATION (City and State) Barraco and Associates, Inc. - Fort Myers, Florida			
16. EDUCATION (Degree and Specialization) M.S. - Applied Mathematics (2018) B.S. - Mathematics (2003)		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) V-Dana Community Development District (CDD) (Lee County, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) Continuing
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Support District Engineer and attendance at Board of Supervisors meetings.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Coral Creek CDD (Charlotte County, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) Continuing
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Support District Engineer and attendance at Board of Supervisors meetings.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Paseo CDD (Fort Myers, Lee County, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) N/A
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Support District Engineer and attendance at Board of Supervisors meetings.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Moody River CDD (North Fort Myers, Lee County, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) N/A
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Support District Engineer and attendance at Board of Supervisors meetings.	<input type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) Bayside/Bay Creek CDD (Lee County, FL)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) N/A
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Assist District Engineer and attendance at Board of Supervisors meetings.	<input type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION *(City and State)*

22. YEAR COMPLETED

PROFESSIONAL SERVICES

CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Corkscrew Farms CDD

b. POINT OF CONTACT NAME

Brian Lamb, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

813.873.7300

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Corkscrew Farms CDD consists of +/-999 acres of the overall +/-1,361 acre Corkscrew Farms Development. A total of 1,325 residential units is proposed to be constructed within the District over the course of two phases. The proposed infrastructure, which is considered fundable from the Bonds, is estimated at \$51,000,000. This project is ongoing.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2.
21. TITLE AND LOCATION <i>(City and State)</i> Bayside / Bay Creek CDD		22. YEAR COMPLETED PROFESSIONAL SERVICES Continuing
		CONSTRUCTION <i>(If applicable)</i> N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Bayside/Bay Creek CDD	b. POINT OF CONTACT NAME Chuck Adams, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 239.498.9020
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

District Engineer for the Community Development District.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3.
21. TITLE AND LOCATION <i>(City and State)</i> Paseo CDD, Fort Myers, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES Continuing
		CONSTRUCTION <i>(If applicable)</i> 2014-15
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Paseo CDD	b. POINT OF CONTACT NAME Belinda Blandon, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 239.936.0913
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

BAI provided full civil engineering and surveying services through construction on this +/-450 acre residential community 749 multi-family and 378 single family units; currently serving as District Engineer for the Community Development District.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE Civil Engineer/Surveyor/District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4.		
21. TITLE AND LOCATION (City and State) Lucaya CDD, Fort Myers, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Continuing</td> <td>CONSTRUCTION (If applicable) 2010</td> </tr> </table>	PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) 2010
PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) 2010			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lucaya CDD	b. POINT OF CONTACT NAME Jordan Lansford, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 813.344.4844
--	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

BAI provided full civil engineering and surveying services through construction on this +/-99 acre, 384 unit multi-family residential community; currently serving as District Engineer for the Community Development District.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION (City and State) Fort Myers, Florida	(3) ROLE Civil Engineer/Surveyor/District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 5.		
21. TITLE AND LOCATION <i>(City and State)</i> Catalina at Winkler Preserve CDD, Fort Myers, Florida	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Continuing</td> <td>CONSTRUCTION <i>(If applicable)</i> 2013</td> </tr> </table>		PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> 2013
PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> 2013			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Catalina at Winkler Preserve CDD	b. POINT OF CONTACT NAME Belinda Blandon, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 239.936.0913
---	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

BAI provided civil engineering and surveying services including site design, permitting and surveying for this +/-111 acre, 282 single family unit residential development and is currently serving as District Engineer for the Community Development District.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE Civil Engineer/Surveyor/District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6.		
21. TITLE AND LOCATION <i>(City and State)</i> Moody River Estates CDD, Fort Myers, Florida	22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES Continuing</td> <td>CONSTRUCTION <i>(If applicable)</i> Continuing</td> </tr> </table>		PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing
PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing			

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Moody River Estates CDD	b. POINT OF CONTACT NAME Calvin Teague, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 239.690.7100
--	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

BAI provides professional services to Moody River Estates Community Development District after completion of all CDD infrastructure was completed by others.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE Civil Engineer/Surveyor/District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7.		
21. TITLE AND LOCATION <i>(City and State)</i> Waterford Landing CDD, Fort Myers, Florida	22. YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; padding: 2px 5px;">PROFESSIONAL SERVICES Continuing</td> <td style="width: 50%; border: none; padding: 2px 5px;">CONSTRUCTION <i>(If applicable)</i> Continuing</td> </tr> </table>		PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing
PROFESSIONAL SERVICES Continuing	CONSTRUCTION <i>(If applicable)</i> Continuing			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER Waterford Landing CDD	b. POINT OF CONTACT NAME Daniel Rom, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 561.571.0010		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>				

BAI has been providing full civil engineering and survey services including zoning, site design, permitting, surveys, construction administration, and project certification for this +/-255 acre, 1,012 unit residential development and is currently serving as District Engineer for the CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE Civil Engineer/Surveyor/District Engineer
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8.
21. TITLE AND LOCATION <i>(City and State)</i> Mirada CDD, Fort Myers, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES Continuing
		CONSTRUCTION <i>(If applicable)</i> Continuing
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Mirada CDD	b. POINT OF CONTACT NAME Paul Winkeljohn, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 954.721.8681
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

BAI provided infrastructure design including paving, drainage, water, sewer and surface water management for this +/-59 acre mixed use development (240 residential units, 200,000 sf of medical office space).

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE Civil Engineer/Surveyor/District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9.		
21. TITLE AND LOCATION (City and State) V-Dana CDD, Fort Myers, Florida	22. YEAR COMPLETED <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; padding: 5px;"> PROFESSIONAL SERVICES Continuing </td> <td style="width: 50%; border: none; padding: 5px;"> CONSTRUCTION (If applicable) Continuing </td> </tr> </table>		PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) Continuing
PROFESSIONAL SERVICES Continuing	CONSTRUCTION (If applicable) Continuing			
23. PROJECT OWNER'S INFORMATION				
a. PROJECT OWNER V-Dana CDD	b. POINT OF CONTACT NAME Brian Lamb, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 813.873.7300		
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)				

BAI is currently providing District Engineer services for the V-Dana CDD. Verdana Village is a +/-2,138 acre residential development located along Corkscrew Road, east of the Alico Road intersection in unincorporated Lee County; the V-Dana CDD is comprised of +/-2,115 ares. The phased development will include 2,400 residential units.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION (City and State) Fort Myers, Florida	(3) ROLE District Engineer
b. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 10.
21. TITLE AND LOCATION <i>(City and State)</i> Blue Lake CDD, Fort Myers, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES Continuing
		CONSTRUCTION <i>(If applicable)</i> Continuing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Blue Lake CDD	b. POINT OF CONTACT NAME Kathleen Meneely, SW Fla. District Mgr.	c. POINT OF CONTACT TELEPHONE NUMBER 941.875.4195
--	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Blue Lake Community Development District consists of +/-706 acres of the overall +/-2,960 acre WildBlue Development. The community that comprises the District is known as VistaBlue. A total of 423 single family residential units are proposed to be constructed within the District over the course of three phases. The proposed public infrastructure which is considered fundable from the Bonds was estimated at \$12,281,000. This project is ongoing.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Barraco and Associates, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE Civil Engineer/Surveyor/District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

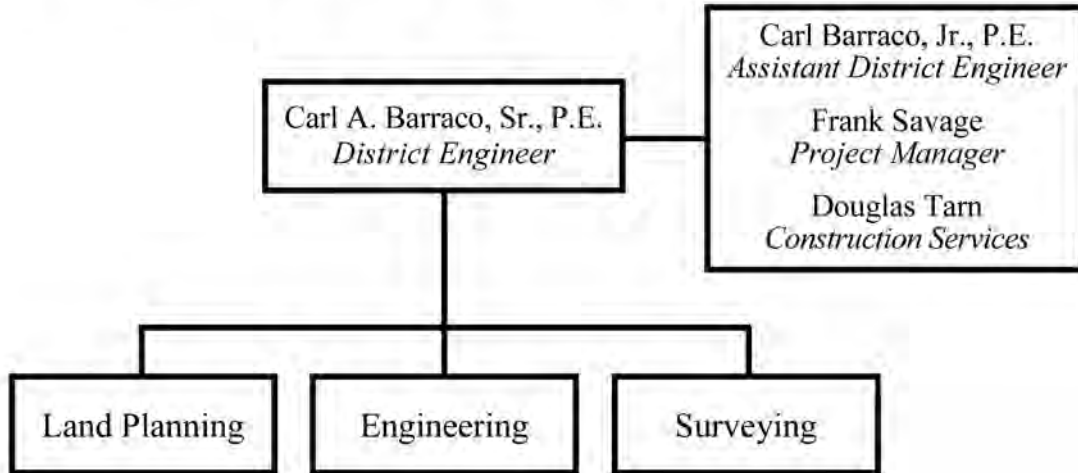
29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Corkscrew Farms CDD	6	Moody River Estates CDD
2	Bayside / Bay Creek CDD	7	Waterford Landing CDD
3	Paseo CDD	8	Mirada CDD
4	Lucaya CDD	9	V-Dana CDD
5	Catalina at Winkler Preserve CDD	10	Blue Lake CDD

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

D. ORGANIZATIONAL CHART OF PROPOSED TEAM



I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

May 1, 2025

33. NAME AND TITLE

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

N/A

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)


2a. FIRM (or Branch Office) NAME Barraco and Associates, Inc.			3. YEAR ESTABLISHED 1998		4. UNIQUE ENTITY IDENTIFIER	
2b. STREET 2271 McGregor Boulevard, Suite 100			5. OWNERSHIP			
2c. CITY Fort Myers		2d. STATE FL	2e. ZIP CODE 33901			
6a. POINT OF CONTACT NAME AND TITLE Carl A. Barraco, P.E., President			a. TYPE Florida Corporation			
6b. TELEPHONE NUMBER 239.461.3170			b. SMALL BUSINESS STATUS			
6c. EMAIL ADDRESS carlb@barraco.net			7. NAME OF FIRM (If Block 2a is a Branch Office)			
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	10		C15	Construction Management	0
08	CADD Technician/Designer	18		C16	Construction Surveying	3
12	Civil Engineer	5		G04	Geographic Info System Svcs.	1
15	Construction Inspector/Observer	3		H07	Highways; Streets; Parking Lots	3
16	Construction Manager	1		H11	Housing (Residential, Multi-Family	5
38	Land Surveyor (PSM/Field)	15		I06	Irrigation; Drainage	3
47	Planner	1		L02	Land Surveying	3
48	Project Manager	5		P05	Planning (Community, Regional)	1
				P06	Planning (Site, Installation, Project)	2
				S10	Surveying; Platting; Mapping; Flood	3
				S13	Stormwater Handling & Facilities	2
				T04	Topographic Surveying & Mapping	2
				W02	Water Resources; Hydrology; GW	2
				W03	Water Supply; Treatment & Distrib.	2
				Z01	Zoning; Land Use Studies	2
	Other Employees					
	Total	58				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	0	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	7	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	7	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE May 1, 2025
c. NAME AND TITLE Carl A. Barraco, President	

PROPOSERS CERTIFICATION

STATE OF FLORIDA COUNTY OF LEE

I, Carl A. Barraco, of Barraco and Associates, Inc. (name of company), submitting to furnish the following described materials, equipment, and/or services to the Riverwood Community Development District (the "RCDD") District Engineer Services (professional engineering services).

HEREBY CERTIFIES THAT:

1. Proposer has thoroughly inspected the specifications or request for proposals and understands the terms and conditions thereof and they are incorporated by reference in the proposal for said goods or services, and have verified measurements, if applicable.
2. The proposal is firm and binding and shall be valid for not less than sixty (60) days from the date of bid opening. A longer time may be set out in the bid, the proposal, or as negotiated between the proposer and the RCDD.
3. The proposal is made by a person authorized to bind the proposer.
4. The proposal is made without unlawful collusion between another proposer or potential proposer, or with any officer or employee of the RCDD.
5. The proposal is in full compliance with the Copeland Anti-kickback statute.
6. The proposer does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or in the provision of services.

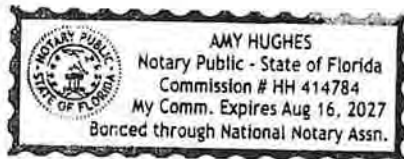
Carl A. Barraco
Print Name: Carl A. Barraco, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of April, 2025, by Carl A. Barraco, as President (title) of Barraco and Associates, Inc. (name of company), on behalf of the Florida Corporation (type of entity).

☒ who is personally known to me,
☐ who produced N/A as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Amy Hughes
Signature
Amy Hughes
Print Name
NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires Aug 16 2027
Commission No. HH 414784

NO LOBBYING AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LEE

This, 30th , of April , 2025 , Carl A. Barraco
being first duly sworn, deposes and says that he or she is the authorized representative of
Barraco and Associates, Inc.
(Name of the authorized Consultant, ~~Contractor or individual~~), maker of the attached request for proposal
released by the Riverwood Community Development District, and that the proposer and any of its agents
agrees to abide by the Riverwood Community Development District's no lobbying restrictions in regards
to this solicitation.

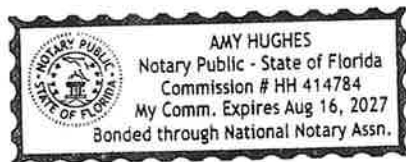
Affiant Carl A. Barraco


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of April, 2025, by Carl A. Barraco
(name of person, officer, or agent, title of officer or agent), of Barraco and Associates, Inc.
 (name of corporation or partnership, a Florida corporation (state of incorporation or partnership, if applicable).

☒ who is personally known to me,

☐ who produced N/A as identification, who did take an oath, and who
 ledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)




Signature

Amy Hughes

Print Name

NOTARY PUBLIC-STATE OF FLORIDA

My Commission Expires: Aug 14 2027

Commission No. H-1 414784

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Riverwood Community Development District (the "RCDD") by:

Carl A. Barraco, President

(Print individual's name and title)

For: Barraco and Associates, Inc.

(Print name of entity submitting sworn statement)

Whose business address is: 2271 McGregor Boulevard, Suite 100, Fort Myers, FL 33901

And (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0832228

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (2) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal

power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Date: April 30, 2025

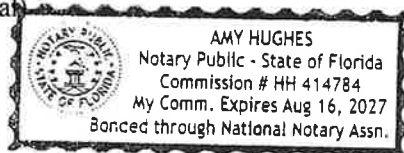
Carl A. Barraco
Signature Carl A. Barraco

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of April, 2025, by Carl A. Barraco, as President of Barraco and Associates, Inc., on behalf of the Florida Corporation.

☒ who is personally known to me, or ☐ who produced N/A as identification, who did take an oath, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

(Notary Seal)



Amy Hughes
Signature Amy Hughes
Print Name
NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires: Aug 16 2027
Commission No. HH 414784

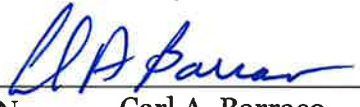
**ANTI-HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)**

Before me, the undersigned authority, personally appeared Carl A. Barraco, whom after being duly sworn, deposes and states:

1. I am over eighteen years of age. The following information is based on my own personal knowledge.
2. I am an officer or representative of Barraco and Associates, Inc., (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

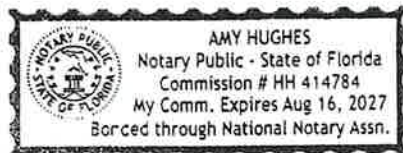
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ANTI-HUMAN TRAFFICKING AFFIDAVIT AND THAT THE FACTS STATED HEREIN ARE TRUE.


FURTHER AFFIANT SAYETH NOT.


 Print Name: Carl A. Barraco
 Title: President
 Company Name: Barraco and Associates, Inc.
 Date: April 30, 2025

STATE OF FLORIDA
 COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 30th day of April, 2025, by Carl A. Barraco, on behalf of Barraco and Associates, Inc., who is personally known to me or who has produced N/A as identification.




 Print Name: Amy Hughes
 Notary Public of the State of Florida

My Commission Expires:

7Bii

RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES

DUE DATE: 06.16.2025



CPH Consulting, LLC | 2216 Altamont Avenue, Ft. Myers, FL 33901 | 239.332.5499 |
info@cphcorp.com | www.cphcorp.com

SECTION 1. LETTER OF INTEREST

June 13, 2025

Riverwood Community Development District
4250 Riverwood Drive
Port Charlotte, FL 33953



2216 Altamont Avenue,
Ft. Myers, FL 33901
Phone: 239.332.5499
Fax: 239.332.2955
info@cphcorp.com

RE: **PROFESSIONAL ENGINEERING SERVICES**

Dear Selection Committee Members:

We appreciate the opportunity to respond to the Riverwood Community Development District's Request for Qualifications for Professional Engineering Services. It would be our pleasure to provide services to the Riverwood Community Development District. We are certain that CPH exceeds the Riverwood Community Development District's qualification requirements for the following reasons:

- **CPH's Ability to Meet the Riverwood Community Development District's Requirements Are Unmatched:** CPH is a multi-disciplinary engineering firm recognized for providing superior quality services to our clients in an efficient and effective manner. CPH has been providing consulting services for over 44 years; we believe that this experience is imperative to successfully execute the wide variety of projects that this contract may bestow. With nearby offices in Fort Myers and Sarasota; CPH is eager and ready to provide services for any project under this contract. We have an available staff of over 420 personnel and are ready to serve Riverwood Community Development District.
- **Experience Working Under Continuing Contracts:** We have worked with many of our clients for more than 40 years. These long-term relationships have afforded us many opportunities to meet our clients' needs and perform municipal engineering services. Our team has extensive experience working under continuing contracts and is well-equipped to support both scheduled projects and unplanned emergencies. We currently serve numerous clients throughout Florida, including Heritage Bay CDD, The Quarry CDD, and Heritage Lakes Park CDD; the municipalities of Naples, Punta Gorda, Oviedo, Orlando, Maitland, Ocoee, Sanford, Oakland, Mount Dora, Winter Springs, Altamonte Springs, Lake Mary, Titusville, Clermont, Daytona Beach, South Daytona, Palm Coast, Edgewood, Haines City, Lake Alfred, Kissimmee, West Melbourne, Groveland, Largo, Tampa, New Smyrna Beach, Orange City, Ormond Beach, Port Orange, Eustis, Cape Coral, DeLand, and DeBary; as well as Orange, Seminole, Volusia, Bay, and the Counties of Osceola, Volusia, Lee, Collier, Seminole, Lake, Bay, and Polk County School Districts, serving as their Continuing Services Engineer. We take great pride in these ongoing partnerships and remain committed to delivering responsive, reliable, and effective engineering support.
- **CPH's Local Availability and National Support:** CPH has team members located less than 37 miles from the District at 2216 Altamont Ave., Fort Myers, FL 33901. These staff members have active working experience in and around the area. Our team is very familiar with local conditions, design guidelines, and has excellent working relationships with local regulatory/review agencies.

We appreciate the opportunity to submit our qualifications and look forward to continuing our successful relationship with the Riverwood Community Development District.

Sincerely,
CPH Consulting, LLC

A handwritten signature in blue ink, appearing to read 'Kyle Bechtelheimer'.

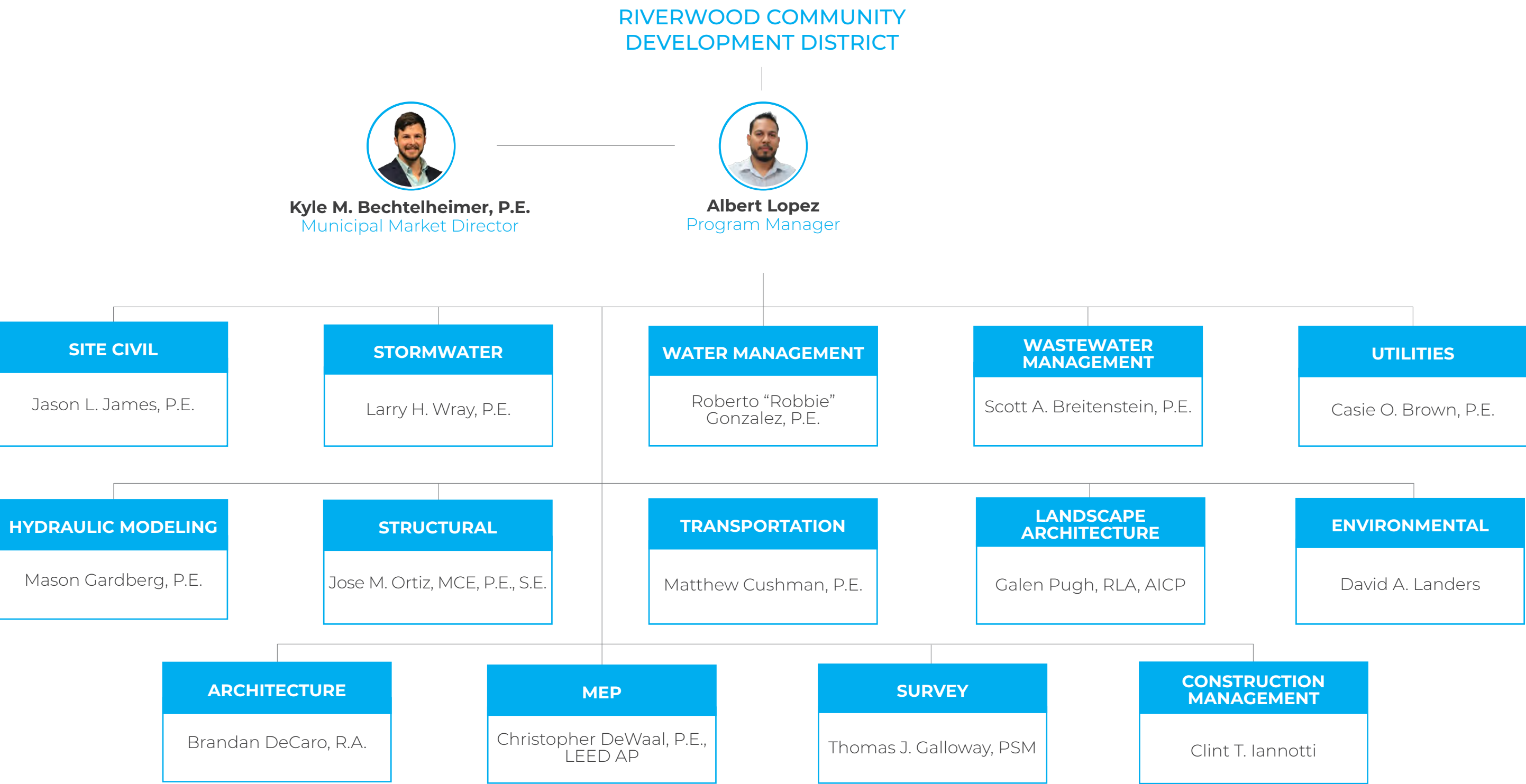
Kyle Bechtelheimer, P.E. | Municipal Market Director

SECTION 2. STANDARD FORM 330

ARCHITECT - ENGINEER QUALIFICATIONS						
PART I - CONTRACT-SPECIFIC QUALIFICATIONS						
A. CONTRACT INFORMATION						
1. TITLE AND LOCATION <i>(City and State)</i> Request for Qualifications for Engineering Services for Riverwood Community Development District - Port Charlotte, FL						
2. PUBLIC NOTICE DATE				3. SOLICITATION OR PROJECT NUMBER		
B. ARCHITECT-ENGINEER POINT OF CONTACT						
4. NAME AND TITLE Kyle M. Bechtelheimer, P.E. Municipal Market Director						
5. NAME OF FIRM CPH Consulting, LLC						
6. TELEPHONE NUMBER 239.332.5499				7. FAX NUMBER 239.332.2955		8. E-MAIL ADDRESS info@cphcorp.com
C. PROPOSED TEAM <i>(Complete this section for the prime contractor and all key subcontractors.)</i>						
(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	SUBCONTRACTOR			
a.	X			CPH Consulting, LLC. [X] CHECK IF BRANCH OFFICE	2216 Altamont Avenue, Ft. Myers, FL 33901	Site Civil, Stormwater, Water Management, Wastewater Management, Utilities, Hydraulic Modeling, Structural, Transportation, Landscape Architecture, Environmental, Architecture, MEP, Survey, Construction Management

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

CPH has assembled a vastly diverse and highly qualified team with experience in all discipline areas requested by Riverwood Community Development District. Our team is capable of providing services for every project that will emerge under this contract. The CPH Team Organizational Chart (provided below) depicts the overall reporting and communication hierarchy as well as project roles and responsibilities in relation to the District's scope of services.



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Kyle M. Bechtelheimer, P.E.		13. ROLE IN THIS CONTRACT Municipal Market Director		14. YEARS EXPERIENCE	
				a. TOTAL 11 Years	b. WITH CURRENT FIRM 8 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. in Environmental Engineering, University of Central Florida				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL (No. PE86673)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A					

