Riverwalk Community Development District

Meeting Agenda

May 15, 2024

AGENDA

Community Development District

219 East Livingston Street, Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

May 8, 2024

Board of Supervisors Riverwalk Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of Riverwalk Community Development District will be held on Wednesday, May 15, 2024 at 3:30 PM at 219 E. Livingston Street, Orlando, FL 32801. Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes of the May 1, 2024 Board of Supervisors Meeting
- 4. Consideration of Resolution 2024-03 Approving a Proposed Fiscal Year 2025 Budget and Setting a Public Hearing
- 5. Consideration of Disclosure of Public Finance
- 6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Updated Meeting Location
 - iv. Designation of November 5, 2024 as Landowners' Meeting Date
- 7. Field Manager's Report
 - A. Presentation of Landscape Maintenance RFP Scope of Work and Map
 - B. Consideration of Landscape Maintenance Proposal from Exclusive Landscaping
 - C. Consideration of Amended Fountain Maintenance Contract from Cascade
- 8. Other Business
- 9. Supervisor's Requests
- 10. Adjournment

Sincerely,

George S. Flint

George S. Flint District Manager

MINUTES

MINUTES OF MEETING RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

The special meeting of the Board of Supervisors of the Riverwalk Community Development District was held Wednesday, **May 1, 2024** at 3:30 p.m. at 219 E Livingston St, Orlando, Florida.

Present and constituting a quorum:

Chris Wrenn Chairman
Eric Baker Vice Chairman
Mary Burns Assistant Secretary

Also present were:

George Flint District Manager, GMS

Jarrett Wright by phoneField ManagerTucker Mackie by phoneDistrict CounselRyan DuganDistrict CounselJohn TownsendDistrict Engineer

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order and called the roll. Three Board members were present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

Approval of Minutes of the March 20, 2024 Board of Supervisors Meeting

Mr. Flint presented the minutes from the March 20, 2024 meeting and asked the Board for any comments, corrections, or questions. There being none, there was a motion of approval.

May 1, 2024 Riverwalk CDD

On MOTION by Mr. Baker, seconded by Ms. Burns, with all in favor, the Minutes of the March 20, 2024 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Financing Matters

A. Consideration of Resolution 2024-02 Supplemental Assessment Resolution

Mr. Flint stated that the underwriter has priced the bonds, and they have a closing date scheduled for May 8th. They went through an assessment process to place a master lien. He explained that this resolution is approving the final form of the Supplemental Assessment Methodology, which reflects the actual terms of the bond issue.

Mr. Dugan explained that this resolution is finalizing the assessments based on what actually happened with the bonds. He further explained that the exhibits would lay forth the engineer's reports that are used for the assessments and also the key terms for the bonds that are used to finalize the assessment roll. He was happy to answer any questions.

On MOTION by Mr. Wrenn, seconded by Mr. Baker, with all in favor, Resolution 2024-02 Supplemental Assessment Resolution, was approved.

B. Consideration of Post Issuance Compliance and Remedial Action Procedures

Mr. Dugan explained that the federal tax law has restrictions on how bond funds are used trying to address private use of bond funds. After explaining the post issuance compliance and remedial action procedures, Mr. Dugan stated that he would be happy to answer any questions.

On MOTION by Mr. Wrenn, seconded by Mr. Baker, with all in favor, the Post Issuance Compliance and Remedial Action Procedures, was approved.

C. Ratification of Acquisition of Completed Improvements

- i. Riverwalk Phase 1A Utility Improvements
- ii. Riverwalk Phase 1A Roads and Stormwater Improvements
- iii. Riverwalk Phase 1C Utility Improvements
- iv. Riverwalk Phase 1C Roads and Stormwater Improvements
- v. Econlockhatchee Trail Segment E2 Phase 1 Utility Improvements
- vi. Econlockhatchee Trail Segment E2 Phase 2A Utility Improvements
- vii. Econlockhatchee Trail Segment E2 Phase 2B Utility Improvements

May 1, 2024 Riverwalk CDD

Mr. Dugan stated the agenda package included all of the acquisition binders that have been put together and reviewed by District staff. He explained that this is for this District's acquisition of completed improvements that were constructed by the developer pursuant to the Acquisition Agreement that they already have in place. The total amount from all these different acquisitions from the various phases is approximately \$14,400,000, which doesn't include certain retainage amounts that are noted in the documents. The District staff has reviewed the supporting documents and confirmed that they meet the terms of the Acquisition Agreement.

On MOTION by Mr. Wrenn, seconded by Mr. Baker, with all in favor, the Acquisition of Completed Improvements, was ratified.

FIFTH ORDER OF BUSINESS

Consideration of Requisition #1 for Series 2024 Project to Pulte Home Company, LLC

Mr. Dugan explained that there is a process in the indenture for requesting bonds funds from the trustee. He further explained that this Requisition #1 is based on the form that is filled in to correspond with the improvements that were just acquired. He noted that the improvements acquired exceed the amount of available bond funds by approximately \$10,000,000. He was happy to answer any questions. He stated that they were asking the Board to approve Requisition #1 for the \$4,900,000 that will be available after closing on May 8th.

On MOTION by Mr. Wrenn, seconded by Mr. Baker, with all in favor, Requisition #1 for Series 2024 Project to Pulte Home Company, LLC, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Agreement between the District and Disclosure Technology Services, LLC, for Disclosure Dissemination Support Services

Mr. Flint noted that DTS provides a software that facilitates the reporting that is required on the Continuing Disclosure Agreement. He explained that this software basically works in conjunction with the CDD as dissemination agent and facilitates the developer being able to do their quarterly and annual reports more easily. He added that it was something the underwriter,

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May 1, 2024 Riverwalk CDD

FMS, has requested that all the Districts utilized. The cost in the first year is covered in the cost of issuance.

On MOTION by Mr. Baker, seconded by Mr. Wrenn, with all in favor, the Agreement between the District and Disclosure Technology Services, LLC, for Disclosure Dissemination Support Services, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Dugan had nothing further to report.

B. Engineer

Mr. Townsend had nothing for the Board.

C. District Manager's Report

i. Presentation of Number of Registered Voters: 0

Mr. Flint stated that there was currently no registered voters in the community.

EIGHTH ORDER OF BUSINESS

Field Manager's Report

Mr. Wright deferred the Field Manger's report to the May 15th meeting.

NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Wrenn, seconded by Mr. Baker, with all in favor, the meeting was adjourned.

| May 1, 2024 | Riverwalk CDI |
|-------------------------------|------------------------|
| | |
| Secretary/Assistant Secretary | Chairman/Vice Chairman |

SECTION 4

RESOLUTION 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWALK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Riverwalk Community Development District ("District") a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"); and

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

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: August 21, 2024

HOUR: 3:30 PM

LOCATION: 219 East Livingston Street,

Orlando, Florida 32801

- 3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Polk County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15th DAY OF MAY 2024.

| ATTEST: | RIVERWALK COMMUNITY |
|-----------|----------------------|
| | DEVELOPMENT DISTRICT |
| | |
| | By: |
| Secretary | lts: |

Exhibit A

Riverwalk

Community Development District

Proposed Budget FY2025



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Community Development District

Proposed Budget General Fund

| Description | Adopted Budget FY2024 | | Actuals Thru 3/31/24 | | Projected Next 6 Months | | Projected Thru 9/30/24 | | Proposed Budget FY2025 | |
|-----------------------------------|-----------------------------|----|----------------------------|----|-------------------------------|----|------------------------------|----|------------------------------|--|
| Revenues | | | | | | | | | | |
| Assessments - Tax | \$ 103,761 | \$ | 106,533 | \$ | - | \$ | 106,533 | \$ | 253,134 | |
| Assessments - Direct | \$ 149,441 | \$ | 112,081 | \$ | 37,360 | \$ | 149,441 | \$ | - | |
| Developer Contributions | \$ 107,133 | \$ | 22,538 | \$ | 20,728 | \$ | 43,266 | \$ | 243,966 | |
| Total Revenues | \$ 360,335 | \$ | 241,151 | \$ | 58,089 | \$ | 299,239 | \$ | 497,100 | |
| Expenditures | | | | | | | | | | |
| General & Administrative | | | | | | | | | | |
| Supervisor Fees | \$ 12,000 | \$ | - | \$ | 6,000 | \$ | 6,000 | \$ | 12,000 | |
| FICA Expense | \$ 918 | \$ | - | \$ | 459 | \$ | 459 | \$ | 918 | |
| Engineering | \$ 13,000 | \$ | 2,029 | \$ | 6,500 | \$ | 8,529 | \$ | 13,000 | |
| Attorney | \$ 25,000 | \$ | 5,270 | \$ | 6,000 | \$ | 11,270 | \$ | 25,000 | |
| Annual Audit | \$ 4,000 | \$ | - | \$ | 4,000 | \$ | 4,000 | \$ | 4,000 | |
| Assessment Administration | \$ 5,000 | \$ | 5,000 | \$ | - | \$ | 5,000 | \$ | 5,250 | |
| Arbitrage | \$ 450 | \$ | - | \$ | - | \$ | - | \$ | 450 | |
| Dissemination | \$ 5,000 | \$ | - | \$ | - | \$ | - | \$ | 5,000 | |
| Trustee Fees | \$ 4,042 | \$ | - | \$ | - | \$ | - | \$ | 4,042 | |
| Management Fees | \$ 40,000 | \$ | 20,000 | \$ | 20,000 | \$ | 40,000 | \$ | 42,500 | |
| Information Technology | \$ 1,800 | \$ | 900 | \$ | 900 | \$ | 1,800 | \$ | 1,890 | |
| Website Maintenance | \$ 1,200 | \$ | 600 | \$ | 600 | \$ | 1,200 | \$ | 1,260 | |
| Telephone | \$ 300 | \$ | - | \$ | 150 | \$ | 150 | \$ | 300 | |
| Postage & Delivery | \$ 1,000 | \$ | 16 | \$ | 100 | \$ | 116 | \$ | 1,000 | |
| Insurance | \$ 5,500 | \$ | 5,200 | \$ | - | \$ | 5,200 | \$ | 5,775 | |
| Copies | \$ 500 | \$ | - | \$ | 100 | \$ | 100 | \$ | 500 | |
| Legal Advertising | \$ 10,000 | \$ | - | \$ | 5,000 | \$ | 5,000 | \$ | 10,000 | |
| Contingencies | \$ 2,500 | \$ | 250 | \$ | 300 | \$ | 550 | \$ | 2,500 | |
| Office Supplies | \$ 250 | \$ | 1 | \$ | 100 | \$ | 101 | \$ | 250 | |
| Travel Per Diem | \$ 500 | \$ | - | \$ | 250 | \$ | 250 | \$ | 500 | |
| Dues, Licenses & Subscriptions | \$ 175 | \$ | 175 | \$ | - | \$ | 175 | \$ | 175 | |
| Total Administrative Expenditures | \$ 133,135 | \$ | 39,441 | \$ | 50,459 | \$ | 89,900 | \$ | 136,310 | |

Community Development District

Proposed Budget General Fund

| Description | Adopted Budget FY2024 | | Actuals Thru 3/31/24 | | Projected Next 6 Months | | Projected Thru 9/30/24 | | Proposed Budget FY2025 | |
|--------------------------------|-----------------------------|----|----------------------------|----|-------------------------------|----|------------------------------|----|------------------------------|--|
| | | | | | | | | | | |
| <u>Field Operations</u> | | | | | | | | | | |
| Field Management | \$ 15,000 | \$ | 7,500 | \$ | 7,500 | \$ | 15,000 | \$ | 15,750 | |
| Property Insurance | \$ 8,000 | \$ | - | \$ | 8,000 | \$ | 8,000 | \$ | 8,000 | |
| Electric | \$ 2,500 | \$ | 46,311 | \$ | 48,000 | \$ | 94,311 | \$ | 25,000 | |
| Electric - Fountain | \$ - | \$ | - | \$ | - | \$ | - | \$ | 71,040 | |
| Streetlights | \$ 54,000 | \$ | 6,963 | \$ | 6,966 | \$ | 13,929 | \$ | 54,000 | |
| Water & Sewer | \$ 9,500 | \$ | - | \$ | 4,750 | \$ | 4,750 | \$ | 9,500 | |
| Landscape Maintenance | \$ 85,000 | \$ | - | \$ | 42,500 | \$ | 42,500 | \$ | 97,000 | |
| Landscape Contingencies | \$ 12,500 | \$ | - | \$ | 6,250 | \$ | 6,250 | \$ | 20,000 | |
| Irrigation Repairs | \$ 5,500 | \$ | - | \$ | 2,750 | \$ | 2,750 | \$ | 5,500 | |
| Lake Maintenance | \$ 12,500 | \$ | 4,650 | \$ | 3,600 | \$ | 8,250 | \$ | 12,500 | |
| Fountain Maintenance | \$ 5,200 | \$ | 2,250 | \$ | 2,600 | \$ | 4,850 | \$ | 25,000 | |
| Repairs & Maintenance | \$ 7,500 | \$ | - | \$ | 3,750 | \$ | 3,750 | \$ | 7,500 | |
| Contingency | \$ 10,000 | \$ | - | \$ | 5,000 | \$ | 5,000 | \$ | 10,000 | |
| Total Field Expenditures | \$ 227,200 | \$ | 67,673 | \$ | 141,666 | \$ | 209,339 | \$ | 360,790 | |
| Total Expenditures | \$ 360,335 | \$ | 107,114 | \$ | 192,125 | \$ | 299,239 | \$ | 497,100 | |
| Excess Revenues/(Expenditures) | \$ (0) | \$ | 134,036 | \$ | (134,036) | \$ | - | \$ | | |

| Product Type | ERU | Assessable Units | Total ERU | Net Assessment | Net Per Unit | Gross Per Unit |
|---------------------|------|------------------|-----------|----------------|--------------|----------------|
| Townhouse | 0.4 | 64 | 25.6 | \$21,687.55 | \$338.87 | \$360.50 |
| Bundgalow - 34' | 0.68 | 140 | 95.20 | \$80,650.56 | \$576.08 | \$612.85 |
| Bundgalow - 40' | 0.8 | 17 | 13.60 | \$11,521.51 | \$677.74 | \$721.00 |
| Single Family - 50' | 1 | 102 | 102 | \$86,411.31 | \$847.17 | \$901.24 |
| Single Family - 60' | 1.2 | 52 | 62.4 | \$52,863.39 | \$1,016.60 | \$1,081.49 |
| | | 375 | 298.80 | \$253,134.32 | | |

Community Development District General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District to pay for operating expenditures during the fiscal year.

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer, Donald W. McIntosh Associates, Inc., provides general engineering services to the District, e.g., attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Kutak Rock, LLP, provides general legal services to the District, e.g., attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

<u>Annual Audit</u>

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

<u>Arbitrage</u>

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on an anticipated bond issuance.

Community Development District General Fund Budget

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost is based upon an anticipated bond issuance.

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these systems.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Telephone

Telephone and fax machine.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

<u>Insurance</u>

The District's general liability and public official's liability insurance coverages.

Copies

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Community Development District General Fund Budget

Contingencies

Bank charges and any other miscellaneous expenses incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Travel Per Diem

The Board of Supervisors can be reimbursed for travel expenditures related to the conducting of District business.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Field Expenditures:

Field Management

Represents the estimated costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. Services can include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Property Insurance

The District's estimated property insurance coverages.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Electric - Fountain

Represents current and estimated electric charges of fountain throughout the District.

| DESCRIPTION | MONTHLY AMOUNT | ANNUAL AMOUNT |
|---------------------|-------------------|------------------|
| DESCRIPTION | AMOUNT | AMOUNT |
| ELECTRIC - FOUNTAIN | \$5,920 | \$71,040 |
| ACC# 9101 5544 9819 | | |
| ACC# 9101 5545 1350 | | |
| ACC# 9101 5545 0523 | | |
| ACC# 9101 5850 7434 | | |
| ACC# 9101 5931 9733 | | |
| | TOTAL | \$71,040 |

Community Development District General Fund Budget

Streetlights

Encompasses the budgeted amount for the District's decorative light poles and fixtures in various locations.

Water & Sewer

Represents estimated costs for water and refuse services provided for common areas throughout the District.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Contingencies

Represents the estimated cost of replacing landscaping within the common areas of the District.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

Lake Maintenance

Represents the estimated costs of maintaining the lake for the District.

Fountain Maintenance

Represents the estimated costs of maintaining the fountain for the District.

Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Community Development District Proposed Budget Series 2024 Debt Service Fund

| Description | Вι | posed idget 72024 | Actuals Thru /31/24 | u Nex | | Total Thru 9/30/24 | | Proposed Budget FY2025 | |
|--------------------------------------|----|-------------------------|---------------------------|-------|---------|--------------------------|---------|------------------------------|---------|
| Revenues | | | | | | | | | |
| Special Assessments | \$ | - | \$ - | \$ | - | \$ | - | \$ | 388,740 |
| Carry Forward | \$ | - | \$ - | \$ | - | \$ | - | \$ | 149,252 |
| Total Revenues | \$ | - | \$ - | \$ | - | \$ | - | \$ | 537,992 |
| Expenditures | | | | | | | | | |
| Interest Expense - 11/1 | \$ | - | \$ - | \$ | - | \$ | - | \$ | 149,252 |
| Principal Expense - 5/1 | \$ | - | \$ - | \$ | - | \$ | - | \$ | 80,000 |
| Interest Expense - 5/1 | \$ | - | \$ - | \$ | - | \$ | - | \$ | 155,291 |
| Total Expenditures | \$ | - | \$ - | \$ | - | \$ | - | \$ | 384,543 |
| Other Financing Sources/(Uses) | | | | | | | | | |
| Bond Proceeds | \$ | - | \$ - | \$ | 343,622 | \$ | 343,622 | \$ | - |
| Total Other Financing Sources/(Uses) | \$ | - | \$ - | \$ | 343,622 | \$ | 343,622 | \$ | - |
| Excess Revenues/(Expenditures) | \$ | - | \$ - | \$ | 343,622 | \$ | 343,622 | \$ | 153,449 |

| Interest Expense 11/1/25 | \$ 153,431 |
|--------------------------|---------------|
| Total | \$ 153,431 |

| Product | Assessable Units | | Total Net Assessments | | | | | | Gross Assessmen Per Unit | |
|---------------------|------------------|----|--------------------------|----|----------|----|----------|--|-----------------------------|--|
| Townhouse | 64 | \$ | 38,271 | \$ | 597.98 | \$ | 636.15 | | | |
| Bundgalow - 34' | 140 | \$ | 111,624 | \$ | 797.31 | \$ | 848.21 | | | |
| Bundgalow - 40' | 17 | \$ | 13,554 | \$ | 797.31 | \$ | 848.21 | | | |
| Single Family - 50' | 102 | \$ | 139,779 | \$ | 1,370.38 | \$ | 1,457.85 | | | |
| Single Family - 60' | 52 | \$ | 85,512 | \$ | 1,644.46 | \$ | 1,749.42 | | | |
| | 375 | \$ | 388,740 | | | | | | | |