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	City of Coconut Creek – Vinkemulder Rd. Water and Sewer Improvements Coconut Creek, FL	2021	2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Manager - The City of Coconut Creek contracted CPH to design water and sewer infrastructure for a large agriculturally zoned, residential community, that is currently on private well and septic systems. CPH evaluated the best options for the conversion and worked closely with the City and the community to design the best solution for the large agricultural lots based on their septic tank locations and total sewer flows. The design included over a mile of water and a mile of wastewater infrastructure to serve the community.		
b.	Coconut Creek Main Street Sewer Modeling Coconut Creek, FL	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Manager - CPH completed a hydraulic model of the City of Coconut Creek's sanitary sewer system, with the goal to analyze how the new Mainstreet Development could best connect to the City's system. In addition, CPH was tasked with determining if any upsizing of the City's system would be required to take the additional flow generated by the Development. CPH worked closely with the Developer's engineer for sizing the proposed lift station and selecting the proper pipe sizes for connections to the City's system.		
c.	Esplanade at Aventura Aventura, FL	2014	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Manager - CPH provided site planning and civil design services for a large redevelopment project in South Florida. The Esplanade at Aventura featured a contemporary open-air collection of shops and restaurants, envisioned as a vibrant shopping and entertainment village that complements Aventura Mall's indoor offering, yet provided its own unique destination. Esplanade at Aventura was a complete redevelopment of the 12.3 acres owned by Sears Holdings that previously featured a Sears full-line store, Sears Auto Center, and adjacent surface parking areas. The new development included quality retail and restaurants, office space, a hotel, and ample parking, as well as a Sears presence.		
d.	Pembroke Pines Human Services Campus Ochopee, FL	2023	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Manager - CPH is working with the City of Pembroke Pines to review and analyze the existing water and sewer infrastructure within their Human Services Campus. The Campus includes over 210,000 gallons per day of water and wastewater usage, with over 2 miles of water and wastewater mains. This infrastructure has aged past its useful life and is in need of replacement or repair. CPH is performing route survey, hydraulic modeling, design, permit, and construction engineering and inspections for the project.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Albert Lopez	13. ROLE IN THIS CONTRACT Program Manager	14. YEARS EXPERIENCE a. TOTAL 24 Years	
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL		b. WITH CURRENT FIRM 24 Years	
16. EDUCATION (DEGREE AND SPECIALIZATION) University of Puerto Rico, Civil Engineering Technology		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) SFWMD Erosion Control Inspector Certification Traffic Control (TTC) Intermediate Course	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Cape Coral SE 47th Terrace Complete Street Improvements Cape Coral, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2018
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Engineer - The project included reconstruction of an existing roadway to conversion to a complete street and the creation of a downtown district. The improvements included sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming, including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/upgrades. CPH also designed the utility upgrades/modifications, including a new upsized water main, new force main, and a new reclaimed water main. Design services also included modifications to the City's Club Square, such as added sidewalks, bio-retention swales, entrance feature, ADA improvements, landscaping, and streetlights.			
b.	(1) TITLE AND LOCATION (City and State) City of Cape Coral Median Landscape Improvements Cape Coral, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Engineer - CPH provided the City of Cape Coral with planning and landscape architectural services to establish design templates for median improvements for roadways throughout the City. The purpose of the project was to ensure consistency regarding plant species, landscaping themes, and intensities on City roadways. As a part of the project, CPH reviewed past improvements and the City's current design standards and conducted site visits of over 12 roadways. Through various meetings with City staff and public outreach, CPH prepared multiple landscape themes that were developed in 1-mile segments that could be applied to roadway improvements to City-owned R/W. The deliverable included an overall themed template, plant palette, and opinion of probable cost for each template and 1-mile segment. The design templates assumed 20-ft-wide median in a curbed roadway, with a design speed of 45 MPH, and utilized the FDOT Florida Green Book standards in addition to City standards.			
c.	(1) TITLE AND LOCATION (City and State) Continuing Services Contract – Heritage Bay Community Development District Fort Myers, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Since 2016	CONSTRUCTION (If applicable) Varies Per Project
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Engineer - CPH has provided services under our continuing contract with the Heritage Bay Community Development District for a variety of projects.			
d.	(1) TITLE AND LOCATION (City and State) Heritage Bay CDD – Lake Bank Restoration Fort Myers, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2020
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Engineer - As the District Engineer, CPH provided the design, permitting, and construction administration services for the Heritage Bay Lake Bank Restoration Project. The project consisted of re-stabilizing 2,400 LF± of lake banks due to damage caused by Hurricane Irma. The project included determining whether stabilizing the bank with rip-rap or installing a sea wall was most feasible. CPH provided the District with a cost benefit analysis, which was used to justify the decision to use rip-rap to re-stabilize the lake banks. The design included re-grading the lake banks, installation of FDOT-approved geosynthetic fabric, and the installation of rip-rap. This design included a large anti-scour keyway, which provided more protection against sliding and wave action during a large storm event. CPH provided construction administration that included regular inspections and weekly construction progress reports. CPH ensured that work was performed according to the design plans.			
e.	(1) TITLE AND LOCATION (City and State) The Quarry CDD Continuing Services Contract Naples, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Engineer - Continuing Services Contract. Projects include major shoreline restoration project which resulted in over \$3.5 Million in construction cost.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Jason L. James, P.E.		13. ROLE IN THIS CONTRACT Site Civil Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 18 Years	b. WITH CURRENT FIRM 18 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. in Civil Engineering, University of Central Florida				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL (No. 76936)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION <i>(City and State)</i> Miramar's Regional Park - 9/11 Memorial Miramar, FL			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2021	CONSTRUCTION <i>(If applicable)</i> 2023
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE PROJECT INCLUDED: Civil Engineer - Planning and design consulting services for the 9/11 Memorial at Miramar's Regional Park. CPH provided architectural, landscape architecture, MEP, civil, and wayfinding/signage services for the development of the new feature, which provides a gathering space to reflect and includes two structures as a focal point of the memorial from the Twin Towers.				
b.	(1) TITLE AND LOCATION <i>(City and State)</i> Rockland Key Fleet Management Facility Monroe County, FL			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2024	CONSTRUCTION <i>(If applicable)</i> 2026 (Est)
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE PROJECT INCLUDED: Civil Engineer - Monroe County is developing a new Fleet Management Facility to support their vehicle maintenance needs. CPH has designed a primary building with a two-story administrative area, office spaces, break rooms, and a 10-bay repair garage featuring mezzanine storage, a welding room, and a crane rail for equipment lifting. The facility will also include a two-pump fueling station with a decorative canopy and a one-story vehicle wash building with water recycling capabilities. The design features a "Key West aesthetic" with decorative concrete, painted accents, and metal roofing. CPH is providing comprehensive design services, with completion expected in Q3 2024 and construction anticipated to finish in 2025.				
c.	(1) TITLE AND LOCATION <i>(City and State)</i> Monroe County Fire Station – Cudjoe Key Monroe County, FL			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> 2021
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE PROJECT INCLUDED: Civil Engineer - Pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500-SF fire station on Cudjoe Key. The overall project included three drive-thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane-resistant glazing, door and roof systems, building insulation with high R-value, low-E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.				
d.	(1) TITLE AND LOCATION <i>(City and State)</i> Wedge Preserve Park Parkland, FL			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2025	CONSTRUCTION <i>(If applicable)</i> 2026 (Est)
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE PROJECT INCLUDED: Civil Engineer - Planning, design, permitting, and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.				
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Pembroke Pines Human Services Campus Ochopee, FL			(2) YEAR COMPLETED	
				PROFESSIONAL SERVICES 2023	CONSTRUCTION <i>(If applicable)</i> 2024
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE PROJECT INCLUDED: Civil Engineer - CPH is working with the City of Pembroke Pines to review and analyze the existing water and sewer infrastructure within their Human Services Campus. The Campus includes over 210,000 gallons per day of water and wastewater usage, with over 2 miles of water and wastewater mains. This infrastructure has aged past its useful life and is in need of replacement or repair. CPH is performing route survey, hydraulic modeling, design, permit, and construction engineering and inspections for the project.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)			
12. NAME H. Larry Wray, P.E., CFM		13. ROLE IN THIS CONTRACT Stormwater	
		14. YEARS EXPERIENCE	
		a. TOTAL 29 Years	b. WITH CURRENT FIRM 29 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) M.S. in Water Resources Engineering, University of Central Florida B.S. in Environmental Engineering, University of Central Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL (No. 55557) Qualified Stormwater Management Inspector Certified Floodplain Manager	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Heritage Bay CDD – Lake Bank Restoration Fort Myers, FL		(2) YEAR COMPLETED
			PROFESSIONAL SERVICES 2017
			CONSTRUCTION (If applicable) 2020
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Stormwater Engineer - As the District Engineer, CPH provided the design, permitting, and construction administration services for the Heritage Bay Lake Bank Restoration Project. The project consisted of re-stabilizing 2,400 LF± of lake banks due to damage caused by Hurricane Irma. The project included determining whether stabilizing the bank with rip-rap or installing a sea wall was most feasible. CPH provided the District with a cost benefit analysis, which was used to justify the decision to use rip-rap to re-stabilize the lake banks. The design included re-grading the lake banks, installation of FDOT-approved geosynthetic fabric, and the installation of rip-rap. This design included a large anti-scour keyway, which provided more protection against sliding and wave action during a large storm event. CPH provided construction administration that included regular inspections and weekly construction progress reports. CPH ensured that work was performed according to the design plans.			
b.	(1) TITLE AND LOCATION (City and State) US 17-92 RiverWalk, Phase II - III (FDOT LAP) Sanford, FL		(2) YEAR COMPLETED
			PROFESSIONAL SERVICES 2013
			CONSTRUCTION (If applicable) 2015 (Phase II) 2021 (Phase III)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Stormwater Engineer - Phase II - The FDOT LAP project included 1.5 miles of 10–14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.			
c.	(1) TITLE AND LOCATION (City and State) Town of Oakland Water System Improvements Project Oakland, FL		(2) YEAR COMPLETED
			PROFESSIONAL SERVICES 2013
			CONSTRUCTION (If applicable) 2015
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Stormwater Engineer - Planning, design, permitting, bid, and construction administration for improvements to the Town of Oakland's water system. The improvements were originally recommended in the master plan effort by CPH previously performed for the Town. The improvements included the following: 0.500-million-gallon ground storage tank; 3,750 gallon/minute high service pumping (one @ 750 GPM/two @ 1,500 GPM); 1,415 LF of 8-inch replacement raw water main; 217 LF of 12-inch new raw water main; 170 LF of 16-inch potable water main; 350 SF electrical/pump building; extensive landscape architecture to help screen the ground storage tank; conversion of existing passive park to an active park including future splash pad; and SCADA upgrade and improvements.			
d.	(1) TITLE AND LOCATION (City and State) Wedge Preserve Park Parkland, FL		(2) YEAR COMPLETED
			PROFESSIONAL SERVICES 2025
			CONSTRUCTION (If applicable) 2026 (Est)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Stormwater Engineer - Planning, design, permitting, and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Roberto “Robbie” Gonzalez, P.E.	13. ROLE IN THIS CONTRACT Utilities	14. YEARS EXPERIENCE a. TOTAL 30 Years		b. WITH CURRENT FIRM 12 Years	
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) M.S. in Environmental Sciences, University of Central Florida B.S. in Mechanical & Environmental Engineering, University of Central Florida			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL (No. 56875)		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Toho Water Authority (Toho) Program Management Services (PMO) Kissimmee, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing		CONSTRUCTION (If applicable) 2027 (Est.)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - CPH is providing staff augmentation and Program Management Services for the Toho Water Authority's Utility Infrastructure Capital Improvement Program. Services include design management of consultant-assigned projects, acting as Toho staff to provide design reviews, project guidance, approvals, monitoring performance and schedules, conducting weekly meetings, and other technical consultation in the completion of projects under the program. Projects include pipelines, pump stations, and treatment plants associated with their water and wastewater systems. As part of the contract, CPH is providing staff services to oversee construction as well, including acting as owner's representative, construction manager, and full-time on-site inspector. The PMO contract includes providing design and permitting of assigned projects not assigned to a Toho Consultant.				
b.	(1) TITLE AND LOCATION (City and State) NCRWTP – Chlorine And Ammonia Control Feed Systems Collier County, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2016		CONSTRUCTION (If applicable) 2018
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - Design and Construction Services of chlorine and ammonia control feed systems—designed upgrades and improvements to automate both chlorine and ammonia systems to effectively form and control chloramines. Chlorine dosages set to pace flow from NF and RO membranes separately because the NF system has different chlorine demands from the RO system. Proposed improvements to the chloramination system were integrated into the existing SCADA system. The HMI screens were updated and modified to allow the operators to observe and control the chloramination. Construction plans and technical specifications were developed for the County to bid the improvements to prequalified contract electricians.				
c.	(1) TITLE AND LOCATION (City and State) Town of Oakland Master Water Plan Oakland, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2020		CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - The master plan effort included coordination with Town staff on gathering historic water use data, monthly operating reports, yearly connection figures, and other planning information to develop population and water use projections for a 20-year planning horizon. An important task of the work included an assessment of the existing infrastructure and water treatment plant capabilities, as well as developing a water model of the distribution system. The water system model, once calibrated, was used to analyze high water-use scenarios as a means to verify deficiencies and needed improvements of the Town's existing water system. The results of the model assisted CPH with the overall evaluation and allowed for a more detailed recommendation of the various alternative water system improvements.				
d.	(1) TITLE AND LOCATION (City and State) Haines City Master Wastewater Plans Haines City, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2021		CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - CPH provided hydraulic modeling and master wastewater planning services to the City of Haines City. As part of our services, we observed historical changes to existing flows, developed projected future flows, evaluated the treatment facilities, and collect/transmission infrastructures. The intent of the Master Wastewater Plan was to describe the existing facilities, assess current and future needs, and to develop alternative recommendations for the City to consider as capital improvement projects (CIP). A 20-year planning horizon was developed for the master plans, and it included hydraulic analysis of the existing force main system. The recommended capital improvement projects were provided in 5-year time periods through the 20-year planning period.				
e.	(1) TITLE AND LOCATION (City and State) Potable Water and Wastewater Master Plans Lake Alfred, FL		(2) YEAR COMPLETED PROFESSIONAL SERVICES 2022		CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - The City requested CPH to prepare potable water and wastewater master plans to be used as a basis of planning for current and future infrastructure improvements to cover a 20-year utility planning horizon. Population projections and hydraulic modeling were used to identify deficiencies in the system and recommends possible solutions to the deficiencies.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Scott A. Breitenstein, P.E.		13. ROLE IN THIS CONTRACT Wastewater Management Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 34 Years	b. WITH CURRENT FIRM 24 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. in Environmental Engineering, University of Central Florida				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL (No. 57402)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Wildwood WRF BNR Improvements and Expansion Wildwood, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) 2026 (Est.)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Wastewater Engineer - CPH is providing professional engineering design, permitting, and preconstruction services associated with the interim/short-term improvements to the existing treatment facility and the new 8.0 MGD AADF WRF (long-term improvements). The new treatment facility shall be capable of producing an AWT effluent and meet all Class I Reliability criteria. The proposed infrastructure includes a mechanical screening system, master lift station, EQ Basin, 5-Stage BIODENIPHO BNR Treatment System, reaeration basin/secondary clarifier flow splitter box, RAS/WAS pump system, tertiary filtration system, high-level disinfection system, biosolids dewatering screw press system, chemical storage and feed systems along with three electrical buildings and associated controls, instrumentation and SCADA systems. The project is being designed in three phases as part of a CMAR delivery method.				
b.	(1) TITLE AND LOCATION (City and State) City of Mount Dora – Wastewater Treatment Facility (WWTF) No. 1 Mount Dora, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) TBD	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Wastewater Engineer - The City owns/operates the Mount Dora Wastewater Treatment Facility (WWTF) No. 1, which is classified as a Secondary Treatment plus Filtration Facility (Category I, Class B). The WWTF currently has permitted treatment capacity of 1.5 MGD AADF. The oxidation ditch, secondary clarifiers, and filter are showing signs of corrosion and age, and the City also wants to improve the effluent quality to advanced wastewater treatment (AWT). The project includes upgrading the Mount Dora WWTF No.1 to meet AWT effluent criteria through the construction of a 4-stage Bardenpho (BNR) Treatment Process and increasing permitted capacity to the exiting WWTF to 2.0MGD (adding additional capacity by 0.5 MGD-AADF). CPH assisted the City in obtaining \$1.5 million in cost-share grant funding from the Saint John's River Water Management, and \$24.0 million from a Florida Department of Environmental Protection SRF loan (0% financing).				
c.	(1) TITLE AND LOCATION (City and State) SSA-ESA 36" Water Main and 24" Reclaimed Water Main & J. Lawson Repump Station Project Orange County, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) 2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Wastewater Engineer - CPH provided engineering services to OCU for the connection of the Southern Service Area to the Eastern Service Area with the potable water and reclaimed water system and repump station. These services included preliminary design report, final design, MOT design, survey, environmental assessment, geotechnical investigation, bidding, and construction administration. The project includes the installation of approximately 7 miles of parallel 36-inch potable water main and 24-inch reclaimed water main from J. Lawson Blvd. to Moss Park Rd via a combination of directional drill, jack and bore, and open-cut installation. The project corridor was through multiple jurisdictions which required coordination and permitting with Tavistock, GOAA, CSX, City of Orlando, Orange County, and CFX. The re-pump station includes general piping, a building, pumps, electrical equipment, controls and future chlorination feed equipment, stand-by generator and aboveground fuel tank, general site grading, and improvements.				
d.	(1) TITLE AND LOCATION (City and State) CR 557 12" and 16" Force Main Lake Alfred, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) 2024	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Wastewater Engineer - CPH was selected to provide services for a force main for the City of Lake Alfred. The work includes design for a force main (FM) from the north end of CR 557 at the intersection of CR 557A. The FM runs south to Swoope Road, then east and then south, crossing a CSX RR R/W and US 17-92, then runs east to a tie-in point near the City wastewater treatment facility. The work includes approximately 1,300 LF of 12" FM and 20,000 LF of 16" FM designed and constructed in five phases. Work includes wetland permitting, CSX permitting, and FDOT permitting, as well as Polk County R/W permitting.				
e.	(1) TITLE AND LOCATION (City and State) Eatonville West and East Side Wastewater Improvements Eatonville, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Wastewater Engineer - The project included replacement of portions of the Town's existing sanitary sewer system because of sewer backups and overflow issues. It was believed that the main cause of the problem was because the sanitary sewer pipes and manholes were constructed very shallow and had less than minimum slopes. In addition, much of the collection system was constructed in the 1940s and early 1950s of vitrified clay pipe and were susceptible to cracks and breaks. Specifically, the project included replacement of gravity sanitary sewer lines, service laterals and manholes, replacement and relocation of an existing lift station, abandonment of an existing force main, and the elimination of an existing lift station, and all road replacement and/or restoration necessary to complete the project. The project was bid in two phases, and CPH served as full-time resident project representative for the West and East Side Wastewater Improvements.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Casie O. Brown, P.E.	13. ROLE IN THIS CONTRACT Utilities	14. YEARS EXPERIENCE a. TOTAL 18 Years b. WITH CURRENT FIRM 18 Years	
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) M.B.A. in Business Administration, University of North Florida B.S. in Civil Engineering, University of Central Florida		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL (No. 75398)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			
19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) SSA-ESA 36" Water Main and 24" Reclaimed Water Main & J. Lawson Repump Station Project Orange County, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2018 CONSTRUCTION (If applicable) 2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - CPH provided engineering services to OCU for the connection of the Southern Service Area to the Eastern Service Area with the potable water and reclaimed water system and repump station. These services included preliminary design report, final design, MOT design, survey, environmental assessment, geotechnical investigation, bidding, and construction administration. The project includes the installation of approximately 7 miles of parallel 36-inch potable water main and 24-inch reclaimed water main from J. Lawson Blvd. to Moss Park Rd via a combination of directional drill, jack and bore, and open-cut installation.		
b.	(1) TITLE AND LOCATION (City and State) JEa St. Johns Pkwy – Racetrack Rd to Espada Ln – 8" Reuse Line St. Johns, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2017 CONSTRUCTION (If applicable) 2019	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - The St. Johns Parkway Reuse Line Project is an 8-inch reclaimed water main project along the right-of-way (R/W) of St. Johns Parkway from Racetrack Road to Espada Lane in St. Johns County, FL. CPH will provide engineering services for preliminary design, final detailed design, permitting, estimating, and bid phase services for approximately 4,600 linear feet of 8-inch PVC DR 18 reclaimed water main. The overall length of the proposed water main route is 4,600 linear feet.		
c.	(1) TITLE AND LOCATION (City and State) OUC Permit Management Services Orlando, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION (If applicable) Varies Per Project	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - CPH is providing permit management services to Orlando Utilities Commission through a master services agreement. The services include oversight of required documents for submittal according to permitting department standards or City/County code. This documentation includes the applications and figures needed for each specific permit. Deliverables include the approved Right-of-Way or Engineering permit from the local governing agency. As part of the contract CPH coordinated Utility Notification Letters, submits/delivers right-of-way applications and supporting documents, discusses and addresses agency comments, and manages submitted permits via permitting departments tracking system.		
d.	(1) TITLE AND LOCATION (City and State) Toho Water Authority (Toho) Program Management Services (PMO) Kissimmee, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION (If applicable) 2027 (Est.)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - CPH is providing staff augmentation and Program Management Services for the Toho Water Authority's Utility Infrastructure Capital Improvement Program. Services include design management of consultant-assigned projects, acting as Toho staff to provide design reviews, project guidance, approvals, monitoring performance and schedules, conducting weekly meetings, and other technical consultation in the completion of projects under the program. Projects include pipelines, pump stations, and treatment plants associated with their water and wastewater systems. As part of the contract, CPH is providing staff services to oversee construction as well, including acting as owner's representative, construction manager, and full-time on-site inspector. The PMO contract includes providing design and permitting of assigned projects not assigned to a Toho Consultant.		
e.	(1) TITLE AND LOCATION (City and State) Iron Bridge Regional Water Reclamation Facility Grit Removal System Progressive Design-Build Orlando, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2014 CONSTRUCTION (If applicable) 2025 (Est.)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Utilities Engineer - CPH and Kiewit Water Facilities were awarded the Progressive Design-Build contract for the design and construction of grit removal facilities at the City of Orlando's 40.0 MGD ADF Iron Bridge Regional Water Reclamation Facility. The project included evaluation of the existing grit removal system, new technology recommendations, design of a Head Cell grit removal system, incorporation of Grit Cleanse classification units, RAS mixing scheme requiring no outside energy inputs, flow control system to evenly distribute flow to downstream treatment basins, yard piping improvements, electrical and I&C to support the grit removal improvements, and site improvements.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Mason Garberg, P.E.		13. ROLE IN THIS CONTRACT Hydraulic Modeling Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 13 Years	b. WITH CURRENT FIRM 13 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. in Environmental Engineering and Civil Engineering (double major), University of Central Florida				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL (No. 86595)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Orange City Septic to Sewer – Community Redevelopment Area: South Zone Orange City, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) TBD	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Hydraulic Modeling Engineer - To meet constraints and requirements of the FDEP and SJRWMD, Orange City obtained CPH's services to assist with the multi-phased conversion of residential, industrial, and commercial properties from septic tanks to a centralized sewer-collection system. CPH provided design and permitting services for the conversion of approximately 118 residential and commercial properties. The design included installation of 9,349 LF of 8" sanitary sewer pipe and 47 manholes at various depths; 118 sewer laterals with cleanouts; installation of 436 LF of 4" PVC force main; installation of 400 LF of 2" HDPE force main via directional drill; installation of 215 LF of 20" steel casing via jack and bore through FDOT R/W; and two, 6" water main relocations. Pipe installation will consist of open cut trench and jack and bore installation methods. The jack and bore is necessary to avoid open cutting a heavily traveled state road avoiding congestion and disruption to the public. Additionally, the design included removal and replacement of asphalt roadways, sidewalks, driveways, curbing, landscaping, and overall site restoration.				
b.	(1) TITLE AND LOCATION (City and State) Raw Water Supply Line and 30" Force Main Relocation Pembroke Pines, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Hydraulic Modeling Engineer - Project includes design of 1.1 miles of horizontal directionally drilled 30-inch HDPE raw water main from wellfield to water treatment plant for the City of Pembroke Pines. Design also includes pigging station for easy access to pig the system, by-pass valving, pigging discharge, and relocation of 600 LF of 30-inch DIP sewer force main.				
c.	(1) TITLE AND LOCATION (City and State) SSA-ESA 36" Water Main and 24" Reclaimed Water Main & J. Lawson Repump Station Project Orange County, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) 2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Hydraulic Modeling Engineer - CPH provided engineering services to OCU for the connection of the Southern Service Area to the Eastern Service Area with the potable water and reclaimed water system and repump station. These services included preliminary design report, final design, MOT design, survey, environmental assessment, geotechnical investigation, bidding, and construction administration. The project includes the installation of approximately 7 miles of parallel 36-inch potable water main and 24-inch reclaimed water main from J. Lawson Blvd. to Moss Park Rd via a combination of directional drill, jack and bore, and open-cut installation.				
d.	(1) TITLE AND LOCATION (City and State) Eatonville West and East Side Wastewater Improvements Eatonville, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Hydraulic Modeling Engineer - The project included replacement of portions of the Town's existing sanitary sewer system because of sewer backups and overflow issues. It was believed that the main cause of the problem was because the sanitary sewer pipes and manholes were constructed very shallow and had less than minimum slopes. In addition, much of the collection system was constructed in the 1940s and early 1950s of vitrified clay pipe and were susceptible to cracks and breaks. Specifically, the project included replacement of gravity sanitary sewer lines, service laterals and manholes, replacement and relocation of an existing lift station, abandonment of an existing force main, and the elimination of an existing lift station, and all road replacement and/or restoration necessary to complete the project. The project was bid in two phases, and CPH served as full-time resident project representative for the West and East Side Wastewater Improvements.				
e.	(1) TITLE AND LOCATION (City and State) Simpson Road 30" Water Main Project Kissimmee, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2016	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Hydraulic Modeling Engineer - For this project, TWA needed to extend a 30-inch water main from their Parkway Water Treatment Plant north along Simpson Road to just south of Boggy Creek Road. This phase of the Project consisted of approximately 5,300 LF of conventionally installed Ductile Iron 30-inch water main right-of-way, and 1,080 LF of 30-inch fusible PVC installed within 1,060 LF of directionally drilled 36-inch fusible PVC casing pipe across the Florida Turnpike.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Jose M. Ortiz, MCE, P.E.,S.E.	13. ROLE IN THIS CONTRACT Structural Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 27 Years	b. WITH CURRENT FIRM 10 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) M.E. in Structural Engineering, Cornell University B.S. in Civil Engineering, Recinto Universitario de Mayaguez, UPR		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL (No. 67920), PR (No. 17212)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Orlando Sanford International Airport Terminal Expansion Sanford, FL	2018	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Structural Engineer - The project included expansion of the terminal as well as extensive renovations to the existing passenger, security, and food service areas equaling 140,000 SF. The project included access improvements to the terminal area, addition of a new traffic signal, phasing and coordination with terminal management, airlines, and concessionaires. Additional coordination was required with Transportation Security Administration (TSA) on the new Consolidated Screening Area and with U.S. Customs and Border Patrol (CBP) for the Federal Inspection Station (FIS) improvements.		
b.	Bartow Public Works Administration and Solid Waste Administration Buildings Bartow, FL	Ongoing	TBD
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Structural Engineer - CPH is providing services to the City of Bartow for the development of new office buildings for the City's Public Works and Solid Waste Departments. The project includes the development of one main prototype and the site adaptation of that prototype for the second facility. CPH's services include due diligence/site investigation, conceptual planning, design, permitting, and bidding support of the proposed buildings. The total improvements include 8,000 SF of new buildings (4,000-SF prototype/public works building and 4,000-SF site adaptation/solid waste administration building). As a part of the project, CPH's team developed a masterplan for each site, including assessment of the existing structures on each project site to develop a master phasing and future expansion plan for each facility. CPH provided an assessment of the adequacy of parking, utilities, and development guidelines for each site. CPH services included site survey, environmental and ecological surveys, programming, conceptual design, design development/construction documents and permitting.		
c.	Englewood Warehouse & Maintenance Office Englewood, FL	2016	2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Structural Engineer - This is a new facility, for Englewood Water District, that consists of a new, 22,200-SF maintenance warehouse and office building. This project is primarily a pre-engineered metal building with a masonry wainscot along the main entrance. This facility will store non-combustible material. The office component is approximately 10,000 SF and the remaining area is in the warehouse. The walls are metal panel, and the roof will be standing seam. All associated structural, civil, mechanical, plumbing, and electrical engineering is included.		
d.	OUC Warehouse Expansion and Improvements Design-Build Orlando, FL	2016	2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Structural Engineer - The project consisted of a new, 9,506-SF pre-engineered metal building warehouse addition that ties into the existing warehouse building for the Orlando Utilities Commission. This facility stores non-combustible material. This project also includes a new pre-manufactured modular structure located within the existing warehouse. This serves as the new breakroom and restrooms for the facility. All associated structural, mechanical, electrical, and civil engineering is included within the design.		
e.	Monroe County Fire Station – Cudjoe Key Monroe County, FL	2018	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Structural Engineer - Pre-design phase/programming, schematic design, design development, construction documents, bidding and permitting assistance, and construction administration for a new 7,500-SF fire station on Cudjoe Key. The overall project included three drive-thru bays, native landscape materials requiring minimum irrigation, workout room, large kitchen, outdoor spaces for building users, roof materials with high solar reflectance, hurricane-resistant glazing, door and roof systems, building insulation with high R-value, low-E glazing system, site lighting and interior lighting with LED fixtures, HVAC equipment with high efficiency, water heaters with high efficiency, construction waste control and recycling, flood protection, and a diesel generator.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Matthew Cushman, P.E.		13. ROLE IN THIS CONTRACT Transportation Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 19 Years	b. WITH CURRENT FIRM 18 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. in Aerospace Engineering, Embry-Riddle Aeronautical College				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, FL (No. 73150) Advanced Maintenance of Traffic Traffic Signal Inspector Level I, IMSA Certified - FL	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Cape Coral SE 47th Terrace Complete Street Improvements Cape Coral, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Engineer - The project included reconstruction of an existing roadway to conversion to a complete street and the creation of a downtown district. The improvements included sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming, including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, ADA improvements, and drainage modifications/upgrades. CPH also designed the utility upgrades/modifications, including a new upsized water main, new force main, and a new reclaimed water main. Design services also included modifications to the City's Club Square, such as added sidewalks, bio-retention swales, entrance feature, ADA improvements, landscaping, and streetlights.				
b.	(1) TITLE AND LOCATION (City and State) DeLand Roundabout DeLand, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Engineer - Design and analysis services for the construction of a multi-lane roundabout along US 17-92. As one of the first multi-lane roundabouts on a State Road in Florida (1st in District 5), the design team worked closely with FDOT District 5 and the FDOT Central Office to design and permit this intersection to service a Commercial Development along a very congested corridor.				
c.	(1) TITLE AND LOCATION (City and State) US 17-92 RiverWalk, Phase II - III (FDOT LAP) Sanford, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2013	CONSTRUCTION (If applicable) 2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Engineer - Phase II - The FDOT LAP project included 1.5 miles of 10-14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.				
d.	(1) TITLE AND LOCATION (City and State) Bay County Sidewalk Design (FDOT LAP) – Frankford Avenue Bay County, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2015	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Engineer - CPH provided engineering services for the design of sidewalks along Frankford Avenue from 16th Street to 23rd Street (0.90 miles). The project was funded with FHWA funds (FPID 435256-1-38-01) provided through Local Agency Program (LAP) agreement with FDOT D3. Services provided included 3D laser scanning, design and permitting, utility coordination, public involvement, bid phase services, multi-agency coordination, and swale analysis.				
e.	(1) TITLE AND LOCATION (City and State) US 17-92 RiverWalk, Phase II - III (FDOT LAP) Sanford, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2013	CONSTRUCTION (If applicable) 2015 (Phase II) 2021 (Phase III)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Stormwater Engineer - Phase II - The FDOT LAP project included 1.5 miles of 10-14-ft-wide trail, replacement of 5,500 feet of seawall along Lake Monroe, trailhead parking, a prefabricated pedestrian bridge over Mill Creek, hardscaping, landscaping, and lighting. Phase III - CPH provided planning, survey, and design services for a new 1.7-mile, 12-ft-wide trail that was part of a multi-phase project funded through a joint partnership with FDOT. This project followed the complete streets design elements with the provision of a multi-use trail, roadway safety improvements, traffic-calming design, roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, way-finding design, pedestrian mid-block crossings (rectangular rapid flashing beacons), traffic studies, survey, and wetland mitigation.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Galen Pugh, RLA, AICP		13. ROLE IN THIS CONTRACT Landscape Architect		14. YEARS EXPERIENCE	
				a. TOTAL 35 Years	b. WITH CURRENT FIRM 3 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.A. Landscape Architecture, Louisiana State University				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Registered Landscape Architect - FL (No. LA 1522)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) CPTED Course Completion Certified Planner (AICP)					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Wedge Preserve Park Parkland, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) 2026 (est.)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Landscape Architect - Planning, design, permitting, and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.				
b.	(1) TITLE AND LOCATION (City and State) Bartow Public Works Administration and Solid Waste Administration Buildings Bartow, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) TBD	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Landscape Architect - CPH is providing services to the City of Bartow for the development of new office buildings for the City's Public Works and Solid Waste Departments. The project includes the development of one main prototype and the site adaptation of that prototype for the second facility. CPH's services include due diligence/site investigation, conceptual planning, design, permitting, and bidding support of the proposed buildings. The total improvements include 8,000 SF of new buildings (4,000-SF prototype/public works building and 4,000-SF site adaptation/solid waste administration building). As a part of the project, CPH's team developed a masterplan for each site, including assessment of the existing structures on each project site to develop a master phasing and future expansion plan for each facility. CPH provided an assessment of the adequacy of parking, utilities, and development guidelines for each site. CPH services included site survey, environmental and ecological surveys, programming, conceptual design, design development/construction documents and permitting.				
c.	(1) TITLE AND LOCATION (City and State) Monroe County – Rockland Key Fleet Management Facility Monroe County, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) 2026 (est.)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Landscape Architect - Monroe County required a new Fleet Management Facility for their Public Works and other departments to maintain their fleet of vehicles. CPH has designed three new structures as part of the facility. The primary building includes a two-story Fleet Management administrative area with office spaces, workstations, a customer service area, employee break rooms, and support spaces. In addition, there is a one-story high, 10-bay repair garage with mezzanine storage, a welding room, a tire-change room, and oil/chemical storage room complete the main building. A crane rail is incorporated into 60% of the repair garage space for vehicle and equipment lifting. The site will also include a two-pump fueling station with decorative standing-seam metal roofing canopy to allow the county fleet to fuel their vehicles on site. The facility also includes a one-story vehicle wash building with capability to recycle the wash water on site. The design incorporates a "Key West aesthetic" using decorative form-liner, tilt-up, concrete construction, painted field and accent features, and a standing-seam metal roofing for this new facility. CPH is providing full-service architecture, master planning, interior design, civil/site design, landscape architecture, structural engineering, and MEP engineering services for the facility. The design will be completed in Q3 2024 and construction is anticipated to be completed in 2025.				
d.	(1) TITLE AND LOCATION (City and State) Casselberry Wirz Park Planning & Design Casselberry, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A (Conceptual Design Only)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Landscape Architect - Planning, conceptual design, and final design for the reinvestment and updating of Wirz Park to convert the facility into a regional facility with multiple uses. The team provided the project in two phases, with the first phase focused on a master plan with an estimated budget. To develop the master plan, the team held multiple design charrettes and public workshops to establish the vision for the updated facility, as well as garner public support. The project documents and funding were then placed as part of a voter referendum, and after approval CPH provided final design for the park. As part of the overall park the new design included a new entrance, relocation of maintenance building, expansion of the existing community building, new outdoor terrace, event patio with 20' x 20' pavilion, splash pad, zero-entry pool with interactive features, 5-lane/25-meter pool, shade structures, volleyball courts, basketball courts, playground, and trail upgrades.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME David A. Landers		13. ROLE IN THIS CONTRACT Environmental Scientist		14. YEARS EXPERIENCE	
				a. TOTAL 30 Years	b. WITH CURRENT FIRM 18 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. in Zoology, University of South Florida B.A. in Russian, University of South Florida			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Qualified Stormwater Management Inspector FDOT Certified, Water Quality Impact Evaluator Prescribed Fire Course SSI Advanced Open Water SCUBA Diver ISA Certified Arborist Authorized Gopher Tortoise Agent (No. GTA-15-00035) Qualified Stormwater Management Inspector		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Turtle Beach Park Site Improvements Sarasota, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Environmental Scientist - CPH worked with Sarasota County to design and permit site improvements and amenities at Turtle Beach Park. CPH provided Sarasota County with site planning, engineering, permitting, landscape design, environmental, and bidding/construction administration services. The improvements included a canoe and kayak launching facility, playground facility, gazebo, multiple pavilion structures, parking lot expansion, and new sidewalks to connect the new amenities to the existing site amenities. Many of the improvements were seaward of the Coastal Construction Control Line. Additionally, several of the improvements were adjacent to Blind Pass Lagoon, where Water Course Buffer requirements and a sensitive Environmental Ecosystem are crucial to the unique design and associated permitting.				
b.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch Park Improvements Bradenton, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable) 2014	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Environmental Scientist - CPH provided Manatee County design services for park improvements. The proposed improvements included the addition of new buildings, trails, pavilions, playgrounds, and parking areas. A new "park plaza" is the focal point of the park and helps tie the existing amenities to the improvements. CPH also provided a master plan update of the park, including vehicular and pedestrian upgrades, park plaza, pavilions, and other upgrades to merge the existing park with the proposed park amenities.				
c.	(1) TITLE AND LOCATION (City and State) Blind Pass Park Improvements Sarasota, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2011	CONSTRUCTION (If applicable) 2012	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Environmental Scientist - CPH was retained by Sarasota County for site planning, engineering, environmental services, permitting, bidding, and construction administration services for improvements at Blind Pass Park. Improvements included construction of a new restroom, with ADA parking and access, sidewalks, water lines, stormwater treatment system, and a new septic drain field for Blind Pass Park, located on the barrier island of Manasota Key at 6725 Manasota Key Road, in Sarasota, Florida.				
d.	(1) TITLE AND LOCATION (City and State) Manasota Beach Park Restroom and Concession Stand Sarasota, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2011	CONSTRUCTION (If applicable) 2012	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Environmental Scientist - CPH was retained by Sarasota County for site planning, engineering, environmental services, permitting, bidding and construction administration services. Project included construction of a new restroom and multi-purpose building, with ADA parking and access, stormwater treatment system, and new septic system for Manasota Beach Park. The project incorporated green building practices and the site plan needed to work with existing architectural elements as well as the beautiful view of the beach enjoyed by vehicles approaching the park.				
e.	(1) TITLE AND LOCATION (City and State) Manatee County- Kingfish Boat Ramp Manatee County, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Environmental Scientist - CPH is providing redevelopment of existing Kingfish Boat Ramp to include replacement/addition of boat ramp single launch lanes, paving of gravel parking lot, reconfiguration of parking area and additional trailer parking spaces, addition of a stormwater management facility, new dock/pile system, and new sea wall. The redevelopment will substantially increase opportunity for tourism and economic development in the area by providing access to coastal waters for the opportunity of experiencing Florida's iconic sportfishing and wildlife. Innovative techniques used to design the seawall: wave action against seawall, dock, and boat ramp were modeled using computational fluid dynamics and numerical modeling software to determine the necessary reinforcement of the structures.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Brandan DeCaro, R.A.		13. ROLE IN THIS CONTRACT Project Manager		14. YEARS EXPERIENCE	
				a. TOTAL 44 Years	b. WITH CURRENT FIRM 2 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Architecture, College of Architecture & Planning - Muncie, IN, Ball State University B.S. in Environmental Design, College of Architecture & Planning - Muncie, IN, Ball State University				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida License No. AR 0013957	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Wedge Preserve Park Parkland, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2025	CONSTRUCTION (If applicable) 2026 (est.)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Architect - Planning, design, permitting, and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds. Mr. DeCaro is the Project Manager for the three (3) buildings, which include a 7,000 SF Community Center, Restroom Building, and Pre-Engineered Metal Maintenance Building. The Community Center features a multipurpose Banquet Hall, overlooking the manmade lake.				
b.	(1) TITLE AND LOCATION (City and State) Monroe County – Rockland Key Fleet Management Facility Monroe County, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2025	CONSTRUCTION (If applicable) 2026 (est.)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Project Manager - Monroe County required a new Fleet Management Facility for their Public Works and other departments to maintain their fleet of vehicles. CPH has designed three new structures as part of the facility. The primary building includes a two-story Fleet Management administrative area with office spaces, workstations, a customer service area, employee break rooms, and support spaces. In addition, there is a one-story high, 10-bay repair garage with mezzanine storage, a welding room, a tire-change room, and oil/chemical storage room complete the main building. A crane rail is incorporated into 60% of the repair garage space for vehicle and equipment lifting. The site will also include a two-pump fueling station with decorative standing-seam metal roofing canopy to allow the county fleet to fuel their vehicles on site. The facility also includes a one-story vehicle wash building with capability to recycle the wash water on site. The design incorporates a "Key West aesthetic" using decorative form-liner, tilt-up, concrete construction, painted field and accent features, and a standing-seam metal roofing for this new facility. CPH is providing full-service architecture, master planning, interior design, civil/site design, landscape architecture, structural engineering, and MEP engineering services for the facility. The design will be completed in Q3 2024 and construction is anticipated to be completed in 2025.				
c.	(1) TITLE AND LOCATION (City and State) Monroe County – Tavernier Fire Station Hardening Monroe County, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) 2026 (est.)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Architect - Monroe County received a federal grant for hardening their existing Fire Station #22, located in Tavernier, Florida. The hardening grant includes repairs/ replacement of electrical systems, a new generator, improving the structural integrity against storms, replacing lighting with LED lights, replacing bay doors, tying down AC units against hurricane wind speeds, and improving/replacing the windows to increase the resiliency of the entire building. CPH is performing the environmental study required for compliance with the grant, grant coordination, design, permitting, along with bid and construction phase services.				
d.	(1) TITLE AND LOCATION (City and State) Capital Improvement Projects - Senior Project Manager Coral Gables, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2021 (est.)	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Senior Project Manager - Five unique neighborhood passive parks located in different residential areas throughout Coral Gables. The parks offered different features such as playgrounds, unique landscaping, walking paths, lighting, and sculptures. *completed prior to joining CPH Consulting, LLC				
e.	(1) TITLE AND LOCATION (City and State) City Hall Municipal Complex Miami Gardens, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2011	CONSTRUCTION (If applicable) 2014	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Director of Capital Improvement Projects - Developed the program and managed the design and construction for the \$44,000,000 municipal complex, which included a 68,000 SF City Hall with Council Chambers. 57,000 SF Police Headquarters, a Mechanical Building and 424 space Parking Garage. *completed prior to joining CPH Consulting, LLC				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Christopher DeWaal, P.E., LEED AP	13. ROLE IN THIS CONTRACT M/E/P Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 31 Years	b. WITH CURRENT FIRM 4 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL			
16. EDUCATION (DEGREE AND SPECIALIZATION) M.E.M. in Engineering Management, Kansas State University M.S. in Electrical Engineering, Kansas State University B.S. in Electrical Engineering, Michigan Technological University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer - FL (No. 58964)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) LEED Accredited Professional			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Apopka - Public Services Department Fleet Facility Design Apopka, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) TBD
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: MEP Engineer - The purpose of this project is to provide programming, schematic design, and final design services for a new Fleet Services Building located at the Public Services Department's facilities at 748 East Cleveland Street. The building is anticipated to be a single story, 20,000-SF facility with multiple drive-through service bays, offices, breakroom, parts storage, and bathrooms. The project goal is to develop a building layout that accommodates the City's fleet service requirements and to do so in a manner that is coordinated with the City's Facility Master Plan that was completed by CPH.		
b.	(1) TITLE AND LOCATION (City and State) Camp Helen State Park Administration Building Panama City Beach, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) TBD
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: MEP Engineer - The Florida Department of Environmental Protection needed a new expanded administration building for the Camp Helen State Park in Panama City, FL. CPH was selected to design the new one-story, 2,215-SF facility to house an expanded interpretive center, a new reception/gift shop space, new administrative offices, and a staff breakroom. The new facility design is also being designed to be fully accessible. In addition, CPH designed an ADA accessible path from the main parking lot down to the beach access.		
c.	(1) TITLE AND LOCATION (City and State) Bartow Public Works Administration and Solid Waste Administration Buildings Bartow, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) TBD
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: MEP Engineer - CPH is providing services to the City of Bartow for the development of new office buildings for the City's Public Works and Solid Waste Departments. The project includes the development of one main prototype and the site adaptation of that prototype for the second facility. CPH's services include due diligence/site investigation, conceptual planning, design, permitting, and bidding support of the proposed buildings. The total improvements include 8,000 SF of new buildings (4,000-SF prototype/public works building and 4,000-SF site adaptation/solid waste administration building). As a part of the project, CPH's team developed a masterplan for each site, including assessment of the existing structures on each project site to develop a master phasing and future expansion plan for each facility. CPH provided an assessment of the adequacy of parking, utilities, and development guidelines for each site. CPH services included site survey, environmental and ecological surveys, programming, conceptual design, design development/construction documents and permitting.		
d.	(1) TITLE AND LOCATION (City and State) Wedge Preserve Park Parkland, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2025	CONSTRUCTION (If applicable) 2026 (est.)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: MEP Engineer - Planning, design, permitting, and construction administration for the development of a new regional community park. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.		
e.	(1) TITLE AND LOCATION (City and State) Leesburg Teen Center Leesburg, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: MEP Engineer - A 10,000-SF addition to an existing recreation center, the Leesburg Teen Center is multi-use facility that houses afterschool programs for youths ages 5-18. The programs are operated by the Boys & Girls Club of Central Florida and the building includes game rooms, computer labs, art and music spaces, offices, and a food preparation space. The addition also serves as a re-imaging of the main entry into the existing recreation center. The addition is organized functionally to separate the spaces by age groups, with the teens located to the rear of the spaces and the younger children at the front. Both age groups have exterior dining and activity patios to extend the opportunities for learning and engagement beyond the interior confines of the facility.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Thomas J. Galloway, PSM		13. ROLE IN THIS CONTRACT Surveyor		14. YEARS EXPERIENCE	
				a. TOTAL 34 Years	b. WITH CURRENT FIRM 23 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. in Surveying and Mapping, University of Florida				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Surveyor & Mapper - FL (No. 6549) NCEES Council No. 1291	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) OUC Warehouse Expansion and Improvements Design-Build Orlando, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) 2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Surveyor - The project consisted of a new, 9,506-SF pre-engineered metal building warehouse addition that ties into the existing warehouse building for the Orlando Utilities Commission. This facility stores non-combustible material. This project also includes a new pre-manufactured modular structure located within the existing warehouse. This serves as the new breakroom and restrooms for the facility. All associated structural, mechanical, electrical, and civil engineering is included within the design.				
b.	(1) TITLE AND LOCATION (City and State) DeBary Public Safety Complex DeBary, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2014	CONSTRUCTION (If applicable) 2015	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Surveyor - CPH provided architectural design and construction documents for a 5,600-SF Public Safety Complex, including offices and operational facilities for local law enforcement. The style of the building uses colonial detailing with a "temple front" façade, divided light windows, pitched roof, stone wainscot, and white trims. CPH also provided site civil and master planning for future development. The project included meeting/training rooms, bill payment/secured entry, server and backup systems, offices, and holding cells. Due to the high security need, areas included bullet-proof glass and monitored access.				
c.	(1) TITLE AND LOCATION (City and State) Orlando Sanford International Airport Terminal Expansion Sanford, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2018	CONSTRUCTION (If applicable) 2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Surveyor - The project included expansion of the terminal as well as extensive renovations to the existing passenger, security, and food service areas equaling 140,000 SF. The project included access improvements to the terminal area, addition of a new traffic signal, phasing and coordination with terminal management, airlines, and concessionaires. Additional coordination was required with Transportation Security Administration (TSA) on the new Consolidated Screening Area and with U.S. Customs and Border Patrol (CBP) for the Federal Inspection Station (FIS) improvements.				
d.	(1) TITLE AND LOCATION (City and State) IAA Specialty Parking Lot Relocation Sanford, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2012	CONSTRUCTION (If applicable) 2013	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Surveyor - In conjunction with land acquisition measures for the extension of Runway 9L-27R at Orlando Sanford International Airport, the relocation of parking areas was required as part of the land acquisition measures for the property. CPH had previously prepared three parking expansions for the IAA property and was selected in conjunction with IAA and the Sanford Airport Authority to perform the design of the relocation. CPH was tasked with the design and permitting of the 3.35-acre parking area with a wet retention pond. Site challenges required creative permitting solutions with the crossing of an existing stormwater pond for access, and the creation of a wet detention pond around an existing wetland. No impacts to the wetlands were included in the design, but impacts to upland cut ditches were included but did not require mitigation. CPH provided surveying, environmental, and civil engineering design services for the parking area as well as RPR services during construction.				
e.	(1) TITLE AND LOCATION (City and State) Runway 9L-27R Extension Sanford, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2010	CONSTRUCTION (If applicable) 2013	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Surveyor - CPH was tasked with the surveying, design, permitting, and bidding of a 1,400 LF extension from 9,600 LF to 11,000 LF of the Orlando-Sanford International Airport's main commercial runway as part of our continuing services contract with the Sanford Airport Authority. CPH was responsible for the project management, surveying, utility relocates, perimeter security roadway, stormwater management system design/permitting, public roadway closure/access remedy, and fencing plan. CPH's team was also responsible for airfield and taxiway design, airfield lighting, NAVAIDS relocation, MALSR relocation, and Localizer/Glideslope relocation. CPH also provided post-design services including construction project management, inspection service, and project closeout assistance, as well as coordination with the FAA representatives, contractor questions, and construction document compliance.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Clint T. Iannotti		13. ROLE IN THIS CONTRACT CEI		14. YEARS EXPERIENCE	
				a. TOTAL 28 Years	b. WITH CURRENT FIRM 26 Years
15. FIRM NAME AND LOCATION (City and State) CPH Consulting, LLC Fort Myers, FL					
16. EDUCATION (DEGREE AND SPECIALIZATION) Architectural/Structural AutoCAD Diploma, St. Augustine Technical Center				17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) CTQP Final Estimates, Level I & II Advanced Maintenance of Traffic Intermediate Maintenance of Traffic Qualified Stormwater Management Inspector Critical Structures Construction Issues Course	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) N/A					
19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) City of Sanford - Downtown Lift Station & Vacuum Sanford, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2024	CONSTRUCTION (If applicable) 2025	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Inspector - CPH provided design and construction services. This project consists of installing two new lift stations that will replace two existing vacuum pits and converting one existing vacuum pit to a gravity manhole with all associated piping, fittings, and control panels. Challenges with this project include coordination with multiple prominent business owners and tight alleyways full of existing underground utilities.				
b.	(1) TITLE AND LOCATION (City and State) OUC-Watermain Replacement Design, Hughey Avenue, Division Avenue, & Garland Avenue Orlando, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2024	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Inspector - The project included 5,300 LF of 20-inch DIP water main to replace the existing 24-inch water main along Hughey Avenue from Livingston Street to just north of South Street and along Division Avenue from just north of Anderson Street to Gore Street. This project also included installation of approximately 1,000 LF of DIP water main to replace the existing 24-inch water main along Garland Avenue from Washington Street to Robinson Street and along Washington Street from Garland Avenue to Hughey Avenue. Also, the abandonment of approximately 700 LF of 24-inch water main on Garland Avenue from Robinson Street to Livingston Street.				
c.	(1) TITLE AND LOCATION (City and State) SR 46 Utility Relocations Sanford, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) 2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Inspector - CPH provided design, permitting, and CEI services for the relocation of existing utilities along a 2.7-mile stretch of SR 46 between Mellonville Ave. and SR 415 in the City of Sanford, Florida. The overall project included 10,100 ft of new 12-inch water main; 675 ft of new 6-10-inch water main; 4,200 ft directional drill 12-inch water main; 8,100 ft of new 6-8-inch force main; 900 ft directional drill 6-8-inch force main; 1,590 ft of new 10-inch sanitary sewer and manholes; 2,350 ft of new 20-inch reclaimed water main; one new Master Meter Assembly; and the removal of approximately 26,900 ft of existing water main, force main, sanitary sewer, and reclaimed water main.				
d.	(1) TITLE AND LOCATION (City and State) Palm Coast WWTP No. 2- AWT MBR Bay County, FL		(2) YEAR COMPLETED		
			PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE PROJECT INCLUDED: Inspector - CPH designed the City of Palm Coast WWTP No. 2. The WWTP No. 2 provides advanced treatment of wastewater (AWT) using the Membrane Bioreactor (MBR) technology. The process includes pre-treatment, flow equalization basins, anaerobic basins, pre-anoxic basins, aeration basins, post-anoxic basins, MBR basins, disinfection basins, and sludge dewatering. The reclaimed water will be reused as much as possible for irrigation of the residential, commercial, and other public accessible areas. The plant is rated at an initial capacity of 2.0 MGD expandable to 6.0 MGD. CPH has assisted the City in obtaining an SRF loan for the construction of the WWTF No. 2, the associated sewage force main/pump station, and the reclaimed water backup discharge system. CPH designed and permitted a wetlands discharge system for backup and wet weather disposal along with a regional reclaimed water system serving throughout the City and performed all CEI services during the construction.				

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

1

21. TITLE AND LOCATION (City and State) Continuing Services Contract – Riverwood Community Development District Englewood, FL		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2013	CONSTRUCTION (If applicable) 2016
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Riverwood Community Development District	b. POINT OF CONTACT NAME Justin Faircloth, CAM, CDM, District Manager	c. POINT OF CONTACT PHONE 239.785.0675	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>CPH held a continuing services contract with the Riverwood CDD located in Englewood, FL from 2013 to 2016. CPH provided services under our contract with the Riverwood CDD for projects that include:</p> <p>Stormwater and Lake Assessment - CPH was responsible for conducting inspections and the analysis of stormwater management systems, lakes, and wetland preserve areas. Considerations included permit compliance, proper system function and safety, and aesthetic concerns for the residents and the District. Resulting assessment reports included identification and documentation of problems or concerns along with options and recommendations for corrective action, priorities and cost estimates for budgeting purposes. Also included are recommended routine maintenance actions, schedules, and budgets.</p> <p>2015 Resurfacing Project - CPH designed the micro-surfacing of approximately 31,129 LF (5.9 miles) of residential roadway within the Riverwood Community. The project included the installation of various FDOT curb and gutter types to improve drainage. The project also included the installation of various FDOT sidewalks, curb ramps, and detectable warning devices that adhere to current ADA requirements. Signing and pavement markings that meet current criteria were also part of the project scope.</p> <p>Signal Improvement Plans for Charlotte County at S.R. 776 & Riverwood Drive - CPH designed traffic signalization at the previously unsignalized intersection of S.R. 776 and Riverwood Drive. This plan was put together based on behalf of the Riverwood CCD organization, and not the FDOT or Charlotte County. First, CPH performed traffic studies to determine the signal timing required, as well as verify that the queue length was adequate at the existing turn lanes for a left-turn protected only movement on SR-776, as required by FDOT District 1 requirements. CPH also performed the survey of the intersection for the project. Afterwards, the signalization plans that were prepared included adding three mast-arm structures, lengthening the existing northbound turn lane on SR-776 to provide adequate queue length, and adding a marked crossing with pedestrian signals across the southern approach to the intersection on SR-776.</p> <p>Hydraulic Modeling Services (Potable Water & Irrigation Water Systems) - CPH created a hydraulic model of Riverwood CDD's existing potable water and irrigation water systems. Our report provided a spring-board for the appropriate future upgrades to resolve the CDD's water related concerns. The report provided ways for the CDD to improve potable water quality (e.g., pipe looping options and pigging/cleaning of the interior pipe walls). Increasing pressure to the homes was addressed and CPH recommended for an additional interconnect with Charlotte County Utilities was made. The irrigation system recommendations included a watering schedule and consideration of increasing pumping capacities, if needed.</p> <p>Community Center Building Evaluation - CPH was responsible for the evaluation of the existing activity center for mold, leaks, as well as upgrades and modification of the HVAC and electrical system. CPH prepared cost estimates for suggested repairs and provided recommendations for design improvements.</p>			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

2

21. TITLE AND LOCATION (City and State) Continuing Services Contract – Dunes Community Development District Palm Coast, FL		22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> PROFESSIONAL SERVICES Ongoing since 2012 </td> <td style="width: 50%; vertical-align: top;"> CONSTRUCTION (if applicable) Ongoing since 2012 </td> </tr> </table>		PROFESSIONAL SERVICES Ongoing since 2012	CONSTRUCTION (if applicable) Ongoing since 2012
PROFESSIONAL SERVICES Ongoing since 2012	CONSTRUCTION (if applicable) Ongoing since 2012				
23. PROJECT OWNER'S INFORMATION					
a. PROJECT OWNER Dunes Community Development District	b. POINT OF CONTACT NAME Tim Sheahan, P.E., Utility Manager	c. POINT OF CONTACT PHONE 386.445.9045			
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) <p>CPH has provided services under our continuing contract with the Dunes Community Development District for projects that include:</p> <p>Miscellaneous Mapping/Drafting Services – Conversion of the District's existing AutoCAD drawings into multiple 11 x 17 sheets also suitable for 24 x 36 reproduction; revised formatting items as appropriate for the drawing scale ensuring a clear and legible final product.</p> <p>Filter Line Design & Permit Preparation – Design and permit preparation for a filter line extension of approximately 150 LF from the existing sequencing batch reactors to the existing filters to increase reliability and redundancy at the District's existing wastewater treatment plant.</p> <p>Hammock Dunes & Camino Del Mar Parkway Milling and Resurfacing Design, Bidding & Construction Assistance – Design, bidding, and construction assistance services associated with the mill and resurface of the asphalt portions of the bridge approaches to the Hammock Dunes Bridge and Camino Del Mar Parkway, including the intersection of Camino Del Mar Parkway and Hammock Dunes.</p> <p>Computer Model Development for a Reclaimed Water Interconnect Between the Dunes and the City of Palm Coast – Development of a hydraulic model of a reclaimed water interconnect between DCDD and the City of Palm Coast.</p> <p>Reclaimed Water Computer Model Development – Development of a hydraulic model of the reclaimed water distribution system.</p> <p>Design, Permitting, Bidding, and Construction Services for Water Supply Wells – Design and permitting for a new potable water supply well (5W) and replacement of wells 1W and 2W with a new non-potable well, 6W; abandonment of wells 1W and 2W after new well 6W placed on line.</p> <p>Water and Wastewater Facilities Review and Capacity Analyses – CPH was awarded Engineering Services for the Water and Wastewater Facilities Review Project with the Dunes Community Development District. The District owns and operates a 500,000-gallon-per-day wastewater treatment plant, a reclaimed water pump station, and a 720,000-gallon-per-day water treatment plant. The services provided include: (1) Water Treatment Plant Capacity Analysis Report; (2) Water Treatment System Evaluation; (3) Wastewater Treatment Plant Capacity Analysis report; (4) Wastewater Treatment System Evaluation. As part of the services, CPH also made recommendations on process selection and schedule for implementation in order to continue to serve the District's customers.</p> <p>Reclaimed Water Storage Ponds No. 1 and 4 Liner Replacement - CPH prepared the package for soliciting bids to place the liners of the reclaimed water storage ponds No.1 and 4, including plans, specifications, bid package, bidding addendums, bid evaluation, and award.</p> <p>Construction Engineering and Inspection Services for Pond Liner Project – Construction engineering services during construction of a project involving removal and replacement of pond liners inside existing effluent storage ponds 1 and 4 located at the District's WWTP facility; observation of work for compliance with plans and specifications provided on a consistent basis.</p> <p>WWTP Expansion - CPH was selected to provide planning, design, and permitting services for the Dunes WWTP improvements. The current Dunes WWTP includes three SBR trains (0.125 MGD, 0.125 MGD, and 0.25 MGD, respectively) for a total capacity of 0.5 MGD. The engineering design services CPH provided include: addition of equalization basin for the existing treatment facility and the new expansion; SBR treatment process expansion; aerobic digester improvements; sludge thickening improvements; and addition of men's and women's restrooms and a storage room. CPH is responsible for reviewing the existing conditions and the infrastructures, and developing the best approaches for the Dunes WWTP improvements.</p>					
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT					
a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

3

21. TITLE AND LOCATION (City and State) Sarasota Parks Projects Sarasota, FL		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2010	CONSTRUCTION (If applicable) 2011
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Sarasota County	b. POINT OF CONTACT NAME Kim Humphrey, LEED AP, PMP, GGP, FMP, FMA, CGC	c. POINT OF CONTACT PHONE 941.549.4549	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

The Caspersen Beach Park Improvements included the addition of two new restrooms. CPH provided the following services: site planning, engineering, environmental services, permitting, and bidding/construction administration services. The project includes approximately 4100 LF of new 4" watermain and 3100 LF of 2" forcemain with two lift stations and a new watermain for Caspersen Beach Park. The project also included the addition of new ADA parking and access, sidewalks, and stormwater treatment system. Work included investigation of site constraints, modeling of projects water and wastewater, analysis of existing lift stations, preparing a water study based on similar projects, development of Low Impact Design (LID) elements including two rainwater collection cisterns, stormwater engineering, and site improvements.

For the Blind Pass Park Project services included site planning, engineering, environmental services, permitting, bidding and construction administration services for construction of a new restroom, with ADA parking and access, sidewalks, water lines, stormwater treatment system and a new septic drain field for Blind Pass Park, located on the barrier island of Manasota Key at 6725 Manasota Key Road, in Sarasota, Florida. Initial work included investigation of site constraints, establishing the client's program needs for the site and developing a preliminary site plan. The constraints analysis included aspects such as coastal construction regulations, flood elevations, protected species survey, wetland and protected habitat delineation, and geotechnical investigation.

CPH provided site planning, engineering, environmental services, permitting, bidding and construction administration services for the Manasota Beach Park Restroom and Concession Stand. The improvements included construction of a new restroom and multi-purpose building, with ADA parking and access, stormwater treatment system, and new septic system. Initial work included investigation of site constraints, establishing the client's needs for the site and developing a preliminary site plan. The constraints analysis included aspects such as coastal construction regulations, flood elevations, protected species survey, wetland and protected habitat delineation, and geotechnical investigation. The project incorporated green building practices and the site plan needed to work with existing architectural elements as well as the beautiful view of the beach enjoyed by vehicles approaching the park. CPH worked with the County to establish and use "branding elements" that are unique to Sarasota County Beach Parks. In addition to restrooms, the facility incorporated a concession building, lifeguard break room/treatment room and a work station for local law enforcement.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT


a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime
----	--------------------------------------	--	-------------------

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

4

21. TITLE AND LOCATION (City and State) Manatee County- Kingfish Boat Ramp Manatee County, FL		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) Ongoing (On Hold for Funding)
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Manatee County	b. POINT OF CONTACT NAME Angela Honts, PMP	c. POINT OF CONTACT PHONE 941.748.4501	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>Redevelopment of existing Kingfish Boat Ramp owned and maintained by Manatee County Parks and Natural Resources. The proposed improvements include replacement/addition of boat ramp single launch lanes, paving of gravel parking lot, reconfiguration of parking area and additional trailer parking spaces, addition of a stormwater management facility, new dock/pile system, and new sea wall. The project is proposed to be completed in two phases. The first phase will consist of parking lot, sea wall/dock, stormwater, and boat ramp improvements within the existing project boundary. The second phase of the project will consist of parking lot improvements that will expand into a new project boundary with additional area provided by FDOT SR64 improvements. Overall, the project is very personal to the local residential and fishing community on the west coast of Florida, with users ranging from Tampa down to North Sarasota. The boat ramp provides excellent access to inshore fishing grounds and the open waters of the Gulf of Mexico (Skyway Bridge), making it the most popular destination for private and charter boats within Manatee County. The redevelopment will substantially increase opportunity for tourism and economic development in the area by providing access to coastal waters for the opportunity of experiencing Florida's iconic sportfishing and wildlife. Innovative techniques used to design the seawall: wave action against seawall, dock, and boat ramp were modeled using computational fluid dynamics and numerical modeling software to determine the necessary reinforcement of the structures.</p> <p>Unique Challenges:</p> <ul style="list-style-type: none"> • Coordination with FDOT to maximize boat ramp improvements and avoid conflicts with proposed SR 64 roadway and bridge improvements. Including increasing property boundaries (currently Manatee County leases property from FDOT). • Coordination with FDOT to maximize stormwater treatment efficiency with joint pond system serving roadway and Kingfish Boat Ramp improvements • Addition of stormwater treatment system to capture run-off from project site that is flat and currently runs-off into Jones Bayou • Coordination with City of Holmes beach Mayor and Staff for local preferences, such as preserving Austrailian Pine Trees, Holmes Beach monument sign, neighboring residential areas, and low impact development strategies. 			
			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

5

21. TITLE AND LOCATION (City and State) Wedge Preserve Park Parkland, FL		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2025	CONSTRUCTION (If applicable) 2026 (Est.)
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of Parkland	b. POINT OF CONTACT NAME Christine Garcia, Director of Public Works	c. POINT OF CONTACT PHONE 954.757.4108	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

CPH provided planning, design, permitting, and construction administration for the development of a new regional community park in Parkland, Florida. The new park is approximately 36 acres and is partially funded through a FDEP grant. As part of the planning process, the team evaluated three distinct options to create an environmental park that merged active with passive recreation. Amenities that were considered include sand volleyball, pickleball, "Bank Shot" basketball course, Ninja Warrior course, trails, water features including environmental overlooks and preserves, softball fields, multi-purpose fields, and playgrounds.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT




a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime
----	--------------------------------------	--	-------------------

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

6

21. TITLE AND LOCATION (City and State) Cape Coral SE 47th Terrace Complete Street Improvements Cape Coral, FL		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION (If applicable) 2018
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of Cape Coral	b. POINT OF CONTACT NAME Mr. James Breakfield, P.E., Principal Engineer	c. POINT OF CONTACT PHONE 239.574.0588	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>CPH provided professional design and construction engineering services for improvements of SE 47th Terrace, from Coronado Parkway to Del Prado Blvd. The project included reconstruction of an existing four-lane section utilizing roadway dieting to incorporate complete streets principles. The goal of the project was to provide corridor safety and ADA upgrades as well as create a new downtown core. The 0.90-mile project included sidewalks with pavers, landscaping, road reconstruction, removal of on-street parking to increase the width of the pedestrian area, off-street parking modification, streetlights, traffic analysis and calming including adding a roundabout at one of the busiest intersections, raised mid-block pedestrian crossings, street furniture, removable bollards at each intersection, ADA improvements, and drainage modifications/upgrades.</p> <p>As part of the intersection safety improvements one of the intersections was converted to a single-lane roundabout with a 98-ft inscribed circle. The entry lanes for the north-south direction required reducing the four-lane roadway to a two-lane roadway prior to entering the roundabout. The roundabout also included raised, traversable, curbed islands along the outer circle to keep the fastest-path speeds low, but still allow the design vehicles (WB-50, city bus, and emergency vehicles) to safely maneuver through the roundabout. CPH also worked with the City and stakeholders on access management to improve driver and pedestrian safety throughout the corridor.</p> <p>CPH also designed the utility upgrades/modifications, including a new upsized water main, new force main, and a new reclaimed water main for the length of the project. Design services also included modifications to the City's Club Square, such as added sidewalks, bio-retention swales, entrance feature, ADA improvements, landscaping, and streetlights. The new pedestrian and roadway lighting system also included electrical outlets for special events, Wi-Fi hotspots, and CCTV security system throughout the corridor.</p>			
  			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

7

21. TITLE AND LOCATION (City and State) US 17-92 RiverWalk Complete Street, Phase III Sanford, FL		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2021
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of Sanford	b. POINT OF CONTACT NAME Chris Smith, Planning and Development Services Department	c. POINT OF CONTACT PHONE 407.688.5000	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

CPH provided planning, survey, and design services for a 1.7-mile extension to the Sanford RiverWalk project. The RiverWalk project included extending the multi-use trail along Lake Monroe and designing streetscape/traffic calming elements to create a Complete Street corridor.

The roadway improvements for this project followed the complete street design elements. In addition to the multi-use trail, the roadway safety improvements included the multiple traffic-calming elements to increase safety. These included two roundabouts, three mini-roundabouts, roadway chicaning to incorporate landscaped medians, raised mid-block crossings, bike lanes, and added on-street parking. The two roundabouts created book-end entry features to signify the entrance to the RiverWalk corridor. The single-lane roundabout included a three-leg roundabout with a 120-ft inscribed circle. The two-lane roundabout at the interchange with Interstate 4 included a 180-ft inscribed circle with two right-turn slip lanes. The three mini-roundabouts created entry features to the Central Florida Zoo and two residential neighborhoods, and all included 80-ft inscribed circles with decorative traversable center islands.

The multi-use trail extension connects the RiverWalk Ph II trail (previously designed by CPH) to the adjacent Seminole County Rinehart Trail, the downtown Sanford RiverWalk Trail system, and the Florida Coast-to-Coast trail. Additionally, this segment of trail completed the largest remaining gap within the Lake Monroe Trail Loop system that spans both Seminole and Volusia Counties.

CPH services for this project also included roadway & trail lighting, utility design, structural seawall design, drainage improvements/design, irrigation design, beautification, hardscape and landscape design, scenic overlooks of Lake Monroe, and wetland mitigation. The project included funding through a Local Joint Project Agreement between the City of Sanford, Seminole County, and the FDOT. CPH was also involved with facilitating the transfer of ownership of the US-17-92 corridor within the project limits, from the FDOT to the City of Sanford.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime
----	--------------------------------------	--	-------------------

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

8

21. TITLE AND LOCATION (City and State) Pipeline Projects Temple Terrace, FL		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) TBD
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER City of Temple Terrace Public Works Department	b. POINT OF CONTACT NAME Troy Tinch, Director of Public Works	c. POINT OF CONTACT PHONE 813.506.6575	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>Bannockburn Area Water Main Relocation and Replacement Project: The City of Temple Terrace has tasked CPH with the relocation of water lines from rear yard easements to public street right-of-ways (R/W) within an area bounded by Riverhills Drive on the south, Inverness Avenue on the west, Druid Hills Road on the north, and Montrose Avenue on the east. The amount of new 6-inch water main to be relocated to within the street R/W is approximately 10,500 LF and approximately 650 LF of new 8-inch water main. The length of old water mains located within the side and rear yard easements to be taken out of service and grouted in place is approximately 9,650 LF.</p> <p>Bonnie Brae Water Main Relocation and Replacement Project: The City of Temple Terrace has tasked CPH with the relocation of water lines from rear yard easements to public street right-of-ways (R/W) within an area bounded by Mission Hills Avenue on the south, Ridgedale Road on the west, Druid Hills Road on the north, and Inverness Avenue on the east. The amount of new 6-inch water main to be relocated to within the street R/W is approximately 6,500 LF. The length of old water mains located within the side and rear yard easements to be taken out of service and grouted in place is approximately 7,500 LF.</p>			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

9

21. TITLE AND LOCATION (City and State) Englewood Warehouse & Maintenance Office Englewood, FL		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) 2017
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Englewood Water District	b. POINT OF CONTACT NAME Mr. Keith R. Ledford, Jr., P.E., Utility Engineer	c. POINT OF CONTACT PHONE 941.474.3217	
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)			
<p>This is a new facility, for Englewood Water District, that consists of a new, 22,200-SF maintenance warehouse and office building. This project is primarily a pre-engineered metal building with a masonry wainscot along the main entrance. This facility will store non-combustible material. The office component is approximately 10,000 SF and the remaining area is in the warehouse. The walls are metal panel, and the roof will be standing seam. All associated structural, civil, mechanical, plumbing, and electrical engineering is included.</p>			
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT
KEY NUMBER

10

21. TITLE AND LOCATION (City and State) City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project Largo, FL		22. YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (if applicable) 2021
23. PROJECT OWNER'S INFORMATION			
a. PROJECT OWNER Kiewit (Contractor)	b. POINT OF CONTACT NAME Mr. Jim Goyer	c. POINT OF CONTACT PHONE 913.928.7028	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

CPH was awarded the design and permitting for the City of Largo's \$53 million Wastewater Reclamation Facility (WWRF) Biological Treatment Improvements project as part of a Design/Build Team with CPH as the designer and Kiewit Infrastructure South as the contractor. The City received an Administrative Order (AO) from FDEP in 2012 for exceeding the WWRF's total nitrogen (TN) loading limits to Feather Sound, requiring the City to reduce the effluent TN concentration for surface water discharge. Even though the WWRF was meeting Advanced Wastewater Treatment limits of 5/5/3/1, these reductions were insufficient to enable the City to achieve the required annual nitrogen loading limits to Feather Sound. To meet the TN loading allocation, CPH designed biological treatment process upgrades of this 18-MGD wastewater plant to achieve further reductions in TN than those required of the Advanced Wastewater Treatment (AWT) standards. By optimizing and automating the current biological process, predictable reductions of nitrates can be accomplished, reducing the loading on secondary downstream processes. Treating public access reclaimed water independent of surface water discharge also provides a reduction in loading to processes dedicated to the further reduction of nitrates. This combined reduction in loading allows for optimization of those secondary processes dedicated to the further reduction of nitrates, enabling the City to meet the TN loading limits to Feather Sound as required by permit. In addition to complying with the permitted TN limits, CPH's unique design provides operational cost savings by reducing maintenance requirements and consolidating equipment (plant blowers), methanol dosage reduction, operational cost reduction, electrical system improvements, instrumentation system improvements, and an efficient natural biological process that uses less energy. The chief benefit of the AWWTF Biological Treatment Improvements Project is the significant reduction in nitrogen discharged to the Bay. A reduction in nitrogen loadings is anticipated to enhance the Bay through seagrass recovery, improved water quality, reduced algal blooms, protected marine life, and re-stored habitats, coastal uplands, and tidal tributaries. Further, it is expected to improve the quality of living for the residents who use the Tampa Bay for fishing and other recreational activities.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME CPH Consulting, LLC	(2) FIRM LOCATION (City and State) Fort Myers, FL	(3) ROLE Prime
----	--------------------------------------	--	-------------------

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Kyle M. Bechtelheimer, P.E.	Municipal Market Director					X		X	X		X
Albert Lopez	Program Manager	X						X			
Jason L. James, P.E.	Site Civil					X					
Larry H. Wray, P.E.	Stormwater	X	X			X	X	X			
Roberto "Robbie" Gonzalez, P.E.	Water Management								X		X
Scott A. Breitenstein, P.E.	Wastewater Management										X
Casie O. Brown, P.E.	Utilities										
Mason Gardberg, P.E.	Hydraulic Modeling										
Jose M. Ortiz, MCE, P.E., S.E.	Structural	X								X	X
Matthew Cushman, P.E.	Transportation	X									
Galen Pugh, RLA, AICP	Landscape Architecture				X	X	X	X			
David A. Landers	Environmental	X	X	X	X	X	X	X		X	
Brandan DeCaro, R.A.	Architecture										
Christopher DeWaal, P.E., LEED AP	M/E/P Engineer					X	X	X			
Thomas J. Galloway, PSM	Survey	X	X	X	X	X	X	X	X	X	X
Clint T. Iannotti	Construction Management										

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Continuing Services Contract – Riverwood Community Development District	6	Cape Coral SE 47th Terrace Complete Street Improvements
2	Continuing Services Contract – Dunes Community Development District	7	US 17-92 RiverWalk Complete Street, Phase III
3	Sarasota Parks Projects	8	Pipeline Projects - Temple Terrace, FL
4	Manatee County- Kingfish Boat Ramp	9	Englewood Warehouse & Maintenance Office
5	Wedge Preserve Park	10	City of Largo – Advanced Wastewater Treatment Facility (AWWTF) Biological Treatment Improvements Design-Build Project

H. ADDITIONAL INFORMATION



CITY OF
SANFORD
ECONOMIC DEVELOPMENT
DEPARTMENT

October 30, 2024

CPH Consulting, LLC
500 West Fulton Street
Sanford, FL 32771

To Whom It May Concern,

It is my pleasure, on behalf of the City of Sanford, to recommend CPH for their outstanding architectural and engineering design services. Our partnership with CPH has made a remarkable difference in our community, and we are consistently impressed by their professionalism, innovative solutions, and attentiveness to our needs.

The CPH team has provided an extensive suite of services, including architectural design, civil and landscape architecture, utility design, as well as structural, mechanical, electrical, and plumbing engineering, surveying, and construction administration. Their meticulous approach and dedication to quality were key in ensuring the successful, timely, and high-standard completion of our projects.

CPH's responsiveness, technical expertise, and client-centered approach were evident at every project phase. They addressed our needs promptly and thoroughly, making them a trusted partner among city officials and staff. We wholeheartedly recommend CPH to any organization looking for a skilled and reliable design firm.

For any questions regarding our experience with CPH, please feel free to contact me—my information is found below.

Sincerely,

Brady Lessard
Economic Development Director
City of Sanford
300 N. Park Avenue, Sanford, FL 32771
brady.lessard@sanfordfl.gov
407.688.5015

Art Woodruff
Mayor

Sheena Britton
District 1

Kerry S. Wiggins, Sr.
District 2

Patrick Austin
District 3

Patty Mahany
District 4

Norton N. Bonaparte, Jr.
City Manager

City Hall, 2nd Floor • 300 N. Park Avenue • Sanford, FL 32771-1244 • PO Box 1788 • Sanford FL, 32772-1788

p. 407.688.5007 • f. 407.688.5002 • sanfordfl.gov



February 22, 2021

To Whom It May Concern:

CPH, Inc. (CPH) provided services for the Dunes Community Development District's (DCDD) expansion and upgrade at our wastewater treatment plant. We have been pleased with the services provided and are happy to provide this letter as a reference for the firm and their project team.

We selected CPH to provide planning, design, permitting, and construction services for the DCDD WWTP improvements which included capacity upgrades and the design of associated sludge digesting and drying facilities. CPH was responsible for reviewing the existing conditions and the infrastructures and developing the best approaches for the DCDD WWTP improvements. Overall, the WWTP expansion included: (1) addition of equalization basins for the existing treatment facility and the new expansion; (2) addition of a SBR treatment process; (3) new aerobic digesters; (4) sludge thickening improvements by adding two dewatering boxes; (5) demolition of the existing digesters and the use of this space for a new storage building; and (6) all the associated electrical and control improvements. CPH is currently working on re-rating the WWTP to obtain more treatment capacity.

The team at CPH worked in conjunction with our administration and operations staff to provide a design that minimized impacts to plant operations and met our budgetary goals. We have found the team members to be innovative and responsive. I would highly recommend CPH and their staff members for wastewater treatment and utility engineering projects.

Should you have any specific questions about the information above please do not hesitate to contact me.

Sincerely,

Gregory L. Paugh, P.E.
District Manager
Dunes Community Development District
101 Jungle Hut Road
Palm Coast, FL 32137



June 3, 2021

City of Orlando
Wastewater Division
5100 L.B. McLeod Road
Orlando, FL 32811

To Whom It May Concern:

CPH has worked with the City of Orlando, Water Reclamation Division (WRD), on multiple projects and is currently retained as one of the City's continuing consulting utility engineers. CPH has prepared design plans for main relocations, lift station upgrades, chlorine scale replacement at Conserv II, and other utility related projects. CPH has also worked alongside the City on the challenging I-4 Ultimate project conducting plan and specifications reviews and full-time inspection services. The WRD has found the CPH staff to be innovative, professional, reliable, and responsive and provide a quality service.

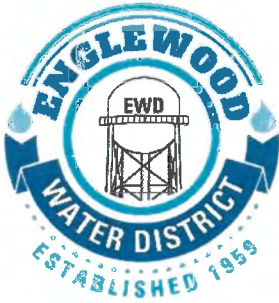
I believe that CPH provides excellent engineering services and the WRD has no reservations about having CPH continue to provide engineering services.

Should you have any specific questions about the information above please do not hesitate to contact me.

Sincerely,

Chuck Shultz, P.E.
Assistant Division Manager, City of Orlando Water Reclamation Division
407-246-2658
Charles.Shultz@cityoforlando.net

PUBLIC WORKS • WATER RECLAMATION
5100 L B McLeod Road • Orlando, FL 32811
P 407.246.2213 • cityoforlando.net

**Board of Supervisors**

Robert C. Stern Jr., Chair
Taylor Meals, Vice-Chair
Phyllis Wright
Sydney B. Crampton
Steven Samuels

Ray Burroughs
Administrator

Englewood Water District

201 Selma Avenue
Englewood, FL 34223-3443
Phone: 941-474-3217
Toll Free: 866-460-1080
Fax: 941-460-1025
Email: info@englewoodwater.com
Website: englewoodwater.com

March 08, 2019

CPH, Inc.
500 West Fulton Street
Sanford, FL 32771

To Whom It May Concern:

It is my pleasure to provide CPH, Inc. (CPH) with this letter of recommendation. Their staff was professional, inventive, dependable, and responsive. They offer architecture, site/civil design, landscape architecture, utility design, structural design, mechanical/electrical/plumbing, survey and construction administration services.

CPH recently provided architectural design and construction documents for a 22,200 SF square foot maintenance warehouse and office building. This project was primarily a pre-engineered metal building with a masonry wainscot along the main entrance. This facility was designed in mind to store non-combustible material. The office component was approx. 10,000 SF and the remaining area was in the warehouse. The walls were designed as metal panels and the roof was done as a standing seam. CPH was also responsible for all associated structural, civil, mechanical, plumbing, and electrical design.

District officials and staff members have been pleased with the cost, quality, and responsiveness from the CPH team. We recommend CPH for any architectural and engineering services you might require.

Should you have any specific questions about the information above please do not hesitate to contact me.

Sincerely,

Keith R. Ledford, Jr., PE
Technical Support Manager



CPH, Inc.
500 West Fulton Street
Sanford, FL 32771

To Whom It May Concern:

It is my pleasure to provide CPH, Inc. (CPH) with this letter of recommendation. The staff is professional, inventive, dependable, and responsive. They have architecture, site/civil design, landscape architecture, utility design, structural design, mechanical/electrical/plumbing, survey and construction administration services.

CPH was commissioned to design a new 9,000 SF, Neighborhood Resource Center for the City of Leesburg. CPH is responsible for full design services including survey, civil, landscape, architectural and MEP. The Center will include meeting room spaces for large and small groups, a computer lab, office space for local community service providers, conference rooms for miscellaneous social groups, and a Kitchen / Café facility.

CPH played a large part in obtaining the community's favor for this project. It took multiple organized public involvement meetings, in which two key architectural components were identified, too get this project off the ground. Through CPH's efforts, and in order to meet the community's needs, the decision was made to incorporate a community kitchen and café within the building and to design the meeting spaces with the intent of being multifunctional.

This facility was designed to be utilized as an educational facility, as well, where the City could offer classes on important life skills like cooking. In order to ensure the community center met these needs CPH developed a space program for the facility. They were able to design a café with both indoor and outdoor seating elements while incorporating key infrastructure elements for the commercial kitchen until the equipment could be purchased at a later date. The flexible meeting space was accomplished by designing large meeting rooms with folding partitions to support smaller or larger groups. The end result was a flexible, cost effective, user-friendly neighborhood resource center with the potential for future development when the City needs it.

City officials and staff members have been pleased with the quality and responsiveness from the CPH team. They truly have gone above and beyond for any need that arose during our time working together. We highly recommend CPH for any architectural and engineering services you might require. If you have any questions, please do not hesitate to contact me.

Sincerely,

Mr. Ken Thomas, Director
City of Leesburg Resource Center
1041 CR 468
Leesburg, Florida 34748

COMPANY BUSINESS LICENSES

CPH, as a fully licensed design firm, is committed to meeting the needs of Riverwood CDD. We're here to ensure your vision is brought to life while upholding the highest standards of design integrity and compliance.

PROFESSIONAL ENGINEERS

Licensee Information

Name: **CPH CONSULTING LLC (Primary Name)**
CPH (DBA Name)
 Main Address: **500 W. FULTON STREET**
SANFORD Florida 32771
 County: **SEMINOLE**

License Information

License Type: **Engineering Business Registry**
 Rank: **Registry**
 License Number: **36945**
 Status: **Current**
 Licensure Date: **03/21/2023**
 Expires:

ARCHITECTURE

Licensee Information

Name: **CPH CONSULTING, LLC (Primary Name)**
 Main Address: **500 WEST FULTON STREET**
SANFORD Florida 32771
 County: **SEMINOLE**

License Information

License Type: **Architect Business Information**
 Rank: **Business Info**
 License Number:
 Status: **Current**
 Licensure Date: **04/04/2005**
 Expires:

Special Qualifications

Qualification Effective

Fictitious Name **04/04/2005**

LANDSCAPE ARCHITECTS

Licensee Information

Name: **CPH CONSULTING LLC (Primary Name)**
 Main Address: **500 W FULTON ST**
SANFORD Florida 32771
 County: **SEMINOLE**

License Information

License Type: **Landscape Architecture Business Information**
 Rank: **Business Info**
 License Number:
 Status: **Current**
 Licensure Date: **07/11/2022**
 Expires:

SURVEYORS & MAPPERS

CPH CONSULTING, LLC
 500 W FULTON ST, SANFORD, FL 32771-1220
 Phone 407-322-6841

License Type	License#	Issued	Expires	Status
Surveyor Business	LB7143	12/03/01	02/28/27	Active
Surveyor of Record	LS6549	07/18/06	02/28/27	Active

State of Florida

Department of State

I certify from the records of this office that CPH CONSULTING, LLC is a Florida limited liability company authorized to transact business in the State of Florida, qualified on May 31, 2022.


The document number of this limited liability company is M22000008499.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 7, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2025*




Secretary of State

Tracking Number: 8398782316CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

MINORITY BUSINESS ENTERPRISE



CPH is committed to meeting or exceeding the M/WBE participation goals for this contract. CPH has established working relationships with many minority firms in the area.

COMMITMENT TO DIVERSITY AMONG THE FIRM

CPH has a culturally and ethnically diverse workplace from its leaders to its employees. CPH employs a workforce that is reflective of many nationalities and cultures. We have established programs and policies for recruiting and retaining minority and women engineers and staff, and strongly encourage all of our employees to become involved in our communities. It is the policy of CPH to provide equal employment opportunity at all times in all actions related to employment without regard to race, color, religion, gender, citizenship status, age, national origin, disability, veteran status, sexual orientation, or any other status protected by state or federal law. This policy applies to recruiting, hiring, training, promotion, evaluation, termination, compensation, benefits eligibility, working conditions, and all other aspects of employment. The Firm supports a policy of actively recruiting and retaining a diverse workforce to support both our Equal Employment Opportunity Policy and our business objective to provide the highest quality service possible. CPH is committed to fostering an inclusive atmosphere that seeks actively to employ people of diverse backgrounds at all levels of the Company, including top management and leadership.

METHODS AND CONTROLS TO BE UTILIZED TO BALANCE AND MAINTAIN QUALITY, SCHEDULE, AND BUDGET

CPH is uniquely qualified to provide design services for Riverwood Community Development District. The team located in our Fort Myers office includes engineers, designers, surveyors, environmental scientists, and administrative personnel. CPH is currently finishing design services for other clients, but is actively seeking work for our staff. As a result, our staff is available and has the capacity to perform projects as they are assigned. CPH is committed to meeting budget and schedule requirements. CPH has developed a reputation for cost effective, quality-engineering services through a philosophy of strong project management. Operating under aggressive deadlines and close coordination with District Staff, we commit to manage each work assignment under this contract based upon the following philosophies:

- By proposing a project manager with experience working in Florida.
- Frequently involving District staff in meetings to expedite decision-making.
- Utilizing email and short memoranda to document progress of construction. Reporting status of the budget on a monthly basis in report form to District Staff.
- Preparing and distributing a Project Specific Workplan that details the following:

What is to be done – Define a scope of services by bringing in the stakeholders up front to discuss the project goals and objectives.

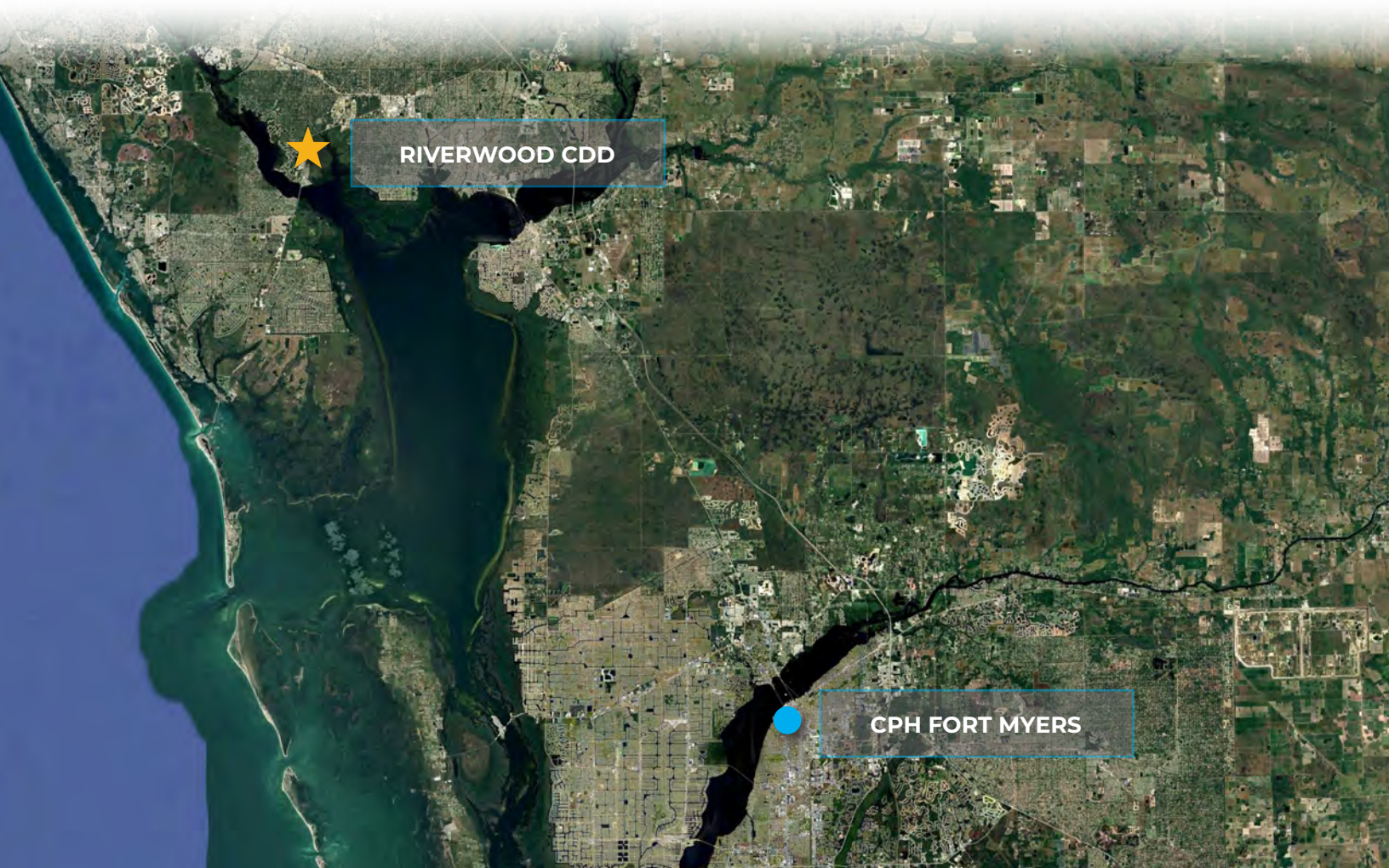
Who is going to do it – Monitor staffing usage, needs, and expenditures bi-weekly through our accounting software.

When it will be done – Maintain the Project Schedule using Microsoft Project software for scheduling and tracking.

How much it will cost – Monitor the estimated construction cost using trend reports prepared monthly and based on the most up-to-date data available from published prices and any known quantity revisions for the past month.

How it will be controlled – CPH will strive to provide quality service within the project schedule and require Quality Assurance/Quality Control (QA/QC) procedures to be identified in the initial internal project kick-off meeting. Time for QA/QC is incorporated into the project schedule; therefore, it will not delay project milestones. CPH has developed an extensive QA/QC procedure and incorporates it into each of its projects to ensure client satisfaction.

OFFICE LOCATION



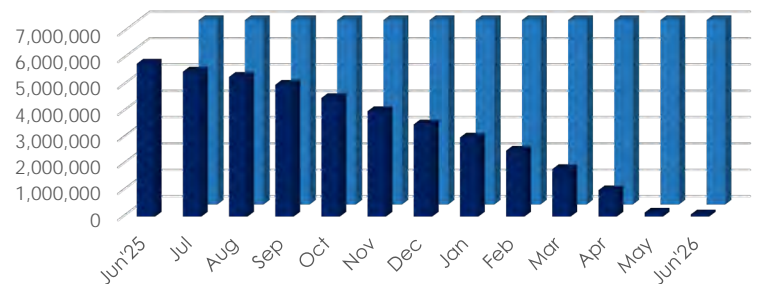
CPH has 19 offices throughout the United States, with support of approximately 425+ personnel throughout the company to assist in any project that may arise under this contract. The District will have the direct commitment of the CPH Fort Myers office, located at **2216 Altamont Avenue, Ft. Myers, FL 33901**.

OFFICE	ADDRESS	DISTANCE FROM DISTRICT
CPH FORT MYERS	2216 Altamont Avenue, Ft. Myers, FL 33901	37 Miles 50 Minutes
CPH SANFORD (HEADQUARTERS)	500 West Fulton Street, Sanford, FL 32771	189 Miles 3 Hours

CURRENT AND PROJECTED WORKLOAD

Our team has the staffing and availability to start working on the District's project immediately. CPH will work diligently to provide the services for the District in the time frames requested. CPH is uniquely qualified to provide these services as a result of the staffing capacity of the firm.

We are well-staffed, equipped with our nearby Fort Myers location, and believe that we and our team members can provide a high-quality, professional service to the District that is completely responsive and cost effective. The graph depicts our current contracted backlog with no consideration for any additional work. The current workload will spread over 13 months. Our current production capability is \$6,500,000 per month. Through our 420+ full-time staff members, CPH's current contracted backlog requires approximately \$5,850,000 per month. Currently CPH has an additional \$1 Million production capacity through our current staff, and has available capacity and resources to dedicate to the District.




KEY PERSONNEL	ROLE	AVAILABILITY
Kyle M. Bechtelheimer, P.E.	Municipal Market Director	50%
Albert Lopez	Program Manager	65%
Jason L. James, P.E.	Site Civil	50%
Larry H. Wray, P.E.	Stormwater	55%
Roberto "Robbie" Gonzalez, P.E.	Water Management	55%
Scott A. Breitenstein, P.E.	Wastewater Management	50%
Casie O. Brown, P.E.	Utilities	55%
Mason Gardberg, P.E.	Hydraulic Modeling	60%
Jose M. Ortiz, MCE, P.E., S.E.	Structural	50%
Matthew Cushman, P.E.	Transportation	60%
Galen Pugh, RLA, AICP	Landscape Architecture	55%
David A. Landers	Environmental	55%
Brandan DeCaro, R.A.	Architecture	60%
Christopher DeWaal, P.E., LEED AP	M/E/P Engineer	50%
Amy E. Daly, LEED AP	Environmental	60%
David A. Landers	Environmental	60%
Thomas J. Galloway, PSM	Survey	50%
Clint T. Iannotti	Construction Management	55%

VOLUME OF WORK AWARDED BY THE DISTRICT

From 2013 to 2016, CPH held a Continuing Services Contract with the Riverwood Community Development District (CDD) in Englewood, Florida. During this time, CPH successfully delivered a range of planning, design, and engineering services to support the District's infrastructure and community development goals. Representative projects completed under this contract include:

- Stormwater and Lake Assessment 2015 Resurfacing Project
- WWTP Groundwater Modeling Well
- WWTP Pre-Fabricated Storage Building
- Activity Center Inspection
- GIS Mapping
- Irrigation Water Use Permit
- Lake Study and Pond Evaluation
- CEI Services WWTP Odor Control
- Enrio Beach Club Survey Inspection
- Activity Center 2 MEP Improvements
- Signal Improvement Plans for Charlotte County at S.R. 776 & Riverwood Drive
- Hydraulic Modeling Services (Potable Water & Irrigation Water Systems)
- Community Center Building Evaluation

I. AUTHORIZED REPRESENTATIVE The foregoing is a statement of facts.	
31. SIGNATURE 	32. DATE 06.10.2025
33. NAME AND TITLE David E. Mahler, P.E. Chief Operating Officer - Infrastructure	

ARCHITECT ENGINEER QUALIFICATIONS


1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS*If a firm has branch offices, complete for each specific branch office seeking work.)*

2a. FIRM (OR BRANCH OFFICE) NAME CPH Consulting, LLC				3. YEAR ESTABLISHED 1981		4. DUNS NUMBER 058232349	
2b. STREET 2216 Altamont Avenue				5. OWNERSHIP			
2c. CITY Fort Myers		2d. STATE FL		2e. ZIP CODE 33901		a. TYPE Limited Liability Corporation	
6a. POINT OF CONTACT NAME AND TITLE David E. Mahler, P.E. Chief Operating Officer - Infrastructure				b. SMALL BUSINESS STATUS No			
6b. TELEPHONE NUMBER 305.274.4805		6c. E-MAIL ADDRESS info@cphcorp.com		7. NAME OF FIRM (If block 2a is a branch office) CPH Consulting, LLC			
8a. FORMER FIRM NAME(S) (If any)				8b. YR. ESTABLISHED		8c. DUNS NUMBER	
Conklin, Porter & Holmes (1981 - 1998); CPH Engineers, Inc. (1998-2013); CPH, Inc. (2013 - 2022) CPH Consulting, LLC (2022-Current)				1981		058232349	
9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)	
		(1) FIRM	(2) BRANCH				
02	Administrative	73	1	C10	Commercial Building; (low rise); Shopping	6	
12	Civil Engineer	65	1	C15	Construction Management	4	
15	Construction Inspection	15		C18	Cost Estimating; Cost Engineering and	3	
08	Draftsmen	45		E09	Environmental Impact Studies, Assessments	5	
18	Estimators	4		H07	Highways; Streets; Airfield Paving; Parking	7	
39	Landscape Architects	3		L03	Landscape Architecture	4	
42	Mechanical Engineer	7		O01	Office Building; Industrial Parks	4	
47	Planner	8		P06	Planning (Site, Installation and Project)	7	
52	Sanitary Engineer	4		R04	Recreational Facilities (Parks; Marinas; etc.)	3	
57	Structural Engineer	3		R06	Rehabilitation (Buildings; Structures;	4	
38	Surveyor	15		S04	Sewage Collection, Treatment & Disposal	8	
60	Transportation Engineer	10		W02	Water Resources; Hydrology; Ground Water	6	
23	Environmental Engineer	5		W03	Water Supply; Treatment and Distribution	6	
08	Engineering/CADD Techs	45	5	L02	Land Surveying	6	
12	Engineering Interns	25	5				
02	Network Admin	18					
08	Technical Assistants	22					
24	Environmental Scientists	6					
06	Architects	7					
	Other Employees	43					
Total		423	12				
11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER					
a. Federal Work	8	1. Less than \$100,000.					
b. Non-Federal Work	10	2. \$100,000 to less than \$250,000					
c. Total Work	10	3. \$250,000 to less than \$500,000					
		4. \$500,000 to less than \$1 million					
		5. \$1 million to less than \$2 million					
		6. \$2 million to less than \$5 million					
		7. \$5 million to less than \$10 million					
		8. \$10 million to less than \$25 million					
		9. \$25 million to less than \$50 million					
		10. \$50 million or greater					

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE 		32. DATE 06.10.2025
33. NAME AND TITLE David E. Mahler, P.E. Chief Operating Officer - Infrastructure		

7Biii.

QUALIFICATIONS TO PROVIDE RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT

PROFESSIONAL ENGINEERING SERVICES

MAY 1, 2025



Cover Letter

a. Ability & Adequacy of Professional Personnel	1
b. Certified Minority Business Enterprise	8
c. Willingness to Meet Time & Budget	9
d. Past Performance	10
e. Geographic Location	19
f. Current & Projected Workloads	20
g. Volume of Work Previously Awarded to Consultant by District	21
h. SF330	



May 1, 2025



Riverwood Community Development District
210 North University Drive, Suite 702
Coral Springs, FL 33071

Re: Riverwood Community Development District - Professional Engineering Services

Dear Supervisors:

As an experienced District Engineer to Chapter 190 Community Development Districts in South Florida, it is clear that the role of District Engineer is to provide the Board of Supervisors with unbiased, accurate engineering knowledge in common-sense language. Board members needing to make necessary fiscal decisions that impact the health and safety of current and future residents depend upon clear, timely answers on engineering related matters. We have more than seven decades of experience in Lee and Collier Counties and more than four decades with the proposed personnel that will work for the Riverwood Community Development District (CDD). We have assisted many CDDs with the transition from developer control to community ownership, and we are ready to be your trusted and independent partner. Our project manager for this District will be Chris Beers. He has over 30 years of experience in civil engineering working for municipal governments.

In addition to the District Engineer, you will receive the support of a team of qualified professionals with the knowledge of stormwater management, current environmental issues, transportation/ roadway/pedestrian safety and enhancement design, utility design, landscape design and construction management/observation along with current permitting requirements in order to efficiently maintain or expand the District's services that are being provided to its residents. Our team is known for providing outstanding service as well as always being mindful of our client's time and budgetary needs. Our clients find that our vast experience and dedication to professionalism bring success to their projects. Please see our CDD list below:

We appreciate the opportunity to submit our qualifications and look forward to the opportunity to build our relationship with the Riverwood Community Development District. Please do not hesitate to contact me should you have any questions during your review of our proposal.

- | | | |
|---|------------------------|---------------------------------------|
| → Arbor Greene CDD | → Long Lake Ranch CDD | → Sarasota National CDD |
| → Bayside Improvement CDD (Pelican Landing) | → Mediterra CDD | → Spring Lake CDD |
| → Bay Creek CDD (Pelican Landing) | → Miromar Lakes CDD | → Stoneybrook CDD |
| → Beach Road Golf Estates CDD | → Parklands Lee CDD | → Suncoast CDD |
| → Bella Vida CDD | → Parklands West CDD | → Terra Bella CDD |
| → The Brooks I of Bonita Springs CDD | → Park Place CDD | → The Brooks II of Bonita Springs CDD |
| → The Brooks II of Bonita Springs CDD | → Pelican Marsh CDD | → The Brooks of Bonita Springs CDD |
| → Cory Lakes CDD | → Pine Air Lakes CDD | → Verandah East CDD |
| → CFM CDD (Magnolia Landing) | → Portico CDD | → Verandah West CDD |
| → Forest Creek CDD | → Riverbend West CDD | → Walnut Creek CDD |
| → Gateway Services CDD | → Riverwood CDD | → Watergrass I CDD |
| → Highlands CDD | → River Ridge CDD | → Water's Edge CDD |
| → La Collina CDD | → Sail Harbour CDD | → Wentworth Estates CDD (Treviso Bay) |
| → Longleaf CDD | | → Wynnmore East CDD |

Sincerely,
JOHNSON ENGINEERING, LLC

Chris Beers, PE, PSM, Project Manager
(941) 766-6262, cbeers@johnsoneng.com

a. Ability & Adequacy of Professional Personnel





Depth of Experience

Centuries of combined experience has immersed our team of licensed professionals into Florida's geography, giving a rare perspective into development of the area and an appreciation of the changes.

Full Range of Services

Specialized teams of licensed engineers, land planners, landscape architects, surveyors, ecologists, water resources experts, transportation and utility designers provide a variety of specialized services.

Long Term Commitment

Our team's average tenure with Johnson Engineering is 13 years, 53% of our employees have been here for more than 10 years, and an unprecedented 21% have been with us for more than 20 years, showing our team's continuity and dedication to the area.

Firm Overview

When Johnson Engineering was established in 1946, much of Florida was an undisturbed land. More than 79 years later we have seen booms in development and a tremendous population growth alter the landscape permanently. We have been assisting private companies, city, county, federal, and state government through these changes and challenges by offering expertise in a broad spectrum of disciplines.

Just as Florida has transformed dramatically over the years, so has Johnson Engineering. What started as one man surveying Southwest Florida, has developed into a cohesive team of 130 professional civil engineers, ecologists, scientists, geologists, surveyors and mappers, certified land planners and landscape architects, located throughout Florida.

We have 79 years of professional experience and 49 years of District work throughout Florida.

Our extensive list of well-known residential communities, roads, schools, hospitals, airports, resorts, shopping centers, and commercial developments, show our experience and continued responsibility in developing Florida's communities.

Our team has worked closely together on the following CDD's.

- | | |
|---------------------------------------|---------------------------------------|
| ↪ Riverwood CDD | ↪ Park Place CDD |
| ↪ Arbor Greene CDD | ↪ Pelican Marsh CDD |
| ↪ Bayside Improvement CDD | ↪ Pine Air Lakes CDD |
| ↪ Bay Creek CDD (Pelican Landing) | ↪ Portico CDD |
| ↪ Beach Road Golf Estates CDD | ↪ Riverbend West CDD |
| ↪ Bella Vida CDD | ↪ River Ridge CDD |
| ↪ The Brooks I of Bonita Springs CDD | ↪ Sail Harbour CDD |
| ↪ The Brooks II of Bonita Springs CDD | ↪ Spring Lake CDD |
| ↪ Cory Lakes CDD | ↪ Stoneybrook CDD |
| ↪ CFM CDD (Magnolia Landing) | ↪ Suncoast CDD |
| ↪ Forest Creek CDD | ↪ Terra Bella CDD |
| ↪ Gateway Services CDD | ↪ The Brooks II of Bonita Springs CDD |
| ↪ Highlands CDD | ↪ The Brooks of Bonita Springs CDD |
| ↪ La Collina CDD | ↪ Verandah East CDD |
| ↪ Longleaf CDD | ↪ Verandah West CDD |
| ↪ Long Lake Ranch CDD | ↪ Walnut Creek CDD |
| ↪ Mediterra CDD | ↪ Watergrass I CDD |
| ↪ Miromar Lakes CDD | ↪ Water's Edge CDD |
| ↪ Parklands Lee CDD | ↪ Wentworth Estates CDD (Treviso Bay) |
| ↪ Parklands West CDD | ↪ Wynnmere East CDD |

CAPABILITIES SUMMARY

We have an experienced team of professionals located throughout Florida, many of whom have considerable Special District experience. Our extensive list of well-known Florida Special District's, residential communities, roads, schools, hospitals, airports, shopping centers, resorts and commercial developments show our continued responsibility in developing Florida's communities.

LAND DEVELOPMENT

Project Management / Coordination • Due Diligence
Site Design • Cost Estimation • Permitting
Construction Observation & Administration
Single Family Communities • Multi-Family Residential
Assisted Living • Commercial • Industrial • Medical
Institutional • Educational • Recreational

PLANNING

Feasibility & Assessment Studies • Master Planning &
Urban Design • Neighborhood & Sector Planning
Comprehensive Planning & Zoning • Facility Planning
Corridor Planning • Local Government Planning
Public Engagement • GIS Services
Code Writing Redevelopment Planning

SURVEYING & MAPPING

Subsurface Utility Engineering & Mapping (SUE)
Hydrographic Surveying • Transportation Surveying
Bathymetric Surveying • ALTA Surveys
Boundary Surveys • Construction Layout
Platting • Record Surveys
Sketches and Legal Descriptions

ECOLOGICAL/ENVIRONMENTAL CONSULTING

Wetland Delineation, Assessments & Permitting
Protected Species Surveys, Permitting & Relocations
Mitigation Design & Monitoring
Marine & Coastal Environmental Services
Airport Wildlife Hazard Services
Drone Services
Geographic Information Systems

STORMWATER MANAGEMENT

Surface Water Master Planning • Surface Water
Retrofit • BMP Selection and Design
Hydrologic, Hydraulic & Water Quality Modeling
Federal, State and Local Surface Water Permitting
Flow & Stage Monitoring • Water Quality Treatment
Special Governments • Filter Marsh Design

WATER QUALITY STUDIES

Stormwater/Surface Water Quality Studies
Groundwater Quality Studies • Estuarine/Coastal
Water Quality Studies • Subaqueous Sediment
Characterization • TMDL Pollutant Loading
Determination • EPA Section 319 and FDEP SWAG
Assistance • Microbial Source Tracking • Quality
Assurance Project Plan • Non-point Source Evaluation

WATER SUPPLY

Hydrogeological Investigations
Water Resource Assessments • Water Use, Water
Supply System Permitting • Well & Wellfield Design
Regional Water Supply Planning
Groundwater Modeling • Deep Injection Wells
Alternative Water Supplies Studies

ENVIRONMENTAL ASSESSMENT

Phase I Environmental Site Assessments (ESAs)
Phase II Environmental Site Assessments (ESAs)
NPDES Compliance Monitoring
Permit Compliance Monitoring and Reporting
Filter Marsh Efficiency Evaluation
Water Use Accounting Method Calibration
BMAP Nutrient Removal Project Assessment

GEOGRAPHICAL INFORMATION SYSTEMS

ESRI-based GIS Services • Mobile Online Map
(ArcGIS Online) • Custom Client Online Map Services
Geodatabase Development and Implementation
CAD-GIS-DGN Conversions • High Accuracy GNSS
(GPS) Data Collection • Advanced Modelbuilder
& Python Scripting • LiDAR Derivative Products
Cartographic Visualization • Aerial Photo Processing

TRANSPORTATION DESIGN

Roadway Design • Signalization Design
Resurfacing, Rehabilitation and Restoration
Street Lighting Design • Traffic Analyses
Roundabout Design • Signalization Design
Corridor Planning • Bicycle, Transit,
and Pedestrian Facilities

CONSTRUCTION ENGINEERING & INSPECTION

Roadway Construction
Bridge Construction
Roadway Resurfacing Rehabilitation Restoration
Major Drainage Structures Construction
Private Development Construction Assistance
Grant Funded Construction Oversight / Compliance

LANDSCAPE ARCHITECTURE

Landscape/Hardscape/Irrigation Design • Conceptual
Design • Commercial Design • Community
Revitalization & Amenity Design • Streetscape Design
Park Design • Visualization & Graphic Design
Construction Documents & Observation
Arboricultural Consulting Services • Plan Review
Services • Community/Institutional/Hospitality Design

UTILITIES

Utility Planning • Subsurface Utility Engineering (SUE)
Data Collection & Analysis • Hydraulic Modeling
Pipeline Design • Pump Station Design,
Evaluation, and Operational Controls
Utility Permitting • Project Management CEI

ELECTRICAL ENGINEERING (EI&C)

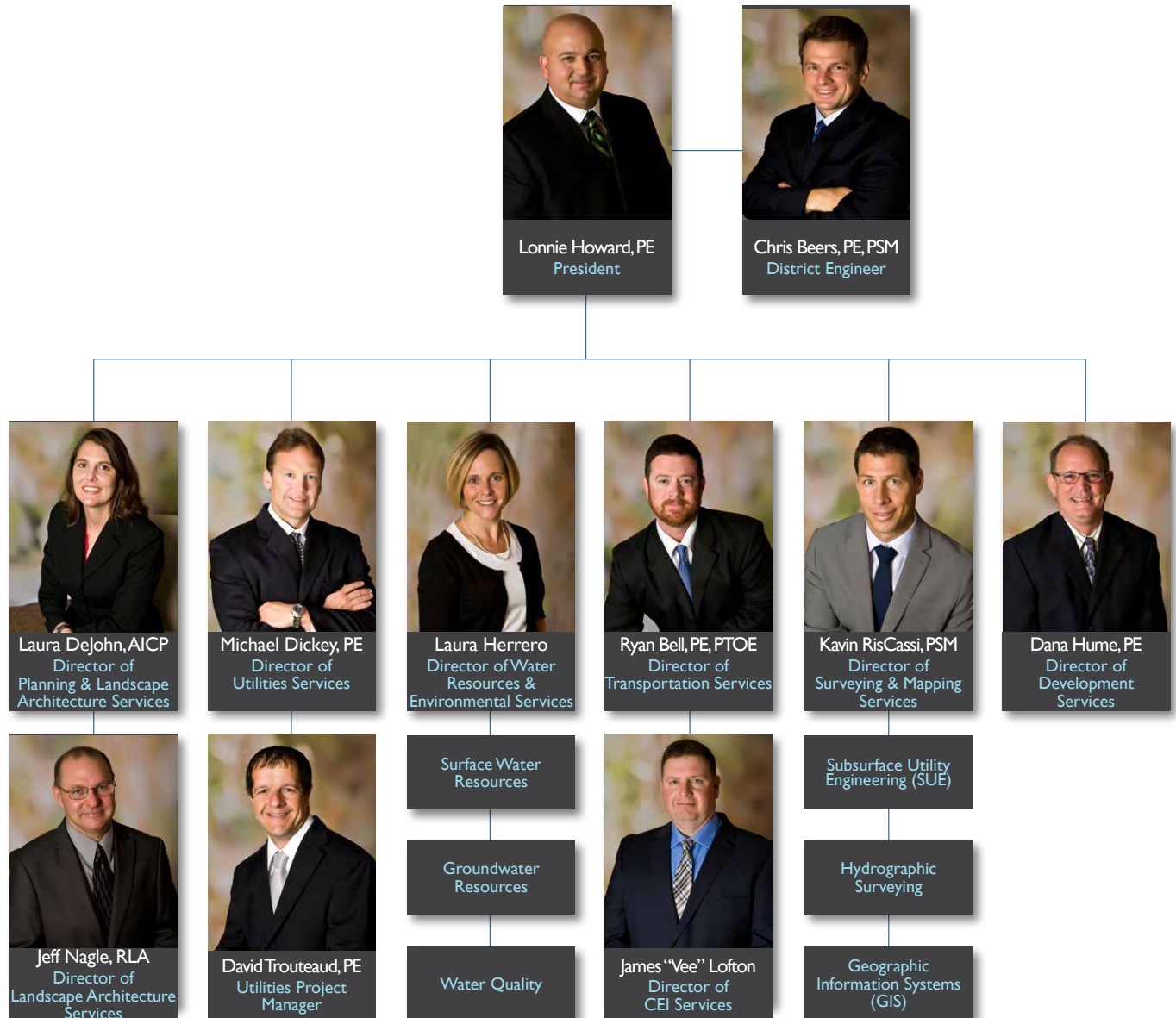
Switchgear, Motor Control Centers, and Generators
Power Distribution Equipment • Lighting
Process & Industrial Control
Systems Integration and Commissioning
Electrical Systems Analysis (Short Circuit and
Protective Coordination)
SCADA Architecture, Networking & Telemetry

SPECIAL DISTRICT ASSISTANCE

Stormwater Management • Water Use
Environmental • Planning
Landscape Architecture
Surveying & Mapping • Utilities
Roadway/Traffic Studies
Geographic Information Systems (GIS)
Construction Engineering & Inspection (CEI)

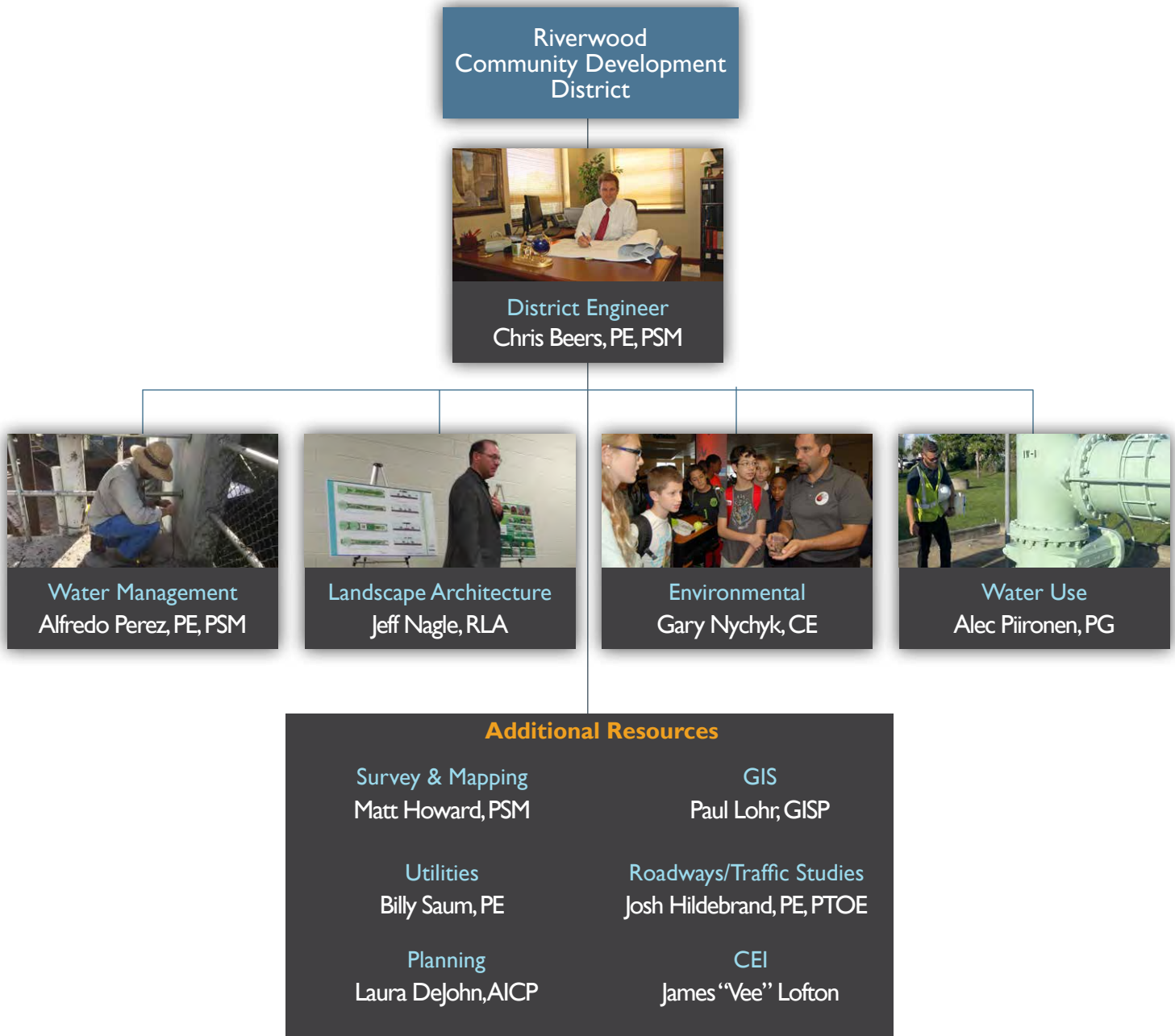
ORGANIZATIONAL STRUCTURE

Johnson Engineering is a corporation led by seven Board of Directors and is comprised of six specialized market groups. Each market group is led by a key officer whose job is to provide beneficial decision making for the company and integrate these decisions with the other market groups.



ASSIGNED TEAM ORGANIZATIONAL CHART

Below is our proposed team we have hand selected to best serve the needs of the CDD. Our team is available and ready to start immediately.



TEAM BIOS

**Chris Beers, PE, PSM - District Engineer**

Chris is the branch manager of our Charlotte County office and has 31 years of experience. He has successfully managed and led many Charlotte County projects including sidewalks (paths), storm structures, regional parks, roadways, bridges and others. He has managed land development projects in Florida, Utah, Kentucky, and Indiana. He is well versed in numerous engineering disciplines, as well as environmental components of the projects he has managed. As the manager of our Charlotte County office, Chris is very familiar with the local stakeholders and issues.

**Alfredo Perez, PE, PSM - Water Management**

Alfredo has 28 years of experience. Alfredo works on a variety of projects entailing various disciplines of engineering which include groundwater, utilities, surface water, construction inspection, report writing, and field data collection. Alfredo is currently more involved in the water resources discipline assisting with environmental resource permitting and surface water management systems. However, he continues to aid in other areas of engineering which consist of surveying and mapping, plan production/ QAQC, and preparing project specifications.

**Jeff Nagle, RLA - Landscape Architecture**

Jeff joined Johnson Engineering in 2012 as a principal landscape architect. Jeff brings a versatile skill set and a reputation built on providing the highest quality of service to both public and private sector clients, including CDDs, with on-time and on-budget deliverables. Having worked in both the public and private sector, Jeff brings a broad range of experience to apply in practice, using an innovative management approach to guide projects from the planning and design phase, through permitting, development and construction. Jeff's specialties include master planning, parks and recreation, streetscapes, roadway, environmental reclamation and mitigation, low impact development, and lighting design.

**Gary Nychyk, CE - Environmental**

Gary is an ecologist whose primary focus is on vegetation mapping, wildlife surveys, protected species management plans, wetland jurisdictional determinations, and wetland mitigation monitoring. He is an Authorized Gopher Tortoise Agent and maintains 11 ultrasonic acoustic recorders used to survey for the endangered Florida bonneted bat. He also conducts Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasures annual site compliance evaluations and training events at Southwest Florida International Airport and Page Field General Aviation Airport. He works closely with the USACE, the SFWMD, FDEP, FDEM, FWC, USFWS as well as local city and county agencies.

**Alec Piironen, PG - Water Use**

Alec joined Johnson Engineering in 2022 and is a hydrogeologist in the company's water resources group. He is responsible for performing hydrogeologic investigations, water resource assessments, aquifer performance testing, support in hydrologic monitoring program development efforts, and water management district water use and Florida Department of Environmental Protection (FDEP) permitting. Additionally, Alec joined Johnson Engineering with a combined six years of experience working as a geologist/engineering technician with other Environmental Consulting Firms, where he worked on a variety of landfill construction and monitoring, contaminate investigation and remediation, and environmental compliance projects.

**Kevin RisCassi, PSM - Survey & Mapping**

Kevin has 33 years of experience successfully providing both residential and commercial clients with control, boundary, topographic, route, and hydrographic surveys, as well as right of way mapping on transmission lines, and construction staking. He has also been developing our subsurface utility engineering (SUE) services. He helped in the design and acquisition our current Vac-Truck which we added to our fleet in 2007 along with our Ground Penetrating Radar equipment. He has managed several projects for Florida Power and Light, Lee County Electric Co-Op, Fort Myers Utilities, Charlotte County Utilities, Collier County Utilities and private contractors in design and as-built phases with required subsurface utility deliverables.


Billy Saum, PE - Utilities

Billy has been with Johnson Engineering since 2015. He is a professional engineer and project manager for utility related projects. Billy has experience in project management, pump station and pipeline design, FDOT utility coordination and adjustments, hydraulic modeling and calculations, pump selecting, construction administration, plan production, and permitting for clients throughout South Florida. Billy also has extensive experience in pump station data collection and performance analysis for hundreds of pump stations in South Florida. Recently, he has designed and managed various pump station rehabilitation and emergency power resiliency projects for municipal wastewater systems. While most of his experience thus far has been with municipal projects, he has completed various assignments for commercial and residential projects as well.


Josh Hildebrand, PE, PTOE - Transportation

In 2007, Josh began his professional career and has since served as a team member in the transportation services division at Johnson Engineering. He has worked on various projects throughout Southwest Florida and is familiar with traffic studies, supervision of traffic data collection, roadway design, pathway design, construction, and the permitting procedures of the local municipalities. Josh has worked on 100+ traffic / construction feasibility-related engineering studies, roadway and drainage design projects within public right-of-way. This experience provides him with a unique understanding of the development of corridor and intersection design, parking demand, traffic generation, ADA compliance-related challenges, and the permitting requirements on both private and public capital improvement projects.


Paul Lohr, GISP - Geographic Information Systems (GIS)

Paul began working for Johnson Engineering in 2000 as an engineering technician and now serves as a senior Geographic Information Systems (GIS) analyst. He is a certified GIS Professional, with a large portion of his work effort being devoted to GIS specialization including analysis, map production, data setup and management, integration of GIS and GPS hardware/software and development of web-based GIS mapping applications. Paul assisted Johnson Engineering in obtaining the ArcGIS Online Specialty certification. Paul is knowledgeable in a variety of GIS and CAD applications and is familiar with several scripting and programming languages.

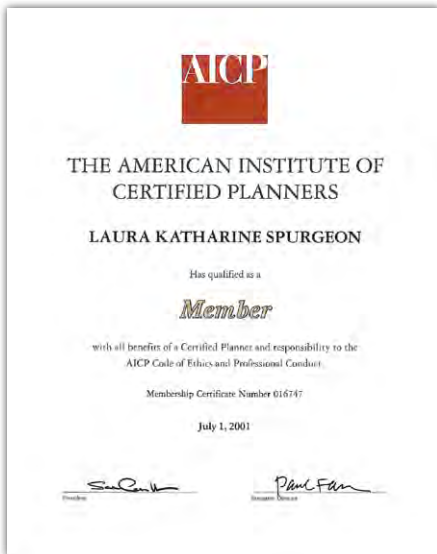
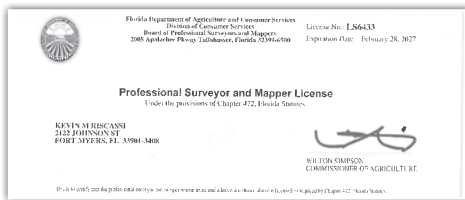
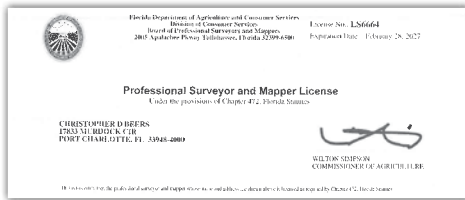

Laura DeJohn, AICP - Planning

A Certified Planner since 2001, Laura has more than 25 years of professional experience in both public and private sector planning, including five years as a planner for the City of Naples. As Johnson Engineering's Director of Planning & Landscape Architecture, Laura manages projects involving development feasibility studies and site assessments, monitoring reports, code writing, preparation and presentation of land use and zoning applications, site design, master planning, and community visioning. Her experience includes entitlement of new development and redevelopment projects; architectural design review; annexation; and incentive-based codes. She has presented for the American Institute of Architects of Southwest Florida, FGCU, and the Florida Chapter of the American Planning Association, and is an appointed member of the Collier County Development Services Advisory Committee.


James "Vee" Lofton - CEI

Vee is director of the construction engineering & inspection (CEI) team. He has 37 years of experience in roadway and bridge construction, project administration, and inspection in both traditional design-bid-build and design-build. His extensive experience also includes interstate highways and bridges, pile driving, earthwork, sub grade and base construction, asphalt paving, drainage items, and all types of utilities and related relocations. He specializes in document control for both quality assurance and quality control testing. His previous experience as a consultant program manager with the Florida Department of Transportation (FDOT) gives him a unique perspective of the bidding process, construction techniques utilized, as well as an understanding of the maintaining agency's needs.

BUSINESS & PROFESSIONAL LICENSES/ CERTIFICATIONS



b. Certified Minority Business Enterprise





Johnson Engineering is not a certified minority business. However, we take great pride in being an equal opportunity employer. **We are committed to promoting other MBEs.** Our goal is to establish a team in the best interest of our clients, while maintaining the standard of quality our firm and clients demand.

Once selected, we will work closely with the CDD to identify other potential minority teaming opportunities.

Equal Opportunity/Affirmative Action Employer

Johnson Engineering is an Equal Employment Opportunity and Affirmative Action Employer and seeks to recruit qualified women, qualified minorities, qualified individuals with disabilities and qualified protected veterans. It is the policy of Johnson Engineering not to discriminate against any employee or applicant for employment based on race, gender, age, disability or national origin or because he or she is a qualified individual with a disability, a disabled veteran, a newly separated veteran, a campaign veteran or an armed forces service medal veteran.

c. Willingness to Meet Time & Budget



WILLINGNESS TO MEET TIME & BUDGET

As noted in our organizational chart, Chris Beers, PE, PSM will be the District Engineer for this CDD if Johnson Engineering is selected. Support will also be provided by Alfredo Perez, PE, PSM, Gary Nychyk, CE, and Jeff Nagle, RLA, to name a few.

Gary Nychyk has helped many special districts navigate environmental issues and Jeff Nagle has assisted in landscape enhancements throughout Florida. Alfredo Perez has assisted on many of the CDDs undertaking pond/lake inspections, drainage system inspections, roadway and sidewalk assessments, and construction observation.

Additionally, we have a staff of more than 130 to assist whenever needed.

The growth of Johnson Engineering's Special District clientele is a testament to the past performance we have provided and will continue to provide to the respective Districts we serve. Many of the Districts are managed by the same management company as well as the same District Manager indicating a trust in our abilities to perform when needed.

As you can see, we have an established track record of successfully providing district engineering services locally to multiple community development districts over the last decade and a half.

Per the Consultants Competitive Negotiations Act, fees are not part of the qualifications review. However, if selected, Johnson Engineering will submit its standard hourly rates to the District for discussion as part of the contract negotiation process.



d. Past Performance



PREVIOUS CDD DISTRICT ENGINEER EXPERIENCE & REFERENCES

RIVERWOOD CDD District Engineer

Inframark
Mr. Robert Koncar
5911 Country Lakes Drive
Fort Myers, FL 33905
(904) 626-0593
Bob.Koncar@inframark.com



Johnson Engineering is one of two firms providing engineering services for this district. Our focus is on water management, environmental, road, and landscape needs with the other firm focused on the utility plants operated by the District. The District has several water management permits, which we are assisting with budgeting to meet permit requirements.