Community Development District Series 2024 Special Assessment Bonds Amortization Schedule

| Date | Balance | Prinicpal | | Interest | | Total |
|----------|--------------------|------------------|----|------------|----|------------|
| | | | | | | |
| | | | _ | | _ | |
| 11/01/24 | \$ 5,585,000.00 | \$ - | \$ | 149,252.15 | \$ | 149,252.15 |
| 05/01/25 | \$ 5,585,000.00 | \$ 80,000.00 | \$ | 155,291.25 | _ | |
| 11/01/25 | \$ 5,505,000.00 | \$ - | \$ | 153,431.25 | \$ | 388,722.50 |
| 05/01/26 | \$ 5,505,000.00 | \$ 80,000.00 | \$ | 153,431.25 | _ | |
| 11/01/26 | \$ 5,425,000.00 | \$ - | \$ | 151,571.25 | \$ | 385,002.50 |
| 05/01/27 | \$ 5,425,000.00 | \$ 85,000.00 | \$ | 151,571.25 | _ | |
| 11/01/27 | \$ 5,340,000.00 | \$ - | \$ | 149,595.00 | \$ | 386,166.25 |
| 05/01/28 | \$ 5,340,000.00 | \$ 90,000.00 | \$ | 149,595.00 | _ | |
| 11/01/28 | \$ 5,250,000.00 | \$ - | \$ | 147,502.50 | \$ | 387,097.50 |
| 05/01/29 | \$ 5,250,000.00 | \$ 95,000.00 | \$ | 147,502.50 | | |
| 11/01/29 | \$ 5,155,000.00 | \$ - | \$ | 145,293.75 | \$ | 387,796.25 |
| 05/01/30 | \$ 5,155,000.00 | \$ 100,000.00 | \$ | 145,293.75 | | |
| 11/01/30 | \$ 5,055,000.00 | \$ - | \$ | 142,968.75 | \$ | 388,262.50 |
| 05/01/31 | \$ 5,055,000.00 | \$ 105,000.00 | \$ | 142,968.75 | | |
| 11/01/31 | \$ 4,950,000.00 | \$ - | \$ | 140,527.50 | \$ | 388,496.25 |
| 05/01/32 | \$ 4,950,000.00 | \$ 110,000.00 | \$ | 140,527.50 | | |
| 11/01/32 | \$ 4,840,000.00 | \$ - | \$ | 137,502.50 | \$ | 388,030.00 |
| 05/01/33 | \$ 4,840,000.00 | \$ 115,000.00 | \$ | 137,502.50 | | |
| 11/01/33 | \$ 4,725,000.00 | \$ - | \$ | 134,340.00 | \$ | 386,842.50 |
| 05/01/34 | \$ 4,725,000.00 | \$ 120,000.00 | \$ | 134,340.00 | | |
| 11/01/34 | \$ 4,605,000.00 | \$ - | \$ | 131,040.00 | \$ | 385,380.00 |
| 05/01/35 | \$ 4,605,000.00 | \$ 130,000.00 | \$ | 131,040.00 | | |
| 11/01/35 | \$ 4,475,000.00 | \$ - | \$ | 127,465.00 | \$ | 388,505.00 |
| 05/01/36 | \$ 4,475,000.00 | \$ 135,000.00 | \$ | 127,465.00 | | |
| 11/01/36 | \$ 4,340,000.00 | \$ - | \$ | 123,752.50 | \$ | 386,217.50 |
| 05/01/37 | \$ 4,340,000.00 | \$ 145,000.00 | \$ | 123,752.50 | | |
| 11/01/37 | \$ 4,195,000.00 | \$ - | \$ | 119,765.00 | \$ | 388,517.50 |
| 05/01/38 | \$ 4,195,000.00 | \$ 150,000.00 | \$ | 119,765.00 | | |
| 11/01/38 | \$ 4,045,000.00 | \$ - | \$ | 115,640.00 | \$ | 385,405.00 |
| 05/01/39 | \$ 4,045,000.00 | \$ 160,000.00 | \$ | 115,640.00 | | |
| 11/01/39 | \$ 3,885,000.00 | \$ - | \$ | 111,240.00 | \$ | 386,880.00 |
| 05/01/40 | \$ 3,885,000.00 | \$ 170,000.00 | \$ | 111,240.00 | | |
| 11/01/40 | \$ 3,715,000.00 | \$ - | \$ | 106,565.00 | \$ | 387,805.00 |
| 05/01/41 | \$ 3,715,000.00 | \$ 180,000.00 | \$ | 106,565.00 | | |
| 11/01/41 | \$ 3,345,000.00 | \$ - | \$ | 101,615.00 | \$ | 388,180.00 |
| 05/01/42 | \$ 2,935,000.00 | \$ 190,000.00 | \$ | 101,615.00 | | |
| 11/01/42 | \$ 2,935,000.00 | \$ - | \$ | 96,390.00 | \$ | 388,005.00 |
| 05/01/43 | \$ 2,935,000.00 | \$ 200,000.00 | \$ | 96,390.00 | | |
| 11/01/43 | \$ 2,935,000.00 | \$ - | \$ | 90,890.00 | \$ | 387,280.00 |
| 05/01/44 | \$ 2,935,000.00 | \$ 210,000.00 | \$ | 90,890.00 | | |
| | | | | | | |

Community Development District Series 2024 Special Assessment Bonds

Amortization Schedule

| Date | | Balance | | Prinicpal | | Interest | | Total |
|------------|----|--------------|----|--------------|----|--------------|----|---------------|
| 44 /04 /44 | ф | 20250000 | ф | | ф | 05 445 00 | ф | 206 005 00 |
| 11/01/44 | \$ | 2,935,000.00 | \$ | - | \$ | 85,115.00 | \$ | 386,005.00 |
| 05/01/45 | \$ | 2,935,000.00 | \$ | 225,000.00 | \$ | 85,115.00 | | |
| 11/01/45 | \$ | 2,710,000.00 | \$ | - | \$ | 78,590.00 | \$ | 388,705.00 |
| 05/01/46 | \$ | 2,710,000.00 | \$ | 235,000.00 | \$ | 78,590.00 | | |
| 11/01/46 | \$ | 2,475,000.00 | \$ | - | \$ | 71,775.00 | \$ | 385,365.00 |
| 05/01/47 | \$ | 2,475,000.00 | \$ | 250,000.00 | \$ | 71,775.00 | | |
| 11/01/47 | \$ | 2,225,000.00 | \$ | - | \$ | 64,525.00 | \$ | 386,300.00 |
| 05/01/48 | \$ | 2,225,000.00 | \$ | 265,000.00 | \$ | 64,525.00 | | |
| 11/01/48 | \$ | 1,960,000.00 | \$ | - | \$ | 56,840.00 | \$ | 386,365.00 |
| 05/01/49 | \$ | 1,960,000.00 | \$ | 280,000.00 | \$ | 56,840.00 | | |
| 11/01/49 | \$ | 1,680,000.00 | \$ | - | \$ | 48,720.00 | \$ | 385,560.00 |
| 05/01/50 | \$ | 1,680,000.00 | \$ | 300,000.00 | \$ | 48,720.00 | | |
| 11/01/50 | \$ | 1,380,000.00 | \$ | - | \$ | 40,020.00 | \$ | 388,740.00 |
| 05/01/51 | \$ | 1,380,000.00 | \$ | 315,000.00 | \$ | 40,020.00 | | |
| 11/01/51 | \$ | 1,065,000.00 | \$ | - | \$ | 30,885.00 | \$ | 385,905.00 |
| 05/01/52 | \$ | 1,065,000.00 | \$ | 335,000.00 | \$ | 30,885.00 | | |
| 11/01/52 | \$ | 730,000.00 | \$ | - | \$ | 21,170.00 | \$ | 387,055.00 |
| 05/01/53 | \$ | 730,000.00 | \$ | 355,000.00 | \$ | 21,170.00 | \$ | - |
| 11/01/53 | \$ | 375,000.00 | \$ | - | \$ | 10,875.00 | \$ | 387,045.00 |
| 05/01/54 | \$ | 375,000.00 | \$ | 375,000.00 | \$ | 10,875.00 | \$ | 385,875.00 |
| | | | \$ | 5,585,000.00 | \$ | 6,175,763.40 | \$ | 11,760,763.40 |

SECTION 5

This instrument was prepared by:

Tucker F. Mackie, Esq. **Kutak Rock LLP**107 West College Ave

Tallahassee, Florida 32301

DISCLOSURE OF PUBLIC FINANCE

The Riverwalk Community Development District ("District") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information is provided to fulfill this statutory requirement.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent local unit of special purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 2022-44, which was enacted by the City Council of the City of Orlando, Florida, and which became effective on August 15, 2022. The District currently encompasses approximately 404.22 acres of land located entirely within the City of Orlando, Florida ("City"). The legal description of the lands encompassed within the District is attached hereto as Exhibit A. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors ("Board"), the members of which are initially elected by landowners within the District and must be at least eighteen (18) years of age, a resident of the State and a citizen of the United States. Upon the later of six (6) years after the District's establishment and the year when the District next attains at least two hundred fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen (18) years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Board members are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

For more information about the District, please visit: riverwalkcdd.com. Alternatively, please contact the District's Manager, c/o 219 East Livingston Street, Orlando, Florida 32801, telephone (407) 841-5524 ("District Office").

DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct onsite and offsite roadway improvements, potable water, sanitary sewer, reclaimed water, and stormwater management system, undergrounding of electrical, landscape and irrigation improvements, wetland mitigation, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects. On April 28, 2023, the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, entered a Final Judgment validating the District's ability to issue not to exceed \$148,500,000 in Special Assessment Bonds for infrastructure needs of the District.

Bonds & Assessments

On May 8, 2024, the District issued its \$5,585,000 Special Assessment Bonds, Series 2024 (2024 Project Area) ("Series 2024 Bonds") to finance a portion of its capital improvement plan known as the "2024 Project" ("2024 Project"). The 2024 Project includes, among other things, onsite and offsite roadway improvements, potable water, sanitary sewer, reclaimed water, and stormwater management system, described in more detail in the Engineer's Report for Capital Improvement Plan dated January 17, 2023, as supplemented by the First Supplemental Engineer's Report for Capital Improvement Program dated March 20, 2024 (together, the "Engineer's Report").

The 2024 Bonds are secured by special assessments ("Series 2024 Assessments") levied and imposed on benefitted lands within the District. The Assessments are further described in the *Master Assessment Methodology for Riverwalk Community Development District*, dated January 18, 2023, and the *Supplemental Assessment Methodology for the 2024 Project Area for Riverwalk Community Development District*, dated April 17, 2024 (together, the "Assessment Report").

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. For further information, please contact the District's Manager at 219 East Livingston Street, Orlando, Florida 32801, telephone (407) 841-5524.

Operation and Maintenance Assessments

In addition to Series 2024 Assessments, the District also imposes on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the

resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

Collection Methods

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Orange County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

For more information, please visit: http://riverwalkcdd.com. Additionally, a detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o 219 East Livingston Street, Orlando, Florida 32801, telephone (407) 841-5524. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

| WITNESS | RIVERWALK COMMUNITY DEVELOPMENT DISTRICT |
|------------------------------|--|
| By: Name: | By: Name: Title: |
| By:Name: | |
| STATE OF FLORIDA COUNTY OF | was asknowledged before me by means of \Box physical presence or \Box |
| online notarization, this da | vas acknowledged before me by means of \Box physical presence or \Box ay of, as |
| | COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this personally known to me, or produced as |
| | NOTARY PUBLIC, STATE OF FLORIDA |
| (NOTARY SEAL) | Name:(Name of Notary Public, Printed, Stamped or Typed as Commissioned) |

EXHIBIT A: Legal Description of Boundaries of District

EXHIBIT A

Legal Description of Boundaries of District

RIVERWALK TAKEDOWN 1, 2 AND 3 OVERALL PARCEL

DESCRIPTION:

That part of Sections 19, 20, 29 and 30, Township 23 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northeast corner of the Southeast 1/4 of said Section 19; thence S89°51'04"W along the North line of the South 1/2 of said Section 19 for a distance of 917.42 feet; thence departing said North line run S01°59'00"E, 65.70 feet; thence S49°18'20"E, 84.45 feet; thence S30°51'23"E, 84.45 feet; thence S12°22'44"E, 70.05 feet; thence S00°11'45"E, 69.81 feet; thence S00°07'16"E, 59.77 feet; thence S02°28'59"W, 48.45 feet; thence S06°10'45"W, 56.79 feet; thence S09°52'34"W, 52.79 feet; thence S13°34'23"W, 60.78 feet; thence S21°09'07"W, 67.56 feet; thence N66°56'51"W, 172.38 feet to a non-tangent curve concave Northwesterly having a radius of 704.00 feet and a chord bearing of S27°46'30"W; thence Southwesterly along the arc of said curve through a central angle of 17°29'20" for a distance of 214.89 feet to the point of compound curvature of a curve concave Northerly having a radius of 15.00 feet and a chord bearing of S82°30'58"W; thence Westerly along the arc of said curve through a central angle of 91°59'36" for a distance of 24.08 feet to the point of tangency; thence N51°29'14"W, 21.48 feet to the point of curvature of a curve concave Southwesterly having a radius of 351.07 feet and a chord bearing of N60°09'38"W; thence Northwesterly along the arc of said curve through a central angle of 17°20'47" for a distance of 106.29 feet to a non-tangent line; thence N15°12'38"E, 78.40 feet; thence N74°55'27"W, 59.00 feet; thence S15°12'38"W, 77.09 feet to a nontangent curve concave Southerly having a radius of 351.07 feet and a chord bearing of N84°18'45"W; thence Westerly along the arc of said curve through a central angle of 11°40'22" for a distance of 71.52 feet to the point of tangency; thence S89°51'04"W, 41.02 feet; thence S00°08'56"E, 54.00 feet; thence N89°51'04"E, 41.02 feet to the point of curvature of a curve concave Southerly having a radius of 297.07 feet and a chord bearing of S70°49'05"E; thence Easterly along the arc of said curve through a central angle of 38°39'42" for a distance of 200.45 feet to the point of tangency; thence S51°29'14"E. 89.55 feet to a non-tangent curve concave Northwesterly having a radius of 758.00 feet and a chord bearing of N34°31'21"E; thence Northeasterly along the arc of said curve through a central angle of 14°47'33" for a distance of 195.70 feet to the point of reverse curvature of a curve concave Southerly having a radius of 25.00 feet and a chord bearing of N70°05'22"E; thence Easterly along the arc of said curve through a central angle of 85°55'35" for a distance of 37.49 feet to the point of tangency; thence \$66°56'51"E, 114.12 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet and a chord bearing of \$20°20'59"E; thence Southerly along the arc of said curve through a central angle of 93°11'45" for a distance of 40.66 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 1072.00 feet and a chord bearing of S34°42'57"W; thence Southwesterly along the arc of said curve through a central angle of 16°56'07" for a distance of 316.86 feet to the point of tangency; thence S43°11'01"W, 598.96 feet to the point of curvature of a curve concave Southeasterly having a radius of 1202.00 feet and a chord bearing of S38°08'04"W; thence Southwesterly along the arc of said curve through a central angle of 10°05'52" for a distance of 211.84 feet to a non-tangent line; thence N56°54'52"W, 51.00 feet to a non-tangent curve concave Southeasterly having a radius of 1253.00 feet and a chord bearing of S24°49'03"W; thence Southwesterly along the arc of said curve through a central angle of 16°32'10" for a distance of 361.63

feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 80.00 feet and a chord bearing of S61°03'25"W; thence Southwesterly along the arc of said curve through a central angle of 89°00'53" for a distance of 124.29 feet to the point of tangency; thence N74°26'09"W, 311.32 feet; thence S15°33'51"W, 40.00 feet to a non-tangent curve concave Northerly having a radius of 1007.00 feet and a chord bearing of N68°25'16"W; thence Westerly along the arc of said curve through a central angle of 12°01'44" for a distance of 211.41 feet to a non-tangent line; thence S27°35'36"W, 126.00 feet to a non-tangent curve concave Northerly having a radius of 1133.00 feet and a chord bearing of \$68°25'16"E; thence Easterly along the arc of said curve through a central angle of 12°01'44" for a distance of 237.87 feet to the point of tangency; thence \$74°26'09"E, 57.08 feet; thence S15°27'47"E, 2326.49 feet; thence S22°49'34"W, 126.80 feet; thence S67°10'26"E, 186.33 feet; thence N89°51'04"E, 748.16 feet; thence S00°08'56"E, 667.87 feet; thence N89°51'04"E, 905.51 feet; thence N00°08'56"W, 301.30 feet; thence N78°11'59"E, 1255.44 feet; thence N56°36'26"E, 869.34 feet; thence N00°00'00"E, 1044.06 feet; thence N90°00'00"E, 660.58 feet to the Westerly limited access right-of-way line of State Road Number 417, as described in Official Records Book 4307, Page 2300, of the Public Records of Orange County, Florida; thence run the following courses and distances along said Westerly limited access right-of-way line: N25°12'52"W, 1317.80 feet; S64°47'08"W, 150.00 feet; N25°12'52"W, 200.20 feet to the point of curvature of a curve concave Northeasterly having a radius of 6029.58 feet and a chord bearing of N22°35'26"W; thence Northwesterly along the arc of said curve through a central angle of 05°14'53" for a distance of 552.28 feet to a non-tangent line; N70°02'01"E, 150.00 feet to a non-tangent curve concave Easterly having a radius of 5879.58 feet and a chord bearing of N16°13'10"W; thence Northerly along the arc of said curve through a central angle of 07°29'38" for a distance of 769.01 feet to the point of tangency; N12°28'21"W, 521.19 feet to the North line of the South 1/2 of said Section 20; thence departing said Westerly limited access right-of-way line, run S89°46'34"W along said North line, 1682.00 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average scale factor of 0.99994823, and all distances are Grid Dimensions.

The above described parcel of land contains 404.22 acres more or less when calculated in ground dimensions.

Being subject to any rights-of-way, restrictions and easements of record.

SECTION 6

SECTION C

SECTION 1

Riverwalk Community Development District

Summary of Check Register

March 1, 2024 to April 30, 2024

| Fund | Date | Check No.'s | Amount |
|--------------|---------|--------------|-----------------|
| | | | |
| General Fund | | | |
| | 3/6/24 | 64-65 | \$ 1,489.50 |
| | 3/13/24 | 66-67 | \$ 5,385.34 |
| | 3/27/24 | 68 | \$ 775.00 |
| | 4/3/24 | 69 | \$ 132.50 |
| | 4/10/24 | 70-71 | \$ 5,398.39 |
| | 4/24/24 | 72-73 | \$ 2,314.12 |
| | 4/25/24 | 74-75 | \$ 5,296.75 |
| | | Total Amount | \$ 20,791.60 |