SARASOTA NATIONAL CDD District Engineer

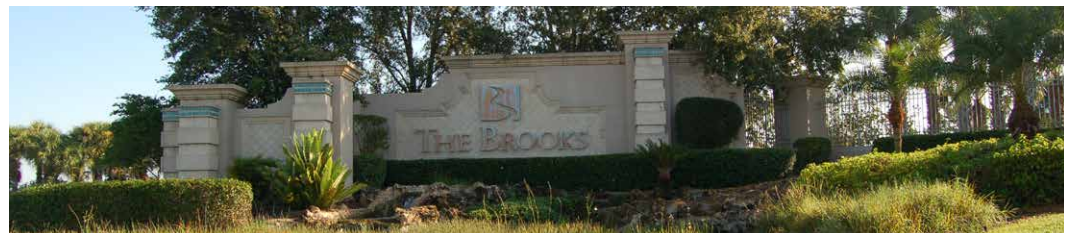
Wrathell, Hunt & Associates
Mr. Chuck Adams
9220 Bonita Beach Road,
Suite 214
Bonita Springs, FL 34135
(239) 498-9020
adamsc@whhassociates.com



The Sarasota National CDD encompasses an area of approximately 2,400+ acres in unincorporated Sarasota County, Florida and is generally located south of U.S. 41 and east of Jacaranda Blvd in Venice, FL. Infrastructure consists of public roadways, storm water management, potable water, wastewater, irrigation and reuse, landscaping, environmental facilities, and off-site improvements. The Sarasota National CDD is a local, special-purpose government entity authorized by Chapter 190 of the Florida Statutes as amended, and was established on November 1, 2006.

THE BROOKS OF BONITA SPRINGS CDD District Engineer

Wrathell, Hunt & Associates
Mr. Chuck Adams
9220 Bonita Beach Road,
Suite 214
Bonita Springs, FL 34135
(239) 498-9020
adamsc@whhassociates.com



Johnson Engineering is the District Engineer for The Brooks of Bonita Springs CDD in South Lee County, Florida. Our team provides professional engineering services, including establishment, reports for bonds, assisting during the construction and development process, as well as during the operation and maintenance of the CDD.

VERANDAH WEST CDD District Engineer

Wrathell, Hunt & Associates
Mr. Chuck Adams
9220 Bonita Beach Road,
Suite 214
Bonita Springs, FL 34135
(239) 498-9020
adamsc@whhassociates.com



Johnson Engineering prepared the original Engineer's Report and amendments along with the other items in the community. During construction, portions of the community assets were reviewed by our team prior to acquisition by the CDD. This included review of construction documents, onsite testing and certifications to the regulatory agencies. We also helped with delineation of conservation areas and private lands within the District for the division of maintenance responsibilities.

MEDITERRA

District Engineer

Wrathell, Hunt & Associates
Mr. Chuck Adams
9220 Bonita Beach Road,
Suite 214
Bonita Springs, FL 34135
(239) 498-9020
adamsc@whhassociates.com



Johnson Engineering has been the District Engineer at Meditterra since 2002. Work has included pay request review for release of bond funds, stormwater pond evaluations, fire safety related to naturally vegetated areas, and littoral vegetation maintenance.

PELICAN MARSH CDD

District Engineer

Dorrill Management Group
Mr. W. Neil Dorrell
5672 Strand Court, Suite 1
Naples, FL 34110
(239) 592-9115
nsdorrell@aol.com



Johnson Engineering has provided general engineering services for the Pelican Marsh CDD in North Collier County, Florida since 2002. The services we have provided the District include reviewing the stormwater system when flooding has occurred throughout the community, reviewing offsite impacts of existing and proposed facilities affecting the stormwater system and assisting with improving the access control facilities, and reviewing roadway signage and sight distance issues. In 2017, the community began a multi-year roadway paving project of the main CDD roads. Our transportation group provided a pavement condition report and Construction, Engineering, and Inspection (CEI) services during the project to monitor contractor performance and verify invoicing quantities.

CORY LAKES CDD

District Engineer

Mr. Larry Krause
1540 International Parkway
Suite 2000
Lake Mary, FL 32746
(813) 565-4663



Johnson Engineering is the District Engineer for the Cory Lakes Community Development District. This District has an extensive stormwater system consisting of several interconnected lakes and wetlands. Our work has included assisting the District to replace large concrete stormwater structures that were in desperate need of repair as well as assisting with general maintenance issues related to failing inlets, pipes and drainage ditches. Other services have included ADA surveys, new concrete sidewalks and assistance with concrete bridge repairs.

CYPRESS SHADOWS CDD

District Engineer

Inframark
Mr. Bryan Radcliff
2005 Pan Am Circle Ste 300
Tampa, Florida 33607
(813) 873-7300
bryan.radcliff@inframark.com



Johnson Engineering began providing professional engineering services for the Cypress Shadows CDD following a request for qualifications in 2020, a few years after it transferred to a resident-majority board. Our work commenced with research into the existing permits, plans, plats, and related documents which were used to develop a tabular listing and multiple maps that identified the areas of the community owned and operated by the CDD. We may also provide general engineering services for the CDD, including preparation of reports, meeting attendance, reports for bonds, feasibility studies, and assistance during construction.

PARK PLACE CDD District Engineer

Inframark
Mr. Gene Roberts
2005 Pan Am Circle Ste 300
Tampa, Florida 33607
(813) 873-7300 ext 116
gene.roberts@inframark.com



As District Engineer for the Park Place CDD, Johnson Engineering has provided general engineering services related to traffic calming, roadway repairs and improvements (asphalt and brick pavers), ADA compliance, vendor/contractor selection and oversight, parking assessments and inspection of stormwater detention ponds as well as a other professional services on an as-needed basis. By closely coordinating with the District Manager and communicating effectively with the Board, we have been able to assist the District in maintaining its infrastructure at an acceptable level.

PINE AIR LAKES CDD District Engineer

Governmental Mgmt. Services
Mr. Rich Hans
5701 North Pine Island Road,
Suite 370
Fort Lauderdale, FL 33321
(954) 721-8681
rhans@govmgtsvc.com



Johnson Engineering provides professional engineering services for Pine Air Lakes Community Development District located in Collier County, Florida. The work includes establishment, reports for bonds, assisting during the construction and development process, as well as during the operation and maintenance of the CDD. Our environmental team is currently providing preserve maintenance by overseeing exotic vegetation maintenance events.

LAKESIDE PLANTATION CDD District Engineer

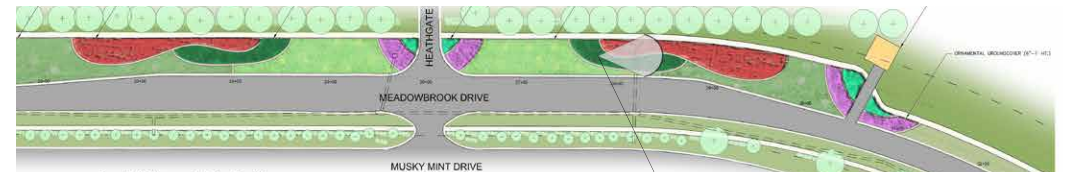
Governmental Management
Services - Central Florida, LLC
Mr. George Flint
135 West Central Blvd, Suite 320
Orlando, FL 32801
(407) 841-5524
gflint@gmscfl.com



Johnson Engineering provides professional engineering services for Lakeside Plantation Community Development District. We service as District Engineer in the areas of stormwater management, environmental issues, transportation/roadway issues, utility design, landscape design, and construction management and observation, along with current permitting requirements in order to efficiently maintain or expand the District's services that are being provided to its residents.

SUNCOAST CDD District Engineer

Inframark
Ms. Jayna Cooper
2654 Cypress Ridge Blvd., Ste 101
Wesley Chapel, FL 33544
(813) 608-8242
jayna.cooper@inframark.com



Johnson Engineering was selected to provide professional engineering services for the Suncoast Community Development District in Pasco County, Florida in August 2013. Our work has included inspection of stormwater detention ponds (for SWFWMD Certification), review of and recommendations pertaining to contractor proposals, facilitating discussions between the Board of Supervisors and County staff, identifying and reporting roadway structural issues and responding to resident inquiries. Our landscape team designed the replacement of existing turf grass within the County ROW along the community's main entry road with a Florida Friendly and aesthetically pleasing landscape treatment. The design required consideration of the roadway landscape restrictions which limited the plant selections to grasses and groundcover to avoid frangibility concerns of trees within the roadway corridor.

LONGLEAF CDD

District Engineer

Inframark
Ms. Jayna Cooper
2654 Cypress Ridge Blvd., Ste 101
Wesley Chapel, FL 33544
(813) 608-8242
jayna.cooper@inframark.com



Johnson Engineering has provided professional engineering services for the Longleaf Community Development District in Pasco County, Florida since 2009. The work includes establishment, reports for bonds, processing National Pollutant Discharge Elimination System (NPDES) permit compliance, assisting during the construction and development process, as well as during the operation and maintenance of the CDD. Additional services have included sidewalk/ADA surveys, resolution of trip hazards as a result of tree roots, solving drainage issues, pavement condition surveys, construction administration and observation, and regular communication with District Staff.

FOREST CREEK CDD

District Engineer

Inframark
Mr. Andrew Mendenhall
2654 Cypress Ridge Blvd. Suite 101
Wesley Chapel, FL 33544
(813) 991-4014
andymendenhall@inframark.com



Johnson Engineering provides general engineering services to the Forest Creek Community Development District. As District Engineer, we have assisted the District with its needs in the areas of stormwater management, environmental issues, transportation/roadway issues, survey, project bidding and construction observation as well as any additional services on an as-needed basis. Projects have included, but were not limited to, sidewalk repairs, roadway repaving, review of vegetative growth in conservation/preservation areas and permit research.



CDD CLIENT REFERENCES



5680 W. CYPRESS STREET T: 813-397-5120
SUITE A F: 813-873-7070
TAMPA, FL 33607 WWW.MERITUSDISTRICTS.COM

Subject: Johnson Engineering, Inc.

To Whom It May Concern:

We have worked with Johnson Engineering, Inc. in their capacity as District Engineer for nearly a decade. They are responsive to the needs of the community by working diligently with the Board of Supervisors through our management office and in conjunction with District Counsel. Their firm provides a broad spectrum of services which allows them to do most projects without outside assistance.

They assign a project manager to the Community Development District and then, through that person, bring in other team members as needed. Johnson Engineering has in-house expertise to accomplish groundwater management, surface water management, environmental, transportation, landscape architecture, planning, utilities, surveying and site civil work.

They are a firm that we continually look forward to working with.

Sincerely,
MERITUS DISTRICTS

Brian K. Lamb
Chief Executive Officer
5680 W. Cypress Street, Suite A
Tampa, Florida 33607
(813) 397-5120

"SYNONYMOUS WITH COMMUNITY SERVICE"



Wratbell, Hart, Hunt and Associates, LLC
Building client relationships one step at a time...

Subject: Johnson Engineering, Inc.

To Whom It May Concern:

I have worked with Johnson Engineering, Inc. in their capacity as District Engineer for 17 years. They are responsive to the needs of the community by working diligently for the Board of Supervisors through our management office and in conjunction with the District Attorney. Their firm has a broad spectrum of services, which allow them to do most projects without the need for outside assistance.

They assign a project manager to the Community Development District and then, through that person, bring in other team members as needed. Johnsons Engineering has in-house expertise to accomplish ground water management, surface water management, environmental, transportation, landscape architecture, planning, utilities, surveying and site civil work.

We look forward to working with them on additional projects in the future.

Sincerely,

Chesley E. Adams Jr.
Director of Operations

APPROACH & IMPROVEMENT RECOMMENDATIONS



Special District Experience

Our team has extensive Special Districts Experience (CDDs/CIDs) experience throughout Florida, as we are the District Engineer for many Special Districts. The work includes establishment, reports for bonds, and assistance during the construction and development process as well as ongoing services during the operation and maintenance of the District. During the construction and development process, we prepare the Engineer's Reports and amendments when needed, and review and approve requisitions from bond proceeds. After the work is complete or largely complete by the original developer, we participate in the long-term operation and maintenance with through facilities modifications, GATSB 34, upgrades to irrigation and maintenance facilities, as well as modifications to the water management system. We have assisted, and are currently assisting, Districts with sidewalk/ADA assessments, traffic signage and pavement marking surveys, ownership mapping, pavement condition assessments, drainage issue resolution, pond and wetland inspections, road resurfacing, and other improvement projects. We have also developed a Permit Criteria Manual to be used for new phases of development within the District limits of one of our clients.

On a regular basis (sometimes monthly), we survey our existing CID/CDD/HOA communities and provide a report to the District Manager identifying any safety or infrastructure concerns. Our reports have included photos and descriptions of lifted and/or cracked sidewalks (sometimes because of tree roots) related to ADA non-compliance, areas of ponding, slope erosion/failure, locations of faded traffic signs or pavement markings and locations of pavement failure. Solutions have included chemical grout injection to address sidewalk trip hazards, saving our clients time and money (we were able to address 10 times the number of trip hazard locations using this method verses the traditional sidewalk removal and replacement method for the same amount of money, freeing up funds for other projects). Root barriers have also been implemented in addressing the sidewalk locations being affected by tree roots. Our experience has shown that some issues can be resolved quickly and with minimal disruption to a community's residents by pursuing alternatives to construction.

Stormwater Management Systems

Hundreds of stormwater management facilities in communities throughout Southwest Florida bear the professional seal of our staff. The members of our surface water management team of professionals have experience in everything from county-level surface water master planning to stormwater facility design for small businesses. Some of the most exciting projects come out of stormwater retrofits of existing communities, which can be some of the most challenging and complex. Many times, it is not physically or financially feasible to completely fix an existing problem. Our team of surface water professionals understand this and work with our clients and interested third parties to come up with the best financially-feasible solution. Water quality is now in the forefront of all retrofit projects. The flooding and water quality problems must be solved simultaneously even though their solutions often work at odds to each other. Our experience and understanding of the local hydraulics and hydrology of Collier and Lee Counties and surface water BMPs helps us solve both problems with one solution.





Transportation

Our transportation team has assisted other local CID/CDDs/HOAs with their roadway maintenance issues by communicating solutions promptly as if they had their very own Public Works department. With more than 15 employees supporting him within our transportation market group, we are experienced in a wide of array of roadway design and construction inspection services. We are familiar with the requirements and operating procedures of many municipalities in Florida including the FDOT. We are also experienced in all manners of permitting associated with transportation improvements including FDOT pre-qualifications in the following areas: 3.1, 3.2, 6.1, 7.1, 7.2, 7.3, 8.1, 8.2, 8.4, 10.1, 10.4, 13.6, 15.

Our design services range from sidewalk ADA compliance reviews, corridor analyses, preliminary design studies, and intersection improvements to full scale major roadway design. Roadway design is intricately correlated with the adjacent development, drainage, utilities, and environment. With in-house expertise in these areas as well, we offer a comprehensive design and permitting service. We also have long standing relationships with proven consultants in the transportation sub-disciplines of traffic, lighting, and signalization. These relationships perfectly complement our core design, providing a complete and quality design product.

Our transportation group also offers construction engineering and inspection (CEI). With 10 FDOT certified roadway and utility construction inspectors, we have the means to make sure the design is constructed properly. Our inspection staff is also well versed in the construction and acceptance criteria of the local municipalities. On-site inspection is critical to ensure compliance not only with the plans, but with the specifications and contract documents. Inspection is often required in cases where improvements are to be turned over to a local municipality for maintenance. Our local experience and thorough expertise in all manners of transportation improvement projects will ensure a quality product is delivered in an efficient manner; from conception to completion.



Environmental Monitoring Experience

Our team is adept at the preparation of all types of mitigation and environmental monitoring reports required by the South Florida Water Management District, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, and any pertinent local agencies requiring this information. In addition, a mitigation monitoring protocol is established and designed as specified in the permits issued for development. We have implemented monitoring programs for a variety of mitigation areas ranging from under 10 acres to 13,000 acres. Components of typical monitoring programs include the establishment and analysis of vegetation monitoring transects, groundwater monitoring wells, mapping of invasive exotic vegetation, and identification and quantification of fish and macroinvertebrate species to assess wetland health and surface water quality within freshwater and estuarine wetland ecosystems.



Utilities

Utilities play a fundamental part in our everyday lives, yet we take for granted the vast systems of water, irrigation and sewer lines that run beneath us, and the engineering it took to provide such consistent service. Our utilities market group is a highly motivated and energetic group of professionals dedicated to the water and wastewater industry. Our expertise has brought water to fire hydrants, homes, drinking fountains, and swimming pools throughout Florida and provided wastewater systems for entire communities. While Collier County Utilities provides services to your community, we stand ready to advise if difficulties arise.

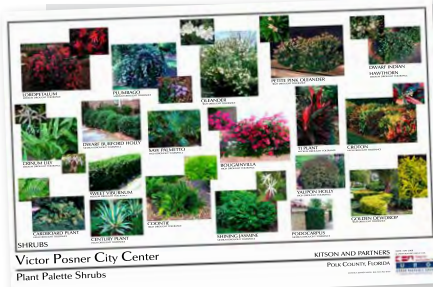


Landscape Architecture

It has been said, "You only get one chance to make a first impression." This adage expresses the primary reasons for developing beautiful landscapes and streetscapes along the main corridors and neighborhood entries within your community. The main portal into this existing residential neighborhood will set the stage for impressions of the community by residents and visitors. The character of this roadway should stand out and reflect that certain level of treatment and attention to detail that represents the lifestyle within the community. At the same time, it must emphasize a gracious welcoming into this neighborhood and the variety of amenities it provides.

Our guide for developing a beautiful landscape renovation design is our focus on complying with the Landscape Committee's goals and "Vision". For this community, the landscape renovation design could include:

- ✎ Utilizing "Florida Friendly" and native landscaping,
- ✎ Incorporating native and drought tolerant plantings,
- ✎ Minimizing landscape maintenance,
- ✎ Implementing sustainability with the elimination of standard irrigation practices,
- ✎ Compliance with sight visibility requirements,
- ✎ Proposed landscape enhancements that provide continuity with existing landscaping surrounding the project area.



Landscape Architecture Services for CDDs often include:

Design Review for Building Guideline Compliance

- ✎ New construction
- ✎ Remodeling / Additions
- ✎ Color & material change recommendations & approvals

Horticultural Maintenance

- ✎ Site walkthrough evaluation & report: Are you paying for too much maintenance? Occasional pruning vs. continual trimming
- ✎ Maintenance guide: Excessive trimming...it all looks the same! Fertilization for healthy plants, pest control recommendations

Arboricultural & Coordination Services

- ✎ Tree trimming overview & recommendations. Trees can create ongoing concerns if left unattended... insurance implications!
- ✎ Coordinate work with Certified Arborists

Design Upgrades to Maintain Property Values:

- ✎ Community "Branding" and Master Planning
- ✎ Refurbish declining plantings
- ✎ Site enhancements with sustainability techniques and Low Impact Development (LID) design
- ✎ Landscape modifications, revised plant palette suggestions for better curb appeal, less maintenance, reduced water consumption - sustainability/Florida Friendly/native
- ✎ Hardscape refurbishment: fences and buffers, pavements, signs, water features, pools and spas, recreation elements, image & identity, outdoor furniture, etc.
- ✎ Landscape lighting design/area lighting design
- ✎ Community "Branding" and Master Planning
- ✎ Site lighting design

Irrigation

- ✎ Perform a wet check to evaluate proper design & operation
- ✎ Design modifications, upgrades & water use improvements
- ✎ Water source design and connections (well, potable or reclaim)

Permitting & Compliance

- ✎ ADA Compliance Audits
- ✎ Tree removal permits
- ✎ Landscape & Irrigation Certification
- ✎ Local government permitting
- ✎ Landscape Construction Phase Services
- ✎ Plans Preparation
- ✎ Bidding Assistance
- ✎ Construction Observation & Reporting



Geographic Information Systems (GIS)

Our team uses ESRI's ArcGIS technology to provide an array of interactive digital mapping, data management and spatial analysis and 3D modeling solutions. Tailored web-based applications can be developed for secured, client-only access or for public presentation of maps and support analysis of spatial data. Using GPS, conventional surveying and subsurface utility engineering, our team can provide GIS utility mapping, including asset management, inventories, systems analysis tools and real time system conditions and monitoring. We locate and identify the elements, attributes and condition of these networks and offer a true working model to our clients. We also offer the support, update, and maintenance of our GIS deliverables to ensure that our clients have the most up-to-date and accurate mapping resources available.

Johnson Engineering's GIS team has developed Mobile Mapping applications for iPhone and iPad devices, as well as for some Android and Blackberry mobile devices. These applications allow you to access and view your project specific data layers on your mobile device and see your current position relative to those layers with an aerial background using your device's GPS location information. Mobile maps are also viewable using standard desktop web browsers. Data layers vary from point based features to linear or polygon features. Our team currently employs this technology to assist field operations for environmental/species mapping, well locations and stormwater facilities.

Mobile Mapping Application Benefits - ArcGIS Application - Uses

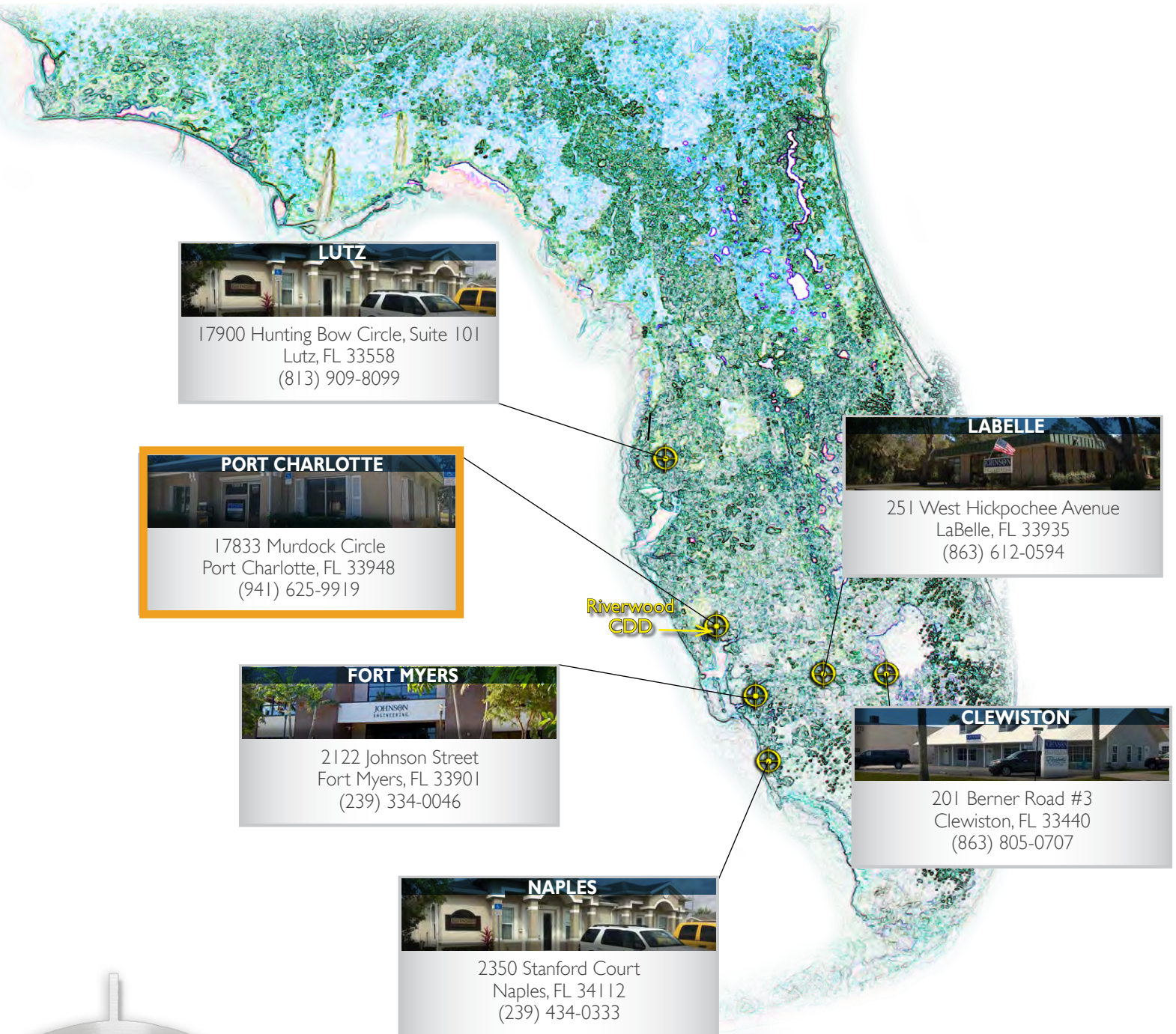
- Navigate to field features like wells, structures, monitoring stations, etc.
- Illustrate for clients, proposed conditions on site.
- Visualize multiple projects with aerial backgrounds.
- Locate and visualize existing/proposed underground facilities.
- Follow onsite drainage patterns and interaction with regional drainage features.
- Track and navigate to project assets and amenities
- Depict and navigate to Boundary Survey and Control monumentation.
- Overlay and visualize a variety of agency polygon coverages with your project limits like Land Use/Land Cover, Wetlands, Soils, Water Body IDs, FEMA Flood Lines, Zoning, Future Land Use, etc.

e. Geographic Location



OFFICE LOCATIONS

We have six offices located throughout Florida. Our Port Charlotte office will be the base of operations providing District Engineering Services to the Riverwood Community Development District, with support from our other staff.



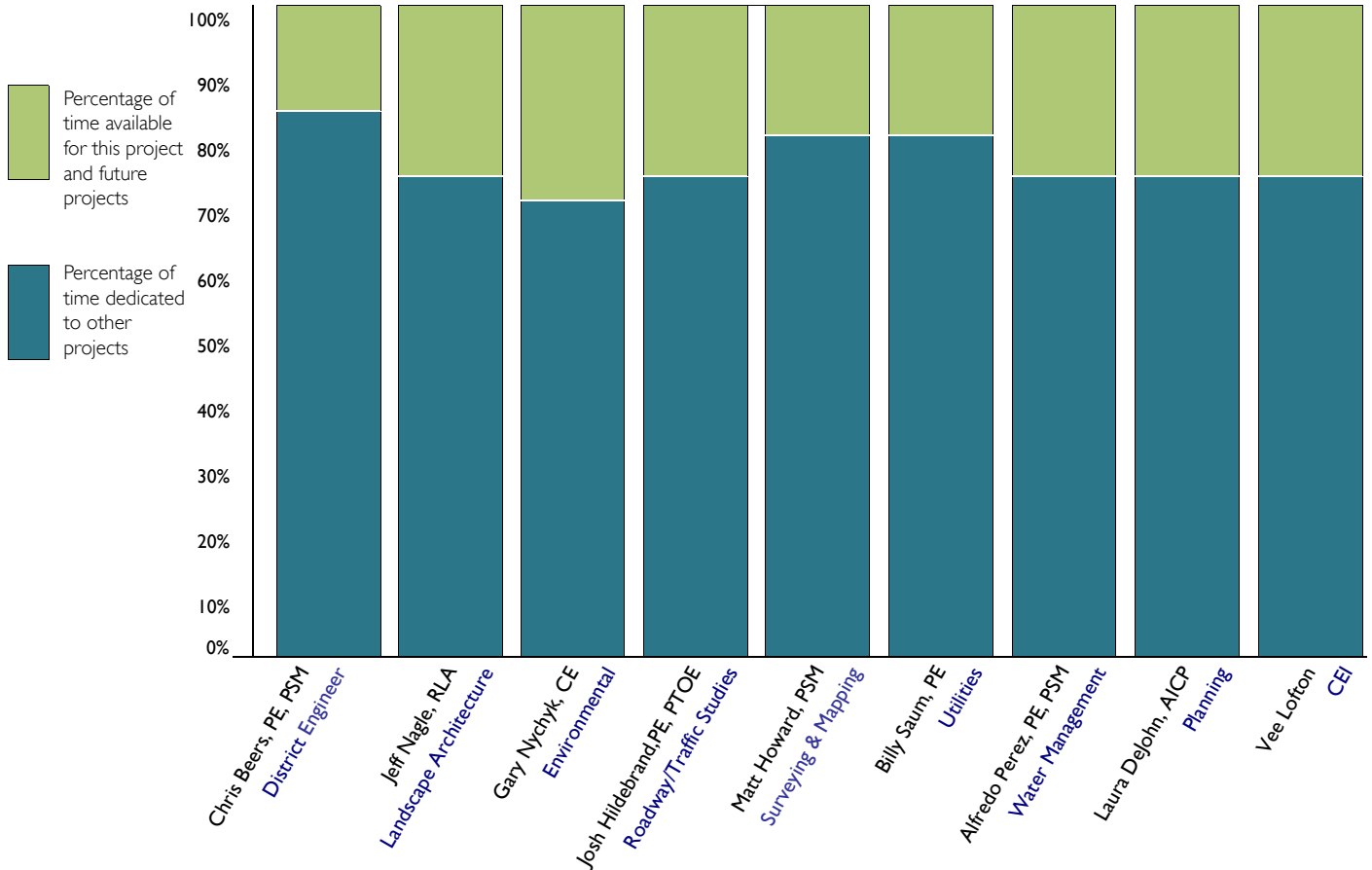
f. Current & Projected Workloads



CURRENT & PROJECTED WORKLOAD

All key team members have sufficient availability and are excited to dedicate their efforts to help the CDD. With a company of 130 experienced employees, we have the ability to accommodate your schedule.

Current Percentage of Available Time of Key Personnel



g. Volume of Work Previously Awarded to Consultant by District





As previously noted, we have been working with Special Districts for more than 48 years throughout the State of Florida. We have provided services related to drainage, survey, environmental issues, transportation/roadway issues, utility design, landscape design and construction management.

We have successfully interacted with the District Manager and District Counsel in their capacity at other Districts.

If selected, we are ready to assist the Board to achieve its goals and to contribute to the efficient operation and maintenance of the District's infrastructure.



h. SF330



JOHNSON
ENGINEERING
— An Apex Company —

ARCHITECT-ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (*City and State*)

Riverwood Community Development District - District Engineer, Port Charlotte, FL

2. PUBLIC NOTICE DATE

3. SOLICITATION OF PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Chris Beers, PE, PSM, District Engineer

5. NAME OF FIRM

Johnson Engineering, LLC

6. TELEPHONE NUMBER

(941) 625-9919

7. FAX NUMBER

n/a

8. E-MAIL ADDRESS

cbeers@johnsoneng.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON- TRACTOR			
a.	X			Johnson Engineering, LLC <input type="checkbox"/> CHECK IF BRANCH OFFICE	2122 Johnson Street Fort Myers, Florida 33901	Project Management, Water Management, Utilities, Surveying, GIS, Environmental, Roadways, Construction Inspection, Planning, Landscape Architecture, Traffic
b.	X			Johnson Engineering, LLC <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	17833 Murdock Circle Port Charlotte, Florida 33948	Project Management, Water Management, Utilities, Surveying, GIS, Environmental, Roadways, Construction Inspection, Planning, Landscape Architecture, Traffic
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Included within proposal)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

Agenda Page 217

12. NAME Christopher Beers, PE, PSM		13. ROLE IN THIS CONTRACT Civil Engineering		14. YEARS EXPERIENCE a. TOTAL 31 b. WITH CURRENT FIRM 19	
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, LLC, Port Charlotte, Florida					
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. - Civil Engineering Master of Business Administration (MBA)			17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida - PE, PSM Indiana - PE Kentucky - PE, PLS Utah - PE		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Florida Engineering Society - Myakka Chapter, Peace River Engineering Society, Kentucky Leadership PE, NAUI SCUBA Certified, FDEP Stormwater Management Inspector #20344, Wood Badge SR 907 Alumni, Coral Coast Basketball Officials Association Board of Directors, Economic Development Partners Charlotte County Member					
19. RELEVANT PROJECTS					
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED			
Fire District #10 Charlotte County, Florida		PROFESSIONAL SERVICES 2021		CONSTRUCTION (If applicable) 2021	
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
Johnson Engineering performed the survey, site design, permitting, Charlotte County site plan review, utility design/permitting, environmental, and landscape design for this new fire station on Palm Island. This project was unique as it was on a barrier island and had to abide by the Bridgeless Barrier Island Land Development Zoning code and regulations. Also, the property selection due diligence portion was extensive with the County requiring public meetings and presentation to the Fire Marshal and Board of County Commissioners. The property had gopher tortoises which required extensive environmental studies and gopher tortoise permitting and relocation. The project was completed on time and within budget.					
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED			
West County Regional Park (Oyster Creek Park) Charlotte County, Florida		PROFESSIONAL SERVICES 2006		CONSTRUCTION (If applicable) 2007	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
This marquee park for the Charlotte County Regional Park system is located in Englewood on San Casa Road. It is a 175-acre park that includes 65+ acres of improvements consisting of three football fields, Cricket field, basketball, tennis, pool facilities, and 18,000 square foot 'state of the art' skate park, along with other amenities. The park has 3,700+ linear feet of nature trails and 3,000+ linear feet of pedestrian trails. Chris served as project manager, field engineer and the engineer of record during the construction phase, completion and agency close-out.					
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED			
MURT Phase 2 & 3 City of Punta Gorda, Florida		PROFESSIONAL SERVICES 2012		CONSTRUCTION (If applicable)	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
Johnson Engineering is the engineer of record for Phase 2 and Phase 3 of the City's MURT along U.S. 41. These phases travel U.S. 41 from Airport Road to Aquí Esta and Monaco Drive to Taylor Road. It will also connect to the current Burnt Store/Jones Loop intersection improvements being constructed. This 10' wide path will help complete the City's master planned "Loop Around the City" and be a great resource for the City's residents. Chris Beers is the engineer of record and project manager and has been coordinating with City officials since the inception of the project. Much coordination with FDOT, FPL Fibernet, Railroad, Lighting and others is necessary for the completion of this project.					
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED			
Eastport Master Planning Charlotte County, Florida		PROFESSIONAL SERVICES 2018		CONSTRUCTION (If applicable) 2018	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
Johnson Engineering provided professional planning and design services for approximately 691 acres located in the northwest quadrant of Interstate 75 and Harborview Road in Port Charlotte. The goal of this project was to create a long-term plan for future County facilities. We conducted interviews with personnel of five Departments/Divisions to determine anticipated needs and trends over a 20-year horizon to accommodate future growth of: Facilities Construction and Maintenance, Utilities (Loveland Complex, Administration, Warehouse), Community Services Maintenance and Natural Resources, Public Works Administration, Operations and Engineering. The Master Plan provides a framework and vision for the County to ensure adequate access, parking, water management, building space, yard areas, and open space are allocated within the County's government facility campus so they can meet future demands.					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Alfredo Perez, PE, PSM	13. ROLE IN THIS CONTRACT Water Management	14. YEARS EXPERIENCE	
		a. TOTAL 28	b. WITH CURRENT FIRM 20
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, LLC, Fort Myers, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida - PE & PSM	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) OSHA 10: Construction Outreach Training Course			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Green Meadows Water Treatment Plant Wellfield Expansion - Lee County Utilities Lee County, Florida	2012 - 2015	2015-2018
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsible for preparing the design plans pre-construction and overseeing daily construction activities on the proposed potable wells, raw water lines and roadway. Assisted in review of shop drawings, field directive changes, water quality sampling, specific capacity testing, step drawdown testing, aquifer performance testing, pressure testing, density testing, roadway grading, construction reporting, project certification review and record drawing preparation.		
b.	Peace River Dredging - Peace River Manasota Regional Water Supply Authority Desoto County, Florida	2014 - 2016	2016-2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Responsibilities included: assisting with the hydrographic survey, survey review, plan exhibit preparation, modeling (HECRAS) existing conditions for the proposed pump intake, shop drawing review during river dredging, and post dredge comparison of the project.		
c.	Production Well No. 3 - Seminole Tribe of Florida Collier County, Florida	2013	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Construction engineering and inspection on the Immokalee Reservation's newest potable water supply well. Responsibilities, included: plan production, shop drawing review, pipeline pressure testing, drawdown testing, and serving as the company's engineering representative during construction.		
d.	Ben Hill - Alico Road Wastewater Force Main Lee County, Florida	2013	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Performed a pipeline alignment analysis on a future force main along a major corridor in Lee County. Report recommended best option based on location, existing utilities, construction methods, cost, and overall feasibility of constructing a pipeline.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Jeff Nagle, RLA	13. ROLE IN THIS CONTRACT Landscape Architecture	14. YEARS EXPERIENCE	
		a. TOTAL 41	b. WITH CURRENT FIRM 13
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, LLC, Fort Myers, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S./Landscape Architecture Rutgers University, Cook College, 1986		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida/Landscape Architecture New Jersey/Landscape Architecture	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Florida Registered Landscape Architect, New Jersey Licensed Landscape Architect, New Jersey Licensed Professional Planner, American Society of Landscape Architects member			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	South Biscayne Drive Median Landscape Renovations City of North Port, FL	2014	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This landscaping project of 1.5 miles of roadway median renovation is located within the ROW of South Biscayne Drive within in the City of North Port. The outdated landscape medians consisted of mainly of Cabbage Palms that were well beyond their peak of maturity. This renovation was the City's response to the surrounding residential community's desire to improve the neighborhoods main roadway character. The final design will include drought tolerant FL friendly plantings to reflect the character of the community and ensure durability, sustainability, and reduced maintenance requirements. Sustainable practices will include hydrant supplemented low volume irrigation, soil amendments with compost and water absorbing polymers to insure plant health and the removal of all turf areas to reduce maintenance effort and costs.		
b.	West County Sheriff Station District 1 Charlotte County, FL	2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Johnson Engineering's landscape architectural team prepared landscape and irrigation design and construction plans for County permitting, bidding and construction of the new West County Sheriff Station site containing approximately 5.5 acres, located at the intersection of Sunnybrook Boulevard and Wilmington Boulevard in Englewood, Charlotte County. The landscaping design was unique on this project requiring compliance with not only Charlotte County's Land Development Code requirements but also with Homeland Security design requirements and implementing design principles of Crime Prevention Through Environmental Design (CPTED) for the placement of proposed landscaping materials due to the nature of the site use and heightened security requirements. Our team provided landscape architectural services for design, bidding assistance, and construction oversight on this project.		
c.	Rotonda West Entry Signs Charlotte County, FL	2014	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Jeff was responsible for updating the their existing and deteriorating identity signs at five locations. The scope of this project included the development of a new sign that would embody the character of the community while being sensitive to the budget. Through a series of public meetings and concept development a new sign emerged to reflect this established community and its history.		
d.	Harbor Trail & Wayfinding Parmely Street Charlotte County, Florida	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm This project will both visually and physically enhance the existing corridor connection from the heavily traveled US 41 to the existing and historically significant Bayshore Live Oak Park. Landscape architectural design enhancements include a gateway entry sign at the US Highway 41 entry, way-finding signage for Bayshore Live Oak Park, accessible sidewalk, aesthetically enhanced street intersections, decorative roadway lighting including banners, enhanced and decorative regulatory signage, and visually pleasing Florida Friendly landscaping and low volume irrigation. The landscape architectural improvements were designed to improve both the pedestrian and vehicular experience within this roadway corridor and establish character branding within Charlotte Harbor.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Gary Nychyk, CE	13. ROLE IN THIS CONTRACT Environmental	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 22
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, LLC, Fort Myers, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. - Marine Biology (1998)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Authorized Gopher Tortoise Agent; Florida Fish and Wildlife Conservation Commission			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Southwest Florida International Airport - Midfield Terminal Expansion - Project Millennium/Fort Myers, Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Johnson Engineering's Environmental Department was responsible for providing environmental services required at the project site for SFWMD and USACOE permitting and the 7,000 acre offsite mitigation area. The extensive habitat mapping, species surveys, water level data and habitat evaluations formed the input for the overall Mitigation Park management plan and design. The design included over 500 acres of wetland creation and construction cost totaled \$7.4 million. Johnson Engineering also provided construction oversight for the Mitigation Park which in 2004 won a national award from the Airports Council International - North America for environmental excellence. Johnson Engineering currently serves as SWFIA's Environmental and Planning Consultant.		
b.	State Road 739 (Metro Parkway) Extension/Fort Myers, Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Johnson Engineering conducted all the environmental permitting required for the extension of State Road 739 (Metro Parkway) from Six Mile Cypress Parkway to Alico Road. This project involved habitat mapping, protected species surveys, managing for Big Cypress fox squirrel and gopher tortoise involvement, state and federal wetland permitting, mitigation design and implementation. As compensation for wetland impacts associated with the roadway crossing of Six mile Cypress Slough, the wetland mitigation program includes over 284 acres of wetland restoration in Lee County's Six Mile Cypress Slough Preserve.		
c.	Boca Grande Causeway North Swing Bridge Replacement / Placida, Florida	2013	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Johnson Engineering environmental team conducted all of the environmental permitting required for the replacement of the Boca Grande Causeway North Swing Bridge. Tasks included SWFWMD and USACOE Environmental Resource and Federal Dredge and Fill Permitting, obtaining USACOE Section 408 Clearance for project involvement within the federal navigation channel, USCG Bridge Permitting, NMFS consultation for smalltooth sawfish (critical habitat), sea turtles and manatee, sea grass surveys, benthic surveys and protected species surveys, and preparation of Biological Assessment Report.		
d.	Pine Island Wastewater Treatment Plant/Pine Island, Florida	2005	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Johnson Engineering Environmental team performed all permitting required for the construction of the Pine Island Wastewater Treatment Plant. This project involved working within three different bald eagle nests's primary and secondary zones, relocating gopher tortoises and beautiful pawpaw (an endangered plant), managing for Eastern indigo snakes, wetland impact permitting, mitigation design and implementation, restoring the Matlacha Wastewater Treatment Plant, and securing a submerged lands lease from FDEP.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Alec Piironen, PG	13. ROLE IN THIS CONTRACT Water Use	14. YEARS EXPERIENCE	
		a. TOTAL 9	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, LLC, Fort Myers, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Earth & Environmental Sciences, University of Illinois at Chicago (2015)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) PG3184 - ASTM 1527-21 MODFLOW	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Ave Maria Hydrogeological Investigations Collier County, Florida	2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assisted with Sandstone and Lower Tamiami aquifer irrigation well construction, aquifer performance testing and water quality analysis.		
b.	Town and County Utility Hydrogeological Investigation at Babcock Ranch, Florida	2022	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assisted with Upper Floridan and Sandstone aquifer test well construction, aquifer performance testing and water quality analysis.		
c.	Irrigation and Construction Dewatering Permitting Southwest Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assisted with the preparation of irrigation permit applications for various residential community development projects, which included water resource and regulatory review, and permitting assessment.		
d.	Phase I Environmental Site Assessments (ESAs) Southwest Florida	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assisted in the historical document inquiry and review, site reconnaissance, report preparation and review for various commercial, industrial, and rural clients.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Kevin RisCassi, PSM	13. ROLE IN THIS CONTRACT Survey & Mapping	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 22
15. FIRM NAME AND LOCATION <i>(City and State)</i> Johnson Engineering, LLC, Fort Myers, Florida			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> B.A. Economics, Trinity College Hartford CT		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida PSM 2003	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Florida Surveying & Mapping Society			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i> GIBA Toll Bridge Gasparilla Island, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2010-Current	CONSTRUCTION <i>(If applicable)</i>
a.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Kevin was responsible for control and mapping hydrographic data necessary in dredging and design analysis for the construction of new bridges.		
	(1) TITLE AND LOCATION <i>(City and State)</i> Ding Darling Sanibel, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2009	CONSTRUCTION <i>(If applicable)</i>
b.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Kevin was responsible for vertical control, obtaining cross sections on drainage creeks and topographic data collection on approximately 230 acres mangrove vegetated land for run off and restoration studies .		
	(1) TITLE AND LOCATION <i>(City and State)</i> Clam Pass Collier County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2006-07	CONSTRUCTION <i>(If applicable)</i>
c.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Kevin was responsible for control survey, beach cross sections, profile data and hydrographic mapping on four cuts flowing to the pass.		
	(1) TITLE AND LOCATION <i>(City and State)</i> U.S. Navy Turning Basin at Key West Bight Key West, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2006	CONSTRUCTION <i>(If applicable)</i>
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Kevin played an instrumental role in the hydrographic survey of an existing basin for design.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Billy Saum, PE	13. ROLE IN THIS CONTRACT Utilities	14. YEARS EXPERIENCE	
		a. TOTAL 10	b. WITH CURRENT FIRM 10
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, LLC, Fort Myers, Florida			
16. EDUCATION (Degree and Specialization) B.S. - Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State And Discipline) Florida - PE	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Misc. Wastewater Data Collection, Analysis, and Evaluation Collier County, Florida	2015 - Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consists of providing ongoing services for Collier County to determine wastewater system pressures and flow conditions. Billy is responsible for the project management, field data collection, coordination and meetings with Collier County Wastewater Collections and Engineering staff, data analysis, and system evaluation. The data and analysis are used to determine connection pressures to size pumps, determine pump station and force main flow capacity, and evaluate system performance to maximum efficiency and determine if systems are prone to inflow and infiltration (I&I) as a result of rainfall. This project is unique in that it utilizes real world collected data as the basis for determining system improvements to ensure facilities are properly sized to accommodate both existing and future wastewater generation.		
b.	Septic to Sewer Improvements: City of Clewiston, Florida	2020	Substantially Complete
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consists of improvements to convert the existing septic system servicing a federal government facility to a centralized gravity sewer system. Billy is responsible for the project management, design, permitting, bidding assistance, and construction administration services. Billy is also the engineer of record for the project. The project includes the installation of 1,400 LF of 8" gravity sewer, 10 manholes, a 6-inch force main installed via directional drill underneath an existing canal, a duplex pump station, connections to the existing system, abandonment of the existing septic system, and restoration to all impacted areas. This project also included coordination with City, Contractor, and USACOE staff, and local businesses. The project is currently substantially completed, under budget, and ahead of schedule.		
c.	Hickory Road Water Main Improvements: Collier County, Florida	2019	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consisted of replacing an existing 16" water main that was failing with a new 20" water main pipeline within an existing built out residential area in Naples Florida. Billy was the project engineer during the design phase of the project and was also responsible for permitting, bidding assistance, and construction administration and was the engineer of record certifying the project. This project included the installation of 4,700 feet of 20" water main pipeline, various quantities of 8"-24" water main pipelines, an 18" diameter pipeline installed via directional drill underneath US-41, valves, hydrants, connections to existing systems, abandon the existing 16" water main in place, and restoration to all disturbed areas, including residential driveway replacements. This project also included extensive coordination with County and contractor staff, residences in the community, and FDOT staff. The project was completed within the schedule and budget.		
d.	Pump Station 300.06 Improvements: Collier County, Florida	2020	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm This project consisted of improvements to the existing duplex pump station located in a residential community to meet the current standards and improvement operations. This project also consisted of acquiring a new easement from the nearby Condominium association to locate an emergency backup generator to power the pump station in the event of a power failure. Billy was the engineer of record for this project and performed project management, permitting, design and equipment selection, bidding assistance, and construction administration and inspection services. This project also included extensive coordination with County staff, and contractors and subcontractors, and residences of the community and condominium association boards.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Joshua Hildebrand, PE, PTOE	13. ROLE IN THIS CONTRACT Roadway/Traffic Studies	14. YEARS EXPERIENCE	
		a. TOTAL 20	b. WITH CURRENT FIRM 18
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, LLC, Fort Myers, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. Civil Engineering (2007), Purdue University		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida - PE Florida - PTOE	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Intermediate MOT, FDEP Qualified Stormwater Inspector, FDOT Level of Service			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Helms Roadway Extension Hendry County, Florida	2011	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Team member for the design of approximately three miles of FDOT-funded new four-lane urban roadway including all associated drainage, permitting, signalization, and signing and pavement marking.		
b.	County Wide Pathway Constructability Study Collier County, Florida	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer for a study of five priority locations throughout the County to analyze and assess the feasibility of adding future sidewalks or bike lanes along the existing public corridors.		
c.	Kentucky Street Sidewalks City of Bonita Springs, Florida	2014	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project manager and Engineer of Record (EOR) for the design of approximately one mile of HUD-funded new sidewalks and associated drainage and permitting.		
d.	Piper Road North, Charlotte County Charlotte County, Florida	2010	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm EOR of a new traffic signal at US 17 and Piper Road. Work includes analysis and design to determine signal operation plan, intersection geometry, signal retiming, capacity calculations, equipment placement, mast arm placement, phasing, and intersection analysis.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME Paul Lohr, GISP	13. ROLE IN THIS CONTRACT GIS	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 25

15. FIRM NAME AND LOCATION (City and State)
Johnson Engineering, LLC, Fort Myers, Florida

16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. - Computer Information Technology/Hodges University	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
--	--

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
ER Mapper Certified trainer, several CompTIA certifications, Certified GIS Professional. (GISP)

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Babcock Ranch Community Permitting Charlotte County, Florida	2007	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Paul provides plan production services and necessary area calculations under the direction of the project ecologist.		
b.	Corkscrew Wellfield Fort Myers, Florida	2009	2011
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Paul was responsible for georeferencing, contrast enhancing, color balancing, mosaicking and compressing six years worth of historic aerial photographs spanning 60 square miles.		
c.	Keri Road / Richard Roberts Farms Hendry County, Florida	2018	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Paul created existing land cover / land use mapping, calculations as well as SFWMD and ACOE permit drawings.		
d.	Helms Road Extension Hendry County, Florida	2012	2015
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Paul provided gopher tortoise permit drawings, GIS-based listed species analysis, Crested caracara mapping for the project, created and maintained ArcGIS Online-based field maps for species assessments, SFWMD and ACOE permit drawings.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Laura DeJohn, AICP	13. ROLE IN THIS CONTRACT Planning	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 21
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, LLC, Fort Myers, Florida			
16. EDUCATION (Degree and Specialization) Master of Planning - American Urbanism Bachelor of City Planning		17. CURRENT PROFESSIONAL REGISTRATION (State And Discipline) AICP (American Institute of Certified Planners)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Member, APA (American Planning Association)			

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Comprehensive Plan Village of Estero, Florida	2019	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Laura assisted with the data collection, analysis, public involvement, and drafting of the Village's first Comprehensive Plan and continues in providing similar services in preparation of the Village's first Land Development Code. Laura's focus was the Future Land Use Element and Map, Community Design Sub-Element, formatting of the final comprehensive plan, architectural and landscape standards, and presentations to the Planning and Zoning Board and Village Council.		
b.	Stoneybrook CDD Lee County, FL	2008	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Laura assisted with the communitywide lake bank restoration project, which included inventory, mapping and coordination with Lee County Development Review staff to justify deviations to allow alternative designs for lank bank restoration to be more cost effective and to minimize impact to property owners.		
c.	Pine Air Lakes CDD Collier County, Florida	2007	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Laura assisted with establishing a permit tracking system for the CDD to identify and maintain compliance with monitoring, reporting, and other stipulations for the various entitlements and permits issued within the CDD.		
d.	Miromar Square Corporate Center Lee County, Florida	2006	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Laura prepared commercial planned development and notice of proposed change applications for an 18-acre office and hotel site, coordinated master concept plan, Estero Community Planning Panel presentation, and processed applications with County staff, hearing examiner and Board of County Commissioners.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME James "Vee" Lofton	13. ROLE IN THIS CONTRACT Construction Engineering & Inspection	14. YEARS EXPERIENCE	
		a. TOTAL 37	b. WITH CURRENT FIRM 18
15. FIRM NAME AND LOCATION (City and State) Johnson Engineering, LLC, Fort Myers, Florida			
16. EDUCATION (DEGREE AND SPECIALIZATION) Edison Community College		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) FDOT Advanced Work Zone Traffic Control, Troxler Nuclear Gauge Safety Certification, ACI Concrete Field Testing Technician – Grade I-II (ID #00928086), FDOT Asphalt Paving Technician I & II, FDOT Earthwork Construction Inspection – Level I-II, FDOT Concrete Field Technician – Level I, FDOT Concrete Spec Section 346 / 400, FDOT Drilled Shaft Installation Inspection, FDOT Pile Driving Installation Inspection			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) Pelican Marsh CDD Lee County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Last fall, the community began a multi-year roadway paving of the main roads. Vee, along with our transportation group, provided a pavement condition report and construction engineering and inspection services during the completed paving project to monitor the contractors performance and verify invoicing quantities.		
b.	(1) TITLE AND LOCATION (City and State) FDOT Consultant Program Manager, Broadband Class Code: Level (3), Fort Myers, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2006-2008
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Vee assists the Fort Myers Operations Center Engineering Manager by overseeing Consultant Construction Engineering and Inspection (CCEI) administration of construction contracts and by administrating CCEI contracts. He also monitored, reviewed and evaluated CCEI firms contracted by the Department to administer construction projects to ensure work was performed in accordance with contract requirements, Department policy and procedure, and/or Construction Project Administration Manual, (CPAM). Vee was also responsible for reviewing and making recommendations for approval of changes on project/contract records, supplemental agreements; including time and money issues, monetary claim packages, requests for time extensions, and other contract related documents prepared by the consultant to ensure completeness and conformity to Department procedures and policies. He also served FDOT as CCEI Consultant Program Manger.		
c.	(1) TITLE AND LOCATION (City and State) Helms Roadway Extension Hendry County, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Vee is responsible for the construction engineering & inspection for approximately three miles of new four-lane urban roadway improvements. His roles include soil density testing and sampling, concrete testing, review of pay requests, shop drawings and RFI's. This project includes the construction of four box culverts and one box culvert extension.		
d.	(1) TITLE AND LOCATION (City and State) Peace River Bridge Punta Gorda, Florida	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2001-2003
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE The I-75 Peace River Bridge Design- Build Project consisted of the construction of a new bridge structure between the existing bridges, replacement of the existing concrete bridge deck and removal of the Northbound I-75 bridge to its entirety, to widen the existing roadway to a six-lane facility. The project included widening of the existing bridge structure over Riverside Drive and Gulf Seminole Railway. Vee served as Project Administrator for FDOT and FHWA as this project was a pilot design build project with FHWA oversight.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
1

21. TITLE AND LOCATION (City and State)

Riverwood Community Development District
Broward County, Florida

22. YEARS COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (if applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Riverwood CDD, Inframark

b. POINT OF CONTACT NAME

Mr. Robert Koncar

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 626-0593

 24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Johnson Engineering is one of two firms providing engineering services for this district. Our focus is on water management, environmental, road, and landscape needs with the other firm focused on the utility plants operated by the District. The District has several water management permits, which we are assisting with budgeting to meet permit requirements.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION <i>(City and State)</i> Fort Myers, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WITH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATION FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified.)</i>	20. EXAMPLE PROJECT KEY NUMBER <p style="text-align: center;">2</p>
--	---

21. TITLE AND LOCATION (City and State) Verandah West Community Development District - District Engineer Lee County, Florida	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES <p style="text-align: center;">Ongoing</p>	CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Verandah West Community Development District	b. POINT OF CONTACT NAME Mr. Chuck Adams	c. POINT OF CONTACT TELEPHONE NUMBER (239) 498-9020
--	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)
 Johnson Engineering prepared the original Engineer's Report and amendments, along with the other items in the Verandah West Community, located in Lee County, Florida.

During construction, portions of the community assets were reviewed by our team prior to acquisition by the CDD. This included review of construction documents, on-site testing and certifications to the regulatory agencies. We also assisted with delineation of conservation areas and private lands within the District for the division of maintenance responsibilities.



19. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Fort Myers, Florida	(3) ROLE Water Management, Utilities and Environmental Permitting
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
3
21. TITLE AND LOCATION (City and State)

Cory Lake Community Development District
Tampa, Florida

22. YEARS COMPLETED

PROFESSIONAL SERVICES

Ongoing

 CONSTRUCTION *(if applicable)*
23. PROJECT OWNER'S INFORMATION
a. PROJECT OWNER

Wrathell, Hunt & Associates, LLC.

b. POINT OF CONTACT NAME

Mr. Chuck Adams

c. POINT OF CONTACT TELEPHONE NUMBER

(239) 498-9020

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Johnson Engineering is the District Engineer for the Cory Lakes Community Development District. This District has an extensive stormwater system consisting of several interconnected lakes and wetlands. Our work has included assisting the District to replace large concrete stormwater structures that were in desperate need of repair as well as assisting with general maintenance issues related to failing inlets, pipes and drainage ditches. Other services have included ADA surveys, new concrete sidewalks and assistance with concrete bridge repairs.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION <i>(City and State)</i> Lutz, Florida	(3) ROLE Water Management, ADA Surveys, Sidewalks
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
4
21. TITLE AND LOCATION (City and State)

The Brooks of Bonita Springs Community Development District
Lee County, Florida

22. YEARS COMPLETED
PROFESSIONAL SERVICES
Ongoing
CONSTRUCTION (If applicable)
Ongoing
23. PROJECT OWNER'S INFORMATION
a. PROJECT OWNER

Wrathell, Hunt & Associates

b. POINT OF CONTACT NAME

Mr. Chuck Adams

c. POINT OF CONTACT TELEPHONE NUMBER

(239) 498-9020

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Johnson Engineering is the District Engineer for The Brooks CDD in South Lee County, Florida. Our team provides professional engineering services, including establishment, reports for bonds, assisting during the construction and development process, as well as during the operation and maintenance of the CDD.

During the construction and the development process, Johnson Engineering prepared Engineer's Reports and amendments, when needed, and reviewed and approved requisitions from bond proceeds. We participate in the operation and maintenance with the CDD through work of facilities modifications, GATSB 34, as well as modifications to the water management system. Our team also provides site planning, zoning and permit applications.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Fort Myers, Florida	(3) ROLE Water Management, Development and Planning
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WITH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATION FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 5
---	---

21. TITLE AND LOCATION (City and State) Pelican Marsh Community Development District - District Engineer Lee County, Florida	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pelican Marsh CDD	b. POINT OF CONTACT NAME Mr. Neil Dorrill	c. POINT OF CONTACT TELEPHONE NUMBER (239) 592-9115
---	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Johnson Engineering has provided general engineering services for the Pelican Marsh CDD in North Collier County, Florida since 2002. The services we have provided the District include reviewing the stormwater system when flooding has occurred throughout the community, reviewing offsite impacts of existing and proposed facilities affecting the stormwater system and assisting with improving the access control facilities, and reviewing roadway signage and sight distance issues.



Our engineering services have included preparing amended Engineer's Reports, review and approve requisitions, and an asset summary. We also provided site planning, zoning, and permit applications for perimeter fencing and an on-site maintenance facility which was completed in May 2010. An analysis of the affect of off-site developments that convey stormwater runoff through the community was made to minimize adverse impacts to the community. The analysis included monitoring of extreme rainfall events and observations of the piped conveyance system. We have also worked with the district attorney to establish values for infrastructure owned by the CDD that were going to be impacted by road widening projects and required adjustments.



Last fall, the community began a multi-year roadway paving of the main roads. Our transportation group provided a pavement condition report and construction engineering and inspection services during the completed paving project to monitor the contractors performance and verify invoicing quantities.

19. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Fort Myers, Florida	(3) ROLE Water Management, Wetlands and Roads
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 6
---	---

21. TITLE AND LOCATION (City and State) District Engineer - Pine Air Lakes Community Development District Collier County, Florida	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pine Air Lakes Community Development District	b. POINT OF CONTACT NAME Mr. Rich Hans	c. POINT OF CONTACT TELEPHONE NUMBER (954) 721-8681
--	--	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Johnson Engineering provides professional engineering services for Pine Air Lakes Community Development District located in Collier County, Florida. The work includes establishment, reports for bonds, assisting during the construction and development process, as well as during the operation and maintenance of the CDD.

During the construction and the development process, our team prepared the Engineer's Reports and amendments, when needed, and reviewed and approved requisitions from bond proceeds. We participate in the operation and maintenance with the CDD through work of facilities modifications, as well as modifications to the water management system. Our team also provides site planning, zoning and permit applications.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Fort Myers, Florida	(3) ROLE Water Management, Development, Planning, Roads
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 7
---	---

21. TITLE AND LOCATION (City and State) Longleaf Community Development District Pasco County, Florida	22. YEARS COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Inframark	b. POINT OF CONTACT NAME Mrs. Heather Dilley	c. POINT OF CONTACT TELEPHONE NUMBER (813) 873-7300
---	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT
(Include scope, size, and cost)

Johnson Engineering has provided professional engineering services for the Longleaf Community Development District in Pasco County, Florida since 2009.

The work includes establishment, reports for bonds, processing National Pollutant Discharge Elimination System (NPDES) permit compliance, assisting during the construction and development process, as well as during the operation and maintenance of the CDD.

Our team recently provided design oversight, bidding, contract administration, and construction observation services for infrastructure repairs to a number of CDD maintained roads and drainage facilities.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Lutz, Florida	(3) ROLE Water Management, Roads, ADA Compliance for Recreation
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
8
21. TITLE AND LOCATION (City and State)

Mediterra Community Development District
Collier County, Florida

22. YEARS COMPLETED
PROFESSIONAL SERVICES
Ongoing
CONSTRUCTION (If applicable)
N/A
23. PROJECT OWNER'S INFORMATION
a. PROJECT OWNER
Wrathell, Hunt & Associates
b. POINT OF CONTACT NAME
Mr. Chuck Adams
c. POINT OF CONTACT TELEPHONE NUMBER
(239) 498-9020
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Johnson Engineering has been the District Engineer at Mediterra since 2002. Work has included pay request review for release of bond funds, stormwater pond evaluations, fire safety related to naturally vegetated areas, and littoral vegetation maintenance.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Fort Myers, Florida	(3) ROLE Water Management, Roads, Landscape Architecture, Wetlands
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
9
21. TITLE AND LOCATION (City and State)

Park Place Community Development District
Tampa, Florida

22. YEARS COMPLETED
PROFESSIONAL SERVICES
Ongoing
CONSTRUCTION (If applicable)
23. PROJECT OWNER'S INFORMATION
a. PROJECT OWNER
Inframark
b. POINT OF CONTACT NAME
Mrs. Angie Grunwald
c. POINT OF CONTACT TELEPHONE NUMBER
(813) 873-7300 ext 116
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

As District Engineer for the Park Place CDD, Johnson Engineering has provided general engineering services related to traffic calming, roadway repairs and improvements (asphalt and brick pavers), ADA compliance, vendor/contractor selection and oversight, parking assessments and inspection of stormwater detention ponds as well as a other professional services on an as-needed basis. By closely coordinating with the District Manager and communicating effectively with the Board, we have been able to assist the District in maintaining its infrastructure at an acceptable level.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Lutz, Florida	(3) ROLE Civil Engineering, Traffic, Roadway, Stormwater
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

10F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
10
21. TITLE AND LOCATION (City and State)

CFM Community Development District
Lee County, Florida

22. YEARS COMPLETED
PROFESSIONAL SERVICES
Ongoing
CONSTRUCTION (If applicable)
Ongoing
23. PROJECT OWNER'S INFORMATION
a. PROJECT OWNER

Rizzetta & Company

b. POINT OF CONTACT NAME

Ms. Belinda Blandon

c. POINT OF CONTACT TELEPHONE NUMBER

(239) 936-0913

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

Johnson Engineering has provided general engineering services for the CFM CDD in Lee County, Florida since 2007. The services we have provided the District include reviewing the stormwater system throughout the community for compliance to permits, reviewing offsite impacts of existing and proposed facilities affecting the stormwater system, conservation area encroachment issues, and reviewing roadway signage and sight distance issues.

Our engineering services have included preparing amended Engineer's Reports, review and approve requisitions, and an asset summary. As part of the District Staff Johnson Engineering provided technical support through the developer transfer process and, later, the expansion of District boundary.


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Johnson Engineering	(2) FIRM LOCATION (City and State) Fort Myers, Florida	(3) ROLE Water Management, Development, Planning, Environmental
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

29. EXAMPLE PROJECTS KEY			
NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Riverwood Community Development District	6	Pine Air Lakes Community Development District
2	Verandah West Community Development District	7	Longleaf Community Development District
3	Cory Lake Community Development District	8	Mediterra Community Development District
4	The Brooks of Bonita Springs Community Development District	9	Park Place Community Development District
5	Pelican Marsh Community Development District	10	CFM Community Development District

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

When Johnson Engineering was established in 1946, much of Florida was an undisturbed land. Now 79 years later we have seen a boom in development and a tremendous population growth alter the landscape permanently. Johnson Engineering has been helping guide private companies, city, county, state, and federal governmental institutions through these changes and the challenges they create.

Just as Florida has transformed dramatically over the years, so has Johnson Engineering. What started as one man surveying Florida's west coast has developed into a team of 130 professionals throughout Florida, offering their expertise in a broad spectrum of engineering disciplines. Our team provides civil engineering design for land development, planning and landscape architecture, utilities, transportation design, and construction engineering and inspection. Our surveying and mapping group specializes in utility mapping, transportation surveying, hydrographic surveying, and geographic information systems and our water resource management group provides environmental consulting, surface water management, water quality studies, and water supply services.

Our extensive list of well-known Florida airport facilities, roads, shopping centers, schools, hospitals, residential communities, resorts and commercial developments show our continued responsibility in developing Florida's communities.

The company has offices in Fort Myers, Port Charlotte, LaBelle, Clewiston, Lutz, and Naples.

While Johnson Engineering is focused on growing and evolving to continue serving the needs of Florida, it remains true to its past and the values upon which the company was founded.

Depth of Experience

Centuries of combined experience has immersed our team of licensed professionals into Florida's geography, giving a rare perspective into development of the area and an appreciation of the changes.

Full Range of Services

Specialized teams of engineers, planners, landscape architects, surveyors, ecologists, water resources experts, transportation and utility designers provide many aspects needed to complete your projects.

Long Term Commitment

Our team's average tenure with Johnson Engineering is 13 years, 53% of our employees have been here for more than 10 years, and an unprecedented 21% have been with us for more than 20 years, showing our team's continuity and dedication to the area.

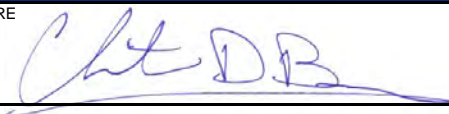
Local Presence

We can provide invaluable historical data of the local area and our conveniently located offices allow us to provide prompt service and communication through every step of your project.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

5/1/2025

33. NAME AND TITLE

Christopher Beers, PE, PSM, Project Manager

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION Number (if any)

PART II – GENERAL QUALIFICATIONS*(If a firm has branch offices, complete for each specific branch office seeking work)*

2a. FIRM (OR BRANCH OFFICE) NAME Johnson Engineering, LLC			3. YEAR ESTABLISHED 1946	4. DUNS NUMBER 048177498
2b. STREET 17833 Murdock Circle			5. OWNERSHIP	
2c. CITY Port Charlotte			2d. STATE FL	2e. ZIP CODE 33948
6a. POINT OF CONTACT NAME AND TITLE Chris Beers, PE, PSM, District Engineer			a. TYPE Partnership	
6b. TELEPHONE NUMBER (941) 625-9919			B. SMALL BUSINESS STATUS Non-Minority	
6c. E-MAIL ADDRESS cdb@johnsoneng.com			7. NAME OF FIRM (If block 2a is a branch office)	
8a. FORMER FIRM NAME(S) (if any) N/A			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	22	1	C15	Construction Management	6
07	Biologist	0	0	D01	Dams (Concrete; Arch)	1
08	CADD Technician	30	1	E09	Environmental Impact Studies	6
12	Civil Engineer	14	1	E10	Environ. & Natural Resource	2
15	Construction Inspector	9	0	G04	Geographic Information System	4
16	Construction Manager	1	0	H07	Highways; Streets; Parking Lots	6
19	Ecologist	9	0	H09	Hospital & Medical Facilities	3
21	Electrical Engineer	1	0	I06	Irrigation; Drainage	6
23	Environmental Engineer	1	0	L02	Land Surveying	7
24	Environmental Scientist	3	0	L03	Landscape Architecture	2
29	GIS Specialist	1	0	P05	Planning (Community; Regional)	6
30	Geologist	3	0	R04	Recreation Facilities	3
33	Hydrographic Surveyor	2	0	R11	Rivers; Canals; Waterway; Flood	2
38	Land Surveyor	18	0	S10	Surveying; Platting; Mapping	7
39	Landscape Architect	2	0	S13	Storm Water Handling & Fac.	2
47	Planner: Urban/Regional	3	0	W02	Water Res.; Hydro; Ground Wat.	2
48	Project Manager	1	0	Z01	Zoning; Land Use Studies	3
58	Technician/Analyst	1	0			
60	Transportation Engineer	3	0			
62	Water Resources Engineer	4	1			
Total		130	4			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number show at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	N/A	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	8	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	8	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The forgoing is a statement of facts.

a. SIGNATURE 	b. DATE 5/1/2025
c. NAME AND TITLE Christopher Beers, PE, PSM, District Engineer	

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION Number (if any)

PART II – GENERAL QUALIFICATIONS*(If a firm has branch offices, complete for each specific branch office seeking work)*


2a. FIRM (OR BRANCH OFFICE) NAME Johnson Engineering, LLC			3. YEAR ESTABLISHED 1946	4. DUNS NUMBER 048177498
2b. STREET 2122 Johnson Street			5. OWNERSHIP	
2c. CITY Fort Myers			2d. STATE FL	2e. ZIP CODE 33901
6a. POINT OF CONTACT NAME AND TITLE Christopher Beers, PE, PSM, District Engineer			a. TYPE Partnership	
6b. TELEPHONE NUMBER (239) 334-0046			B. SMALL BUSINESS STATUS Non-Minority	
6c. E-MAIL ADDRESS cdb@johnsoneng.com			7. NAME OF FIRM (If block 2a is a branch office)	
8a. FORMER FIRM NAME(S) (if any) N/A			8b. YR. ESTABLISHED	8c. DUNS NUMBER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	22	15	C15	Construction Management	6
07	Biologist	0	0	D01	Dams (Concrete; Arch)	1
08	CADD Technician	30	24	E09	Environmental Impact Studies	6
12	Civil Engineer	14	7	E10	Environ. & Natural Resource	2
15	Construction Inspector	9	10	G04	Geographic Information System	4
16	Construction Manager	1	1	H07	Highways; Streets; Parking Lots	6
19	Ecologist	9	5	H09	Hospital & Medical Facilities	3
21	Electrical Engineer	1	1	I06	Irrigation; Drainage	6
23	Environmental Engineer	1	1	L02	Land Surveying	7
24	Environmental Scientist	3	3	L03	Landscape Architecture	2
29	GIS Specialist	1	1	P05	Planning (Community; Regional)	6
30	Geologist	3	3	R04	Recreation Facilities	3
33	Hydrographic Surveyor	2	2	R11	Rivers; Canals; Waterway; Flood	2
38	Land Surveyor	18	14	S10	Surveying; Platting; Mapping	7
39	Landscape Architect	2	2	S13	Storm Water Handling & Fac.	2
47	Planner: Urban/Regional	3	2	W02	Water Res.; Hydro; Ground Wat.	2
48	Project Manager	1	1	Z01	Zoning; Land Use Studies	3
58	Technician/Analyst	1	1			
60	Transportation Engineer	3	1			
62	Water Resources Engineer	4	1			
Total		130	95			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number show at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	N/A	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	8	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	8	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The forgoing is a statement of facts.

a. SIGNATURE 	b. DATE 5/1/2025
c. NAME AND TITLE Christopher Beers, PE, PSM, District Engineer	

Eighth Order of Business

8A

Justin

Please place this RV PARK REDUCTION OF RATES item on the agenda for our RCDD Board Meeting on 19 August

BACKGROUND INFORMATION:

At the last RV Committee Meeting there was a consensus of opinion that we should reduce the rates for the RV Park. This was based on reviewing the Budget for 2026 and the 10 Year Reserve Forecast that Harry Davis produced. It has been discussed as an agenda item for the last few months, first as a rough draft, then a more refined draft and then our final budget and forecast.

As you know, the park is self sustaining. We currently have a reserve of roughly \$150,000.00, generated from parking space rental fees. Even with the paving, power, security, asphalt millings, and other projects that have been approved and budgeted by the committee, we forecast that the reserve will be in excess of \$200,000.00 in about 5 years. We feel that maintaining a reserve around \$150,000.00 is justifiable to our park users. However, if we do not reduce our rates, the continual surpluses in revenue will grow our reserve to the point where it will be significantly more than we can spend or justify in under 10 years. As a result, our committee unanimously feels that the rates should be adjusted down by 25% for 2026. If we are successful in getting power into the park and supplying the 12 RV spots we are starting with, those spots would be charged at current 2025 rates. Then once all of the major projects have been completed, we can revisit whether we should reduce it farther.

Jan Sirek

Chair – RV Park Committee

Best Regards,

Douglas

Douglas A Colwell

RCDD Supervisor

Riverwood Community Development District (CDD)

dcolwell@riverwoodcdd.org

517-974-2883

From: Jan Sirek <jan@sirek.ca>

Sent: Wednesday, August 6, 2025 8:12 AM

To: Douglas Colwell <dcowell@riverwoodcdd.org>

Subject: RV Budget and 10 Year Reserve Forecast 2026

Hi Douglas.

Attached is the RV Park budget and 10 Year Reserve Plan as of the June meeting of the RV Park Committee. We will revise it next year as necessary.

Thanks

Jan Sirek

705-571-1028

8/15/2025

RIVERWOOD CDD
PV Parking Lot
Analysis of Furure Reserves Needed

•

[illegible]

RIVERWOOD CDD[illegible]

8/15/2025

RIVERWOOD CDD
RV Parking Lot
2026 Budget

3

Description	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2026
Reserve Balance 2026													
Additions:													
Lot Rental	\$ 250	\$ 250	\$ 14,000	\$ 24,000	\$ 6,000	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 46,250
Interest on Reserve Balance @ 5.5%	\$ 340	\$ 340	\$ 340	\$ 340	\$ 340	\$ 340	\$ 340	\$ 340	\$ 340	\$ 340	\$ 340	\$ 340	\$ 4,080
Total Revenue	\$ 590	\$ 590	\$ 14,340	\$ 24,340	\$ 6,340	\$ 590	\$ 590	\$ 590	\$ 590	\$ 590	\$ 590	\$ 590	\$ 50,330
Expenditures													
Materials & Supplies	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 3,600
CC Fees	\$ 8	\$ 8	\$ 420	\$ 720	\$ 180	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 1,388
Total Expenses	\$ 308	\$ 308	\$ 720	\$ 1,020	\$ 480	\$ 308	\$ 308	\$ 308	\$ 308	\$ 308	\$ 308	\$ 308	\$ 4,988
To Reserve	\$ 283	\$ 283	\$ 13,620	\$ 23,320	\$ 5,860	\$ 283	\$ 283	\$ 283	\$ 283	\$ 283	\$ 283	\$ 283	\$ 45,343
Reserve Balance 2025	Feb, 2025	Mar, 2025	Apr, 2025	May, 2025	Jun, 2025	Jul, 2025	Aug, 2025		2026	2027	2028	2029	2030
Beg Balance		\$154,031	\$154,024	\$124,294	\$123,874	\$ 123,154	\$ 122,974	\$ 122,967	\$122,967	\$111,880	\$131,986	\$159,566	\$187,145
Additions		\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750		\$ 36,968	\$ 36,968	\$ 36,968	\$ 36,968	\$ 36,968
Interest									\$ 5,296	\$ 6,527	\$ 8,018	\$ 9,535	\$ 10,859
Total Additions									\$ 42,264	\$ 43,495	\$ 44,986	\$ 46,503	\$ 47,827
Expenditures:													
Lighting			\$ 29,722										\$ 7,000
Electric Service Inlet FPL									\$ 15,000				
Main Meter									\$ 6,597				
12 RV's									\$ 14,766				
Gravel & Grading for boat parking									\$ 10,000				
Security Cameras										\$ 15,000			
CC fees		\$ 8	\$ 8	\$ 420	\$ 720	\$ 180	\$ 8		\$ 1,388	\$ 1,388	\$ 1,388	\$ 1,388	\$ 1,388
Monthly Expenditures		\$ 750	\$ 750	\$ 750	\$ 750	\$ 750	\$ 750		\$ 5,600	\$ 7,000	\$ 8,000	\$ 8,000	\$ 8,000
Total Spending	\$ -	\$ 758	\$ 30,480	\$ 1,170	\$ 1,470	\$ 930	\$ 758		\$ 53,351	\$ 23,388	\$ 9,388	\$ 9,388	\$ 16,388
Net Reserve Change		\$ (8)	\$ (29,730)	\$ (420)	\$ (720)	\$ (180)	\$ (8)		\$ (11,087)	\$ 20,107	\$ 27,580	\$ 27,580	\$ 20,580
Ending Balance	\$154,031	\$154,024	\$124,294	\$123,874	\$123,154	\$ 122,974	\$ 122,967	\$ 122,967	\$111,880	\$131,986	\$159,566	\$187,145	\$207,725
Interest on Investments - 5.5%		\$ 706	\$ 706	\$ 570	\$ 568	\$ 564	\$ 564		\$ 6,458	\$ 6,706	\$ 8,018	\$ 9,535	\$ 10,859

Current Rates		With 7% Tax	Proposed Rates		With 7% Tax
Large	\$700.00	\$749.00	Large	\$525.00	\$561.75
Medium	\$500.00	\$535.00	Medium	\$375.00	\$401.25
Small	\$300.00	\$321.00	Small	\$225.00	\$240.75
Canoe Rac	\$100.00	\$107.00	Canoe Rac	\$75.00	\$80.25

Ninth Order of Business

9B

TEM Systems, Inc
Gate Systems * Access Control * CCTV Surveillance * Sales and Service

Agenda Page 252

Date: July 22, 2025

To: Riverwood Community Association, 4250 Riverwood Drive, Port Charlotte, FL 33953
Attn: Attn: Ron Lesinki Email: riverwoodsec@gmail.com

Estimate to: TEM will install the customers supplied AWID reader at the Willow Bend Exit gate, with a post mounted on the Barrier gate, on the right side of the roadway. A Surefi Wireless Wiegand Bridge will be utilized to connect the reader to the access control panel, without having to run wiring across the roadway.

\$ 2,967.12 Including Sales Tax

Payment: Balance Net 30 Days

Estimated Completion Time: 15 to 30 working days after receipt of approved and signed estimate form.

Warranty: 30 days labor

Terms and Conditions: The above is an estimate based on our inspection of the repair and/or service to be done. This estimate does not include or cover any additional parts or labor that may be required after the work has been started. Occasionally, worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Any additional costs up to 10 % above the estimate will be the responsibility of the customer. If the actual cost exceeds your estimate by more than 10%, TEM Systems will contact you to authorize the service and/or repair at the revised estimate. Warranty on this repair and/or service is 30 days parts and labor from date of completion unless otherwise agreed to by TEM Systems LLC in writing.

This estimate is valid for 30 days from the above date.

Scott Roether
President

Approved and Accepted:

Authorized by: _____

Print Name and Title: _____

Date Approved: _____

TEM Systems, Inc.
15491 SW 12th St., Ste 408, Sunrise, FL 33326
PHONE: 800-777-8912
service@temsistemas.com www.temsystems.com

TENTH ORDER OF BUSINESS

10Ai



Quarterly Compliance Audit Report

Riverwood

Date: July 2025 - 2nd Quarter

Prepared for: Sandra Demarco

Developer: Inframark

Insurance agency:



Preparer:

Susan Morgan - *SchoolStatus Compliance*

ADA Website Accessibility and Florida F.S. 189.069 Requirements

Table of Contents

Compliance Audit

Overview	2
<i>Compliance Criteria</i>	2
<i>ADA Accessibility</i>	2
Florida Statute Compliance	3
Audit Process	3

Audit results

ADA Website Accessibility Requirements	4
Florida F.S. 189.069 Requirements	5

Helpful information:

Accessibility overview	6
ADA Compliance Categories	7
Web Accessibility Glossary	11

Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



ADA Website Accessibility

Result: **PASSED**

Accessibility Grading Criteria

Passed	Description
Passed	Website errors* 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	Keyboard navigation The ability to navigate website without using a mouse
Passed	Website accessibility policy A published policy and a vehicle to submit issues and resolve issues
Passed	Color contrast Colors provide enough contrast between elements
Passed	Video captioning Closed-captioning and detailed descriptions
Passed	PDF accessibility Formatting PDFs including embedded images and non-text elements
Passed	Site map Alternate methods of navigating the website

*Errors represent less than 5% of the page count are considered passing

**Error reporting details are available in your Campus Suite Website Accessibility dashboard



Florida F.S. 189.069 Requirements

Result: **PASSED**

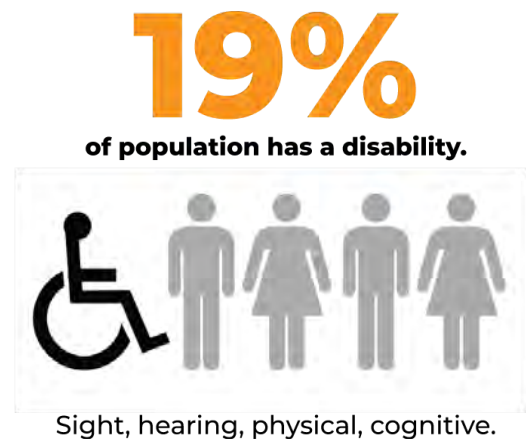
Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

Accessibility overview

Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

Contract checker: <http://webaim.org/resources/contrastchecker>



Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

Helpful article: <http://webaim.org/techniques/alttext>



Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

Helpful article: www.nngroup.com/articles/keyboard-accessibility

Helpful article: <http://webaim.org/techniques/skipnav>



Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

Helpful article: <http://webaim.org/techniques/sitetools/>



Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

Helpful article: <http://webaim.org/techniques/tables/data>



Making PDFs accessible

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

Helpful articles: <http://webaim.org/techniques/acrobat/acrobat>



Making videos accessible

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

Helpful article: <http://webaim.org/techniques/captions>



Making forms accessible

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

Helpful article: <http://webaim.org/techniques/forms>



Alternate versions

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



Feedback for users

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



Other related requirements

No flashing

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

Timers

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

Fly-out menus

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

No pop-ups

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.

Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

Eleventh Order of Business

11Ai



Riverwood Disaster Preparedness
and Recovery Plan
Resident Edition
Created May 2025

4250 Riverwood Drive
Port Charlotte, FL 33953
(941) 764-6663

INDEX

Overview: Community Disaster Preparedness Plan	3
Disaster Readiness Checklist	4-5
Emergency Management Team Organizational Chart	6
Riverwood Incident Command Centers	6
Incident Command Center Activation	7
Management Responsibilities	8
High Winds Preparations per Building	9
Emergency Locations Campus Maps- Administrative Building	10
Activity & Event Center	11
Fitness Center	12
Tennis & Storage	13
Riverwood Post Disaster Clean Up Responsibilities	14-16

OVERVIEW

Community Disaster Preparedness Plan

Natural disasters include hurricanes, floods, tornadoes, fires and other events.

A top priority for management is the safety and well-being of the residents, especially during unexpected disasters. We understand the importance of being prepared and informed in an emergency.

This is an operational Emergency Management Plan for the management and employees of Riverwood, prepared by the Riverwood Community Association and the Riverwood Community Development District. Its guidelines are consistent with the plans developed by the State of Florida and Charlotte County.

Riverwood has initiated this plan to create awareness of emergency management at the County level and within the Riverwood community with these specific goals:

- Provide guidance to management and employees for disasters, storm preparation, survival, and recovery.
- Quantify general responsibilities of the management and staff in preparation for, during and recovery from a disaster event.

The General Manager will declare the plan deactivated once the disaster threat has passed, and it is safe to return to normal operations.

Always prioritize the safety of employees and residents, be prepared to adapt plans based on the evolving situation.

DISASTER READINESS CHECKLIST

Hurricanes -Tornados-Wildfires- Storm Surges

Hurricanes, Tornados, Wildfires, Storm Surges and other disasters generate a series of threats to lives and property. The most obvious is the threat posed to buildings, equipment, and people by the effects of these events. This checklist will help prepare for a looming disaster's effect on our, employees and community by highlighting activities that should be undertaken before, during, and following the event.

When the weather channels, news networks, NOAA (National Oceanic and Atmospheric Administration), National Hurricane Center issue a watch or warning, use the time available to begin taking the following steps:

BEFORE THE EVENT

- Stay up to date on the event's progress via radio, TV or NOAA Weather Radio (All Hazards) receivers.
- Determine safe evacuation routes inland as well as alternative routes.
- Review your Shelter-in-Place Plan, making sure your:
 - Disaster Kit is fully stocked.
 - First Aid Kit
 - Fresh batteries & supplies are fully stocked.
- Ensure you have an emergency communication plan in place prior to the event, evacuation, or threat.
- Backup all data on servers and personal computers. If the backup site is within the area that may be affected by the storm, take backup tapes with you in the evacuation.
- Ensure remote access to your company website and establish a team to manage updates to the site during and after the event.
- Turn off all non-critical devices such as server monitors and workstations and other non-essential electrical equipment.
- Check the integrity of the stand-by propane generator system uninterruptible power supply (UPS).
- Inspect and make emergency repairs to drains, gutters and flashing.
- Install windstorm shutters/plywood over windows and doors.
- Remove all loose debris.
- Anchor or relocate all nonessential equipment to a safe indoor location.
- Secure storage of flammable liquid drums, or move them to a sheltered area (but never into main facility areas)
- Anchor all portable buildings (e.g., trailers) to the ground.
- Secure all equipment.
- Make sure outdoor signs are properly braced.
- Ensure that the employees who volunteered to stay on site have proper supplies and equipment (drinkable water, nonperishable food, medicine, flashlights, walkie-talkies).
- Have cash on hand for post-windstorm needs, such as buying food and supplies, or paying employees and contractors (in the event of electric outages, banks and ATMs will not be operating.)
- Ensure you know which employees are certified in CPR, EMT, etc.
- Charge all electronic devices (mobiles phones or tablets, walkie-talkies, flashlights, etc.)
- Fill fuel jugs, jerry cans, fuel tanks on generators, fire pumps, and all vehicles.
- Remove as many goods as possible from the floor, place at higher elevations.
- Shut off propane gas supply to minimize fire loss, if needed.

- Disconnect the main electrical feeds to the facility, if possible, to prevent a potential fire caused by short-circuiting of damaged equipment.

DURING THE EVENT

- Stay in constant contact with any personnel who are onsite to ensure their wellbeing.
- Patrol the property continuously and watch for roof leaks, loose roofing and building materials, fire or structural damage.
- During the height of a hurricane, flooding, or high-winds event, personnel should remain in a place that has been identified as safe from wind and flood.
- Constantly monitor any equipment that must remain online.
- During power failure, turn off electrical switches to prevent reactivation before necessary checks are completed.

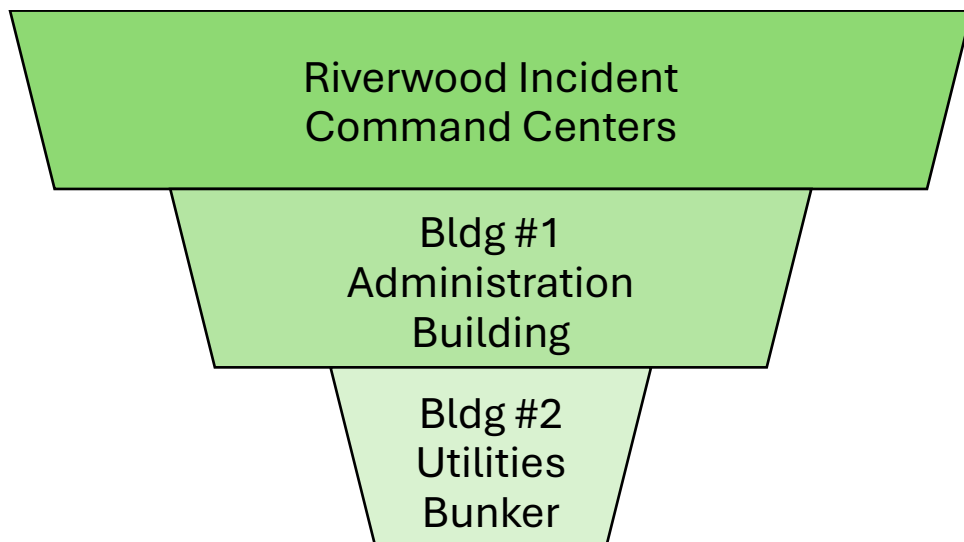
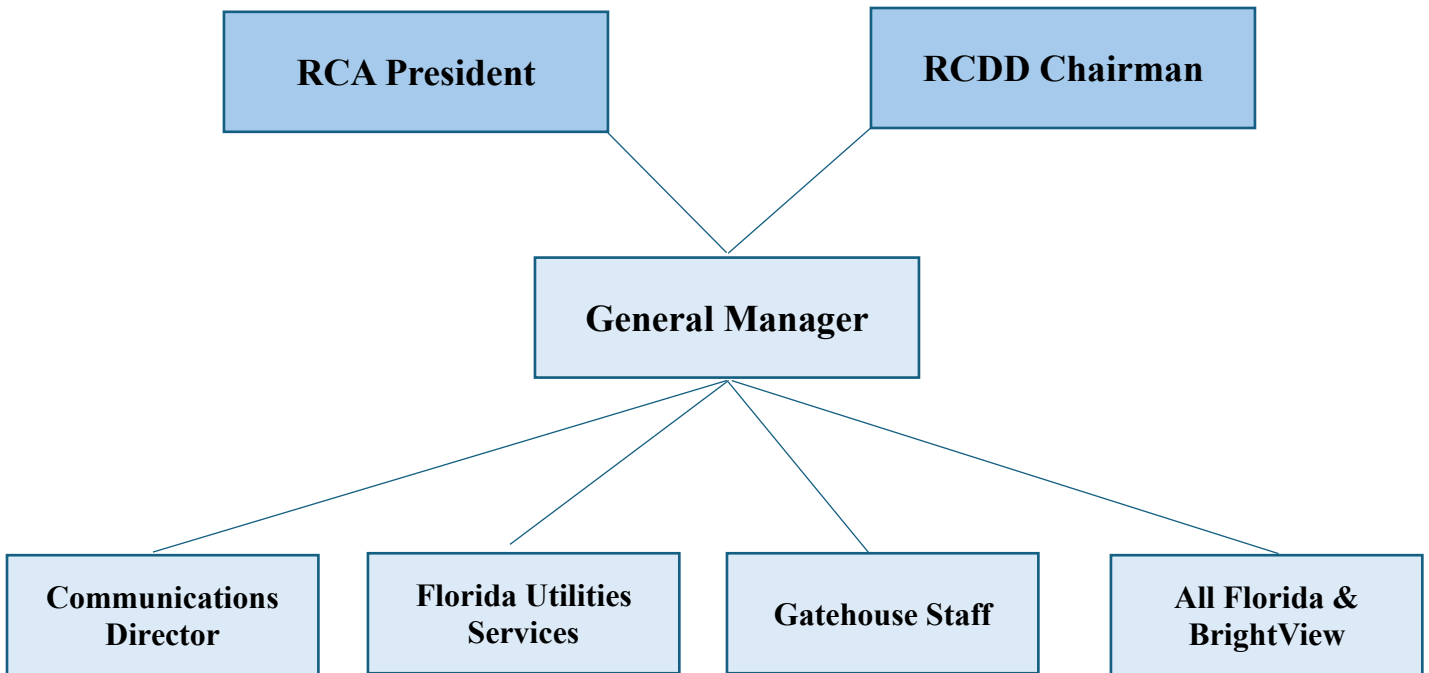
AFTER THE EVENT

- Keep listening to radio, TV or NOAA Weather Radio All Hazards to make sure the storm has passed. Wait until an area is declared safe before entering to secure the site and survey damage.
- Secure 24-hour security if needed.
- Watch for closed roads. If you come upon a barricade or a flooded road, turn around, be safe.
- Survey for safety hazards such as live wires, leaking gas or flammable liquids, poisonous gases, and damage to foundations or underground piping.
- Continue to communicate with all key audiences until the crisis has passed.
- Consistency is important, especially with members of the media.
- Call in key personnel and notify contractors to start repairs.
- Ensure that all safety systems are fully implemented before work is allowed to begin.
- Require contractors to share responsibility for establishing fire-safe conditions before and during the job.
- Begin salvage as soon as possible to prevent further damage:
 - Cover broken windows and torn roof coverings immediately.
 - Separate damaged goods but beware of accumulating too much combustible debris inside a building.
 - Clean roof drains and remove debris from roof to prevent drainage problems.

ASSOCIATES/EMPLOYEES

- Have all employees, vendors, residents contact information on hand.
- Use the E-Blast and Text Systems to keep all parties posted on status updates and next steps.
- Have mandatory “well-being, check-ins” with all employees who are operating on-site from main building every 60 minutes.
- During evacuation have a central point of contact for all employees, and ensure you know where your people are located.
- During evacuation consider your phones lines - redirection to cell phones, answering service, Google Voice,
- Following the storm, notify all critical people of the next steps, based on damage.
- Constantly refill company-owned vehicles and ensure that all devices are fully charged so they are ready for post-event action.
- Remove as many goods as possible from the floor.
- Disconnect the main electrical feeds to the facility, if possible, to prevent a potential fire caused by short-circuiting of damaged equipment. with the exception of the incident command center

Emergency Management Team Organizational Chart



INCIDENT COMMAND CENTER ACTIVATION

In the event of, or in anticipation of, a natural or man-made disaster, the Incident Commander (Riverwood Manager) may activate the Incident Command Center. This decision will be made in conjunction with the President of the RCA and the Chairperson of the RCDD or their representative. This decision will be disseminated as quickly as possible to all Riverwood staff and residents to include the Riverwood Golf Course and Florida Utilities Services.

The Primary Incident Command Center (ICC) will be the Administration Building (Bld #1). Should the Primary site be unusable for any reason, the Incident Commander may activate a Secondary ICC at the Sewer Treatment Plant (Bld #2).

Activation of the ICC is to be considered an all-hands event. The Center will be manned with radio and Starlink communications from 6am to 10pm and will serve as the center for planning and coordination, information dissemination, and an emergency electrical power supply. There will be a scheduled meeting of all available Board members and appropriate personnel at 7am and 7pm daily until deemed otherwise by the Incident Commander or designee. For matters requiring action by the RCDD Board, the Chairperson may convene emergency meetings as needed, with notice to be posted and provided as may be feasibly based on conditions.

Following an assessment of all available information, the ICC will be deactivated by the Incident Commander or designee when deemed appropriate. Coordination of activities and subsequent meeting schedules will be determined at that time.

Following an appropriate interval, the Incident Commander will schedule a debrief for all Board members and involved personnel to review the Incident, issues faced, and lessons learned.

MANAGEMENT RESPONSIBILITIES

Riverwood Community General Manager: Together with RCA President and RCDD Chairperson, determines extent of disaster and appropriate response. Acts as community quarterback before, during and after a disaster event.

RCA President/Bruce Dorfman: Focal point for communication between RCA Manager & staff, as well as RCA Board Directors.

RCA Vice-President/ Kevin Tucker: Assists the Presidents efforts and accepts responsibility in the absence of the President.

RCA Treasurer/ John Larson: Assist President and Vice-President as directed. Communication with the General Manager & staff regarding payment of bills.

RCA Secretary/ Ramona Elden: Assist President and Vice President as directed.

RCA Member at Large/ Maureen Hoffer: Assist President and Vice President as directed.

RCDD Chairperson/ Dr. Cam McKee: Focal point for communication between the General Manager and the RCDD campus staff and other Supervisors.

RCDD Vice-Chairperson/ Don Hester: Assists the Chairperson's efforts and accepts responsibility in the absence of the Chairperson. Serves as the Utilities liaison.

RCDD Supervisor/ Bob Humberstone: Assists the Chairperson's efforts and accepts responsibility in the absence of the Chairperson and Vice Chair. Serves as the Beach Club liaison.

RCDD Supervisor/ Bob Sims: Assists the Chairperson's efforts and serves as the Community Assets liaison.

RCDD Supervisor/ Douglas Colwell: Assists the Chairperson's efforts and serves as the Human Resources liaison.

The Riverwood Boards have the responsibility of informing the residents in the event of a disaster event, and to maintain common property. To that end, the RCA President and the RCDD Chairperson will work with the General Manager to: Coordinate with County, State and Federal resources to maximize evacuation and recovery initiatives; Prepare for recovery by communicating with landscape vendors; Situationally manage the clean-up recovery as warranted by the severity of the event. This decision will then be communicated to the residents IF the situation is deemed to be severe.

HIGH WIND PREPARATIONS PER BUILDING

In the event of a hurricane, wind gusts that are forecasted at 45MPH or above, the gatehouse will prepare to shut down. Once winds are sustained at 30MPH or more, it's time to evacuate. This allows staff and their families to evacuate before the winds are over 45MPH and the bridges close.

GATEHOUSE

- Secure computer data
- Inform staff of procedures & expectations.
- Open all gates for evacuation and emergency vehicles.
- Remove all lift arms and stack inside the gatehouse.
- Secure gatehouse.

CAMPUS- ADMINISTRATIVE BUILDING

- Test/charge the Riverwood Radio Communication System (RRCS).
- Gather IT bags and laptops as well as Server Backup external drive.
- Secure petty cash boxes and empty the safe.
- Locate emergency kit and stage in command center.
- Protect/cover all desktop computers and remove all electronics from the floor and place them on the desks.
- Remove all items off Library floor and place on table.
- Place the entrance door mat inside Administrative entrance.

CAMPUS- ACTIVITIES BUILDING

- Secure TVs in the Osprey Room closet.
- Remove all equipment from AV closet floor.
- Remove the big blue canopy and store in Activities Building.
- Remove all verandah furniture and store in Activities Building.
- Store gas grills in the Tiki Bar area and turn off gas supply.

CAMPUS- BOCCE/TENNIS/PICKLEBALL

- Remove all canopies and store them in the Activities Building.
- Take down and store the flags in front of the Fitness Center.
- Store all garbage containers in the Activities Building.
- Secure the bike rack
- Remove the windscreens and store them in the Activities Building.

CAMPUS- RESORT POOL/TIKI BAR/CANOPY

- Remove all pool furniture and place it in Activities Building/Eagle & Egret Rooms.
- Pull down Tiki Bar metal shutters/enclose are with metal panels.
- Remove the umbrellas and store in the Activities Building.
- Remove all planters and place in the Tiki Bar area.
- Remove all canopies and place them in the Activities Building.