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/08/24 PAGE 1
*** CHECK DATES 03/01/2024 - 04/30/2024 *** RIVERWALK GENERAL FUND

| *** CHECK DATES | 03/01/2024 - 04/30/2024 *** | RIVERWALK GENERAL FUND BANK A GENERAL FUND | | | |
|---------------------|---|---|--------|----------|-----------------|
| CHECK VEND# DATE | INVOICEEXPENSED TO. DATE INVOICE YRMO DPT ACCT | VENDOR NAME "# SUB SUBCLASS | STATUS | AMOUNT | CHECK AMOUNT # |
| 3/06/24 00008 | 2/28/24 17305 202402 320-5380 POND HERBICIDE FEB24 | 00-47000 | * | 775.00 | |
| | FOND HERBICIDE PEB24 | AQUATIC WEED MANAGEMENT, INC | | | 775.00 000064 |
| 3/06/24 00005 | 2/29/24 3355616 202401 310-5130 | 00-31500 | * | 714.50 | |
| | GENERAL COUNSEL JAN24 | KUTAK ROCK LLP | | | 714.50 000065 |
| 3/13/24 00001 | 3/01/24 25 202403 310-5130 | 00-34000 | * | 3,333.33 | |
| | MANAGEMENT FEES MAR24 3/01/24 25 202403 310-5130 | | * | 100.00 | |
| | WEBSITE ADMIN MAR24 3/01/24 25 202403 310-5130 | 00-35100 | * | 150.00 | |
| | INFORMATION TECH MAR24 3/01/24 25 202403 310-5130 | 00-51000 | * | .09 | |
| | OFFICE SUPPLIES MAR24 3/01/24 25 202403 310-5130 | 00-42000 | * | 1.92 | |
| | POSTAGE MAR24 3/01/24 26 202403 320-5380 | | * | 1,250.00 | |
| | FIELD MANAGEMENT MAR24 | GOVERNMENTAL MANAGEMENT SERVI | ICES | | 4,835.34 000066 |
| 3/13/24 00011 | 3/01/24 22241 202403 320-5380 | 00-46900 | | 550.00 | |
| | FOUNTAIN MAINT MAR24 | MCDONNELL CORPORATION DBA RES | SORT | | 550.00 000067 |
| 3/27/24 00008 | 3/25/24 17444 202403 320-5380 | 00-47000 | * | 775.00 | |
| | POND HERBICIDE MAR24 | AQUATIC WEED MANAGEMENT, INC | | | 775.00 000068 |
| 4/03/24 00007 | | 00-31100 | | 132.50 | |
| 1,03,21 0000, | GENERAL ENGINEERING FER | 224 | S INC | | 132 50 000069 |
| | | DONALD W. MCINTOSH ASSOCIATES | | | |
| 4/10/24 00001 | 4/01/24 27 202404 310-5130 MANAGEMENT FEES APR24 | 00-34000 | * | 3,333.33 | |
| | 4/01/24 27 202404 310-5130 WEBSITE ADMIN APR24 | | * | 100.00 | |
| | 4/01/24 27 202404 310-5130 INFORMATION TECH APR24 | 00-35100 | * | 150.00 | |
| | 4/01/24 27 202404 310-5130 OFFICE SUPPLIES APR24 | 00-51000 | * | .09 | |
| | 4/01/24 27 202404 310-5130 | | * | 1.92 | |
| | POSTAGE APR24 4/01/24 27 202404 310-5130 COPIES APR24 | 00-42500 | * | 13.05 | |

RVWK RIVERWALK CWRIGHT

| AP300R | YEAR-TO-DATE ACCOUNTS | S PAYABLE PREPAID/COMPUTER | CHECK REGISTER F | RUN 5/08/24 | PAGE | 2 |
|---------------------------------------|-----------------------|----------------------------|------------------|-------------|------|---|
| *** CHECK DATES 03/01/2024 - 04/30/20 | 24 *** RIVERWALI | K GENERAL FUND | | | | |
| | BANK A C | ENERAL FIIND | | | | |

| BANK A GENERAL FUND | | | |
|---|--------|-----------|-------------------|
| CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS | STATUS | AMOUNT | CHECK AMOUNT # |
| 4/01/24 28 202404 320-53800-34000 FIELD MANAGEMENT APR24 | * | 1,250.00 | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | 4,848.39 000070 |
| 4/10/24 00011 4/01/24 22534 202404 320-53800-46900 FOUNTAIN MAINT APR24 | * | 550.00 | |
| FOUNTAIN MAINT APR24 MCDONNELL CORPORATION DBA RESORT | | | 550.00 000071 |
| 4/24/24 00007 4/12/24 45561 202403 310-51300-31100 GENERAL ENGINEERING MAR24 | | 927.50 | |
| GENERAL ENGINEERING MAR24 DONALD W. MCINTOSH ASSOCIATES, INC. | | | 927.50 000072 |
| 4/24/24 00005 4/22/24 3381412 202403 310-51300-31500 GENERAL COUNSEL MAR24 | * | 1,386.62 | |
| GENERAL COUNSEL MARZ4 KUTAK ROCK LLP | | | 1,386.62 000073 |
| 4/25/24 00007 11/17/23 44966 202404 300-20700-10200 031 FR#1 | * | 1,192.50 | |
| 12/15/23 45084 202404 300-20700-10200 031 FR#2 | * | 440.00 | |
| 1/12/24 45196 202404 300-20700-10200 031 FR#2 | * | 265.00 | |
| 3/15/24 45431 202404 300-20700-10200 031 FR#4 | * | 1,771.25 | |
| DONALD W. MCINTOSH ASSOCIATES, INC. | | | 3,668.75 000074 |
| 4/25/24 00005 11/20/23 3311502 202404 300-20700-10200 031 FR#1 | * | 162.00 | |
| 12/22/23 3327999 202404 300-20700-10200 031 FR#2 | * | 737.00 | |
| 1/23/24 3340839 202404 300-20700-10200 031 FR#2 | * | 468.00 | |
| 2/29/24 3355617 202404 300-20700-10200 031 FR#3 | * | 261.00 | |
| V31 FR#3 KUTAK ROCK LLP | | | 1,628.00 000075 |
| TOTAL FOR BANK A | A | 20,791.60 | |
| TOTAL FOR REGIST | ΓER | 20,791.60 | |
| | | | |

RVWK RIVERWALK

CWRIGHT

SECTION 2

Community Development District

Unaudited Financial Reporting March 31, 2024



Table of Contents

| Balance Shee | 1 |
|-----------------------------|-----|
| | |
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| | |
| Capital Projects Fund | 4 |
| | |
| Month to Month | 5 |
| | |
| Assessment Receipt Schedule | 6 |

Community Development District Combined Balance Sheet March 31, 2024

| | General Fund | | | Totals Governmental Funds | |
|----------------------------------|-----------------|----|-------|------------------------------|---------|
| Assets: | | | | | |
| Cash: | | | | | |
| Operating Account | \$ 144,229 | \$ | - | \$ | 144,229 |
| Due from Developer | \$ - | \$ | 5,297 | \$ | 5,297 |
| Total Assets | \$ 144,229 | \$ | 5,297 | \$ | 149,526 |
| Liabilities: | | | | | |
| Accounts Payable | \$ 2,447 | \$ | - | \$ | 2,447 |
| Contracts Payable | \$ - | \$ | 5,297 | \$ | 5,297 |
| Total Liabilites | \$ 2,447 | \$ | 5,297 | \$ | 7,743 |
| Fund Balance: | | | | | |
| Unassigned | \$ 141,782 | \$ | - | \$ | 141,782 |
| Total Fund Balances | \$ 141,782 | \$ | - | \$ | 141,782 |
| Total Liabilities & Fund Balance | \$ 144,229 | \$ | 5,297 | \$ | 149,526 |

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2024

| | Adopted | Pror | ated Budget | | Actual | | |
|--------------------------------|---------------|------|-------------|-----|-------------|----|---------|
| | Budget | Thr | u 03/31/24 | Thr | ru 03/31/24 | V | ariance |
| Revenues: | | | | | | | |
| Assessments - Tax Roll | \$ 103,761 | \$ | 103,761 | \$ | 106,533 | \$ | 2,772 |
| Assessments - Direct | \$ 149,441 | \$ | 112,081 | \$ | 112,081 | \$ | - |
| Developer Contributions | \$ 107,133 | \$ | 22,538 | \$ | 22,538 | \$ | |
| Total Revenues | \$ 360,335 | \$ | 238,379 | \$ | 241,151 | \$ | 2,772 |
| Expenditures: | | | | | | | |
| General & Administrative: | | | | | | | |
| Supervisor Fees | \$ 12,000 | \$ | 6,000 | \$ | - | \$ | 6,000 |
| FICA Expense | \$ 918 | \$ | 459 | \$ | - | \$ | 459 |
| Engineering | \$ 13,000 | \$ | 6,500 | \$ | 2,029 | \$ | 4,471 |
| Attorney | \$ 25,000 | \$ | 12,500 | \$ | 5,270 | \$ | 7,230 |
| Audit | \$ 4,000 | \$ | - | \$ | - | \$ | |
| Assessment Administration | \$ 5,000 | \$ | 5,000 | \$ | 5,000 | \$ | |
| Arbitrage | \$ 450 | \$ | - | \$ | - | \$ | |
| Dissemination | \$ 5,000 | \$ | - | \$ | - | \$ | |
| Trustee Fees | \$ 4,042 | \$ | - | \$ | - | \$ | |
| Management Fees | \$ 40,000 | \$ | 20,000 | \$ | 20,000 | \$ | |
| Information Technology | \$ 1,800 | \$ | 900 | \$ | 900 | \$ | |
| Website Maintenance | \$ 1,200 | \$ | 600 | \$ | 600 | \$ | |
| Telephone | \$ 300 | \$ | 150 | \$ | - | \$ | 150 |
| Postage & Delivery | \$ 1,000 | \$ | 500 | \$ | 16 | \$ | 484 |
| Insurance | \$ 5,500 | \$ | 5,500 | \$ | 5,200 | \$ | 300 |
| Copies | \$ 500 | \$ | 250 | \$ | - | \$ | 250 |
| Legal Advertising | \$ 10,000 | \$ | 5,000 | \$ | - | \$ | 5,000 |
| Contingencies | \$ 2,500 | \$ | 1,250 | \$ | 250 | \$ | 1,000 |
| Office Supplies | \$ 250 | \$ | 125 | \$ | 1 | \$ | 124 |
| Travel Per Diem | \$ 500 | \$ | 250 | \$ | - | \$ | 250 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ | 175 | \$ | 175 | \$ | |
| Total General & Administrative | \$ 133,135 | \$ | 65,159 | \$ | 39,441 | \$ | 25,718 |