ADMINISTRATIVE BUILDING– IMPORTANT LOCATIONS

#1 Electrical Panel

#2 AED Machine & Fire Extinguisher

#3 911 Direct Connect Phone

#4 First Aid Kit

#5 Fire Extinguisher

#6 First Aid Kit

#7 First Aid Kit

#8 Fire Extinguisher



ACTIVITY & EVENT CENTER – IMPORTANT LOCATIONS

#1 Fire Extinguisher

#2 AED Location & First Aid Kit

#3 911 Direct Phone

#4 Knox Box

#5 Sprinkler Riser

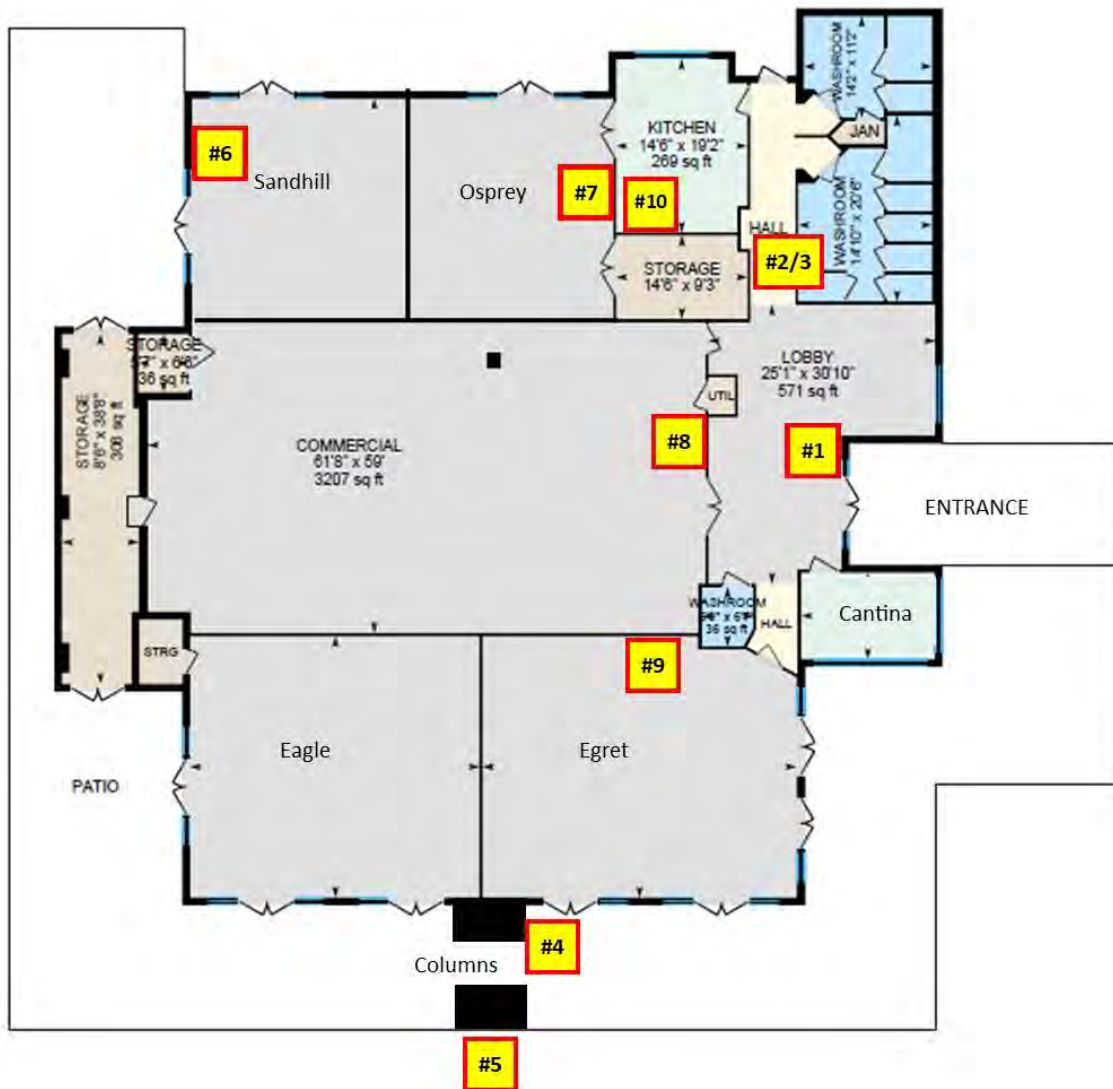
#6 Fire Extinguisher

#7 Fire Extinguisher

#8 Fire Extinguisher

#9 Fire Extinguisher

#10 Fire Extinguisher



FITNESS CENTER – IMPORTANT LOCATIONS

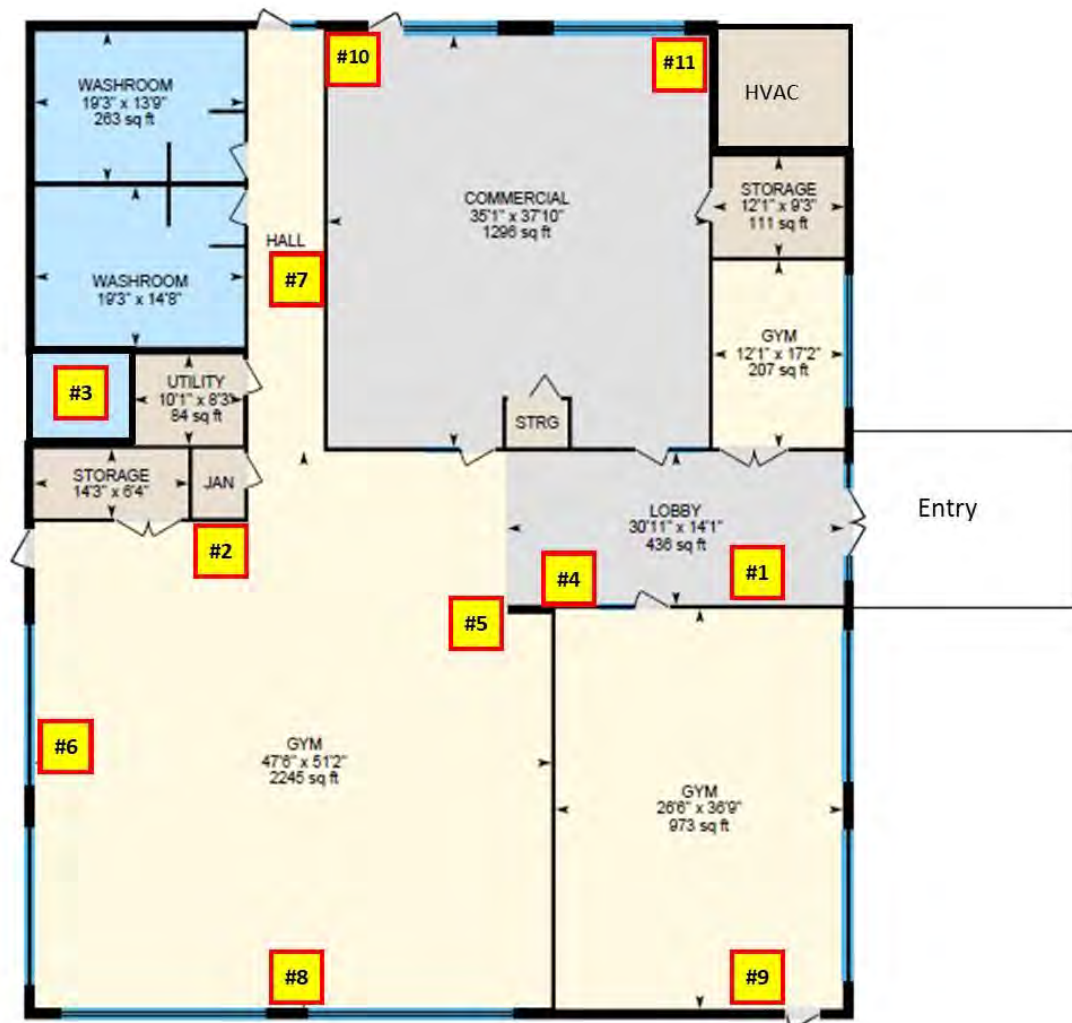
#1 AED Location/Fire Extinguisher

#2 911 Direct Connect Phone

#3 Electrical Panel- Exterior Closet

#4 First Aid Kit

#5-11 Fire Extinguishers

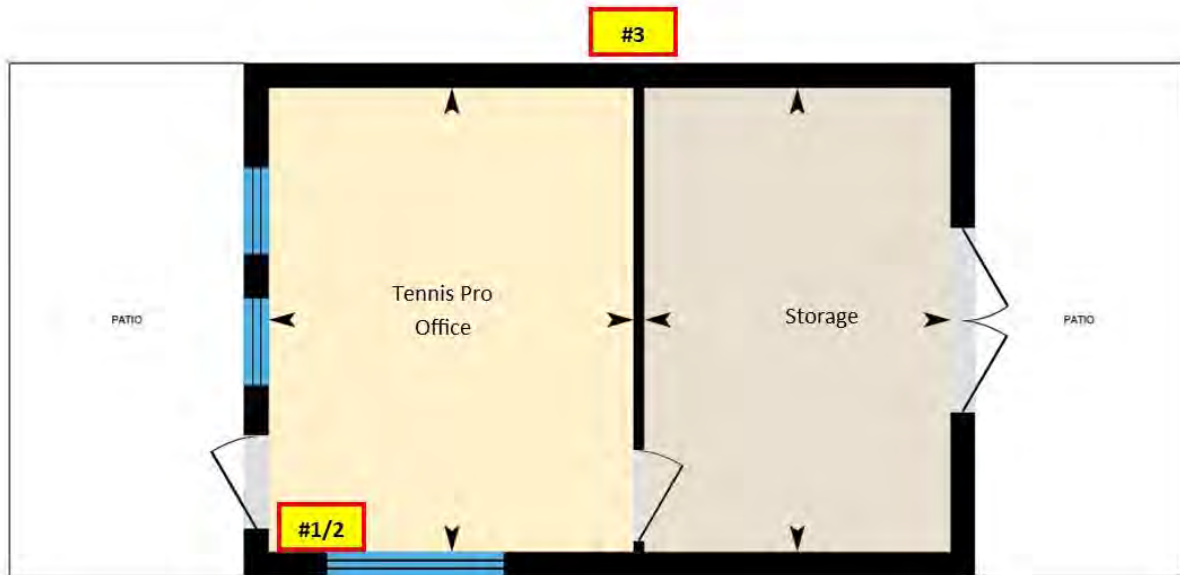


TENNIS PRO OFFICE – IMPORTANT LOCATIONS

#1 Fire Extinguisher

#2 First Aid Kit

#3 FACP Access Room



RIVERWOOD POST STORM CLEAN-UP RESPONSIBILITIES

The Riverwood Community Association (RCA) and the Riverwood Community Development District (RCDD), working as 1 Riverwood, have each approved the same plan for community restoration and clean-up following a major disaster (the “Plan”), which defines post event responsibilities.

All storms are individual and clean-up decisions will be different as well. Decisions on what level of clean-up will be made jointly by the RCDD Chair Supervisor, the RCA President and the Property Manager. In all instances, the clean-up costs will be paid equally by the RCDD and the RCA. With storms that result in severe damages, as declared by the RCDD Chair Supervisor, the RCA President and the Property Manager, the following Disaster Recovery Plan will be implemented:

MAJOR EVENT RESTORATION PLAN

Clean up activities will begin with the activation of the Incident Command Center (ICC) which will be housed in the Campus Office, if available. If it is not functional then it will be moved to the Water Treatment Plant. The ICC will be led by the Riverwood Manager who will be the Incident Commander (IC) the RCA President and the RCDD Chairman will work alongside the Incident Commander.

Pre-disaster planning will have included contracts with BrightView/All Florida, or both, who upon contact from the Incident Commander, will immediately begin community wide cleanup. The first stage of the cleanup, as set forth in each respective contract, will be the removal of debris from roads that would hinder access by emergency responders to any resident. This debris shall be “cut and tossed” to the right-of-way. This first stage of cleanup shall also include removal of debris that prohibit access to the treatment plant or any pump station, again with it being “cut and tossed” to the right-of-way for later collection and disposal. This first step of the cleanup must be fully documented with geo-located photos and shall be invoiced separately from any other work performed by either contractor. Upon the completion of full documentation of the first stage of cleanup, the contractors can then proceed with the removal of debris from the remainder of the RCDD & RCA property.

This debris removal shall include the debris from the first cleanup stage that has been tossed to the right-of-way. All the debris will be staged on RCDD property where it will be broken down into small units and trucked out of the Community by Charlotte County.

ALL RIVERWOOD NEIGHBORHOODS

The first priority of recovery is to clear roadways and utility facilities in order to permit emergency vehicles and utility services to access vital areas. Once the IC determines that this has been substantially accomplished neighborhood presidents and property managers will be notified that they may begin their individual lot/ neighborhood clean-up and repair. It is the sole responsibility of the individual owners to properly remove storm debris (i.e. fallen trees tree limbs and related landscaping materials; also including building materials (“Storm Debris”) from their lots. Most storm recovery vendors in the area have call lists for pre-emergency registration. This gives priority to owners who take advantage of this service. It is recommended that owners call before an event occurs to be placed on these lists.

All vendors must be licensed contractors in Florida and provide proof of insurance and a valid driver’s license to be allowed entry.

The Gate House will be instructed not to allow any clean-up vendors, other than Brightview and All Florida into the Community until the IC declares substantial removal of debris from roadways and utility services such that roads are safe for general use.

UNINCORPORATED AND SELF MAINTAINED NEIGHBORHOODS

In any clean-ups, residents of unincorporated and self-maintained neighborhood, and the neighborhood presidents, will be notified when clean-up vendors are allowed to enter the Community. However, no vendors will be allowed to enter unless the Gate House has been notified. Owners and unincorporated neighborhood presidents will be instructed to place all debris on the grass or the sidewalk adjacent to their homes to be picked up by their recovery vendors. Owners and unincorporated neighborhood presidents will be instructed to ensure that Storm Debris is not placed in roadways. Such Storm Debris is to be removed from the Community by their recovery vendors, at the neighborhood or owner's expense.

INCORPORATED NEIGHBORHOODS

In any clean-up, the president or property manager of the incorporated neighborhoods will be instructed to contact their landscape vendors to arrange for Storm Debris removal at their cost. No vendors will be allowed to enter until they are advised that entry is permitted. They will also be instructed not to place Storm Debris in roadways. However, no vendors, including incorporated neighborhood vendors, will be allowed to enter unless the Gate House has been notified to allow their entry.

GUARD HOUSE

The Guard House Supervisor will be instructed not to allow any vendors access to the Community which have not been authorized by owners. Vendors will not be allowed into the Community until the IC declares that the roadway debris has been removed to the extent that it is now safe to allow clean-up vendors access. All vendors must be licensed contractors in Florida and provide proof of insurance and a valid Florida driver's license.

Vendors will be given a written notice not to solicit business while in the Community and will be told that if that occurs, they will be prohibited from returning. Such notice will also make clear to vendors that it is their sole responsibility to remove all debris that they handle from the Community.

PAYMENT OF RECOVERY EXPENSES

Upon substantial completion of the recovery and restoration work, a determination will be made by the RCA Board and the RCDD Supervisors regarding the need to pursue a special assessment pursuant to the RCA Declaration to pay for the costs of the clean-up. A special assessment will only be sought if recovery related reserves and FEMA funds are insufficient to cover all costs.

If a State of Emergency by the State of Florida or Charlotte County, has been declared, the RCA Board is permitted by law to adopt a special assessment by majority vote. The RCDD will recover its deficiency through its assessment process.

Owners should be aware that most homeowners' insurance policies include coverage for what is referred to as a Loss Assessment Clause. This coverage will be listed on the Declaration Sheet of your policy. It is intended to cover, among other things, special assessments made by HOAs for uninsured events. Check with your insurance agent for more details.

11Aii

**AGREEMENT FOR DEBRIS REMOVAL SERVICES
WITH ALL FLORIDA TREE & LANDSCAPE, INC.**

All Florida Tree & Landscape, Inc. (the “Contractor” or “AFT”) agrees to enter into an agreement with the Riverwood Community Development District to furnish debris removal services at the District. This Contract is in accordance with the specifications of the Agreement for Arboricultural Services, RFP No. 2017-12, among the City of Weston, Florida, Indian Trace Development District, Bonaventure Development District, and Contractor, including all amendments thereto, attached hereto and incorporated herein as Exhibit “A”, including a base contract period dated from the authorized signing of this document by Dr. Cameron Mckee, Chair, through March 31, 2028, with the following modifications:

1. All references to “City of Weston” and “City” shall be replaced with “Riverwood Community Development District” and “District”.
2. All references to “City Commission” shall be replaced with “District Board of Supervisors”.
3. All references to “17200 Royal Palm Boulevard, Weston, Florida 33326” shall be replaced with “4250 Riverwood Drive, Port Charlotte, Florida 33953”.
4. Section 1.1 of the Agreement shall be modified to reflect that the Contract Work shall commence immediately upon notification of Contractor by the District Property Manager, and in no instance shall such commencement not be initiated within 24 hours of notification.
5. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

Contractor shall perform the removal of debris at the District in accordance with the guidelines set forth in Exhibit “B” (the “Contract Work”). To the extent that there is any conflict the terms of Exhibit “B” shall prevail over the provisions of this Agreement.
6. Section 8.5 of the Agreement shall be modified to reflect that all invoices under the Agreement shall be mailed to the following address:

Riverwood CDD
C/O Inframark
11555 Heron Bay Blvd., Suite 201
Coral Springs, Florida 33076

7. Section 8.14 (C) shall be deleted in its entirety and replaced with the following:

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

- A. Contractor shall keep and maintain public records required by the District in order to perform the service;
- B. Upon request from the District, Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Contractor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District;
- D. Contractor shall upon completion of the Contract, transfer, at no cost to the District all public records in the possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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. Contractor acknowledges that all information contained relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS, INFRAMARK, INFRASTRUCTURE MANAGEMENT SERVICES, AT (954) 603-0033; 11555 HERON BAY BLVD., SUITE 201, CORAL SPRINGS, FLORIDA 33076; PublicRecords@inframark.com.

- 8. A new section, E-Verify, shall be added to the Agreement as follows:

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further

represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the District.

9. Section 8.13 of the Agreement shall be modified to include the following:

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

10. Section 8.14 (G) shall be modified to reflect that all contractual notices to the District shall be sent to the following recipients:

To District: Riverwood Community Development District
 RCDD Office
 c/o Dr. Cameron McKee, Chair
 4250 Riverwood Drive
 Port Charlotte, Florida 33953

With a copy to: Blalock Walters, P.A.
 c/o Scott Rudacille, Esq.
 802 11th Street West
 Bradenton, Florida 34205

11. Section 8.14 (M) of the Agreement shall be modified to reflect that venue for all disputes arising out of the Agreement and/or the services performed thereunder shall be in Charlotte County, Florida.

12. The provisions contained in the document attached hereto as Exhibit "C" shall be incorporated into the Agreement by reference.

This Agreement is authorized by Section 189.053, Florida Statutes, which provides that the District may purchase commodities and contractual services, other than services the acquisition of which is governed by Section 287.055, Florida Statutes, from the purchasing agreements of other special districts, municipalities, or counties of the State of Florida, which have been procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotiations, and which are otherwise in compliance with general law if the

purchasing agreement of the other special district, municipality, or county was procured by a process that would have met the procurement requirements of the purchasing special district.

CONTRACTOR

All Florida Tree & Landscape, Inc.

By: _____

Its: _____
(Title of Authorized Representative)

Date: _____

DISTRICT

Riverwood Community Development
District

By: _____

Dr. Cameron McKee, Chair

Date: _____



CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

ARBORICULTURAL SERVICES

City of Weston Request for Proposals No. 2017-12



CITY OF WESTON, FLORIDA
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT

ARBORICULTURAL SERVICES
AGREEMENT DOCUMENT

City of Weston RFP No. 2017-12

CITY OF WESTON, FLORIDA

RFP NO. 2017-12

ARBORICULTURAL SERVICES

INDEX

SECTION 1 TERM AND TERMINATION

SECTION 2 SCOPE OF WORK

SECTION 3 STANDARDS OF WORK

SECTION 4 STANDARDS OF CONTRACTOR

SECTION 5 STANDARDS OF LABOR & MATERIALS

SECTION 6 STANDARDS OF INSURANCE

SECTION 7 STANDARDS OF PERFORMANCE & PAYMENT SECURITY

SECTION 8 GENERAL CONDITIONS

SECTION 9 SPECIAL CONDITIONS

SECTION 10 EXHIBIT FORMS

AGREEMENT

AMONG

CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

AND

All Florida Tree and Landscape, Inc.

FOR

ARBORICULTURAL SERVICES

RFP NO. 2017-12

This Agreement is made and entered into the 3rd day of April, 2018 among the City of Weston, a Florida municipal corporation, Indian Trace Development District, Bonaventure Development District (collectively "CITY") and All Florida Tree and Landscape, Inc. ("CONTRACTOR") for Arboricultural Services ("Agreement"). References in this Agreement to "City Manager" shall be meant to include his designee.

The following exhibits are incorporated herein and made a part of this Agreement:

- Exhibit A: Certificate of Insurance
- Exhibit B: Fee Schedule
- Exhibit C: Contractor's Sub-Contractors List
- Exhibit D: Transition Plan
- Exhibit E: Performance & Payment Security

WITNESSETH:

WHEREAS, CITY solicited proposals from proposers to perform Arboricultural Services; and

WHEREAS, proposals were evaluated and ranked by a Selection Committee and a recommendation was made to the City Manager; and

WHEREAS, on February 20th, 2018, CITY adopted Resolution No. 2018-26, which ratified or altered the ranking of proposals for Arboricultural Services and authorized the appropriate City officials to execute an Agreement with the number one ranked proposer All Florida Tree and Landscape, Inc.; and

WHEREAS, City Commission has selected CONTRACTOR to perform Arboricultural Services, on an ongoing, or as needed basis, and at the sole discretion of CITY; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 1

TERM AND TERMINATION

1.1 Term

The term of this Agreement shall begin on the date that it is fully executed and shall extend until March 31, 2023 with one optional five (5) year renewal by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 1.2 of this Agreement.

1.2 Termination

1. This Agreement may be terminated for cause by action of the City Commission if CONTRACTOR is in breach and has not corrected the breach within 30 days after written notice from CITY identifying the breach, or for convenience by action of the City Commission upon not less than 30 days written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.
2. This Agreement may be terminated for cause by CONTRACTOR if CITY is in breach and has not corrected the breach within 60 days after written notice from CONTRACTOR identifying the breach.
3. Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
4. Notice of termination shall be provided in accordance with Section 8.14(G.) NOTICES of this Agreement except that notice of termination by the City Manager which the City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with Section 8.14(G.) NOTICES of this Agreement.
5. In the event this Agreement is terminated for convenience, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.

6. In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to the Agreement. In no event shall CITY be liable to CONTRACTOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.
7. This Agreement may be terminated by the CITY if the CONTRACTOR is found to have submitted a false certification, Form 10, Scrutinized Companies, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 2

SCOPE OF WORK

2.1 Intent

CONTRACTOR shall provide all labor, materials and equipment necessary to perform arboriculture services for the maintenance of all public trees within the CITY's rights-of-way, landscape buffers, parks and facilities. Work includes but is not limited to mobilizing/staging, tree pruning, aerial work, tree removal, stump grinding, utilization of hand power pruning tools, chipping, cleanup, disposal, demobilizing/breakdown, and maintenance of traffic.

2.2 Level of Service

- A. No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this Request for Proposal by the CITY.
- B. Work will be completed on a job-by-job basis using the CITY's work order system. CONTRACTOR will be provided with the specifications of a job or a series of jobs, and shall commit the necessary resources and estimated time to complete each job to the satisfaction of the CITY. The amount and scheduling of work will fluctuate, and the CITY does not guarantee any certain amount of work during a given time. The CONTRACTOR understands that staffing may have to be adjusted accordingly; however, it is anticipated that the CONTRACTOR will have work to perform within the CITY on a daily basis during normal business hours.

2.3 Access to Trees

CONTRACTOR shall provide all necessary equipment and vehicles to gain access to perform the services as outlined in this RFP including but not limited to equipment to access from: the road-side of the berms; the back (non-road-side) of the berms; canals and lakes for limited specific cases for trees only accessible by boat; heights more than sixty-five (65) feet that may require crane bucket equipment.

2.3 Weston Public Tree Inventory

Table 2.3, Weston Public Tree Inventory, is an October 2016 inventory of the trees on CITY owned rights-of-way and property. A map of the Public Tree Inventory can be viewed by clicking [here](http://arcg.is/0L1981) (<http://arcg.is/0L1981>). This inventory map and table is NOT 100% accurate and only represents an approximation and a snapshot in time when the data was collected.

It shall be the CONTRACTOR's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the CITY for the CONTRACTOR's failure to do so.

Table 2.3 - Weston Public Tree Inventory

Botanical Name	Inventory Amount	Percentage of Inventory
Ficus benjamina	4941	14.3%
Quercus virginiana	3472	10.0%
Roystonea elata	2935	8.5%
Callistemon viminalis	2556	7.4%
Sabal palmetto	1961	5.7%
Ligustrum japonicum	1922	5.6%
Swietenia mahogani	1584	4.6%
Livistona chinensis	1511	4.4%
Syagrus romanzoffiana	1418	4.1%
Ptychosperma elegans	1338	3.9%
Calophyllum brasiliense	1042	3.0%
Wodyetia bifurcata	1042	3.0%
Lagerstroemia indica	913	2.6%
Washingtonia robusta	837	2.4%
Ficus microcarpa nitida	577	1.7%
Conocarpus erectus	571	1.7%
Bursera simaruba	565	1.6%
Magnolia grandiflora	443	1.3%
Bucida buceras	353	1.0%
Syzygium cumini	343	1.0%
Phoenix roebelenii	326	0.9%
Clusia rosea	288	0.8%
Unknown/Other	246	0.7%

Hyophorbe lagenicaulis	239	0.7%
Phoenix reclinata	230	0.7%
Pongamia	223	0.6%
Tabebuia heterophylla	179	0.5%
Cocos nucifera	176	0.5%
Krugiodendron ferreum	170	0.5%
Ficus variegata	145	0.4%
Coccoloba diversifolia	126	0.4%
Magnolia grandiflora Little Gem	116	0.3%
Taxodium distichum	105	0.3%
Jatropha integerrima	103	0.3%
Quercus laurifolia	102	0.3%
Cassia	95	0.3%
Dyopsis lutescens	84	0.2%
Cassia fistula	80	0.2%
Lagerstroemia speciosa	77	0.2%
Acoelorrhaphe wrightii	65	0.2%
Ilex cassine	58	0.2%
Pinus elliottii	58	0.2%
Adonidia merrilli	55	0.2%
Delonix regia	52	0.2%
Tabebuia aurea	52	0.2%
Celtis laevigata	50	0.1%
Ilex x attenuata	50	0.1%
Bismarckia nobilis	41	0.1%

Myrcianthes fragrans	41	0.1%
Thrinax radiata	41	0.1%
Duranta	39	0.1%
Nerium oleander	38	0.1%
Phoenix canariensis	37	0.1%
Phoenix dactylifera	37	0.1%
Cupaniopsis anacardioides	36	0.1%
Peltophorum pterocarpum	32	0.1%
Polyalthia longifolia	30	0.1%
Psidium cattleianum	29	0.1%
Tamarindus indica	26	0.1%
Caryota mitis	24	0.1%
Filicium decipiens	24	0.1%
Acer rubrum	22	0.1%
Lysiloma sabicu	19	0.1%
Morella cerifera	16	0.0%
Cassia javanica	15	0.0%
Acacia auriculaeformis	11	0.0%
Bauhinia x blakeana	11	0.0%
Eugenia foetida	11	0.0%
Dalbergia sissoo	10	0.0%
Bischofia javanica	8	0.0%
Callistemon citrinus	8	0.0%
Hibiscus	8	0.0%
Litchi chinensis	8	0.0%

Annona glabra	7	0.0%
Chrysophyllum oliviforme	7	0.0%
Ficus aurea	7	0.0%
Chamaerops humilis	6	0.0%
Mastichodendron foetidissium	6	0.0%
Pandanus utilis	6	0.0%
Tabebuia bahamensis	6	0.0%
Adansonia digitata	5	0.0%
Chamaedorea	5	0.0%
Guapira discolor	5	0.0%
Dracaena	4	0.0%
Coccoloba uvifera	3	0.0%
Persea borbonia	3	0.0%
Phoenix sylvestris	3	0.0%
Ravenala madagascariensis	3	0.0%
Bucida molinetii	2	0.0%
Corypha utan	2	0.0%
Magnolia x soulangiana	2	0.0%
Butia capitata	1	0.0%
Jasminum	1	0.0%
Pittosporum	1	0.0%
Rhizophora mangle	1	0.0%
Sapindus saponaria	1	0.0%
Schefflera actinophylla	1	0.0%
Total	34584	100.0%

SECTION 3

STANDARDS OF WORK

3.1 Intent

CONTRACTOR agrees that all operations performed under this contract shall comply with all applicable federal, state, and local regulations for this occupation and this type of work. Specifically, but not exclusively, work shall comply with applicable Occupational Safety and Health Administration (OSHA) standards, and the American National Standards Institute (ANSI) A-300 Standards for Maintenance of Trees and Woody Plants, and Z-133.1 – 1994 Safety Requirements, or most current editions. In addition, all work must also comply with the City of Weston's Code of Ordinances Chapter 122: Tree Preservation. In some instances, it will be necessary to gain access to the work area via johnboat or similar conveyance.

Generally, pruning is performed to reduce the potential for insect/disease problems of trees by removing dead, dying, or broken limbs and by correcting poor growth habits of trees. The work involves raising the clearance under trees to eight feet over walkways, 16 feet over roadways, and three feet from structures. Pruning also includes the removal of basal sucker growth from the tree trunk and root crown to reduce the poor appearance of stressed trees. No more than 25% or the current ANSI-300 canopy reduction standards of a tree's canopy/foilage shall be removed within an annual growing season. Each specific type of pruning that shall be required as part of the work under this contract is outlined in more detail in the specifications listed below.

In general, the pruning of palms shall include removing all dead, dying, or broken fronds, removal of fruit and seed pods, and the pruning of fronds that are below a 90-degree angle (9:00 to 3:00) from the trunk of the palm. More requirements on palm pruning are included in the specifications listed below.

Specifications for the work shall include the following:

- A. **Hardwood Trees** – Refers to any dicot or conifer trees, either deciduous or evergreen, with one or more woody stem(s) or trunk(s), which naturally develops the diameter and height characteristics of a particular species, usually more than one and one half inches in trunk diameter and 12 feet in height at maturity.
- B. **Ficus Trees** – Refers to any species of ficus tree. There exists a large quantity of ficus trees growing in long rows with tight spacing characteristics. The CONTRACTOR shall achieve a three-year pruning cycle on ficus trees alone.
- C. **Palms** – Refers to any monocot plant having fronds with parallel veination and a tightly held trunk surface. Royal Palms trimmed twice per year.
- D. **Routine/Scheduled Work** – Refers to tree removal or maintenance work that does not constitute an emergency or hazardous situation, and is generally given to, and agreed

to, between the CONTRACTOR and the CITY on a regular basis. Routine work hours are generally between 7:00 A.M. to 7:00 P.M. Monday through Friday, except holidays.

- E. **Emergency Work Only** – Refers to an emergency call out situation, typically not during normal business hours including, but not limited to nights, weekends, after a storm event or a vehicle accident, which requires a more immediate response for tree removal or maintenance work than routine or scheduled work. CONTRACTOR shall respond to these types of requests from the CITY in less than two hours from the time in which the request is received. Emergency work hours are generally those times outside of the routine work hours stated herein.

- F. **Hazard Tree Pruning** – Pruning of trees or palms with immediate hazardous limbs or fronds (broken, diseased, or dangerous) which may arise during an emergency situation, such as a storm or vehicle accident. The branches or fronds are usually three inches in diameter or larger, and pose an immediate safety hazard to the public.

- G. **Crown Cleaning, Thinning, and Clearance Pruning** – Pruning of limbs throughout the tree canopy to remove dead, diseased, and broken branches, repair stub cut branches, remove sprouts from limbs, and clean out problematic limbs from the canopy. Pruning of branches throughout the entire tree canopy to allow greater light penetration through the canopy and to reduce the amount of branching in the canopy. This work should not reduce the overall size of the canopy. Pruning of lower limbs of trees that are growing over a sidewalk or roadway, or limbs that are growing into a structure (building, street light, sign, etc.). Trees shall generally be pruned to achieve an eight foot clearance over sidewalks, a 16 foot clearance over roadways, and a minimum of three foot clearance from structures.

- H. **Structural Pruning, Limb/Crown Reduction, and Restoration Pruning** – Pruning of limbs throughout the tree canopy to reduce the crossing limbs or to correct poor growth habits, such as multiple leaders on main stems and sharp angle branch junctures. This is usually necessary on trees that have not had any structural pruning done on them previously, or any training on them while the trees were still young. Pruning of limbs which are outside the average canopy size, or natural form, of the tree and to subordinate competing co-dominant leaders. Pruning of primary limbs to reduce the overall size and/or height of a tree to better fit its location. (Note: this type of pruning can only be performed on trees that are over 30 feet in height). This work shall also include restoration pruning for trees that have been previously hat racked, damaged from storms, or having injured branches from other causes, which may have resulted in high sprout growth in the canopy. Work should result in a better-balanced canopy and future growth of remaining limbs that will fill in and become a more natural growth habit for that tree species. Branches removed can be any size.

- I. **Small Tree Pruning, Training and Clearance Pruning** – Pruning of dead limbs, broken limbs, and crossing limbs throughout the tree canopy in order to improve overall health and reduce structural problems in future growth. Pruning to subordinate multiple stems where necessary in order to leave the most dominant stem to become the main leader for the tree. In some instances, small trees in this category may also need pruning to provide clearance from adjacent sidewalks, roadways or structures, as specified in this section above.
- J. **Palm Pruning** - Pruning shall include removal of all dead, dying, or broken fronds, and the pruning of fronds that are below a 90-degree angle (9:00 to 3:00) from the trunk of the palm. Fronds shall be cut close to the trunk with a sharp pruning saw or other arboricultural tools. Pruning shall also include removal of the inflorescence (flower spikes), remains of the inflorescence, young seed stalks, any remains of seed stalks, and/or the fruits. Inflorescence can be removed any time, but it is generally better to remove before seeds ripen, if possible. Palm pruning shall be done with tools that are cleaned between working on each palm in order to reduce the spread of any pest or disease problems that may be present on the palms within the CITY'S properties, either currently, or in the future, during the length of this contract.
- K. **Hazard Tree Removal** – Removal of trees or palms that are an immediate hazard to property, vehicular traffic, or pedestrians due to uprooting, damaged or leaning trunks, dead fallen limbs, or large broken branches, which may occur during an emergency situation, such as a storm or vehicle accident. This work includes the removal of the total tree or palm and must be done immediately to remove the hazard to the public. This may also include the complete removal of the stump at that time, if necessary, or if the stump can be left and stump grinded later, then it can remain.
- L. **Routine Tree Removal** – Removal of trees or palms that do not meet the specifications of the landscape which they are in, that are declining, severely damaged, or completely dead, or that may become hazards to property and pedestrians as they grow. This work shall include the complete removal of the canopy and trunk, leaving a stump cut as flush to the ground as possible. The CONTRACTOR shall not remove any tree or palm unless specifically directed by the CITY.
- M. **Stump Grinding** – Standard grinding shall include stump and all exposed roots to be ground six inches below surface of soil. Grinding debris shall be compacted into stump hole to two inches below surface soil. The impacted area shall be protected by a barrier until such time that the CITY can install sod or plant material over the area. Leftover grinding debris shall be hauled from the work location and lawfully disposed of at CONTRACTOR'S expense.
- N. **Chipped and Solid Wood Products** – CONTRACTOR shall haul and lawfully dispose of chipped and solid wood products generated by work under this Agreement at its own expense. Storage and/or disposal of chips and solids generated by work performed under this Agreement shall be permitted on CITY properties or within public rights-of-way at the ONLY if approved by the CITY and at no additional cost to the CITY.

- O. **Trunks and Fronds** – CONTRACTOR shall haul and lawfully dispose of trunks and palm fronds generated by work performed under this Agreement at its own expense. Storage and/or disposal of trunks and palm fronds generated by work performed under this Agreement shall not be permitted on CITY properties or within public rights-of-way.
- P. **Clean-up** – All debris generated by the work performed under this Agreement shall be cleaned up not later than two hours after completion of the work for each tree, palm, and/or stump, and CONTRACTOR shall not leave the work location until clean-up is achieved. The work location shall be left equal to or better than pre-work conditions. All debris shall be kept off private properties at all times.
- Q. **Maintenance of Traffic** – CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) in accordance with the standards outlined in the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) at all times. Pedestrian traffic may be prohibited when appropriate. Sufficient and proper safety devices, to include and not be limited to signage, flags, barricades and cones must be used to stage vehicles and equipment and to protect work sites on or near roadways.
- R. **Utilities** – CONTRACTOR shall be solely responsible for obtaining the locations of underground utilities when performing work below grade, and for identifying overhead utilities when performing work above grade. CONTRACTOR shall not perform work within ten feet of any overhead utilities. All work performed under this contract shall also comply with all current Florida Power & Light guidelines and standards for tree trimming near their facilities.
- S. **Schedule of Work** – At the beginning of each week, the CITY shall furnish to the CONTRACTOR a list of both priority and routine maintenance Work Orders to be considered for completion during the upcoming week. The CONTRACTOR shall then provide to the CITY within three days a preliminary schedule of the work for the upcoming week for review by the CITY'S representative. Upon approval by the CITY'S representative, the schedule of work shall become final. In addition, the CITY reserves the right to direct the CONTRACTOR to rearrange the schedule to meet the needs of the CITY.
- T. **Public Relations** – CONTRACTOR'S positive interaction with CITY residents is essential to the success of this Agreement and is of equal importance as the ability to competently trim trees. CONTRACTOR shall extend the utmost courtesy to CITY residents at all times. CONTRACTOR shall make no statements why specific trees are being pruned or removed, whether a replacement tree will be planted, or offer any other information concerning CITY activities, policies and procedures. All resident inquiries shall be directed to the CITY.
- U. **Discovery and Notification** - If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

- V. **Tree Damage** – Observation of tree damage prior to the commencement of work shall immediately be reported to CITY. Tree damage caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at no cost to the City. If any tree is destroyed, disfigured or dies within two years as a result of CONTRACTOR'S negligence, willful act, or failure to follow specified standards, CONTRACTOR shall compensate CITY for replacement value of the destroyed tree in accordance with the City of Weston's Code of Ordinances Chapter 122: Tree Preservation, remove destroyed tree and grind the stump, all at no cost to CITY. Climbing irons, spurs or spikes shall not be used on any live tree or palm.

- W. **Property Damage** – Observation of property damage prior to the commencement of work, whether public or private, shall immediately be reported to CITY. The placement of plywood or other methods, under truck tires entering and exiting City turf areas shall be employed by the CONTRACTOR to protect the swales and other turf areas. Property damage, whether public or private, caused by CONTRACTOR during the course of the work shall be immediately reported to CITY, and repaired by CONTRACTOR at no cost to CITY or Property Owner.

- X. **Miscellaneous Dumping** – Upon request, the CITY may direct the CONTRACTOR to dispose of miscellaneous materials such as soil, rocks, tree stumps and other similar material. The CONTRACTOR shall provide the labor, equipment costs and the dump tickets for payment to the CONTRACTOR.

3.2 Work Order (Service Request) Completion Information Input

CONTRACTOR shall be responsible to enter/input information on completed work orders (service requests) into the CITY's Work Order and Asset Management Software. The typical information required include but is not limited to: description of service, date serviced, city contract#, location, city asset serviced and hours or cost for service. Work Order Completion data input shall be entered no later than 5 working days after the actual performance of the work order or service request. All work orders entered by the CONTRACTOR shall be reviewed by the CITY and the work order closed by the CITY only after completion of the service is verified. Services or work performed by the CONTRACTOR shall not be considered completed and eligible for payment by the CITY until the Work Order Completion Information is entered into the CITY's Work Order System by the CONTRACTOR.

3.3 Extra Work

CONTRACTOR shall do extra work not specified herein that may be ordered in writing by the CITY. For the work, the CONTRACTOR shall be paid at the rate named in the Contract for the work of a similar nature and character. Except as hereinafter provided, all extra work ordered and performed in accordance with this paragraph shall be paid for at the price in the written order for such work. The price (or rate) shall have been approved by the CITY and mutually agreed upon by the CONTRACTOR.

SECTION 4

STANDARDS OF CONTRACTOR

4.1 Intent

CONTRACTOR is an independent contractor and the individuals assigned to work for CITY by CONTRACTOR are subject to the approval of CITY, and shall not be CITY employees. CONTRACTOR must be fully licensed with all required State and/or local government licenses and permits and shall comply with all Federal, State and local laws, rules, practices and regulations.

4.2 Facilities

CITY reserves the right to inspect CONTRACTOR'S facilities at any reasonable time, during normal work hours, without prior notice to determine that CONTRACTOR has a bona fide place of business, and is a responsible CONTRACTOR.

4.3 Identification

CONTRACTOR will not use or create any badge containing CITY'S name, seal, logo, or any other reference thereof for identification. CONTRACTOR shall use only a CITY issued identification badge.

4.4 Experience

Proposers shall have a minimum of five (5) years of government experience in providing Arboricultural Services of a similar scope as those services desired by the City. Proposers shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida.

4.5 Relationship Contact

CONTRACTOR will maintain at a minimum, one relationship contact for this contract who shall be based at a principal or branch location within Florida. The Relationship Contact will be available by cellular telephone at all times and will be expected to visit the work site(s) as requested by the CITY. The Relationship Contact will be able to manage all facets of the contract. The Relationship Contact must be fluent in English, have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with the CITY. The Relationship Contacts will use their experience and training to prevent, detect and control adverse conditions by physically inspecting the work site(s) regularly.

4.6 Performance Evaluation

CITY shall meet with CONTRACTOR every three months to review CONTRACTOR'S performance. Any instances of poor performance shall be documented in writing to CONTRACTOR followed by a written commitment from CONTRACTOR to resolve the issues in a timeframe agreed to by CITY and CONTRACTOR.

4.7 Subcontracting Work

- A. Award of Subcontracts and Other Contracts for Portions of Work. CONTRACTOR shall furnish in writing to CITY the names of persons or entities proposed for each principal portion of the work. In addition, CONTRACTOR shall not change subcontractors performing any portion of the work required by this Agreement without prior written approval by CITY.

CONTRACTOR shall be responsible and liable to CITY for all work performed by the Subcontractors or their employees, agents or contractors, pursuant to this Agreement.

- B. Sub-contractual Relations. By listing the names of each as set forth in Exhibit "C", attached hereto and made a part hereof, CONTRACTOR shall require each subcontractor, to the extent the work to be performed by the subcontractor, to be bound to CONTRACTOR by terms of the Agreement, and to assume toward CONTRACTOR all the obligations and responsibilities which CONTRACTOR, by this Agreement, assumes toward CITY. Each sub-contract agreement, between CONTRACTOR and a subcontractor, shall preserve and protect the rights of CITY under the Agreement with respect to the work to be performed by the subcontractor so that subcontracting thereof shall not prejudice the rights, and shall allow the subcontractor, unless specifically provided otherwise in the sub-contract agreement, the benefit of all rights, remedies and redress against CONTRACTOR that CONTRACTOR, by the Agreement, has against CITY.
- C. Where appropriate, CONTRACTOR shall require each subcontractor to enter into similar agreements with the subcontractors. CONTRACTOR shall make available to each proposed subcontractor, prior to the execution of the sub-contract agreement, copies of the Agreement to which the subcontractor shall be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed sub-contract agreement which may be at variance with the Agreement. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed subcontractors.

4.8 Drug-Free Workplace

CONTRACTOR continues to implement and maintain a drug-free workplace program, in accordance with Section 287.087, Florida Statutes.

4.9 Transition Plan

CONTRACTOR shall provide a detailed description of how services will be transitioned under CITY'S current Agreement to CONTRACTOR. CONTRACTOR is responsible for minimizing any negative impacts to CITY by ensuring a smooth and orderly transition of service.

Prior to the termination of this Agreement, CONTRACTOR shall use its best efforts to ensure a smooth and orderly transition of service.

4.10 Adherence to City Policy

CONTRACTOR assigned to handle the Arboricultural Services for the CITY shall adhere to all CITY policies, procedures and protocols.

4.11 Disclosure of Relationships

CONTRACTOR agrees to give CITY written notice of any Relationship, as defined herein, that CONTRACTOR enters into with CITY or any of its districts, its elected or appointed officials, its employees or agents, during the period of this Agreement.

A "Relationship" for the purpose of this Section shall include but not be limited to employer/employee, consultant, contractor, sub-contractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient in excess of \$100.00, past or on-going personal relationships, or joint involvement with charitable/voluntary activities.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 5

STANDARDS OF LABOR AND MATERIALS

5.1 Labor

CONTRACTOR shall employ and provide a sufficient number of supervised staff to complete the duties stated within the Agreement with at least one being an ISA Certified Arborist, who must also be a Registered Arborist with the City of Weston.

CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR'S employees/independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him. Subcontractors, employees or independent contractors of CONTRACTOR whose work is unsatisfactory to CITY or who are considered by CITY'S representatives as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon notice from CITY and shall not be employed to perform the work under this Agreement thereafter. No liquor, alcoholic beverages, smoking or drugs shall be allowed on the site of the work.

- A. **Supervisor** – CONTRACTOR shall maintain a supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be fluent in English and shall have excellent communication skills. The Supervisor shall be able to manage all facets of the arboricultural services for the CONTRACTOR and be capable of directing all regular maintenance and additional arboricultural services and coordinating these with the designated CITY representative. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the CITY'S properties.
- B. **Employee/Independent Contractor or Sub-Contractor Performance** - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. All tree trimmers on site must hold a valid Broward County Class B Tree Trimmer license. The CITY reserves the right to request the removal of a CONTRACTOR'S employee/independent contractor or sub-contractor from performing maintenance on the CITY'S property where such employee's /independent contractor's or sub-contractor's performance or actions, are obviously detrimental to the program.
- C. **Uniforms** - CONTRACTOR shall provide all employees with color coordinated uniforms that shall meet the CITY'S public image requirements and be maintained by CONTRACTOR so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted.

- D. **Vehicles** - CONTRACTOR shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 ½" letters.
- E. **Equipment Safety** - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under this Agreement. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.
- F. **Storage** - The CONTRACTOR shall be allowed to store cleaning supplies, material and equipment in areas designated by the CITY. These areas shall be utilized by CONTRACTOR only for the storage of those items necessary for the performance of the work described herein.
- G. **Chemicals** – The CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDS) for all products used.
- H. **Damage** - The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be liable for all damage(s) caused by any products, supplies, or equipment used to perform duties under this contract.

CONTRACTOR will be held responsible for any breakage and/or loss of equipment, supplies or articles on CITY property caused by negligence on the part of the CONTRACTOR and/or their employees.

In the event damage occurs, the CONTRACTOR must report the damage to the delegated CITY personnel by 10:00 A.M. on the following business day and submit a written report within twenty-four (24) hours describing the location of the damage, the cause of the damage, when the damage occurred and what action is recommended or has been taken to correct the situation.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 6

STANDARDS OF INSURANCE

6.1 Insurance

- A. The policies of insurance shall be placed with insurance carriers authorized to do business by the Insurance Department of the State of Florida, and meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII"; and,
- B. CITY shall be named as additional insured on all policies except worker's compensation and professional liability; and,
- C. The additional insured status for CITY for general liability and for completed operations shall be maintained for this Agreement for five years following the completion of all services, pursuant to this Agreement or no more restrictive than the Insurance Services office (ISO) form CG 2037 (07 04).
- D. Any person, organization, vehicle, equipment, or other person or property fulfilling this Agreement is bound by these insurance requirements.
- E. Any changes to these specifications shall be at the sole and exclusive discretion of CITY.
- F. CITY retains the right to review, at any time, policies, coverage, applicable forms/endorsements, and amounts of insurance.
- G. CONTRACTOR is responsible for repairing or replacing any damage to structures unless otherwise addressed within this Agreement.
- H. Insurance shall not be suspended, voided or canceled except after 30 calendar days prior written notice by certified mail, return receipt requested, has been given to CITY, except the cancellation notice period for non-payment of premiums shall be 10 days.
- I. Certificates of Insurance evidencing conditions to this Agreement are to be furnished to City of Weston, 17200 Royal Palm Boulevard, Weston, FL 33326.
- J. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONTRACTOR's insurance company and CITY as soon as practicable after notice to the insured.
- K. CONTRACTOR agrees by entering into this written Agreement that the insurance policies provided will include a Waiver of Subrogation in favor of CITY. CONTRACTOR'S insurance shall be Primary and non-contributory.
- L. CONTRACTOR is responsible for any costs or expenses below deductibles, self-insured retentions, coverage exclusions or limitations, or coinsurance penalties.

6.2 Specific Coverage

- A. **Workers Compensation:** CONTRACTOR shall provide statutory workers' compensation, and employer's liability insurance with limits of not less than \$1,000,000 per employee per accident, \$1,000,000 disease aggregate and \$1,000,000 per employee per disease for all personnel on the worksite. If applicable, coverage for the Jones Act and United States Longshoremen and Harborworkers exposures must also be included. Elective exemptions shall NOT satisfy this requirement. Certificates evidencing an employee leasing company as employer shall not be accepted). In the event CONTRACTOR has "leased" employees, CONTRACTOR must provide a workers' compensation policy for all personnel on the worksite. All documentation must be provided for review and approval by CITY.

CONTRACTOR is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by CONTRACTOR. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

- B. **Commercial General Liability:** CONTRACTOR shall provide evidence of commercial general liability on an occurrence Form no more restrictive than ISO form CG 2010, and including but not limited to bodily injury, property damage, contractual liability, products and completed operations (without limitation), and personal and advertising injury liability with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 in aggregate, covering all work performed under this Agreement.
- C. **Business Automobile Liability:** CONTRACTOR shall provide evidence of business automobile liability on a standard ISO form, and including per occurrence limits of not less than \$1,000,000 covering all work performed under this Agreement. Coverage shall include liability for owned, non-owned & hired automobiles. If private passenger automobiles are used in the business, they shall be commercially insured.
- D. **Umbrella or Excess Liability:** Umbrella policies are acceptable to provide the total required general liability, automobile liability, and employers' liability limits. Umbrella policies shall also name CITY as additional insured and coverage shall be provided on a "Follow Form" basis.
- E. **Subcontractors:** Insurance requirements itemized in this contract and required of CONTRACTOR shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- F. **Pollution Liability:** For sudden and gradual occurrences or claims made and in an amount no less than \$1,000,000 per claim and \$3,000,000 in the aggregate arising out of work performed under this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

7.1 Security Requirements

- A. Within fourteen days of the Notice of Award by City Commission, CONTRACTOR shall furnish to CITY performance & payment security in an amount equal to \$100,000.00 or 100% of the total annual cost whichever is greater as security for the faithful performance of Agreement and for the payment of all persons performing labor and/or furnishing materials in connection with the Agreement. Bond shall be submitted on Exhibit E provided in the Agreement. The condition of this obligation is such that, if CONTRACTOR shall promptly and faithfully perform the Agreement, make payments to all claimants for all labor and material used or reasonably required for use in the performance of the Agreement, and shall fully indemnify and save harmless CITY and its agents and/or service provider for all costs and damages that may be suffered by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
- B. The performance & payment security shall be in the form of a cashier's check payable to "City of Weston" and drawn on a bank, authorized to do business in the State of Florida, or a surety bond issued by a surety company meeting the qualifications stated in this Section. A copy of the cashier's check or surety bond shall be attached as Exhibit E.
- C. The surety company issuing the surety bond shall fulfill each of the following provisions, and CONTRACTOR shall provide evidence to document such fulfillment:
 - 1. The surety company is licensed to do business in the State of Florida.
 - 2. The surety company holds a valid certificate of authority, authorizing it to write surety bonds in the State of Florida.
 - 3. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Agreement is executed.
 - 4. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 5. The surety company holds a valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
 - 6. The bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.
 - 7. The bond shall be issued by a Florida resident agent.

SECTION 7

STANDARDS OF PERFORMANCE & PAYMENT SECURITY

CONTINUED

8. A surety bond shall be executed by a surety company of recognized standing having been in business with a record of successful continuous operation for at least five years.
 9. The surety company shall meet a minimum financial rating by AM Best Company of no less than "A- Excellent: FSC VII" and shall have at least a minimum policyholders rating of A- Class VII or higher. In the event that the surety company's rating shall drop, the surety company shall immediately notify CITY.
 10. All surety companies are subject to review and approval by CITY and may be rejected without cause. All bonds signed by an agency shall be accompanied by a certificate of authority to act.
- D. Duration of Security: Performance & payment security shall remain in force until expiration. If the Agreement is terminated, they shall remain in force for one year from the date of termination of this Agreement as protection to CITY against losses resulting from improper performance of work under the Agreement that may appear or be discovered during that period.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 8

GENERAL CONDITIONS

8.1 Notice to Commence

No work shall commence until the Notice of Commencement is issued by CITY.

8.2 Exemption Prohibition

CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting any provisions of this Agreement.

8.3 Failure to Comply with Provisions

CONTRACTOR agrees and acknowledges that CONTRACTOR'S failure to comply with any provisions in this Agreement, including but not limited to failing to accurately complete any or all attached forms and exhibits, may constitute a breach of this Agreement, and may result in termination of this Agreement.

8.4 Additional Services

If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the Agreement or to perform additional work, such additional work shall be performed only if set forth in an amendment to this Agreement. Any such additional work shall be by mutual agreement of both parties, negotiated as to price, and approved by action of City Commission.

8.5 Compensation

- A. The amount of compensation payable by CITY to CONTRACTOR shall be based upon the prices as set forth in Exhibit B, attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

- B. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by City Manager and CONTRACTOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- C. Notwithstanding any provision of this Agreement to the contrary, the City Manager may withhold, in whole or in part, payment to the extent necessary to protect CITY from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- D. **Payment shall be made to CONTRACTOR in accordance with the local government prompt payment act** as stipulated in part VII of Chapter 218, Florida Statutes, by check, electronic funds transfer (EFT), e-pay or p-card, or other method as determined by CITY in its sole discretion.
- E. Beginning on October 1, 2019 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the per hour or per unit rates and fees. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID: CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease). The CPI is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.

8.6 Taxes

CONTRACTOR shall not be entitled to CITY'S tax-exempt benefits.

8.7 Verbal Agreements

- A. No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations contained in the Agreement. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon CITY or CONTRACTOR.
- B. The terms, conditions, and pricing of the Agreement can only be altered with an amendment to the Agreement by action of City Commission.

8.8 No Contingency Fees

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

8.9 Assignment; Non-transferability of Agreement

- A. The Agreement shall not be assigned or transferred. If CONTRACTOR is, or may be, purchased by or merged with any other corporate entity during the Agreement, the Agreement may be terminated as a result of such transaction. The City Manager shall determine whether an Agreement is to be terminated in such instances.
- B. If, at any time during the Agreement, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of CONTRACTOR, or the sale of a controlling interest in CONTRACTOR, or any similar transaction, CONTRACTOR shall immediately disclose such information to CITY. Failure to do so may result in the Agreement being terminated, at CITY'S sole discretion.

8.10 Compliance with Applicable Laws

CONTRACTORS are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being provided in this Agreement. Lack of knowledge of CONTRACTOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

8.11 Familiarity with Laws and Ordinances

CONTRACTOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If CONTRACTOR discovers any provisions in the Agreement that are contrary to or inconsistent with any law, ordinance, or regulation, it shall report the issue to CITY in writing without delay.

8.12 Advertising

CONTRACTOR agrees not to use this Agreement as a part of any advertising or CONTRACTOR sponsored publicity without the express written approval of City Manager or designee.

8.13 Indemnification

- A. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.
- B. CONTRACTOR shall indemnify, hold harmless and, at CITY's option, pay for an attorney selected by CITY, to defend CITY and any of its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- C. CONTRACTOR shall indemnify CITY and any of its officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR shall defend and/or settle at its own expense any action brought against CITY, any of its officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- D. CONTRACTOR acknowledges that specific consideration has been paid or shall be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- E. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Manager and City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

8.14 Miscellaneous

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.
- B. Audit and Inspection Rights, Retention of Records:
 - 1. CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.
 - 2. CONTRACTOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such records and accounts shall be kept after completion of the work provided for in this Agreement, for at a minimum, the retention period required by the Florida Public Records Act (Chapter 119, Florida Statutes) and by item 340, Disbursement Records: Detail, of the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies, as may be promulgated from time to time. Such books and records shall be available at all reasonable times for examination and audit by CITY.
 - 3. Such retention of such records and documents shall be at CONTRACTOR'S expense.
 - 4. If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.
 - 5. CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.
 - 6. CONTRACTOR shall provide a complete copy of all working papers to CITY, prior to final payment by CITY, in accordance with the Agreement for CONTRACTOR'S services.

- C. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
 2. Upon request by the City's records custodian, provide the CITY 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. 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 Agreement term.
 4. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven (7) days. All records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-385-2000, pbates@westonfl.org OR BY MAIL: City of Weston – Office Of City Clerk, 17200 Royal Palm Boulevard, Weston, FL 33326.

- D. **Policy of Non-Discrimination:** CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
- E. **Public Entity Crime Act:** CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, CONTRACTOR or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on an contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.
- F. **Third Party Beneficiaries:** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- G. **Notices:** Whenever either party desires to give notice to the other, such notice shall be in writing, sent by certified United States mail postage, prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

[THIS SPACE INTENTIONALLY LEFT BLANK]

CITY: John R. Flint, City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With a copy to:

Jamie Alan Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, FL 33301

CONTRACTOR: All Florida Tree & Landscape, Inc.
5855 NW 47 Place
Coral Springs, Florida 33067

- H. **Conflicts:** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.
1. CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.
 2. In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written Agreement, from having any conflicts within the meaning of this section.

- I. **Materiality and Waiver of Breach:** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- J. **Severance:** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven days after the finding by the court becomes final.

- K. **Joint Preparation:** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- L. **Priority of Provisions:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any form and exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Sections 1 through 8 of this Agreement shall prevail and be given effect.

- M. **Applicable Law and Venue:** Attorney's Fees and Costs: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material Agreement term. This Agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

- N. **Amendments:** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

- O. **Prior Agreements:** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 (N.) Amendments above.
- P. **Incorporation by Reference:** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Forms and Exhibits are incorporated hereto and made a part of this Agreement.
- Q. **Multiple Originals:** This Agreement may be fully executed in five (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- R. **Headings:** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- S. **Binding Authority:** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- T. **Survival of Provisions:** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- U. **Truth-in-Negotiation Certificate:** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- V. **Non-Appropriation of Funds:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then CITY, upon written notice to CONTRACTOR of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to CITY.

- W. **Default:** In the event of a default by CONTRACTOR, CONTRACTOR shall be liable for all damages resulting from the default. CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to CITY in law or in equity.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 9

SPECIAL CONDITIONS

None.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT AMONG THE CITY OF WESTON, FLORIDA INDIAN TRACE DEVELOPMENT DISTRICT, BONAVENTURE DEVELOPMENT DISTRICT (COLLECTIVELY "CITY") AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES RFP NO. 2017-12

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 20th day of February, 2018; and _____ authorized to execute same.

CITY OF WESTON, through its City Commission

By: [Signature]
Daniel J. Stermer, Mayor

ATTEST:

[Signature]
Patricia A. Bates, MMC, City Clerk

2nd day of April, 2018

By: [Signature]
John R. Flint, City Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: [Signature]
Jamie Alan Cole, City Attorney

2nd day of April, 2018

3rd day of April, 2018

(CITY SEAL)

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC.
FOR ARBORICULTURAL SERVICES RFP NO. 2017-12

INDIAN TRACE DEVELOPMENT DISTRICT

By: 
Daniel J. Stermer, Chair

ATTEST:


Patricia A. Bates, MMC, District Clerk

2nd day of April, 2018

By: 
John R. Flint, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: 
Jamie Alan Cole, District Attorney

3rd day of April, 2018

(CITY SEAL)

2nd day of April, 2018

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC.
FOR ARBORICULTURAL SERVICES RFP NO. 2017-12

BONAVENTURE DEVELOPMENT DISTRICT

By: 
Daniel J. Stermer, Chair

ATTEST:


Patricia A. Bates, MMC, District Clerk

2nd day of April, 2018

By: 
John R. Flint, District Manager /CEO

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: 
Jamie Alan Cole, District Attorney

3rd day of April, 2018

(CITY SEAL)

2nd day of April, 2018

AGREEMENT AMONG CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT,
BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC FOR
ARBORICULTURAL SERVICES RFP NO. 2017-12

Contractor: All Florida Tree and Landscape,
Inc.

By: Alan Matherson

23 day of march, 2018

WITNESSES:

Mary Anne Wolfson
Signature

Mary Anne Wolfson
Print Name

Georgina Cid
Signature

Georgina Cid
Print Name

SECTION 10

EXHIBITS FORMS

The exhibits located in this section of the Agreement shall be submitted by the successful Proposer/CONTRACTOR after the award of the Agreement (at the time specified herein).

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A
CERTIFICATE OF INSURANCE

ATTACH CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 934
DATE (MM/DD/YYYY)
03/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Advanced Professional Insurance Ser 240 Lock Road Deerfield Beach FL 33442		CONTACT NAME: Patty Ramsaroop PHONE (A/C, No, Ext): (954) 725-6112 FAX (A/C, No): (954) 725-6115 E-MAIL ADDRESS: patty@apisus.com	
INSURED All Florida Tree & Landscape, Inc 5855 NW 47th Place Coral Springs FL 33067		INSURER(S) AFFORDING COVERAGE INSURER A: SECURITY NATIONAL INSURANCE INSURER B: AGCS MARINE INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19879 22837	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	SES1527064	03/22/2017	03/22/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Inland Marine - Contractors Equipment			MXI93074423	03/22/2017	03/22/2018	Scheduled equipment \$266320

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Tree & Landscaping Company

City of Weston is included as additional insured on general liability policy as required by written contract. Insurance is primary and non-contributory. Waiver of subrogation applies in favor of City of Weston on General liability as required by written contract

CERTIFICATE HOLDER

CANCELLATION

City of Weston 17200 Royal Palm Blvd Weston FL 33326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PARAGON RISK MANAGEMENT INC 203 CRYSTAL GROVE BLVD LUTZ FL 33549 INSURED ALL FLORIDA TREE & LANDSCAPE INC 5855 NW 47TH PLACE CORAL SPRINGS FL 33067 FEIN: 050587287		CONTACT NAME: NATHAN JENSEN PHONE (A/C, No, Ext): (813) 949-8636 FAX (A/C, No): E-MAIL ADDRESS: NATHAN@PARAGONRISK.COM <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: FWCJUA</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FWCJUA		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: FWCJUA																	
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:** 1803090D11**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	6G448056	8/2/2017	8/2/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MINIMUM PREMIUM POLICY

CERTIFICATE HOLDER**CANCELLATION**

City of Weston 17200 Royal Palm Blvd Weston FL 33326 Phone Number: (954) 385-2000	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Steven A. Torrance</i></p>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 336
DATE (MM/DD/YYYY)
3/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER One Source Advisory 203 Crystal Grove Blvd Lutz FL 33549		CONTACT NAME: Nathan Jensen PHONE (A/C, No, Ext): (813) 949-8636 FAX (A/C, No): (813) 909-8743 E-MAIL: nathan@onesourceadvisory.com ADDRESS:	
INSURED ALL FLORIDA TREE & LANDSCAPE INC 4436 SW HONEY TER PALM CITY FL 34990-5668		INSURER(S) AFFORDING COVERAGE INSURER A: Owners Ins. Co. NAIC # 32700 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 Certificate **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5135292400	8/22/2017	8/22/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CAPP \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Resolution #: 2017-20; RFP #: 2016-10 Mitigation Area Invasive Vegetation Management Service City of Weston is included as Additional Insured on Auto Liability Policy as required by written contract. Insurance is primary and non contributory. Waiver of subrogation applies in favor of the City of Weston on auto liability policy, required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Weston 17200 Royal Palm Blvd Weston, FL 33326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Nathan Jensen/NRJ

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT B

FEE SCHEDULE

CONTRACTOR offers the following fixed hourly rates in Table B-1 for the for all labor, materials and equipment necessary to perform arboriculture services for the maintenance of all public trees within the CITY's rights-of-way, landscape buffers, parks and facilities. Work includes but is not limited to mobilizing/staging, tree pruning, aerial work, tree removal, stump grinding, utilization of hand power pruning tools, chipping, cleanup, disposal, demobilizing/breakdown, and maintenance of traffic.

In accordance with pursuant accordance with Section 2- Scope of Work, 2.2 - Level of Service, CONTRACTOR shall note that the quantity of hours in Table B-1 are only an estimate only and no guarantee is expressed or implied as to the quantity of services.

TABLE B-1

Item #	Description	Rate (\$) / Hour	Estimated (Hours)	Total
1	Per Hour Rate for a 3-Person Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$165.00	400	\$ 66,000.00
2	Per Hour Rate for a 4-Person Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 220.00	600	\$ 132,000.00
3	Per Hour Rate for a 5-Person Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 275.00	4000	\$ 1,100,000.00
4	Per Hour Rate for a 3-Person Stump Grinding Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 210.00	80	\$ 16,800.00
5	Per Hour Rate for a 3-Person Crew during emergency work hours includes labor, materials, equipment and maintenance of traffic.	\$ 247.50	20	\$ 4,950.00
6	Per Hour Rate for a 4-Person Crew during emergency work hours includes labor, materials, equipment and maintenance of traffic.	\$ 330.00	20	\$ 6,600.00
7	Per Hour Rate for a 5-Person Crew during emergency work hours	\$ 412.50	100	\$ 41,250.00
Grand Total				\$1,367,600.00

**EXHIBIT B
(CONTINUED)**

TABLE B-2

The CONTRACTOR shall provide additional unit prices for the items stated in the Table B-2 below, for use as needed by the CITY.

Item #	Description	Rate (\$) / Hour
A	Per Hour Rate for a 1-Additional Person Crew during routine hours	\$ 55.00
B	Per Hour Rate for a 1- Additional Person Crew during emergency work hours	\$ 82.50
C	Per Hour Rate for crane bucket services for work beyond the reach of standard 65 ft bucket truck, includes all operator and crane equipment.	\$ 600.00
D	Per Hour Rate for boat usage , equipment only	\$ 100.00

EXHIBIT C
CONTRACTOR'S SUB-CONTRACTORS LIST

CONTRACTOR shall provide a comprehensive list of all sub-contractors (if any) and the work to be performed.

Item#	Sub-Contractor Company Name and Employer Identification Number	Work to be Performed
1	Rodney Dawkins	Provide labor
2		
3		
4		
5		
6		
7		
8		
9		

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT D
TRANSITION PLAN

ATTACH TRANSITION PLAN



EXHIBIT "D"

TRANSITION PLAN

All Florida Tree & Landscape, Inc. will provide a continued emphasis on structural pruning and crown reduction as needed. We will also focus on prevention of any future weather related damages and diseases proactively.

****DUPLICATE ORIGINAL****

Bond No. 106793700

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

SURETY (name & principal address):

All Florida Tree and Landscape, Inc.

Travelers Casualty and Surety Company of America

5855 N.W. 47 Place

One Tower Square

Coral Springs, FL

Hartford, CT

33607

06183

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date: _____

Amount:

Services as needed. Not for a fixed amount.

Description: Arboricultural Services

Location: Citywide

City of Weston RFP NO. 2017-12

BOND


Date (not earlier than Agreement Date): _____

Amount: \$100,000.00 or 100% of the total annual cost (whichever is greater).

Modifications to this Bond: None x See Page(s) _____

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)


CONTRACTOR AS PRINCIPAL
All Florida Tree and Landscape, Inc.


Signature

Alan S. McPherson
Name

President
Title

SURETY
Travelers Casualty and Surety Company of America


Signature

James C. Congelio
Name

Attorney-In-Fact
Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT
James C. Congelio, Florida Resident Agent

1715 N. Westshore Blvd., Suite 920, Tampa, FL 33607
Address

813-227-4306
Phone

813-282-1940
Fax

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
 8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Signature

Signature

Name

Name

Title

Title

TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

231761

Certificate No. 007107830

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

James N. Congelio, James C. Congelio, and Lenita Wright

of the City of Maitland, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of January, 2017.


Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

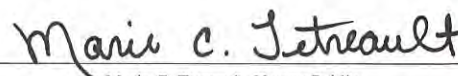
By:


 Robert L. Raney, Senior Vice President

On this the 26th day of January, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.




 Marie C. Tetreault, Notary Public

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2018-26**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDING RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

WHEREAS, First, the Indian Trace Development District and the Bonaventure Development District are dependent special districts of the City of Weston ("the City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, funding for arboricultural services is appropriated in the Fiscal Year 2018, included within the following budgets: Indian Trace Development District and Bonaventure District Development Rights-of-Way Funds and General Fund/Parks & Recreations/Park Services; and

WHEREAS, Fourth, Chapter 32 of the City Code governs the acquisition of goods and services and disposal of City property, including the Arboricultural Services, RFP No. 2017-12 (the "Proposal"); and

WHEREAS, Fifth, the City prepared the Proposal, wherein it is provided the proposals are ranked on the following criteria: 1) the proposer's financial ability to perform the services described in the Agreement; 2) qualifications of the proposer's personnel and the type, quality and quantity of equipment currently owned by the proposer to be utilized to perform the services pursuant to this Proposal and Agreement; 3) the proposer's estimated cost based on Exhibit "B" – Fee Schedule; 4) the proposer's shall have a minimum of five years of experience in providing Arboricultural Services of a similar scope as those services desired by the CITY and shall have been in continuous operation for a minimum of the past five years from the date that the RFP was issued and shall have a resident branch office in Miami-Dade, Broward or Palm Beach County, Florida; and

WHEREAS, Sixth, in compliance with Chapter 32 of the City Code, beginning on December 27, 2017, the Proposal was issued and advertised in the Sun-Sentinel, on the City's website, and posted on the Public Notices board in the City Hall lobby, and Proposal documents were made available for electronic download from Onvia DemandStar and BidSync; and

WHEREAS, Seventh, a total of 20 sets of Proposal documents were obtained by potential proposers; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDED RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

WHEREAS, Eighth, a total of 13 potential proposers, signed in and participated at the Mandatory Pre-Proposal Conference held on January 11, 2018, at 2:00 p.m. at the Weston Community Center; and

WHEREAS, Ninth, on January 16, 2018, the City issued Addendum #1; and on January 24, 2017, the City issued Addendum #2; and

WHEREAS, Tenth, the City received a total of three sealed proposals from the following Proposers: All Florida Tree & Landscape, Inc., of Coral Springs, Florida; Innovative Environmental Services, Inc., of Deerfield Beach, Florida; and A Native Tree Service, Inc., of Miami, Florida; and those sealed proposals were opened on January 30, 2018; and

WHEREAS, Eleventh, on February 6, 2018, the Selection Committee, comprised of Chair, Darrel Thomas, Assistant City Manager/CFO; Ryan Fernandes, Director of Technology Services member; Bryan Cahen, Director of Budget; member; and Peter Johnson, Assistant Director of Public Works, alternate member, met at a publicly noticed meeting (with notice sent to each proposer) to determine the responsiveness and the responsibility of the proposals received, and to rank all proposals which were deemed both responsive and responsible; and

WHEREAS, Twelfth, the Selection Committee deemed all proposers to be responsive and responsible; and

WHEREAS, Thirteenth, the Selection Committee ranked All Florida Tree & Landscape, Inc., of Coral Springs, Florida, number one; Innovative Environmental Services, Inc., of Deerfield Beach, Florida, number two; and A Native Tree Service, Inc., of Miami, Florida, number three; and

WHEREAS, Fourteenth, the City Commission desires to adopt and ratify the rankings of the Selection Committee; and

WHEREAS, Fifteenth, the City Commission finds it in the best interest of the City to award and approve an Agreement for Arboricultural Services to All Florida Tree & Landscape, Inc., of Coral Springs, Florida; and

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

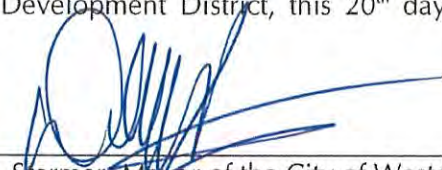
Section 2: The Agreement for RFP No. 2017-12 for the Arboricultural Services with All Florida Tree & Landscape, Inc., of Coral Springs, Florida, is approved in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, AWARDED RFP NO. 2017-12 TO ALL FLORIDA TREE & LANDSCAPE, INC., OF CORAL SPRINGS, FLORIDA, FOR ARBORICULTURAL SERVICES.

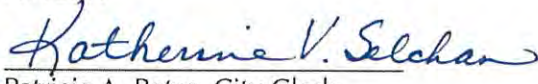
Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

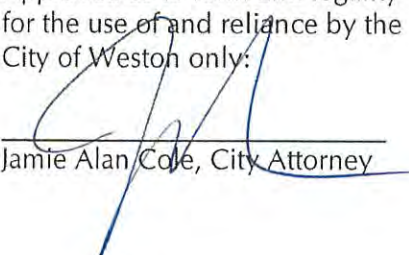
ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District and Bonaventure Development District, this 20th day of February 2018.


Daniel J. Stermer, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

ATTEST:


for Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:


Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Jaffe	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Brown	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

Bond No. 107783421 replaces former Travelers Bond No. 106793700 effective 4/1/23

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

Any singular reference to CONTRACTOR, Surety, CITY or other party shall be considered plural where applicable.

CONTRACTOR (name and address)

SURETY (name & principal address):

All Florida Tree and Landscape, Inc.

Travelers Casualty and Surety Company of America

5855 N.W. 47 Place

One Tower Square

Coral Springs, FL

Hartford, CT

33607

06183

CITY:

City of Weston
17200 Royal Palm Blvd.
Weston, Florida 33326

AGREEMENT

Date:

Amount:

Services as needed. Not for a fixed amount.

Description: Arboricultural Services

Location: Citywide

City of Weston RFP NO. 2017-12

BOND

Date (not earlier than Agreement Date):

Amount: \$100,000.00 or 100% of the total annual cost (whichever is greater).

Modifications to this Bond: None x See Page(s) _____

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

CONTRACTOR AS PRINCIPAL
All Florida Tree and Landscape, Inc.

Alan McPherson
 Signature

Alan McPherson
 Name

Pres.
 Title

SURETY
Travelers Casualty and Surety Company of America

Nathan Jensen
 Signature

Nathan Jensen
 Name

Attorney-In-Fact
 Title

(Any additional signatures please include at the end of this form)

FLORIDA RESIDENT AGENT
Nathan Jensen, Florida Resident Agent

P.O. Box 119; Lutz, FL 33548
 Address

813-949-8636
 Phone

813-909-8743
 Fax

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

1. CONTRACTOR and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to CITY for the performance of the Agreement, which is incorporated herein by reference.
2. If CONTRACTOR performs the Agreement, the Surety and CONTRACTOR shall have no obligation under this Bond, except to participate in conferences.
3. If there is no CITY Default, the Surety's obligation under this Bond shall arise after:
 - A. CITY has notified CONTRACTOR and the Surety at its address described in paragraph 10 below that CITY is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with CONTRACTOR and the Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Agreement. If CITY, CONTRACTOR and the Surety agree, CONTRACTOR shall be allowed a reasonable time to perform the Agreement, but such an agreement shall not waive CITY'S right, if any, subsequently to declare a CONTRACTOR Default; and
 - B. CITY has declared a CONTRACTOR Default and formally terminated CONTRACTOR'S right to complete the Agreement. Such CONTRACTOR Default shall not be declared earlier than 20 days after CONTRACTOR and the Surety have received notice of such termination; and
 - C. CITY has agreed to pay the Balance of the Agreement Price to the Surety in accordance with the terms of the Agreement or to a CONTRACTOR selected to perform the Agreement in accordance with the terms of the Agreement with CITY.
4. When CITY has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - A. Arrange for CONTRACTOR, with consent of CITY, to perform and complete the Agreement; or
 - B. Undertake to perform and complete the Agreement itself, through its agents or through independent CONTRACTORS; or

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to CITY for an Agreement for performance and completion of the Agreement, arrange for an Agreement to be prepared for execution by CITY and CONTRACTOR selected with CITY'S concurrence, to be secured with performance & payment bonds executed by a qualified Surety equivalent to the bonds issued on the Agreement, and the Balance of the Agreement Price incurred by CITY resulting from CONTRACTOR's default; or
- D. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR acceptable to CITY and with reasonable promptness under the circumstances:
 - i. After investigation, determine the amount for which it may be liable to CITY and, as soon as practicable after the amount is determined, tender payment therefore to CITY; or
 - ii. Deny liability in whole or in part and notify CITY citing reasons therefore.
- 5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond, 15 days after receipt of an additional written notice from CITY to the Surety demanding that the Surety perform its obligations under this Bond, and CITY shall be entitled to enforce any remedy available to CITY. If the Surety proceeds, without proper notice to CITY, CITY shall be entitled to enforce any remedy available to CITY.
- 6. After CITY has terminated CONTRACTOR's right to complete the Agreement, and if the Surety elects to act, then the responsibilities of the Surety to CITY shall not be greater than those of CONTRACTOR under the Agreement, and the responsibilities of CITY to the Surety shall not be greater than those of CITY under the Agreement. To the limit of the amount of this Bond, but subject to commitment by CITY of the Balance of the Agreement Price to mitigation of costs and damages on the Agreement, the Surety is obligated without duplication for:
 - A. The responsibilities of CONTRACTOR for correction of defective work and completion of the Agreement;
 - B. Additional legal, design professional and delay costs resulting from CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

EXHIBIT E

PERFORMANCE & PAYMENT SECURITY

(CONTINUED)

- C. Liquidated damages, or if no liquidated damages are specified in the Agreement, actual damages caused by delayed performance or non-performance of CONTRACTOR.
- 7. The Surety shall not be liable to CITY or others for obligations of CONTRACTOR that are unrelated to the Agreement, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than CITY or its heirs, executors, administrators or successors.
- 8. The Surety hereby waives notice of any change, including changes of time, to the Agreement or to related subcontracts, purchase orders and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after CONTRACTOR Default or within two years after CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10. Notice to the Surety, CITY or CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

EXHIBIT E
PERFORMANCE & PAYMENT SECURITY
(CONTINUED)

DEFINITIONS

- A. Balance of the Agreement Price: The total amount payable by CITY to CONTRACTOR under the Agreement after all proper adjustments have been made including allowance to CONTRACTOR of any amounts received or to be received by CITY in settlement of insurance or other claims for damages to which CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of CONTRACTOR under the Agreement.
- B. Agreement: The agreement between CITY and CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- C. CONTRACTOR Default: Failure of CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Agreement.
- D. CITY Default: Failure of CITY, which has neither been remedied nor waived, to pay CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Alan McPherson
Signature
Alan McPherson
Name
Pres.
Title

SURETY

[Signature]
Signature
NATHAN JENSEN
Name
ATTORNEY IN FACT
Title



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nathan Jensen** of **LUTZ**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, _____



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2021-98**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

WHEREAS, First, the Indian Trace Development District and the Bonaventure Development District are dependent special districts of the City of Weston ("the CITY") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the CITY serves as the governing board of both Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, funding for arboricultural services is appropriated in Fiscal Year 2021, included within the following budgets: Indian Trace Development District and Bonaventure District Development Rights-Of-Way Funds and General Fund/Parks & Recreations/Park Services; and

WHEREAS, Fourth, on February 20, 2018, the City Commission adopted Resolution No. 2018-26, awarding RFP No. 2017-12 to All Florida Tree & Landscape, Inc. for Arboricultural Services; and

WHEREAS, Fifth, on April 3, 2018, the CITY entered into an Agreement for Arboricultural Services, RFP No. 2017-12, with All Florida Tree & Landscape, Inc. (the "Agreement"); and

WHEREAS, Sixth, Federal Emergency Management Agency (FEMA) requires that agreements reference Title 2 Part 200 of the Code Of Federal Regulations (2 CFR 200) and that specific provisions within 2 CFR 200 be included verbatim in the Agreement in accordance with the Public Assistance Program and Policy Guide (the "PAPPG");

WHEREAS, Seventh, the CITY desires to amend the Agreement to include such provisions based on federal mandates and FEMA recommendations in accordance with PAPPG for the reimbursement of expenses on federally declared emergencies and major disasters; and

WHEREAS, Eighth, the parties desire to amend Section 4, Standards of Contractor, of the Agreement to include the federally mandated provisions and FEMA recommendations in paragraphs 4.12 through 4.26.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The First Amendment to the Agreement for Arboricultural Services with All Florida Tree & Landscape, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: The appropriate CITY officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, this 6th day of July 2021.



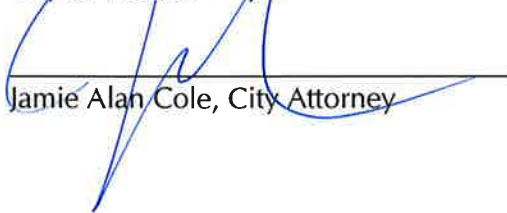
Margaret Brown, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

ATTEST:



Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:



Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead	<u>Yes</u>
Commissioner Eddy	<u>Yes</u>
Commissioner Molina-Macfie	<u>Yes</u>
Commissioner Jaffe	<u>Yes</u>
Mayor Brown	<u>Yes</u>

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

Exhibit "A"

First Amendment to the Agreement among the City of Weston, Indian Trace Development District Bonaventure Development District, and All Florida Tree & Landscape, Inc. for RFP No. 2017-12 for Arboricultural Services

(See Following 13 Pages)

**FIRST AMENDMENT
TO THE AGREEMENT
AMONG
THE CITY OF WESTON
INDIAN TRACE DEVELOPMENT DISTRICT
BONAVENTURE DEVELOPMENT DISTRICT
AND ALL FLORIDA TREE & LANDSCAPE, INC.
FOR
ARBORICULTURAL SERVICES, RFP NO. 2017-12.**

This First Amendment to the Agreement is made and entered into this 8th day of July, 2021 among the City of Weston, Florida, Indian Trace Development District and Bonaventure Development District (the "CITY") and All Florida Tree & Landscape, Inc. ("CONTRACTOR") for Arboricultural Services, RFP No. 2017-12 ("First Amendment").

WITNESSETH:

WHEREAS, First, on February 20, 2018, the City Commission adopted Resolution No. 2018-26, awarding RFP No. 2017-12 to All Florida Tree & Landscape, Inc. for Arboricultural Services; and

WHEREAS, Second, on April 3, 2018, the CITY entered into an Agreement for Arboricultural Services, RFP No. 2017-12, with All Florida Tree & Landscape, Inc. (the "Agreement"); and

WHEREAS, Third, Federal Emergency Management Agency (FEMA) requires that agreements reference Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200) and that specific provisions within 2 CFR 200 be included verbatim in the Agreement in accordance with the Public Assistance Program and Policy Guide (the "PAPPG"); and

WHEREAS, Fourth, the CITY desires to amend the Agreement to include such provisions based on federal mandates and FEMA recommendations in accordance with PAPPG for the reimbursement of expenses on federally declared emergencies and major disasters; and

WHEREAS, Fifth, the parties desire to amend Section 4, Standards of Contractor, of the Agreement to include the federally mandated provisions and FEMA recommendations in paragraphs 4.12 through 4.26.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
2. Section 4, Standards of Contractor shall be amended to read as follows:

* * *

4.12 Compliance With Code Of Federal Regulations And Federal Standards

All services purchased under this agreement shall be in accordance with the 2 Code of Federal Regulations (CFR), Part 200 for Uniform Administrative Requirements, Cost Principle and Audit Requirements for Federal Awards. In addition, CONTRACTOR shall adhere to all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the CONTRACTOR to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this agreement.

A complete copy of the CRF may be obtained by visiting the following website:
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

A. REQUIREMENTS FOR CONTRACTOR COMPLIANCE

- 1) CONTRACTOR shall assist in ensuring that the CITY is in compliance with Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the CFR, §200.318, General Procurement Standards.
- 2) If subcontractors are utilized, the CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - I. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - II. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or similar State and County agencies.

CONTRACTOR may use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the

Department of Commerce. Websites and contact information can be found at <https://www.sba.gov/> and <https://www.mbd.gov/>.

- 4.13 Section 4.12 through 4.26 details the federally required contract provisions in addition to FEMA- recommended provisions applicable to Public Assistance (PA). If the CITY (applicant) plans to use Federal funds to pay or reimburse equipment expenses or services under a Agreement (contract), that Agreement (contract) must contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326.

Additionally, Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA- recommended provisions applicable to PA applicant contracts. In the event that a conflict arises between the Federal requirements set forth in Section 4.13 through Section 4.26 and any other provisions of this Agreement, the Federal requirements shall control and prevail.

4.14 Equal Employment Opportunity

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

- D. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and

relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4.15 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.14(A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.14(A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the

overtime wages required by the clause set forth in paragraph 4.14(A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any otherfederally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.16(B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.16(A) through (D)of this section.

4.16 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notificationto the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.17 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding \$150,000 under a federal grant.

- A. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate

Environmental Protection Agency Regional Office.

- C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.18 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The CONTRACTOR (bidder or proposer) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR (bidder or proposer) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.19 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. CONTRACTORS that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining

FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, CONTRACTOR must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying, hereafter referred to as Exhibit F.

4.20 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- B. Competitively within a timeframe providing for compliance with the contract performance schedule; 1) Meeting contract performance requirements; or 2) At a reasonable price.
- C. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- D. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4.21 Access to Records

The following access to records requirements applies to this contract:

- A. The CONTRACTOR agrees to provide State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any

means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4.22 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

4.23 DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4.24 Compliance with Federal Law, Regulations, And Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.25 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.26 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

* * *

3. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

Agenda Page 371

FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 6th day of July, 2021.

CITY OF WESTON, through its
City Commission

By: Margaret Brown
Margaret Brown, Mayor

8th day of July, 2021

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, City Clerk

By: Donald P. Decker
Donald P. Decker, City Manager/CEO

7th day of July, 2021

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: Jamie Alan Cole
Jamie Alan Cole, City Attorney
6th day of July, 2021

(CITY SEAL)



FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

INDIAN TRACE DEVELOPMENT DISTRICT

By: Margaret Brown
Margaret Brown, Chair

8th day of July, 2021

By: Donald P. Decker
Donald P. Decker, District Manager /CEO

7th day of July, 2021

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, District Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: Jamie Alan Cole
Jamie Alan Cole, District Attorney
6th day of July, 2021

(DISTRICT SEAL)



FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

BONAVENTURE DEVELOPMENT DISTRICT

By: Margaret Brown
Margaret Brown, Chair

8th day of July, 2021

By: Donald P. Decker
Donald P. Decker, District Manager /CEO

7th day of July, 2021

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, District Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: Jamie Alan Cole
Jamie Alan Cole, District Attorney
6th day of July, 2021

(DISTRICT SEAL)



FIRST AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT (THE "CITY") AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

CONTRACTOR: ALL FLORIDA TREE &
LANDSCAPE, INC.

By: Alan S. McPherson
Alan S. McPherson, President

18th day of June, 2021

WITNESSES:

[Signature]
Signature

Janet Sanchez
Print Name

[Signature]
Signature

Camie Timparo
Print Name

**CITY OF WESTON, FLORIDA
RESOLUTION NO. 2023-22**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12, RENEWING FOR AN ADDITIONAL FIVE-YEAR TERM.

WHEREAS, First, the Indian Trace Development District and the Bonaventure Development District are dependent special districts of the City of Weston ("the City") for the purpose of exercising all those rights, powers and authority contained in Chapter 189 and 190, Florida Statutes; and

WHEREAS, Second, the City Commission of the City serves as the governing board of both Indian Trace Development District and the Bonaventure Development District; and

WHEREAS, Third, funding for arboricultural services is appropriated in Fiscal Year 2023, included within the following budgets: Indian Trace Development District and Bonaventure District Development Rights-of-Way Funds and General Fund Parks & Recreation/Park Services; and

WHEREAS, Fourth, on February 20, 2018, the City Commission adopted Resolution No. 2018-26, awarding RFP No. 2017-12 to All Florida Tree & Landscape, Inc. for Arboricultural Services; and

WHEREAS, Fifth, on April 3, 2018, the City entered into an Agreement for Arboricultural Services, RFP No. 2017-12, with All Florida Tree & Landscape, Inc. (the "Agreement"); and

WHEREAS, Sixth, on July 6, 2021, the City Commission adopted Resolution No. 2021-98, approving the First Amendment to the Agreement, amending Section 4, Standards of Contractor, of the Agreement to include the federally mandated provisions and FEMA recommendations in paragraphs 4.12 through 4.26; and

WHEREAS, Seventh, Section 1.1 of the Agreement provides for one additional five-year renewal term by mutual consent of the parties; and

WHEREAS, Eighth, Section 8.5-E. of the Agreement provides that on October 1, 2019 and each October 1st thereafter, the Contractor shall receive an annual adjustment in the unit rates. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area-West Palm Beach, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease); and

WHEREAS, Ninth, the parties are desirous of renewing the Agreement, currently due to expire on March 31, 2023, for an additional five-year term to expire on March 31, 2028, under the current terms of the Agreement; and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12, RENEWING FOR AN ADDITIONAL FIVE-YEAR TERM.

WHEREAS, Tenth, the City and Contractor agree that the Amendment and any other documents to be delivered in connection to the Agreement may be electronically signed, and that any electronic signatures appearing on the Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility; and

WHEREAS, Eleventh, the City Commission believes it is in the best interest of the City to renew the Agreement with All Florida Tree & Landscape, Inc. for an additional five-year term, from April 1, 2023 through March 31, 2028.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The City Commission approves the renewal of the Agreement for Arboricultural Services with All Florida Tree & Landscape, Inc., for an additional five-year term, due to expire on March 31, 2028.

Section 3: The Second Amendment to the Agreement for Arboricultural Services with All Florida Tree & Landscape, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, and as the governing board of the Indian Trace Development District, and as the governing board of the Bonaventure Development District, this 21st day of February 2023.



Margaret Brown, Mayor of the City of Weston
Chair of the Indian Trace Development District
Chair of the Bonaventure Development District

ATTEST:



Patricia A. Bates, MMC, City Clerk

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12, RENEWING FOR AN ADDITIONAL FIVE-YEAR TERM.

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Mead

Yes

Commissioner Eddy

Yes

Commissioner Molina-Macfie

Yes

Commissioner Jaffe

Yes

Mayor Brown

Yes

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, AND AS THE GOVERNING BOARD OF THE INDIAN TRACE DEVELOPMENT DISTRICT, AND AS THE GOVERNING BOARD OF THE BONAVENTURE DEVELOPMENT DISTRICT, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE & LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12, RENEWING FOR AN ADDITIONAL FIVE-YEAR TERM.

Exhibit "A"

Second Amendment to the Agreement among the City of Weston, Indian Trace Development District Bonaventure Development District, and All Florida Tree & Landscape, Inc. for Arboricultural Services, RFP No. 2017-12.

(See Following 8 Pages)

SECOND AMENDMENT TO THE AGREEMENT

AMONG THE

CITY OF WESTON, FLORIDA

INDIAN TRACE DEVELOPMENT DISTRICT

BONAVENTURE DEVELOPMENT DISTRICT

AND

ALL FLORIDA TREE AND LANDSCAPE, INC.

FOR

FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12

This Second Amendment to the Agreement is made and entered into the 1st day of March, 2023, among the City of Weston, Florida, Indian Trace Development District and Bonaventure Development District (the "CITY") and All Florida Tree and Landscape, Inc. (the "CONTRACTOR") for Arboricultural Services, RFP No. 2017-12 (the "Second Amendment").

WITNESSETH:

WHEREAS, First, on February 20, 2018, the City Commission adopted Resolution No. 2018-26, awarding RFP No. 2017-12 to All Florida Tree & Landscape, Inc. for Arboricultural Services; and

WHEREAS, Second, on April 3, 2018, the CITY entered into an Agreement for Arboricultural Services, RFP No. 2017-12, with All Florida Tree & Landscape, Inc. (the "Agreement"); and

WHEREAS, Third, on July 6, 2021, the City Commission adopted Resolution No. 2021-98, approving the First Amendment to the Agreement, amending Section 4, Standards of Contractor, of the Agreement to include the federally mandated provisions and FEMA recommendations in paragraphs 4.12 through 4.26; and

WHEREAS, Fourth, Section 1.1 of the Agreement provides for one additional five-year renewal term by mutual consent of the parties; and

WHEREAS, Fifth, Section 8.5-E. of the Agreement provides that on October 1st, 2019 and each October 1st thereafter, the Contractor shall receive an annual adjustment in the unit rates. The adjustment shall be based on the annual change in the February Consumer Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area-West Palm Beach, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0, except that the annual adjustment to the costs shall not exceed 5% (increase or decrease); and

SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

WHEREAS, Sixth, the parties are desirous of renewing the Agreement, currently due to expire on March 31, 2023, for an additional five-year term to expire on March 31, 2028, under the current terms of the Agreement; and

WHEREAS, Seventh, the City and Contractor agree that the Amendment and any other documents to be delivered in connection to the Agreement may be electronically signed, and that any electronic signatures appearing on the Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility; and

WHEREAS, Eighth, the City Commission believes it is in the best interest of the City to renew the Agreement with All Florida Tree & Landscape, Inc. for an additional five-year term, from April 1, 2023 through March 31, 2028.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
2. Pursuant to Section 8.5-E. of the Agreement, the Contract Price Schedule is attached as Exhibit "A."
3. The term of the Agreement is hereby extended for an additional five-year term expiring on March 31, 2028.
4. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 21st day of February 2023.

CITY OF WESTON, through its
City Commission

By: Margaret Brown
Margaret Brown, Mayor
1st day of March, 2023

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, City Clerk

By: Don Decker
Donald P. Decker, City Manager/CEO

Date: Feb 22, 2023

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

By: Jamie Cole
Jamie Alan Cole, City Attorney

Date: Feb 22, 2023

(CITY SEAL)

SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

INDIAN TRACE DEVELOPMENT DISTRICT

By: Margaret Brown
Margaret Brown, Chair
1st day of March, 2023

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, District Clerk

Don Decker
By: Donald P. Decker, District Manager /CEO

Date: Feb 22, 2023

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

Jamie Cole
By: Jamie Cole (Feb 22, 2023 09:16 EST)
Jamie Alan Cole, District Attorney

Date: Feb 22, 2023

SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

BONAVENTURE DEVELOPMENT DISTRICT

By: Margaret Brown
Margaret Brown, Chair
1st day of March, 2023

ATTEST:

Patricia A. Bates
Patricia A. Bates, MMC, District Clerk

By: Don Decker
Donald P. Decker, District Manager /CEO

Date: Feb 22, 2023

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(DISTRICT SEAL)

By: Jamie Cole
Jamie Cole (Feb 22, 2023 09:16 EST)
Jamie Alan Cole, District Attorney

Date: Feb 22, 2023

SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

CONTRACTOR:

All Florida Tree and Landscape, Inc.

By: Alan McPherson
Alan McPherson (Feb 3, 2023 11:54 EST)
Alan McPherson, President

Date: Feb 3, 2023

SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

**EXHIBIT A
Contract Price Schedule**

Contract: RFP No. 2017-12 FOR ARBORICULTURAL SERVICES

Vendor: All Florida Tree and Landscape, Inc.

Date: 4/3/2018

Expires: 3/31/2023

Options: 1 - 5 year

CPI: February

NOTE: CPI Increase is not to exceed 5%

Item #	Description of Item Table B-1	CPI	1.24%	1.40%	1.40%	5%
		Rate per Hour	10/1/2019-9/30/2020	10/1/2020-9/30/2021	10/1/2021-9/30/2022	10/1/2022-9/30/2023
1	Per Hour Rate for a 3-Person Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 165.00	\$ 167.05	\$ 169.38	\$ 171.76	\$ 180.34
2	Per Hour Rate for a 4-Pers < in Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 220.00	\$ 222.73	\$ 225.85	\$ 229.01	\$ 240.46
3	Per Hour Rate for a 5-Person Crew during routine hours includes labor, materials, equipment and maintenance of traffic.	\$ 275.00	\$ 278.41	\$ 282.31	\$ 286.26	\$ 300.57
4	Per Hour Rate for a 3-Person Stump Grinding Crew during routine hours includes labor, aterials, equipment and maintenance of traffic.	\$ 210.00	\$ 212.60	\$ 215.58	\$ 218.60	\$ 229.53
5	Per Hour Rate for a 3-Person Crew during emergency work hours includes labor, materials, equipment and maintenance of traffic.	\$ 247.50	\$ 250.57	\$ 254.08	\$ 257.63	\$ 270.52
6	Per Hour Rate for a 4-Person Crew during emergency work hours includes labor, materials, equipment and maintenance of traffic.	\$ 330.00	\$ 334.09	\$ 338.77	\$ 343.51	\$ 360.69
7	Per Hour Rate for a 5-Person Crew during emergency work hours	\$ 412.50	\$ 417.62	\$ 423.46	\$ 429.39	\$ 450.86

Item #	Description of Item Table B-2	Rate per Hour	10/1/2019-9/30/2020	10/1/2020-9/30/2021	10/1/2021-9/30/2022	10/1/2022-9/30/2023
A	Per Hour Rate for a 1-Additional Person Crew during routine hours	\$ 55.00	\$ 55.68	\$ 56.46	\$ 57.25	\$ 60.11
B	Per Hour Rate for a 1- Additional Person Crew during emergency work hours	\$ 82.50	\$ 83.52	\$ 84.69	\$ 85.88	\$ 90.17
C	Per Hour Rate for crane bucket services for work beyond the reach of standard 65 ft bucket truck, includes all operator and crane equipment.	\$ 600.00	\$ 607.44	\$ 615.94	\$ 624.57	\$ 655.80
D	Per Hour Rate for boat usage, equipment only	\$ 100.00	\$ 101.24	\$ 102.66	\$ 104.09	\$ 109.30

SECOND AMENDMENT TO THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT AND ALL FLORIDA TREE AND LANDSCAPE, INC. FOR ARBORICULTURAL SERVICES, RFP NO. 2017-12.

Renewal Letter



January 4, 2023

Mrs. Martha Perez-Garviso
Director of Procurement
City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326

Re: RFP No. 2017-12 for Arboricultural Services

Dear Mrs. Perez-Garviso:

The agreement between the City of Weston and All Florida Tree and Landscape, Inc. for Arboricultural Services expires on March 31, 2023. The agreement provides an option to renew the agreement for one (1) additional five (5) year period, as mutually agreed upon by the City of Weston and Contractor

This letter is to confirm that All Florida Tree and Landscape, Inc. would like to proceed with exercising the renewal term for this agreement with the City of Weston, for an additional five (5) year period, to be made effective April 1, 2023.

All Florida Tree and Landscape, Inc. further understands that this renewal must also be approved by the Weston City Commission.

Sincerely,

Alan McPherson

Alan McPherson, President
All Florida Tree and Landscape, Inc.

Signature: *Martha Perez-Garviso*

Agenda Page 387

Email: mperezgarviso@westonfl.org

Amendment No. 2 RFP No. 2017-12











Arboricultural Services

Final Audit Report


2023-02-22

Created:	2023-02-02
By:	Martha Perez-Garviso (mperezgarviso@westonfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2TiMEWGzD2JSMEQ-xyTw_2_YPPWn939b

"Amendment No. 2 RFP No. 2017-12 Arboricultural Services" History

-  Document created by Martha Perez-Garviso (mperezgarviso@westonfl.org)
2023-02-02 - 3:55:28 PM GMT- IP address: 164.51.202.66
-  Document emailed to allfloridatree@yahoo.com for signature
2023-02-02 - 4:00:07 PM GMT
-  Email viewed by allfloridatree@yahoo.com
2023-02-02 - 4:03:24 PM GMT- IP address: 66.176.176.215
-  Signer allfloridatree@yahoo.com entered name at signing as Alan McPherson
2023-02-03 - 4:54:12 PM GMT- IP address: 66.176.176.215
-  Document e-signed by Alan McPherson (allfloridatree@yahoo.com)
Signature Date: 2023-02-03 - 4:54:14 PM GMT - Time Source: server- IP address: 66.176.176.215
-  Document emailed to Martha Perez-Garviso (mperezgarviso@westonfl.org) for signature
2023-02-03 - 4:54:15 PM GMT
-  Email viewed by Martha Perez-Garviso (mperezgarviso@westonfl.org)
2023-02-22 - 1:55:24 PM GMT- IP address: 164.51.202.66
-  New document URL requested by Martha Perez-Garviso (mperezgarviso@westonfl.org)
2023-02-22 - 1:55:28 PM GMT- IP address: 164.51.202.66
-  Document e-signed by Martha Perez-Garviso (mperezgarviso@westonfl.org)
Signature Date: 2023-02-22 - 1:56:16 PM GMT - Time Source: server- IP address: 164.51.202.66
-  Document emailed to jcole@wsh-law.com for signature
2023-02-22 - 1:56:17 PM GMT




 Email viewed by jcole@wsh-law.com


2023-02-22 - 1:57:51 PM GMT- IP address: 146.75.248.1

 Signer jcole@wsh-law.com entered name at signing as Jamie Cole

2023-02-22 - 2:16:20 PM GMT- IP address: 45.73.146.126

 Document e-signed by Jamie Cole (jcole@wsh-law.com)

Signature Date: 2023-02-22 - 2:16:22 PM GMT - Time Source: server- IP address: 45.73.146.126

 Document emailed to Don Decker (ddecker@westonfl.org) for signature


2023-02-22 - 2:16:24 PM GMT

 Email viewed by Don Decker (ddecker@westonfl.org)

2023-02-22 - 2:16:44 PM GMT- IP address: 164.51.202.66

 Document e-signed by Don Decker (ddecker@westonfl.org)

Signature Date: 2023-02-22 - 2:17:08 PM GMT - Time Source: server- IP address: 164.51.202.66

 Agreement completed.

2023-02-22 - 2:17:08 PM GMT



EXHIBIT B

DESCRIPTION OF CONTRACT WORK

The Work to be completed pursuant to this Contract consists of:

- the cutting and tossing of debris from roads within the District that would prevent emergency access to any homes;
- the cutting and tossing of debris from roads leading to any District pump stations, as well as the cutting and tossing of debris located on or within any pump station.

Both types of work can be invoiced together, but the work must be accounted for separately on each invoice as follows:

Clearing of Roads Within the District

AFT shall clear all roads within the District to ensure that emergency access to all homes can be established. The clearing of roads shall consist of the cutting of all debris and tossing it to the right of way. AFT must take geo-located pictures (photos with GPS locations) of all debris to be removed prior to any disturbance. While not every piece of debris must be photographed, the photos must be comprehensive enough for the District to establish a map of all locations where the roads were blocked by debris. Geo-located photos should also be taken of the debris stacked in the rights of way. No debris disposal is included in this contract.

Clearing of Debris from Pump Stations and Connecting Roads

AFT shall clear the roads leading to any pump station to ensure access to the pump station itself is established. The clearing of roads shall consist of the cutting of all debris and tossing it to the right of way. AFT must take geo-located pictures of all debris to be removed prior to any disturbance; geo-located photos should also be taken of the debris stacked in the rights of way. Debris shall also be removed from on or within the pump stations themselves. Removal means the cutting and tossing of all vegetative debris with its placement on the nearest right of way. As with the debris on the roads, all debris on or within the pump stations shall be documented with geo-located photographs. No debris disposal is included in this contract.

1. Equal Opportunity:

Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further

assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. Clear Air Act and the Federal Water Pollution Control Act

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its

instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

6. Procurement of Recovered Materials

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

1. Equal Opportunity:

Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further

assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. Clear Air Act and the Federal Water Pollution Control Act

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.
2. The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its

instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

6. Procurement of Recovered Materials

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Twelfth Order of Business

12A.

ENGINEERING REPORT

AUGUST 19, 2025, RCDD BOARD MEETING

1) District Engineer proposal evaluations

At the last RCDD meeting the board evaluated presentations from 3 engineering firms. (CPH Consulting, LLC., Barraco, Inc. and Johnson Engineering). The Board will unveil their scores and announce the elected engineering consultant during this meeting.

2) Roadway Re-striping Project

The project has been awarded to Velocity Engineering. The RCDD Attorney is reviewing the contract agreement. Once the agreement is signed, Velocity expects a two-week duration to review the grounds, determine the materials needed and submit the RFP to the RCDD Board for review and approval. The approved RFP will then be distributed to all roadway contactors.

A pre-proposal bid was received from Asphalt Services; however, Asphalt's SOW did not address all the roads identified in the RCDD Scope of Work (SOW). The proposal did not include Willow Bend Road, the west end of Riverwood Drive (from Club Drive intersection) and all roadway reflectors. Asphalt Services must submit a proposal to Velocity Engineering once the RFP is advertised to ensure the SOW is understood.

3) Rivermarsh Sidewalk Project

The project was awarded to Johnson Engineering. A meeting with Chris Beers occurred on August 24 to review the 60% design submittal. The selected route is the north side path. Following review of the design, an alteration to the west end of the sidewalk is anticipated. The path will swing slightly north to avoid impacting the existing drainage flume. In addition, the golf cart path will receive a new concrete driveway. A detour is expected during construction. The Golf Club will be notified in advance of the work. The 100% design is expected prior to the next Board meeting. The goal is to complete the project by October 31st.

In the past, Riverwood has reviewed and approved DeClercq Concrete for sidewalk installations and repairs. We hope that the RCDD can "sole source" this project and request a proposal from DeClercq, following approval of the 100% design submittal from Johnson Engineering. This approach will allow the project to reach its intended goal. It is suggested that the Board make a motion to approve DeClercq as the "sole source" for this project.

4) Riverwood Parking Lot Project

On June 20, 2025, the Riverwood Manager received a preliminary proposal for concrete replacement encompassing the island segment of the Riverwood Administration Parking Lot. The proposal was requested in hopes to resolve the issue regarding slow storm water drainage. DeClercq Concrete submitted a SOW proposal to remove and replace the existing drainage

system. The 30-year-old parking lot services the Administration Building, Activity Building and two sports facilities.

This approach (referring to the PowerPoint attachment) should be reviewed by the District Engineer. The project SOW should be outlined, and phased as follows:

- (a) ELECTRICAL ISSUE – Outlets replaced
- (b) LANDSCAPE – Clear debris from gutters
- (c) CONCRETE – Replace existing gutters
- (d) SAFETY – Replace fencing
- (e) ASPHALT – Mill & resurface

5) Parcel “A” Ground Lease Discussion- (DRI)

Information was received from S. Rudacille: We obtained Riverwood’s Development of Regional Impact (DRI) in 2018 to allow for the Activity Center expansion. The built-out dates were extended at that time to November 11, 2025. According to Section 252.363, the Fla. Stat. provides an allowance for tolling and extending development permits (including DRI development orders) during a declared state of emergency, so we should be able to extend these built-out dates administratively based on the various storms that have occurred over the past few years. We have 90 days following the expiration of the emergency order to notify the County of our intent to exercise the tolling and extension provisions.