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2024

| | Adopted | Pror | Prorated Budget | | Actual | | |
|--------------------------------|---------------|------|-----------------|-----|------------|----|----------|
| | Budget | Thr | u 03/31/24 | Thr | u 03/31/24 | , | Variance |
| Operations & Maintenance | | | | | | | |
| Field Expenditures | | | | | | | |
| Field Management | \$ 15,000 | \$ | 7,500 | \$ | 7,500 | \$ | - |
| Property Insurance | \$ 8,000 | \$ | - | \$ | - | \$ | - |
| Electric | \$ 2,500 | \$ | 2,500 | \$ | 46,311 | \$ | (43,811) |
| Streetlights | \$ 54,000 | \$ | 27,000 | \$ | 6,963 | \$ | 20,037 |
| Water & Sewer | \$ 9,500 | \$ | 4,750 | \$ | - | \$ | 4,750 |
| Landscape Maintenance | \$ 85,000 | \$ | 42,500 | \$ | - | \$ | 42,500 |
| Landscape Contingencies | \$ 12,500 | \$ | 6,250 | \$ | - | \$ | 6,250 |
| Irrigation Repairs | \$ 5,500 | \$ | 2,750 | \$ | - | \$ | 2,750 |
| Lake Maintenance | \$ 12,500 | \$ | 6,250 | \$ | 4,650 | \$ | 1,600 |
| Fountain Maintenance | \$ 5,200 | \$ | 2,600 | \$ | 2,250 | \$ | 350 |
| Repairs & Maintenance | \$ 7,500 | \$ | 3,750 | \$ | - | \$ | 3,750 |
| Contingency | \$ 10,000 | \$ | 5,000 | \$ | - | \$ | 5,000 |
| Total Operations & Maintenance | \$ 227,200 | \$ | 110,850 | \$ | 67,673 | \$ | 43,177 |
| Total Expenditures | \$ 360,335 | \$ | 176,009 | \$ | 107,114 | \$ | 68,895 |
| Net Change in Fund Balance | \$ | | | \$ | 134,036 | | |
| Fund Balance - Beginning | \$ - | | | \$ | 7,746 | | |
| Fund Balance - Ending | \$ | | | \$ | 141,782 | | |

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2024

| | Adopted | | Prorated Budget | | Actual | | | |
|---|---------|---|-----------------|----------|---------------|---------|----------|---------|
| | Budget | | Thru (| 03/31/24 | Thru 03/31/24 | | Variance | |
| Revenues: | | | | | | | | |
| Interest | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Revenues | \$ | - | \$ | - | \$ | - | \$ | - |
| Expenditures: | | | | | | | | |
| Capital Outlay - Cost of Issuance | \$ | - | \$ | - | \$ | 340 | \$ | (340) |
| Total Expenditures | \$ | - | \$ | - | \$ | 5,637 | \$ | (5,637) |
| Excess (Deficiency) of Revenues over Expenditures | \$ | - | | | \$ | (5,637) | | |
| Other Financing Sources/(Uses): | | | | | | | | |
| Developer Advances | \$ | - | \$ | - | \$ | 5,637 | \$ | 5,637 |
| Total Other Financing Sources/(Uses) | \$ | - | \$ | - | \$ | 5,637 | \$ | 5,637 |
| Fund Balance - Beginning | \$ | - | | | \$ | - | | |
| Fund Balance - Ending | \$ | - | | | \$ | - | | |

| Control Manufactures | | | | | Commu | nity Developme Month to Mon | | | | | | | | |
|---|--------------------------------|-----------------|-----------|-----------|------------|--------------------------------|-----------|-------|------|------|------|------|------|---------|
| Accessence 1 - 13 Accessed 1 | | 0ct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
| Mathematic Mat | Revenues: | | | | | | | | | | | | | |
| Part | Assessments - Tax Roll | \$ - \$ | - \$ | 66 \$ | 105,796 \$ | - \$ | 670 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 106,533 |
| Tender Reviewed 1 1 15-96 | Assessments - Direct | \$ - \$ | 74,720 \$ | - \$ | - \$ | 37,360 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 112,081 |
| Control Manufactures | Developer Contributions | \$ 15,985 \$ | 6,553 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 22,538 |
| Supervisor Process Supervi | Total Revenues | \$ 15,985 \$ | 81,273 \$ | 66 \$ | 105,796 \$ | 37,360 \$ | 670 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 241,151 |
| Supervisor Poos | Expenditures: | | | | | | | | | | | | | |
| Refunement | General & Administrative: | | | | | | | | | | | | | |
| Majority S | Supervisor Fees | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Marting 1 10 8 1712 8 1331 8 713 8 - 8 1 8 1 8 8 1 8 8 1 8 8 1 8 1 8 1 8 | FICA Expense | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Auchi | Engineering | \$ 213 \$ | 757 \$ | - \$ | - \$ | 133 \$ | 928 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 2,029 |
| Assemble Ass | Attorney | \$ 126 \$ | 1,712 \$ | 1,331 \$ | | - \$ | 1,387 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 5,270 |
| Mathage | Audit | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Description | Assessment Administration | \$ 5,000 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 5,000 |
| Management S | Arbitage | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Mengement Free Information Free Informat | Dissemination | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Information S | Trustee Fees | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Webstand Maintenance | Management Fees | \$ 3,333 \$ | 3,333 \$ | 3,333 \$ | 3,333 \$ | 3,333 \$ | 3,333 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 20,000 |
| Telephone | Information Technology | \$ 150 \$ | 150 \$ | 150 \$ | 150 \$ | 150 \$ | 150 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 900 |
| Pentago Polivery | Website Maintenance | \$ 100 \$ | 100 \$ | 100 \$ | 100 \$ | 100 \$ | 100 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 600 |
| Insurance S 5,200 S S S S S S S S S | Telephone | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Copies S | Postage & Delivery | \$ 1 \$ | 5 \$ | 3 \$ | 1 \$ | 5 \$ | 2 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 16 |
| Legal Advertising S S S S S S S S S S S S S S S S S S S | Insurance | \$ 5,200 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 5,200 |
| Contingencies | Copies | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | |
| Contingencies | | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Office Supplies \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ | | \$ 38 \$ | 46 \$ | 38 \$ | 38 \$ | 48 \$ | 40 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 250 |
| Travel Per Diem | | \$ 0 \$ | 0 \$ | 0 \$ | 0 \$ | 0 \$ | 0 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 1 |
| Dues, Licenses & Subscriptions S | | | | | | | | | | | | | | |
| Pield Expenditures Pield Expenditures Pield Expenditures Pield Management Pield Expenditures Pield Management Pie | | | | | | | - \$ | | | | | | | 175 |
| Field Expenditures Field Management \$ 1,250 \$ | Total General & Administrative | \$ 14,336 \$ | 6,103 \$ | 4,955 \$ | 4,337 \$ | 3,769 \$ | 5,940 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 39,441 |
| Field Management \$ 1,250 \$ 1,2 | Operations & Maintenance | | | | | | | | | | | | | |
| Property Insurance \$. | Field Expenditures | | | | | | | | | | | | | |
| Electric \$ 5,290 \$ - \$ 5,130 \$ 13,436 \$ 11,235 \$ 11,220 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 46,311 Streetlights \$ 5,980 \$ - \$ 1,225 \$ 1,176 \$ 2,338 \$ 1,626 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | Field Management | \$ 1,250 \$ | | 1,250 \$ | 1,250 \$ | 1,250 \$ | 1,250 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 7,500 |
| Streetlights \$ 598 \$ - \$ 1,225 \$ 1,176 \$ 2,338 \$ 1,626 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 5 - | Property Insurance | \$ - \$ | | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Water & Sewer \$ < | | \$ 5,290 \$ | - \$ | 5,130 \$ | 13,436 \$ | 11,235 \$ | 11,220 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 46,311 |
| Landscape Maintenance \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | Streetlights | \$ 598 \$ | | 1,225 \$ | 1,176 \$ | 2,338 \$ | 1,626 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 6,963 |
| Landscape Contingencies \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | Water & Sewer | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Irrigation Repairs \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | Landscape Maintenance | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Lake Maintenance \$ 775 \$ | Landscape Contingencies | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Fountain Maintenance \$ - \$ - \$ 600 \$ 550 \$ 550 \$ 550 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 2,250 Repairs & Maintenance \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | Irrigation Repairs | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Repairs Maintenance \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | Lake Maintenance | \$ 775 \$ | 775 \$ | 775 \$ | 775 \$ | 775 \$ | 775 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 4,650 |
| Contingency \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | Fountain Maintenance | \$ - \$ | - \$ | 600 \$ | 550 \$ | 550 \$ | 550 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 2,250 |
| Total Operations & Maintenance \$ 7,912 \$ 2,025 \$ 8,980 \$ 17,187 \$ 16,148 \$ 15,421 \$ - \$ - \$ - \$ - \$ - \$ - \$ 67,673 | Repairs & Maintenance | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| | Contingency | \$ - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - |
| Total Expenditures \$ 22,249 \$ 8,128 \$ 13,936 \$ 21,524 \$ 19,917 \$ 21,361 \$ - \$ - \$ - \$ - \$ - \$ - \$ 107,114 | Total Operations & Maintenance | \$ 7,912 \$ | 2,025 \$ | 8,980 \$ | 17,187 \$ | 16,148 \$ | 15,421 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 67,673 |
| | Total Expenditures | \$ 22,249 \$ | 8,128 \$ | 13,936 \$ | 21,524 \$ | 19,917 \$ | 21,361 \$ | - \$ | - \$ | - \$ | - \$ | - \$ | - \$ | 107,114 |

17,444 \$

84,272 \$

(20,691) \$

- \$ 134,036

Net Change in Fund Balance

(6,264) \$

73,145 \$ (13,870) \$

Riverwalk CDD

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts Fiscal Year 2024

| Gross Assessments | \$ 110,204.31 | \$ 110,204.31 |
|-------------------|------------------|------------------|
| Net Assessments | \$ 103.592.05 | \$ 103.592.05 |

ON ROLL ASSESSMENTS

| | | | | | | | 100.00% | 100.00% |
|----------|--------------|---------------|------------------|------------|-----------|---------------|---------------|---------------|
| Date | Distribution | Gross Amount | Discount/Penalty | Commission | Interest | Net Receipts | General Fund | Total |
| 12/21/23 | 6 | \$0.00 | \$0.00 | \$0.00 | \$66.09 | \$66.09 | \$66.09 | \$66.09 |
| 01/12/24 | 7 | \$110,204.31 | (\$4,407.97) | \$0.00 | \$0.00 | \$105,796.34 | \$105,796.34 | \$105,796.34 |
| 03/13/24 | 9 | \$0.00 | \$0.00 | \$0.00 | \$670.28 | \$670.28 | \$670.28 | \$670.28 |
| | | | | | | | | |
| | TOTAL | \$ 110,204.31 | \$ (4,407.97) | \$ - | \$ 736.37 | \$ 106,532.71 | \$ 106,532.71 | \$ 106,532.71 |

| 103% | Net Percent Collected |
|--------------|---------------------------|
| \$ - Bala | ance Remaining to Collect |

Direct Bill Assessments

| Beachline North R | esidential, LLC | | | | |
|-------------------|-----------------|-----------------|--------------------------------|---------------|---------------|
| 2024-01 | 2024-01 | | Gross Assessments \$158,979.50 | | \$158,979.50 |
| | | Net Assessments | | \$149,440.73 | \$149,440.73 |
| | | | | 100% | 100% |
| Date | Due | Check | Net | Amount | 0 & M |
| Received | Date | Number | Assessed | Received | |
| | | | | | |
| 11/17/23 | 12/1/23 | 95021978 | \$74,720.37 | \$74,720.37 | \$74,720.37 |
| 1/31/24 | 2/1/24 | 95023635 | \$37,360.18 | \$37,360.18 | \$37,360.18 |
| | 5/1/24 | | \$37,360.18 | \$0.00 | \$0.00 |
| | | | | | |
| | | | \$ 149,440.73 | \$ 112,080.55 | \$ 112,080.55 |

SECTION 3

BOARD OF SUPERVISORS AMENDED MEETING DATES RIVERWALK COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2023/2024 [CHANGE IN MEETING LOCATION]

The Board of Supervisors of the Riverwalk Community Development District will hold their regular meetings for Fiscal Year 2023/2024 at 219 E. Livingston Street, Orlando, Florida 32801, at 3:30 p.m. unless otherwise indicated as follows:

May 15, 2024 June 19, 2024 July 17, 2024 August 21, 2024 September 18, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from the District Manager, Governmental Management Services – Central Florida, LLC or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC

SECTION 4

INSTRUCTIONS

At the Board meeting, when the landowner's election is announced, instructions on how landowners may participate in the election, along with a sample proxy, shall be provided.

At a landowners meeting, landowners shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

Nominations are made from the floor.

After all nominations are made, a ballot is distributed and votes are cast

Each landowner is entitled to one vote for each acre he owns or portion of an acre.

SAMPLE AGENDA

- 1. Determination of Number of Voting Units Represented
- 2. Call to Order
- 3. Election of a Chairman for the Purpose of Conducting the Landowners Meeting
- 4. Nominations for the Position of Supervisor
- 5. Casting of Ballots
- 6. Ballot Tabulation
- 7. Landowners Ouestions and Comments
- 8. Adjournment

LANDOWNER PROXY RIVERWALK COMMUNITY DEVELOPMENT DISTRICT CITY OF ORLANDO, FLORIDA

LANDOWNERS' MEETING – November 5, 2024

| KITO TO THE ME THE SE THE SETTION CHART THE | undersigned, the te | e simple owner of the lands |
|--|-----------------------|-------------------------------------|
| described herein, hereby constitutes and appoints | l | "Proxy Holder") for and on |
| behalf of the undersigned, to vote as proxy at the mee | • | • |
| Development District to be held at 219 East Livingston | | |
| 2024, at <mark>3:30 p.m</mark> . and at any adjournments thereof, acc | • | • |
| and/or platted lots owned by the undersigned landowne | r that the undersign | ed would be entitled to vote |
| if then personally present, upon any question, propositio | n, or resolution or a | ny other matter or thing that |
| may be considered at said meeting including, but not lim | | |
| Supervisors. Said Proxy Holder may vote in accordance w | | |
| or determined at the time of solicitation of this proxy, w | hich may legally be o | considered at said meeting. |
| A control of the state of the s | | and the second of the second second |
| Any proxy heretofore given by the undersigned to | | |
| to continue in full force and effect from the date hereof | | • |
| and any adjournment or adjournments thereof, but may revocation presented at the landowners' meeting prior to | • | • |
| conferred herein. | the Proxy Holder | s exercising the voting rights |
| comerred herein. | | |
| | | |
| Printed Name of Legal Owner | | |
| • | | |
| | | |
| | | |
| Signature of Legal Owner | Date | e |
| Signature of Legal Owner | Date | e |
| | _ | |
| Signature of Legal Owner Parcel Description | Date Acreage | e Authorized Votes |
| | _ | |
| Parcel Description | <u>Acreage</u> | |
| Parcel Description | <u>Acreage</u> | |

Total Number of Authorized Votes:

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT RIVERWALK COMMUNITY DEVELOPMENT DISTRICT

CITY OF ORLANDO, FLORIDA LANDOWNERS' MEETING – November 5, 2024

For Election (5 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Riverwalk Community Development District and described as follows:

| Description See Attachment A | | | _ | · · | <u>creage</u> 04.22 | |
|---|------|-----------|------|----------|------------------------|--|
| or Attach Proxy. | | | | _ | | |
| attached hereto, do cast my votes as follows: | | | | | | |
| NAME OF CANDIDATE | | NUM | 1BEF | R OF VOT | ES | |
| 1. | | _ | | | | |
| Date: | Sigr | ned: | | | | |
| | Prin | nted Name | 6٠ | | | |

SECTION 7

Riverwalk CDD

Field Management Report



May 1st, 2024
Jarett Wright
Field Manager
GMS

Site Items

Landscaping Review

- Received landscape maintenance proposal from Exclusive Landscaping.
- Conducting weekly site reviews and will provide reports to the vendor to address any issues or deficiencies. An example report from the most recent inspection is below.
- ♣ Gathering proposals from Exclusive for replacing any dead plant material, pruning, and injecting the palm trees. Any sporadic sod areas or erosion areas on the ponds are also being addressed.







Site Items

Fountain Maintenance

- Received updated pricing from Cascade Fountains to amend current contract to include all 12 pond fountains.
- ♣ The fountain across from the Everbe sales office is currently offline. This was inspected by the vendor and was determined to be an issue with the electrical meter. Currently, working with Duke to get this resolved as quickly as possible.







Conclusion

| For any questions or comments regarding the above | e information, please contact me by phone at |
|---|--|
| 407-750-3599, or by email at jwright@gmscfl.com . | Thank you. |

Respectfully,

Jarett Wright



Site Report

18363848893

| Reference Number: 20240423-18363848893 | Form Name: Site Report |
|---|---|
| Submitter Name: Jarett Wright jwright@gmscfl.com | Date Sent on Device: Apr 23, 2024 11:39:02 AM EDT |
| Location: 11083 Vesper Alv. Orlando, FL 32829, USAApr 23, 2024 11:39:01 AM EDT [View Map] | |

NEW PAGE

District Status Review

District Riverwalk CDD

Site Inspected By

Jarett Wright - Field Manager

Issue Details

ISSUE DETAILS 1 OF 5

Issue Details

Date / Time Apr 23, 2024 11:18:00 AM EDT

Assignment Landscaper

GeoLocation 6016 Chapledale Dr, Orlando, FL 32829, USA

latitude: 28.4762445 altitude: -1.6 longitude: -81.2466361 [viewMap]

Action Item Picture





Action Item Description

Dead magnolia tree at the front entrance needs to be removed and replaced. Please provide a proposal for this and the schedule for annual replacement and flower selections.

Request Vendor Proposal

Yes

ISSUE DETAILS 2 OF 5

Issue Details

Date / Time Apr 23, 2024 11:18:00 AM EDT

Assignment Landscaper

GeoLocation 6408 Mossy Wood Ave, Orlando, FL 32829, USA

latitude: 28.4726201 altitude: -1.6999999 longitude: -81.2457801 [viewMap]

Action Item Picture







Action Item Description

Dead trees south of the monument fountain on the entrance side need to be replaced.

Request Vendor Proposal

Yes

ISSUE DETAILS 3 OF 5

Issue Details

Date / Time Apr 23, 2024 11:18:00 AM EDT

Assignment Landscaper

Site Report PAGE 2 OF 4

GeoLocation

10804 Waterwood Aly, Orlando, FL 32829, USA

latitude: 28.4723304 altitude: 0.29999998 longitude: -81.2455281 [<u>viewMap</u>]

Action Item Picture













Action Item Description

Palm tree pruning for the palms at Econlockhatchee and rising sun needs to be scheduled. Please also provide a proposal for injecting these palms, and removing the dead pine tree.

Request Vendor Proposal

No

ISSUE DETAILS 4 OF 5

Issue Details

Date / Time

Assignment

GeoLocation

Apr 23, 2024 11:18:00 AM EDT

Landscaper

10903 Vesper Aly, Orlando, FL 32829, USA

latitude: 28.4718621 altitude: -2.1 longitude: -81.2453922 [viewMap]

Action Item Picture

Site Report PAGE 3 OF 4







Action Item Description

Request Vendor Proposal

Need proposal for filling in the pond bank erosion and sodding in the damaged areas.

Yes

ISSUE DETAILS 5 OF 5

Issue Details

Date / Time

Assignment

GeoLocation

Apr 23, 2024 11:18:00 AM EDT

Landscaper

10903 Vesper Aly, Orlando, FL 32829, USA

latitude: 28.4718753 altitude: -2.1 longitude: -81.2453397 [<u>viewMap</u>]

Action Item Picture







Action Item Description

Ensure all dirt and debris is removed from the sidewalks and curbs. Also, please inspect the irrigation at the parks monument sign as there appears to be a washout.