Riverwood's planning process will take some time (beyond the 90 days). We want to make sure we abide by the legal parameters but also prevent losing the DRI. The question remains for Scott Rudacille: Can Riverwood apply for an extended DRI development order before the extension expires?

Now, with a District Engineer selected, the Board should discuss assigning the District Engineer to survey the property for the potential restaurant parameters. The Board should gather this information and Ground Leasing pros and cons before making any presentation to the residents.

Bob Sims
RCDD Supervisor

12Aii

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract for Professional Engineering Services (the “Contract”) is made on this _____ day of _____ 2025 (the “Effective Date”) between RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT, a community development district established pursuant to Chapter 190, Florida Statutes (the “District”), and VELOCITY ENGINEERING SERVICES, LLC, a Florida limited liability company (the “Consultant”), with a principal address of 8981 Alico Trade Center Road, Fort Myers, Florida 33912.

It is hereby agreed that the mutual covenants set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant and District agree as follows:

1. CONTRACT DOCUMENTS AND SCOPE OF WORK

The Proposal and General Terms and Conditions (collectively with this Contract, the “Contract Documents”), shall be attached hereto as Exhibit “A”, and the terms and provisions contained therein shall be incorporated into this Contract as if fully stated herein. To the extent there is conflict between the terms and provisions of the Contract Documents, the order of precedence shall be as follows:

1. Contract;
2. Proposal;
3. General Terms and Conditions

Consultant shall perform the professional engineering services at the District in accordance with the Contract Documents (the “Scope of Work”).

2. CONTRACT SUM

District agrees to pay Consultant for the Scope of Work in accordance with the fee schedule described in the Contract Documents. The total contract sum shall not exceed Nine Thousand Three Hundred Dollars (\$9,300.00) without prior written approval from the District.

3. TIME OF COMMENCEMENT/COMPLETION

This Contract shall commence on the Effective Date and shall terminate upon completion of the Scope of Work.

4. PAYMENTS

The agreed upon price for the Scope of Work performed under this Contract is as described in Section 2 herein. Any services requiring additional compensation must receive prior written authorization by the District.

Consultant shall render monthly invoices for the Scope of Work. The invoice shall be due and payable in accordance with Florida's Prompt Payment Act. The invoice will include such supporting information as District may reasonably require Consultant to provide. Consultant shall maintain records conforming to usual accounting practices.

Consultant shall direct all invoices for the Scope of Work to the following address:

Riverwood CDD
C/O Inframark
11555 Heron Bay Blvd., Suite 201
Coral Springs, Florida 33076

5. CONSULTANT'S REPRESENTATIONS

In order to induce District to enter into this Contract, Consultant makes the following representations, upon which the District has actually and justifiably relied:

- a. That Consultant has examined and carefully studied the project site, and that Consultant has the experience, expertise and resources to perform all the Scope of Work within the time stated in this Contract.
- b. That Consultant has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Scope of Work.
- c. That Consultant is familiar with and can and shall comply with all federal, state and local laws and regulations that affect cost, progress, performance, and furnishing of the Scope of Work.
- d. That Consultant has duly issued Certificates of Insurance required by this Contract.

6. DUTIES OF CONSULTANT

- a. Consultant shall be solely responsible for all Scope of Work specified in Exhibit "A," including the techniques, sequences, procedures, means, and coordination for all work. Consultant shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Consultant shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed.
- c. Consultant shall provide and pay for all labor, materials, equipment, including tools and machinery, transportation, and all other facilities and services necessary for the proper completion of the Scope of Work in accordance with this Contract. Prior to commencing work, Consultant shall provide District a list of the subcontractors, if any, who will contribute to the Scope of Work, for approval by the District. Consultant shall provide District with three (3) days' written notice of any changes to the subcontractor list and obtain District approval of any such changes.

- d. Consultant shall pay all taxes required by law in connection with the Scope of Work in accordance with this Contract, including sales, use, and similar taxes.
- e. Consultant shall secure all licenses and permits necessary for proper completion of the Scope of Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.
- f. Consultant shall be fully responsible for all acts or omissions of its employees or subcontractors on District property, and Consultant shall promptly repair any damages to the premises or facilities caused by such persons.

7. INDEMNIFICATION

Consultant does hereby indemnify and hold harmless District, its officers, agents, and employees, and the Riverwood Community Association, Inc, and its officers agents and employees, from liabilities, damages, losses and costs, ~~including but not limited to,~~ reasonable attorney's fees as awarded by court of law, to the extent caused by the negligence or recklessness ~~or intentional wrongful-misconduct~~ of Consultant and persons or entities employed or utilized by Consultant in the performance of this Contract.

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

8. INSURANCE

- A. Before performing any work, Consultant shall procure and maintain, during the life of the Contract, unless otherwise specified, the insurance listed below.
 - (1) Workers' Compensation coverage, Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - (2) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

- (3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Consultant of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also include insured/underinsured motorist's coverage in the minimum amount of \$100,000 when there are owned vehicles.
- (4) Professional Liability Insurance with an aggregate limit of not less than \$1,000,000.
- B. District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). Consultant shall furnish District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to District. The policies of insurance shall be primary and written on forms acceptable to the District and the insurance coverage shall be from a reputable insurance carrier acceptable to District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If Consultant fails to have secured and maintained the required insurance, District has the right (without any obligation to do so, however), to secure such required insurance in which event, Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with District's obtaining the required insurance.

9. TERMINATION

Either party may terminate the Contract for any reason by providing thirty (30) days' written notice to the other party. On such termination, Consultant may recover from District payment for all work completed and District may recover from Consultant all Scope of Work, materials, and supplies paid for by the District as of the date of termination.

10. ATTORNEYS' FEES

If any litigation occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover its attorneys' fees and costs, including attorneys' fees and court costs incurred in any appellate and/or bankruptcy proceedings.

11. ASSIGNMENT

This Contract may not be assigned without the written consent of the other party.

12. CHOICE OF LAW/VENUE

The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Charlotte County, Florida.

13. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

14. WAIVER

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

15. COUNTERPARTS

This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

16. SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Consultant, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NOTICE

Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt:

To District: Riverwood Community Development District
 RCDD Office
 c/o Dr. Cameron McKee, Chair
 4250 Riverwood Drive
 Port Charlotte, Florida 33953

With a copy to: Blalock Walters, P.A.
 c/o Scott Rudacille, Esq.
 802 11th Street West

Bradenton, Florida 34205

To Consultant: Velocity Engineering Services, LLC
c/o Christopher Pacitto
8981 Allico Trade Center Rd.
Ft. Myers, FL 33912

18. PUBLIC RECORDS

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

- A. Consultant shall keep and maintain public records required by the District in order to perform the service;
- B. Upon request from the District, Consultant shall provide the District with a copy of the requested records or allow the records to be inspected or copied within reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Consultant shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the District;
- D. Consultant shall upon completion of the Contract, transfer, at no cost to the District all public records in the possession of the Consultant or keep and maintain public records required by the District to perform the service. If the Consultant transfers all public records to the District upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the completion of the Contract, the Consultant 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. Consultant acknowledges that all information contained relating to the Contract 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS,

INFRAMARK, INFRASTRUCTURE MANAGEMENT SERVICES,
AT (954) 603-0033; 11555 HERON BAY BLVD., SUITE 201, CORAL
SPRINGS, FLORIDA 33076; PublicRecords@inframark.com.

19. 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 Consultant hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Consultant further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Consultant hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Consultant has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the District.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written above.

CONSULTANT

Velocity Engineering Services, LLC

By: 

Its: 

(Title of Authorized Representative)

Date: 

DISTRICT

Riverwood Community Development District

By: _____

Dr. Cameron McKee, Chair

Date: _____

Exhibit A



Riverwood Community Development District

August 5, 2025

c/o: Mr. Warren Sims, Board of Supervisors
4250 Riverwood Drive
Port Charlotte, FL 33953
(941) 979-8720
wsims@riverwoodcdd.org

Subject: Consulting Services Proposal

Riverwood CDD Pavement Re-Striping
4250 Riverwood Drive
Port Charlotte, Charlotte County, Florida
Velocity Proposal Number: 25-214R1

Dear Mr. Sims:

Velocity Engineering Services, LLC (Velocity) appreciates the opportunity to submit this proposal for the above referenced project. A successful project begins with all parties having a clear understanding of the scope of work to be performed. If you have any questions or concerns, or would like to modify the Scope of Work proposed herein, please contact us at your earliest convenience to discuss.

Project Description

Velocity understands that the Riverwood Community Development District (RCDD or District) is evaluating the condition of pavement striping and markings on their approximately 5 miles of roadway. In lieu of milling and repaving at this time, the RCDD is considering restriping to improve safety and enhance the visibility of roadway markings on their roads. The RCDD provided Velocity with a RCDD Pavement Re-Striping 2025 Visual Assessment Report which documents the existing striping and markings.

Therefore, the Client has requested that Velocity evaluate the condition of the existing pavement striping and markings and provide a letter report detailing findings and recommendations for re-striping. Additionally, the District has requested that Velocity provide re-striping specifications based on our evaluation, assist with the bidding process and periodically observe the work to ensure that it is being performed in general accordance with the specifications.

Scope of Work & Compensation

Velocity's services will be billed in accordance with Velocity's current Hourly Rate Schedule, attached hereto, unless a lump sum fee is provided. Based upon the project description presented above, Velocity proposes the following scope of services:

Phase 1 – Pavement Re-striping Evaluation & Preparation of Specifications

- ✓ Review applicable plans to determine pavement striping and marking requirements.

- ✓ Perform site visit(s) to observe and evaluate the condition of the existing pavement striping and markings.
- ✓ Provide our findings and a recommendation for re-striping based on our evaluation. This will be provided to the RCDD via email.
- ✓ Prepare pavement re-striping specifications based on our evaluation that will be used for bidding.
- ✓ Prepare a bidder's package that includes project specific considerations, bid documents including a detailed bid schedule, and the project specifications.

Phase 1 Lump Sum Fee: \$4,000.00

A signed and sealed .pdf report of Velocity's evaluation can be provided at the RCDD's request and will be billed in accordance with Velocity's current Hourly Rate Schedule.

Phase 2 - Obtaining Contractor Bids

- ✓ Invite selected contractors to submit bids for the project;
- ✓ Respond to questions from the contractors and prepare addendums (if necessary);
- ✓ Evaluate the bids received for compliance with the bid documents;
- ✓ Submit our evaluation of the bids to the District to assist with their contractor selection.

Phase 3 Estimated Budget: \$1,000.00 to \$1,800.00

Phase 4 – Quality Assurance

- ✓ Review product submittals/approvals from the District's contractor;
- ✓ Respond to questions and requests from the contractor and RCDD;
- ✓ Provide an engineer/inspector (part-time) to periodically observe the re-striping and track the progress of the project;
- ✓ Review contractor payment applications, if applicable;
- ✓ Perform a site visit upon substantial completion to prepare a punch list and perform a final walk-through once the contractor indicates that all punch list items have been corrected;

Phase 4 Estimated Budget: \$1,500.00 to \$3,500.00

The estimates presented above are based on the project information available at the time of this proposal and Velocity's past experience with similar projects and should not be considered guaranteed maximums. **Any charges in excess of the estimate range shall be subject to written approval by the District.** Lump sums will be billed on a percent complete basis. Velocity's services will be invoiced on a monthly basis based upon the actual services performed. Any additional services approved by the District, including but not limited to project meetings and owner-directed changes to the scope, will be billed in accordance with Velocity's current Hourly Rate Schedule. All specifications, reports and/or letters will be provided to the District in .pdf format.

District's Responsibilities

Following authorization of this proposal, the District will be responsible to provide the following to Velocity:

- ✓ Access to the property to perform these services;
- ✓ Copies of all as-built construction plans and specifications for the District's roadways (if available);
- ✓ Timely responses on any questions, requests, or approvals.



Limitations

This work proposed herein will be performed to the best of Velocity's abilities however it is possible that some conditions may be concealed or blocked from view and may not be discovered until the work is underway. Velocity's quality assurance services will be performed on a part-time basis. Therefore, Velocity is not responsible for defective work that may be performed by the contractor while Velocity is not present and which is not observed during Velocity's visits or readily ascertainable by reasonable diligence and oversight. Additionally, Velocity is not responsible for procuring contracts or obtaining permitting, payment, and construction related documents including but not limited to a Notice of Commencement, Notices to Owner, lien releases, or Certificates of Completion, on behalf of the District.

Authorization

If this proposal meets with your approval, please authorize our services by executing the attached Proposal Acceptance Form and returning it to us. We appreciate your consideration of our proposal and look forward to being a part of your project team. Should you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,

Velocity Engineering Services, LLC

8981 Alico Trade Center Road
Fort Myers, FL 33912
FL DBPR LN 30362



Christopher J. Pacitto, P.E.
Owner & President

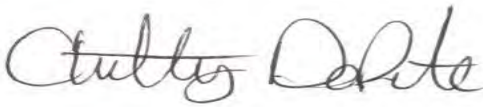
CPacitto@VelocityEngineering.Net



Rick Adkison

Director of Business Development

RAdkison@VelocityEngineering.Net



Anthony DePonto, P.E.
Vice President

ADePonto@VelocityEngineering.Net



Carlos Santillan, P.E.
Project Manager

CSantillan@VelocityEngineering.Net

Attachments: Proposal Acceptance Agreement Form
2025 Hourly Rate Schedule for Professional Services
General Terms & Conditions



PROPOSAL ACCEPTANCE AGREEMENT FORM

Date: May 12, 2025
Velocity Proposal Number: 25-214R1

PROJECT:

Riverwood CDD Pavement Re-Striping
4250 Riverwood Drive
Port Charlotte, Charlotte County, Florida

DISTRICT:

Riverwood Community Development District
c/o: Mr. Warren Sims, Board of Supervisors
425 Riverwood Drive
Port Charlotte, FL 33953

AUTHORIZATION:

The undersigned, having full legal authority to contractually bind the District identified above, has read and agrees to this proposal and the attached General Terms & Conditions.

Signature: _____ Date: _____

Name: _____ Title: _____

Business Name: _____

Address: _____

Phone: _____ Email: _____

Accounts Payable Contact Name: _____

Phone: _____ Email: _____

Velocity Engineering Services, LLC reserves the right to withhold all reports or other deliverable products until such time as we receive a signed Proposal Acceptance Agreement Form. ~~This Agreement together with Velocity's proposal and the attached General Terms & Conditions constitutes the entire agreement between the parties and supersedes all prior written or oral understanding.~~





2025 Hourly Rate Schedule for Professional Services

Principal Engineer (P.E.)	\$300.00/hour
Senior Professional Engineer (P.E.)	\$260.00/hour
Professional Engineer (P.E.)	\$220.00/hour
Project Engineer / Project Manager	\$200.00/hour
Staff Engineer / Inspector	\$180.00/hour
Engineering Technician	\$140.00/hour
Project Administrator	\$95.00/hour
Paper Copies of Reports / Specifications	\$25.00 each
Flash Drives	\$20.00 each

- ✓ All hourly rates are charged portal-to-portal when applicable.
- ✓ Any services requested on Saturdays, Sundays, or major holidays, or in excess of 8 hours per day, will be billed at a 1.5x multiplier.
- ✓ Depositions, testimony, and/or responding to subpoenas in any legal actions arising out of this project will be billed at a 2.0x multiplier on the above fees including all related time such as preparation and correspondence. As scheduling for depositions/testimony prevents the scheduling other projects, a minimum of four hours will be charged.
- ✓ This fee schedule is subject to change on an annual basis. The current year fee schedule shall be used for all billing.

1. PARTIES, SCOPE OF WORK & DEFINITIONS: Velocity Engineering Services, LLC ("Velocity") shall include said company and any of its subcontractors or affiliates performing the [Scope of Work](#) (as defined ~~hereinafter in the Proposal~~) (the "Work"). "Client" is the entity entering into this Contract with Velocity. "Work" means the service(s) to be performed by Velocity as specifically set forth in Velocity's proposal for services ("Proposal"). The [Professional Services Agreement](#), the [Proposal](#), and these General Terms & Conditions shall constitute the ["Agreement-Contract Documents"](#). The Proposal shall be valid for sixty (60) days unless otherwise stated. ~~Client's ordering of services from Velocity, or the reliance on any Work of Velocity, shall constitute Client's acceptance of the terms of the Agreement.~~ Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the ~~s~~Scope of ~~W~~work set forth in the Proposal is adequate and sufficient for Client's intended purpose.

2. BILLING & PAYMENT: The quantities and fees provided in the Proposal are Velocity's estimates based on the information provided by the Client and Velocity's experience on similar projects. The total amount due to Velocity shall be based on the actual quantities performed and/or provided by Velocity at the unit rates established herein (unless the Proposal specifically indicates that ~~w~~Work is being performed on a "lump sum" basis). Client shall be invoiced monthly unless stated otherwise in the [Contract Documents Proposal](#). Client agrees to pay each invoice [in accordance with Florida's Prompt Payment Act](#) ~~within fifteen (15) days of its issuance~~. Should Client's account become past due, Client agrees to pay interest at the rate of 1.5% per month (or the maximum interest rate permitted under applicable law) on the past due amount(s) ~~as well as any attorney's fees, collections fees, court fees, or other expenses incurred in collecting the past due amount(s).~~ Velocity reserves the right to suspend the Work, ~~as well as dispose of any samples that Velocity had agreed to retain on behalf of Client,~~ in the event that Client's account becomes past due. Client agrees to pay Velocity for its services in accordance with their [Agreement Contract Documents](#) regardless of whether or not Client has been paid by any third party. ~~Client's failure to pay may result in Velocity availing itself of its rights under the Florida Construction Lien Law and/or other applicable statutes to the fullest extent of the law, including without limitation, the rights to file a lien on Client's property whenever necessary to collect past due amounts.~~

3. RESPONSIBILITIES: 1) Client will grant or obtain to Velocity (and any agent, employee, subcontractor or other as directed by Velocity) free access to the site for all equipment and personnel necessary for the performance of Velocity's Work. Client warrants and agrees that it has notified Velocity of any known or suspected hazardous materials, pollutants, and underground utility lines, objects, and structures at the site, and shall indemnify and hold harmless Velocity and hereby waives all claims against Velocity relating to same, [to the extent the claim\(s\) do not arise out of the negligence or willful misconduct of Velocity \(including its employees, subcontractors, and other agents\)](#) ~~as set forth in greater detail hereinbelow~~. 2) Velocity is responsible only for the on-site safety of its own employees and subcontractors and is not responsible for the on-site safety or the general safety, actions, or activities of employees of any other company, including without limitation, Client and its agents, employees, guests and/or invitees, and Client shall indemnify and hold harmless Velocity and hereby waives all claims against Velocity relating to same, [to the extent the claim\(s\) arise out of unsafe condition\(s\) that are not the result of the action, inaction, negligence, and/or willful misconduct of Velocity \(including its employees, subcontractors, and other agents\)](#) ~~as set forth in greater detail hereinbelow~~. 3) Client shall communicate these General Terms & Conditions to each and every third party to whom Client transmits any part of Velocity's ~~w~~Work and such third parties shall indemnify and hold harmless Velocity and hereby waive all claims against Velocity relating to same ~~as set forth in greater detail hereinbelow~~. Velocity shall have no duty or obligation to any third party other than as specifically set forth in the [Proposal Contract Documents](#). 4) For projects involving construction or development activities performed by others, Velocity's Work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of any construction. Velocity's Work, or failure to perform same, shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with the governing contract documents. Client agrees that it shall require ~~subrogation to be waived against Velocity and for~~ Velocity to be added as an Additional Insured on ~~all insurance policies, including~~ any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. Velocity has no right or duty to stop the contractor's work.

Notwithstanding any provisions contained in the [Contract Documents](#), any indemnity provided by the District shall be subject to the monetary limitations set forth in Section 768.28, Florida Statutes. Nothing in the [Contract Documents](#) is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the Riverwood Community Development District, or by any other agency or political subdivision to which sovereign immunity is applicable, or of any rights or limitations under Section 768.28, Florida Statutes.

4. SITE CONDITIONS: Velocity shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of the Work. Velocity's fee does not include restoration of the site to its original condition. Client agrees to execute any documents that are necessary for Velocity to perform the Work, such as authorizations to obtain permits.

5. DAMAGE TO EXISTING SUBSURFACE OBJECTS: ~~Velocity or its subcontractor(s) shall obtain utility locates from Sunshine 811 prior to any subsurface drilling or penetration operations using mechanized equipment. Client and its officers, agents, employees and affiliates (the "Indemnifying Parties") agree to defend, indemnify and hold harmless Velocity and its officers, agents, employees, guests and/or invitees, as well as any and all of Velocity's subcontractors/subconsultants and their officers, agents, employees, guests and/or invitees (the "Indemnified Parties"), from all claims, liabilities, damages, suits, losses, costs and expenses, including reasonable attorney's fees and costs and expert fees and costs ("Claims") as a result of personal injury, death, or property damage occurring or resulting from contact with subsurface objects, structures, lines, or conduits where the actual or potential presence were not revealed to Velocity by either Sunshine 811 or the Client. The Indemnifying Parties hereby waive any and all Claims against the Indemnified Parties relating to same.~~

6. 5. SAMPLE DISPOSAL: Test specimens will be disposed of immediately upon completion of testing. Drilling samples will be disposed of thirty (30) days after submission of Velocity's report.

7. 6. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS: Nothing contained within the ~~is agreement~~ [Contract Documents](#) shall be construed or interpreted as requiring Velocity to assume the status of an owner, operator, generator, storer, transporter, treater, or disposal facility as those terms appear within The Resource Conservation and Recovery Act ("RCRA") or within any federal or state statute or regulation governing the generation, transportation, treatment, storage, and disposal of pollutants and/or hazardous materials. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, storage, and disposal of pollutants and/or hazardous materials. Client shall not hold Velocity responsible or liable for aquifer cross-contamination resulting from

contamination that was not known to Velocity and was caused by subsurface drilling or penetration operations performed by Velocity or its subcontractors. Client and the Indemnifying Parties agree to defend, indemnify and hold harmless Velocity and the Indemnified Parties from any Claims relating to same.

Notwithstanding any provisions contained in the Contract Documents, any indemnity provided by the District shall be subject to the monetary limitations set forth in Section 768.28, Florida Statutes. Nothing in the Contract Documents is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the Riverwood Community Development District, or by any other agency or political subdivision to which sovereign immunity is applicable, or of any rights or limitations under Section 768.28, Florida Statutes.

8. 7. OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Velocity as instruments of service shall ~~remain the sole property of Velocity~~ become the sole property of the Client upon payment in accordance with the Contract Documents. Client agrees that reports and other instruments of service furnished to the Client or his agents which are not paid for will be returned upon demand and will not be used or relied upon by the Client for any purpose. ~~The reports or other instruments of service generated for this project shall not be used for any other project or location without the written permission of Velocity.~~ Velocity rejects the use of this report for any other project or unintended purpose and cannot be held liable for any results or actions that arise out of misuse of this report.

9. 8. STANDARD OF CARE: Work performed by Velocity under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the Work is to be performed. No other warranty, expressed or implied, is made including, without limitation, any warranty of fitness for a particular purpose.

10. 9. ALLOCATION OF RISK: Should Velocity or any of its employees be found to have been negligent in the performance of its ~~W~~Work, or to have made and breached any express or implied warranty, representation, or term in the eContract Documents, the eClient, all parties claiming through eClient, and all parties claiming to have in any way relied upon Velocity's ~~W~~Work agree that the maximum aggregate amount of the liability of Velocity, its officers, employees, and agents shall be limited to ~~\$50,000 or the total amount of the fee paid to Velocity for its Work performed on the project, whichever is greater.~~ ten times the total amount of the fee paid to Velocity for its Work performed on the project. ~~Attorney's fees expended by Velocity in connection with any claim shall reduce the amount available, and only one such amount will apply to any project. No action or claim, whether in tort, contract, or otherwise arising from or related to Velocity's work, may be brought against Velocity more than two (2) years after the cessation of Velocity's work hereunder, regardless of the date of discovery of such claim.~~ Velocity cannot be held liable for any problems that may occur if Velocity's recommendations are not followed.

Notwithstanding any provisions contained in the Contract Documents, any indemnity provided by the District shall be subject to the monetary limitations set forth in Section 768.28, Florida Statutes. Nothing in the Contract Documents is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the Riverwood Community Development District, or by any other agency or political subdivision to which sovereign immunity is applicable, or of any rights or limitations under Section 768.28, Florida Statutes.

PURSUANT TO FLORIDA STATUTES § 558.0035, AS AMENDED, AN INDIVIDUAL EMPLOYEE OR AGENT SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

11. GENERAL INDEMNIFICATION: The Client and the Indemnifying Parties (defined hereinabove) agree to indemnify, defend, and hold harmless Velocity and the Indemnified Parties from any and all Claims caused in whole or in part by a negligent, willful, or wanton act or omission of the Client or one of the Indemnifying Parties or the Client or Indemnifying Party(ies)' failure to follow Velocity's recommendations, advice or direction. The Indemnifying Parties hereby waive any and all Claims against the Indemnified Parties relating to the foregoing.

12. ALTERNATIVE DISPUTE RESOLUTION: The parties hereto ~~agree that all disputes shall be governed by~~ may, by agreement, attempt to resolve any disputes arising out of the Contract Documents pursuant to the Alternative Dispute Resolution procedures contained herein., ~~which shall be used for resolving any and all controversy, dispute or claim arising out of, or in any way relating to, this Agreement including any and all statutory or tort claims asserted by either party arising out of or in any way relating to this Agreement, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property. Notwithstanding any provision herein to the contrary, the Alternative Dispute Resolution provisions of this Section 12 and those included hereinafter shall not apply to Velocity's pursuit of a legal claim and/or collection remedy resulting from Client's failure to pay Velocity in accordance with the terms and conditions herein.~~

13. GOVERNING LAW & VENUE: ~~All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Florida. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be in Lee County, Florida.~~

14. TERMINATION: ~~This agreement may be terminated by either party upon seven (7) days' written notice. In the event of any termination, Velocity shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.~~

15. EXECUTION; COUNTERPARTS: ~~In the event that any signature is delivered by facsimile transmission or by e-mail delivery or electronic signature, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such signature page were an original thereof. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any signature transmitted via "DocuSign" or other electronic signature platform shall be considered to have the same legal and binding effect as an original signature.~~

16. ASSIGNMENT: ~~This contract may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.~~

17. SEVERABILITY: ~~The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms, conditions, rights and obligations of this Agreement be enforced as written. In the event any of the provisions of this Agreement should be found to be unenforceable, such provision(s) shall be stricken and the remaining provisions shall be enforceable to the fullest extent of the law.~~

18. HEADINGS: The section headings contained herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this document.

19. SURVIVAL: The terms, provisions, rights and obligations of the ~~Contract Documents~~ ~~is Agreement~~ shall apply to all Work performed and shall survive any termination of the ~~is Contract Documents Agreement~~ or completion of services. The ~~Contract Documents is Agreement~~ shall also continue to apply to the parties hereto notwithstanding any Change Order(s) executed by the parties hereto.

~~**20. NOTICES:** Any notices required under this Agreement will be in writing, addressed to the appropriate party at the address identified in this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by email with proof of actual delivery, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of actual receipt.~~

~~**21. ENTIRE AGREEMENT:** This Agreement and Velocity's Proposal constitute the entire understanding of the parties and there are no representations, warranties, or undertakings made other than as set forth herein. This Agreement may only be amended or modified by a duly executed document signed by each of the parties hereto. The parties hereto acknowledge that they have had an opportunity to review all terms of this Agreement and have had the opportunity to consult an attorney. The parties agree that no provision herein shall be construed by any court, arbitrator or other judicial authority against the drafter by reason of such party being deemed to have drafted a certain provision.~~

Remainder of Page Intentionally Left Blank

ALTERNATIVE DISPUTE RESOLUTION

The parties hereto ~~agree that the following procedures will be applicable for resolving,~~ **may, by agreement attempt to resolve** any ~~and all~~ controversy, dispute or claim arising out of, or in any way relating to, ~~this Agreement-Contract Documents~~ including any and all statutory or tort claims asserted by either party arising out of or in any way relating to ~~this Agreement-Contract Documents~~, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property **pursuant to the following procedures:**

1) Informal Negotiation & Settlement: The parties hereto ~~shall~~ **may, by agreement** enter into "Good Faith Negotiation" (as defined hereinafter) over the subject dispute within five (5) business days of such dispute. "Good Faith Negotiation," for purposes of this **provision Agreement**, is a bona fide effort made by the parties hereto to meet in person or discuss via telephone conference their respective disputes for purposes of resolving same without further proceedings.

2) Formal Non-Binding Mediation: ~~If t~~The parties hereto ~~further agree that in the event they~~ are unable to resolve the subject controversy, dispute or claim after Good Faith Negotiation takes place (as defined hereinabove), then in such event the parties hereto ~~shall~~ **may, by agreement**, submit a formal request, within ten (10) business days, to non-binding mediation in accordance with the general rules governing mediation as promulgated by the Twentieth Judicial Circuit in and for **Lee Charlotte** County, Florida.

Nothing contained in this provision shall be construed as a condition precedent to or prohibition against the filing of legal action by either party hereto in any state or federal court with jurisdiction over the subject claims.

~~3) Arbitration: In the event that formal non-binding mediation does not result in settlement of the respective parties' controversy, dispute or claim, the parties acknowledge and agree that they shall thereafter submit all such disputes to arbitration pursuant to the arbitration provisions set forth herein below in lieu of court proceedings.~~

~~It is mutually agreed that any controversy, dispute or claim arising out of or in any way relating to this Agreement, the interpretation thereof, or the breach thereof, shall be settled by arbitration in accordance with the Florida Arbitration Code and to the extent they do not conflict with the arbitration provisions contained herein the parties agree to utilize the Commercial Arbitration Rules promulgated by the American Arbitration Association, although the American Arbitration Association will not be the arbitration administrator. The controversy and claim shall be submitted to a single arbitrator mutually agreed upon by the parties within thirty (30) days of notice of any intent to arbitrate any matter hereunder. If the parties cannot agree upon an arbitrator within such thirty (30) day period, such an arbitrator shall be selected in accordance with the Florida Arbitration Code through a court which has a situs in Lee County, Florida. The arbitration of such dispute will be held within thirty (30) days after completion of discovery. The award of the arbitrator will be final and binding on all parties to the arbitration and judgment may be entered upon it in accordance with law in any court of competent jurisdiction. In the event of arbitration, the parties hereto specifically agree that discovery shall be allowed in the form of written interrogatories, depositions of witnesses, production, inspection and copying of documents to the same extent as is provided under the Florida Rules of Civil Procedure; provided, however, that the time for responding to requests for written interrogatories, production and inspection and copying of documents shall be reduced to ten (10) days. Any disagreements between the parties as to the scope and extent of and compliance with the discovery will be referred to the arbitrator and his/her determination shall be final.~~

~~The parties further agree that such discovery procedures shall not be extended beyond two (2) months from the selection of the arbitrator; provided, however, that for good cause, the arbitrator shall be permitted in his discretion to extend said time for discovery. In the event of any arbitration between parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder (including appellate proceedings), the unsuccessful party to such proceedings agrees to pay to the successful party all costs and expenses, including all reasonable attorney's fees, court/mediation/arbitration costs and all other costs and expenses incurred therein by the successful party, all of which shall be included in and as a part of the arbitration award and/or judgment rendered upon such award.~~

~~The parties hereby expressly confer upon the arbitrator the jurisdiction and authority to determine the issues of entitlement to attorneys' fees and costs (in accordance with the guidelines for costs set forth in the Florida Rules of Civil Procedure) and the amount to be awarded therefore, based upon the prevailing party status. Thus, after having determined entitlement based upon who is prevailing party (pursuant to applicable principles of law in the regard), the arbitrator shall determine the amount of attorney's fees to be awarded to the prevailing party. Evidence of such attorneys' fees and costs will be submitted to the arbitrator in accordance with the following procedure:~~

~~a) Within seven (7) days after the announcement by the arbitrator of the prevailing party, counsel for the prevailing party shall file with the arbitrator (and simultaneously serve upon opposing counsel) an affidavit of actual attorney's fees, setting forth the total number of attorney and paralegal hours for which recovery is sought, the hourly rates applicable thereto, and a separate affidavit of costs. The fee affidavit shall authenticate copies of all billing backup material from which such billing statements were generated, copies of all which shall be attached to such affidavits or made available for review and copying. There shall be no need to submit to expert testimony (either live or in the form of affidavits) to substantiate the amount of fees or costs sought.~~

~~b) Within seven (7) days after the submission of such attorney fee affidavit to the arbitrator, the non-prevailing party shall have the right to submit to the arbitrator a written challenge questioning any of the attorney's fees sought to be recovered by the prevailing party.~~

~~c) Either party may, within seven (7) days after the submission of such written challenge, request a hearing before the arbitrator for the purpose of oral argument.~~

~~d) Based upon the information so submitted, the arbitrator shall award attorney's fees and costs in favor of the prevailing party in an amount determined by the arbitrator to be reasonable under all of the facts and circumstances.~~

~~Notwithstanding any provision herein to the contrary, the Alternative Dispute Resolution provisions provided hereinabove and those provided in Section 12 hereinabove shall not apply to Velocity's pursuit of a legal claim and/or collection remedy resulting from Client's failure to pay Velocity in accordance with the terms and conditions herein.~~

12Aiii.

RIVERWOOD WESTSIDE PARKING LOT

RESTORATION PROJECT



INSPECTION OF PARKING LOT ISLAND

DEFECTIVE AREAS: BOTH SAFETY AND AESTHETIC ISSUES

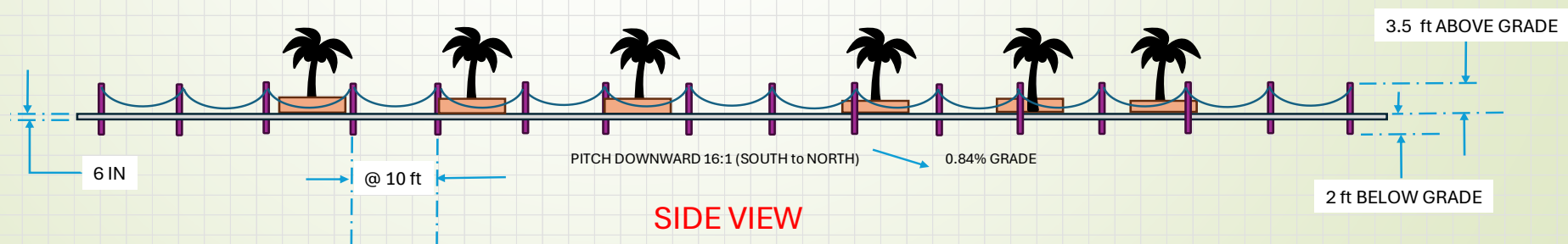
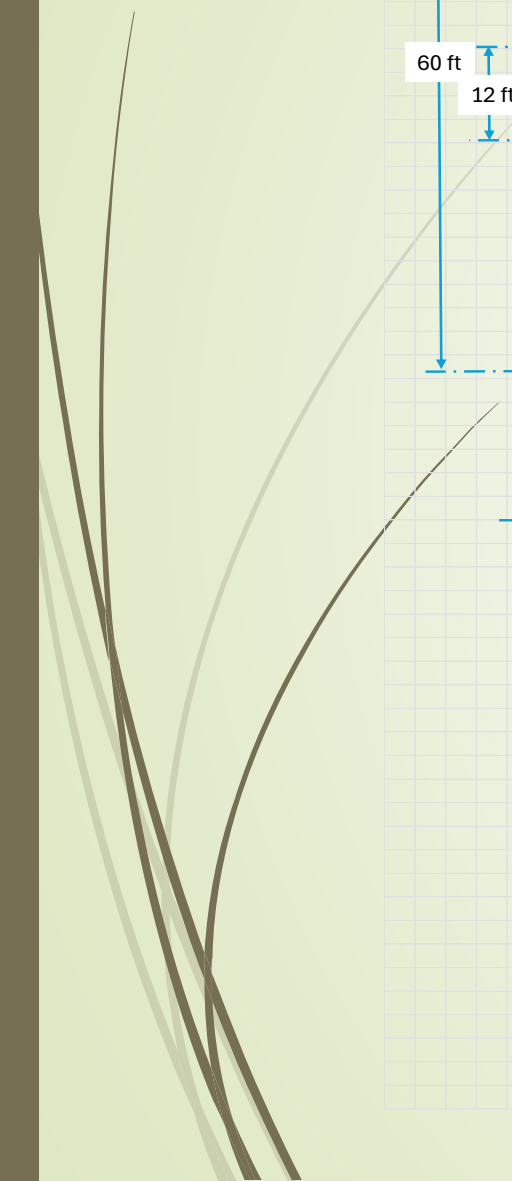
- 1) ELECTRICAL – OUTLETS NOT SECURED AND EXPOSED TO THE ELEMENTS (6)
- 2) LANDSCAPE - RIVER ROCK DEBRIS IMPEDING WATER DRAINAGE
- 3) CONCRETE – INEFFICIENT GUTTERS, DAMAGED CURBS
- 4) SAFETY – WEATHER ERODED AND DAMAGED FENCES
- 5) ASPHALT – UNEVEN AND SLOWLY DETERIORATING

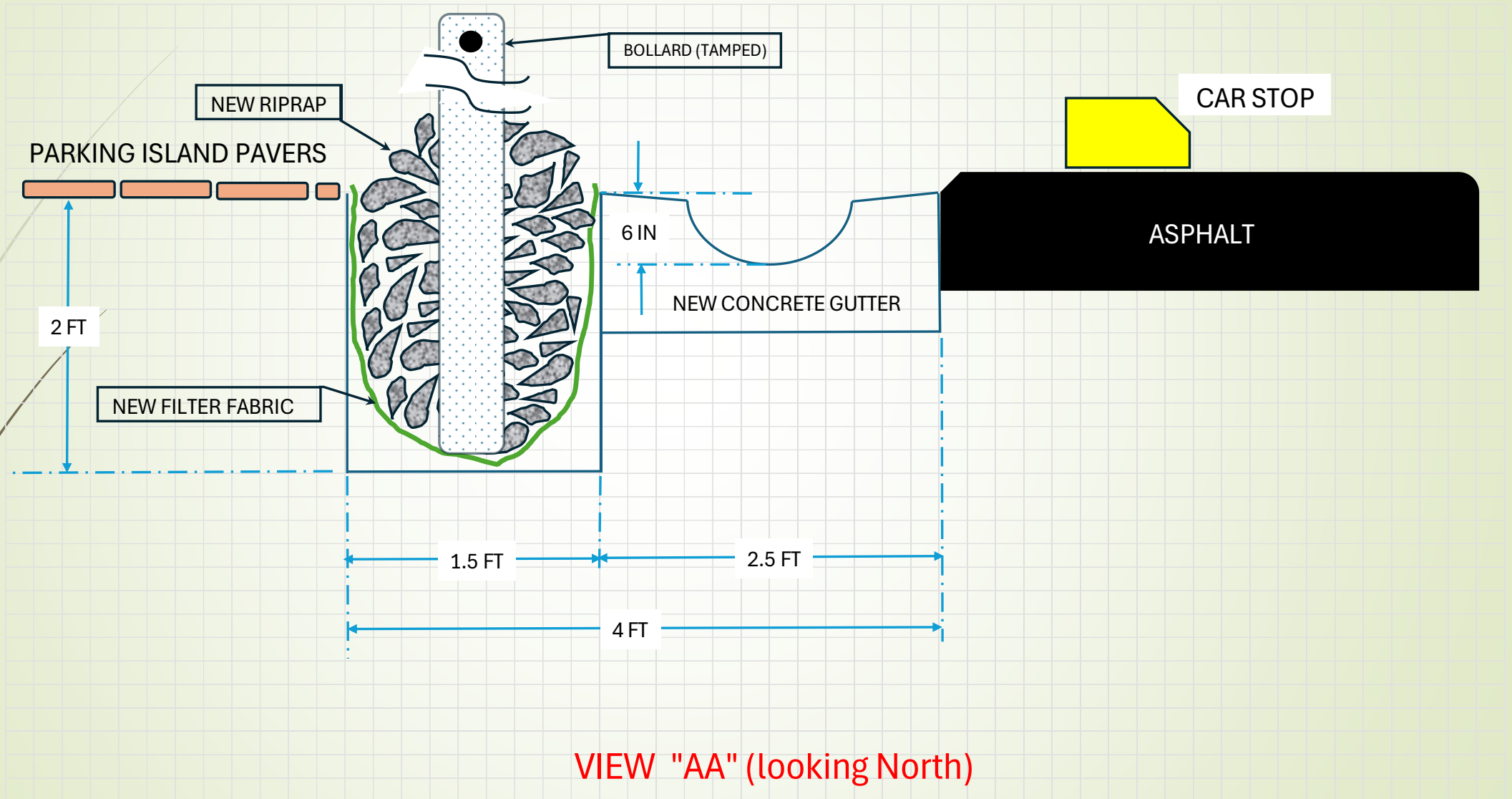


PROJECT REVIEW AND SUGGESTIONS

► ORDER OF PRIORITY

- 1) ELECTRICAL – REPAIR ALL OUTLETS TO BE COMPLIANT WITH CODE
 - a. Hire Electrical Contractor to replace and elevate six outlets
- 2) LANDSCAPE - REMOVAL of ALL ISLAND RIVER ROCK AND DEBRIS
 - a. Hire backhoe contractor to remove a 2-ft depth of existing river rock and bed
 - b. Recycle river rock to adjacent landscaping to prevent storm water from forcing mulch and foreign debris into drainage system
 - c. Sinking of south end paving blocks (not level)
- 3) CONCRETE – REMOVE & REPLACE EXISTING GUTTERS, DAMAGED CURBS
 - a. Add new (raised) curbing between palm trees and drainage gutter
- 4) SAFETY – REPLACE ALL ISLAND FENCING
 - a. Install bollards (with decorative covers) and connecting manila rope
- 5) ASPHALT – MILL AND RESURFACE ENTIRE WEST LOT (if time allows)
 - a. Request Resident Engr. to prepare an RFP
 - b. SOW to include remove/re-install car stops & restripe, accordingly
- 6) GOAL - COMPLETE PROJECT NO LATER THEN OCTOBER 31st





PROJECT OPTIONS

After reviewing the proposals and meeting on site with the Riverwood Manager the following alternatives were discussed and may be necessary to make the October deadline:

- 1) Cleanout half the river rock, from the north end to the middle of island and install filter fabric with riprap, then evaluate the flow of storm waters. Simultaneously install bollards with covers.
- 2) If step 1 proves to be a success, then move forward and resurface parking lot
- 3) If step 1 is unsuccessful then continue to cleanout the south end, from the middle of island with new fencing, filter fabric and riprap.
- 4) When all the island gutter is restored and water flow controlled, finish landscape restoration around island palm trees and add more river rock to impede storm water debris flowing into new gutters.
- 5) Reschedule asphalt milling and resurfacing for 2026. Possibly include Fairview Lakes in RFP.

Fourteenth Order of Business

14Ai.

RIVERWOOD CDD

July Monthly Client Report

August 19th, 2025



Florida Utility Solutions, Inc

Summary

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

Items Requiring Approval

We would ask your consideration and approval of the following:

Request	Impact	Est. Cost

Operations

- **Compliance**

All Wastewater Plant requirements were met.

All Water distribution requirements were met.

- **Reuse Pump Station Status:**

Reuse pump system has worked as intended.

- **Performance metrics:**

Wastewater Treatment Plant

- 6.214 million gals of wastewater received in July

Water Treatment

- 3.421 million gals of water metered at Riseley Ave between 6/23/25-7/23/25
- 3.467 million gals of water billed from CCU between 6/23/25-7/23/25
- 43 thousand gals of water metered at Proude St. between 6/23/25-7/23/25
- 43 thousand gals of water billed from CCU between 6/23/25-7/23/25

Reuse

- Received from Charlotte County Utilities- 16.926 MG of reuse
- 3.437 million gals of reuse produced by Riverwood discharged into the pond
- Irrigation pump station pumped 27.746 MG gallons

Performance Metrics	Current Month July 2025	Prior Month June 2025	Prior Year July 2024
Wastewater treated	6,214,000	6,219,000	3,644,000
Sludge produced and disposed	0	0	48,000
Reclaimed Water Produced (irrigation)	27,746,000	23,309,000	24,975,000
Number of line breaks	0	0	0
Hydrants flushed	8	8	21
Valves Exercised	7	7	12
Meters Read	1,134	1,134	1,134
Consumables	Current Month	Prior Month	Prior Year
Chlorine Usage - WWTP	2,051	2,146	4,209
Chlorine Usage – Irrigation	0	0	431

Maintenance and Repair

- Replaced influent flow meter. Previous meter not able to calibrate.
- Replaced float at lift station 9.
- Replaced radio at lift station 8.
- Upgraded Scada to totalize flow and include analytics.
- Replace ultrasonic level sensor in transfer tank and program to Scada.
- Installed new Gound Monitoring Wells per permit requirements.
- Replace sensor on chlorine analyzer.

Preventive Maintenance

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

Water Meters –

- Meters raised – 0
- Meters to be raised – 0
- Zero Usage Total- NA

Health & Safety

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

Personnel

- Mitch Gilbert – Florida Utility Solutions - Manager
- Taran Brown Jr., Marcos Benavidez– certified operators
- Florida Utility Solutions rotates service technician weekly at Riverwood
- Alana Faircloth & Maribeth Richards – compliance and clerical/administrative
- Matt Gillispie-Utility Manager

Community Involvement

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

Hydroguard Flushing Update

Location	# times Flushed	Gallons Flushed July	Gallons Flushed June
S. Silver Lakes CT	12	40,400	42,400
N. Silver Lake CT	12	26,700	28,100
Club Drive	12	95,700	86,000
Scrub Jay CT.	12	103,325	47,713
Creekside Lane	12	82,286	74,507
North Marsh Dr.	12	89,571	251,666
Mill Creek	12	195,400	148,500
Preserve Ct.	12	180,900	69,700
Total Flushed		814,282	748,586

5

DAYS	CCU Drinking Water Meter Reads						July 1, 2025					
	Meter Reading	Flow Mgd	Meter Reading High	Flow Mdg	Meter Reading Low	Flow Mgd	Remote CI2	Riseley CI2	Proude CI2	Riseley PSI	Proude PSI	
	Riseley Ave.		Proude St.					Proude St.				
1	139401530	0.099	21583830	0.00000	11318497	0.00101	1.3	3	3	60	70	
2	139500700	0.130	21583830	0.00033	11319502	0.00435	2.2	3	3	70	73	
3	139630632	0.084	21584159	0.00000	11323851	0.00104	2.8	3	3	70	70	
4	139714686	0.140	21584159	0.00038	11324894	0.00274	1.3	3	3	70	70	
5	139855131	0.085	21584536	0.00000	11327634	0.00086	1.1	3	3	65	67	
6	139939668	0.101	21584536	0.00000	11328497	0.00022	1	3	3	67	65	
7	140040425	0.130	21584536	0.00002	11328719	0.00086	1.2	3	3	60	62	
8	140170079	0.087	21584560	0.00002	11329581	0.00043	4	3	3	68	66	
9	140257396	0.184	21584584	0.00005	11330011	0.00265	4.2	3	3	67	65	
10	140441359	0.085	21584632	0.00000	11332659	0.00005	4.4	3	3	66	67	
11	140526584	0.152	21584632	0.00005	11332705	0.00183	2.2	3	3	68	70	
12	140678171	0.096	21584680	0.00000	11334538	0.00058	2.4	3	3	68	70	
13	140774460	0.109	21584680	0.00000	11335122	0.00035	3.2	3	3	67	69	
14	140883200	0.131	21584680	0.00000	11335469	0.00059	2.6	3	3	68	70	
15	141013782	0.080	21584680	0.00001	11336063	0.00165	2.2	3	3	64	66	
16	141093992	0.138	21584688	0.00002	11337713	0.00142	2.4	3	3	67	69	
17	141231668	0.086	21584711	0.00003	11339132	0.00153	3.6	3	3	68	70	
18	141317846	0.071	21584736	0.00000	11340660	0.00122	4.2	3	3	69	71	
19	141388893	0.095	21584736	0.00016	11341882	0.00140	3.4	3	3	68	70	
20	141483890	0.038	21584894	0.00000	11343279	0.00135	3.6	3	3	66	68	
21	141521912	0.295	21584622	0.00012	11344626	0.00019	4	3	3	66	68	
22	141817063	0.105	21584744	0.00000	11344813	0.00044	4.2	3	3	68	70	
23	141921828	0.172	21584744	0.00001	11345257	0.00241	3.2	3	3	68	70	
24	142093939	0.107	21584752	0.00004	11347664	0.00079	2.8	3	3	68	70	
25	142200892	0.152	21584792	0.00003	11348452	0.00068	3.8	3	3	67	69	
26	142352804	0.067	21584825	0.00004	11349128	0.00966	3.4	3	3	66	68	
27	142419975	0.113	21584866	0.00006	11358789	0.00000	3.2	3	3	68	70	
28	142533453	0.145	21584925	0.00004	11350371	0.00351	2.8	3	3	67	69	
29	142678456	0.103	21584969	0.00001	11353884	0.00244	3	3	3	66	68	
30	142781624	0.140	21584977	0.00018	11356320	0.00411	3.4	3	3	66	69	
31	142921217		21585153		11360429							
	AVERAGE	0.117		0.00005		0.00168	3.6	3.0	3.0	66.9	68.6	
	TOTAL FLOW	3.520		0.00160		0.05035						
	MAX	0.295		0.00038		0.00966	4.4	3	3	70	73	
	MIN	0.038		0.00000		0.00000	1	3	3	60	62	
			Total Riseley and Proude Flow				3.6	MG				

14Ei

RIVERWOOD CDD FINANCIAL REPORT

July 31, 2025

<u>Cash Balances</u>	<u>July 25</u>	<u>June 25</u>
Operating Account	\$3,206,411	\$3,490,944
Money Market	\$4,135,232	\$4,121,235
Govt. Obligation Fund	<u>\$555,784</u>	<u>\$549,719</u>
Total	<u><u>\$7,897,427</u></u>	<u><u>\$8,161,898</u></u>

Current Revenues/Expenses - YTD 10 Months Ending July 31, 2025

<i>General Fund:</i>	Tax Revenues - 100% collected		
	Operating Expenses \$178,405 over budget through July 31, 2025 11%		
	No significant budget variances		
<i>Enterprise Fund:</i>	Revenues	\$1,901,420	5.4% over budget
	Expenses	<u>\$1,917,086</u>	18.4% under budget
	Net	(\$15,666)	over budget

Overall - All Funds on Budget as of July 31, 2025

Reserve Accounts

Fully funded through July per Budget

Current Balances:

Enterprise Fund:	Water	\$437,309	
	Sewer	\$1,778,801	
	Irrigation	\$514,229	
	Underground	<u>\$260,890</u>	<u>\$2,991,229</u>
General Fund:	Environ.	\$738,039	
	Activity Ctr.	\$689,531	
	Roads	\$914,768	
	RV Park	<u>\$116,045</u>	<u>\$2,458,383</u>

Action Points

Storm Water System Project - Contingency