Request Vendor Proposal

No

Site Report PAGE 4 OF 4

SECTION A

RIVERWALK CDD

LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

General Services- Component "A"

Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

- St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.
- St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

Edging

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

String Trimming

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles,and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be moved or string trimmed to the natural water's edge during every other moving cycle at minimum.

Blowing

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

Damage Prevention/Repair

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

Pruning

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

Weed Control

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

Trash Removal

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

Policing

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

Component "B" – Turf Care Program

ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control October: Heavy fall granular fertilization and broadleaf weed/disease control

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

BAHIA – Where Applicable (Irrigated areas only)

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash weeds as necessary, inspect/treat fungal activity.

Application Requirements: Fertilization

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

Insect/Disease Control

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Component "C" - Tree/Shrub Care Program

Application Schedule - Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

Application Requirements: Fertilization

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

Insect/Disease Control

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

Specialty Palms

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

Component "D" - Irrigation Maintenance

Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

Specifications

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections
 will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall
 landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A
 description of the problem, its location and estimated cost should be included. All repairs must
 be approved by the CDD representative prior to initiating any work. It is up to CDD
 management's discretion to allow contractor to proceed with repairs at an agreed threshold
 without prior approval.

Service Calls

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

Component "E" – Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be $4\frac{1}{2}$ " individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

Installation

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

Schedule

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

Trimming shall include removal of all dead fronds, loose boots and seed stalks.

Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.



SECTION B

















Welcome To Exclusive

Riverwalk CDD

Thank you in advanced for considering a partnership with Exclusive Landscaping the professionals you can count on.

We would like to take this opportunity to introduce ourselves and to present you the best option to improve your facility grounds while saving you money and time.

EXCLUSIVE LANDSCAPING GROUP INC. is a full-service landscaping company, licensed and insured in the state of Florida. We have been in business for over twelve years and continue to grow strong. Our company has served landscaping needs to both residential and commercial clients throughout Central Florida. Our most recent commercial accounts include large home subdivisions, with over 2,200 single-family homes combined. We have provided services to both the community - including recreation, common area and numerous individual homes within the community.

EXCLUSIVE LANDSCAPING GROUP INC. has earned its strong reputation in the landscaping industry thanks to the emphasis we make on the best customer service at a better than average pricing plans. We are proud to report a 99% + retention rate from our customers, well above the industry standards. The company offers competitive rates, honesty and reliable work in all areas. We take pride in our work, and it shows; our motto says it all, "**Landscaping is not just our job, it is our passion**".

We look forward to sharing with your information on how we can provide you with a superior service at a price that is competitive and fair. Please feel free to contact us at any time.

Sincerely,
Jeremy LaPaglia
Director of Operation



Transformation Plan

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. We've divided the tasks over the first 30, 60, and 90 days of service in order to provide you with a tool to monitor and measure our team's performance as we begin our partnership as your landscape maintenance service partner.

First 30 Days

- Meet with Property Manager to review 30 60 90 Day Plan
- Discuss with Property Manager our "Approach to Services" and "Service Map"
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance mowing, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- Spot treat weeds in turf areas to be reclaimed

- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Apply fertilizer to struggling shrubs throughout the property
- Begin insect and disease program on all plant material
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern





Transformation Plan

30-60 Days

- Walk property with Property Manager to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance mowing, blowing and edging

- Continue bed separation in all planting beds Retreat turf weeds
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve "curb appeal" in high profile areas

60-90 Days

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections

- Continue turf weed applications as needed
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance mowing, blowing and edging





Company Profile

EXCLUSIVE LANDSCAPING GROUP INC. is based in Orlando, Florida. The company was established in 2008, and since then it has offered complete landscaping solutions, specializing in landscaping design and maintenance.

All employees of Exclusive Landscaping Group Inc. undergo extensive background checks, receive thorough training in all aspects of the landscaping industry, and are required to meet and exceed our client's needs and expectations. Our leadership team all come with a variety of degrees and licenses to ensure we have the proper knowledge to provide the services we do.

Our Mission

EXCLUSIVE LANDSCAPING GROUP INC. is dedicated to provide quality-landscaping services. We strive to create a long-term relationships with our clients based on honesty, quality, dependability, and outstanding results. All this will help our customers and potential clientele make the right choices to meet their needs and budgets.

We accomplish this Mission through our belief in fairness, dedication, quality improvement process, and professionalism that extends to our customers and our employees





Mowing, Edging and Blowing

SPECIFICATION DETAILS | Frequency – 42 times per year



Forty-two (42) mowing cycles in a 12-month period shall take place. Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun.



Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.



Mowing to be performed weekly during the months of April through October and every other week from the months of November through March..



Mowing is done by reel, rotary or mulching mower. Mower blades are sharpened at all times and properly adjusted to provide quality cut.



Edging of all hard surfaces performed during each mowing.



Turf around sprinkler heads will be trimmed or treated with a non-selective herbicide to not intercept water output..



Edging of all planter beds during every other mowing.



In the case of fungal disease outbreaks, clippings will be collected until the disease is undetectable.



Mowing height will be according to grass type and variety.



Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by the contractor.



Isolated trees and shrubs growing in lawn areas will require mulched areas around them (minimum 2 feet diameter to avoid bark injury from mowers and filament line trimmers and to reduce root competition from grass.



Cleaning all clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Clipping will not be swept, blown or otherwise disposed of in sewer drains.



Turf & Ornamental Shrubbery Pest Control & Fertilization

SPECIFICATION DETAILS | Frequency – 4 times per year



Complete fertilizers shall be granular in composition and concern state of nitrogen in a slow or controlled released form. The ratio of nitrogen to potash will be 1:1 Complete fertilizers shall be granular in composition and contain 30% to 50% of the or 2:1 for complete fertilizer formulations.



Turf damaging insect control to be performed on a preventative and curative basis with turf fertilization applications.



Broadleaf weed control pre-emergence and post-emergence applications to be performed during all cool-season turf fertilization applications.



Fungicide applications shall be applied on an as-needed basis.



Fertilization to be performed using granular products with rich micronutrient package.



Insect control to be performed on a preventative and curative basis with turf fertilization.



Fungicide applications shall be applied on an as-needed basis.





Weed Control

SPECIFICATION DETAILS | Frequency Twice a Month



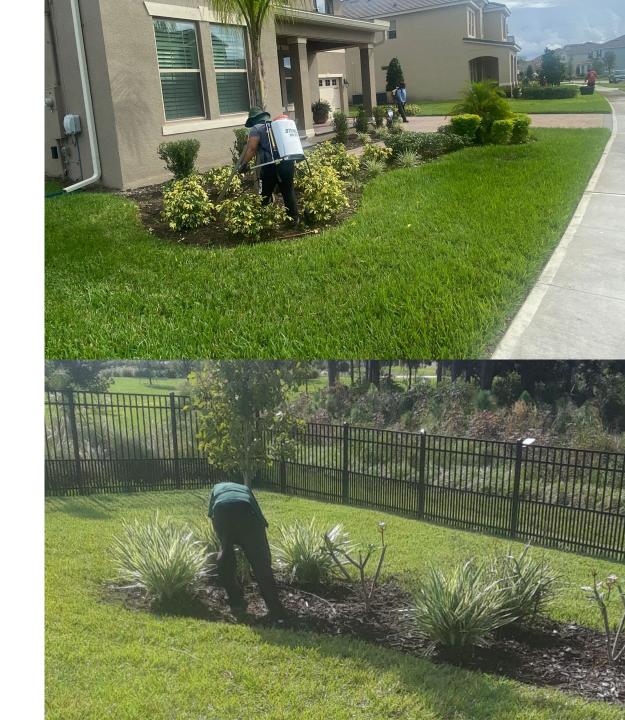
Weed control in curbs, ground between plants, joints in walks, decks and driveways will be performed using appropriate manual (hand pulling), mechanical (spin trimming) and/or chemical control (herbicide).



Herbicides may be applied for heavy weed infestations if approved by client, and it will be applied with care not to injure adjacent plants.



Weed control is expected to be performed at a frequency of two (2) times per month.





Irrigation System Inspections

SPECIFICATION DETAILS | Frequency - 12 times per year



Irrigation system inspections to be performed on a monthly basis



Activate each zone of the system.



Setting of all controllers to assure proper water management according to weather conditions and seasonal requirements and municipal guideline adherence.



Testing rain sensor when applicable.



Visually check for any damaged heads or heads needing repair.



Clean, straighten or adjust any heads not functioning properly.



Report any valve or valve box that may be damaged in any way.



Provision of monthly irrigation system inspection reports that provide detailed listing of system breakages and an accompanying estimate for the labor and materials associated with the recommended repair.



Upon receipt of written approval from the client, all system repairs will be charged at an hourly rate of \$45.00 plus parts.



Repair work caused by Exclusive Landscaping Group, Inc. in the cause of our landscape maintenance activity is the responsibility of Exclusive Landscaping Group, Inc. and will be repaired at no charge.



Exclusive Landscaping Group, Inc. assumes no liability beyond its control, disclaims any and all express or implied warranties, and is not responsible for the condition of the landscaping or irrigation system due to freeze, irrigation deficiencies, storm damage, vandalism, pedestrian or vehicle damage.



Watering Restrictions & Drought Conditions: Should the property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the services Exclusive will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and as such shall be deemed circumstances beyond its reasonable control.





Shrub, Tree Pruning & Trimming

(Under 10ft. Tall)

SPECIFICATION DETAILS | Frequency - As needed



Shrubs will be pruned with hand shears as needed to provide an informal shape, fullness, and bloom.



Pruning paint markers will not be applied



Sucker growth will be removed by hand from the base of trees.



Tree and palm tree pruning will be done as needed throughout the year and limited to branches and/or brown fronds and seed heads.



No trees under utility lines will be pruned, this is the responsibility of the respective utility company, and no pruning will be done during or immediately following growth flushes.



No green palm fronds shall be removed.



Branches will be pruned just outside the branch collar.



Removal of all generated debris from the property.





Tree, Palm Tree Pruning and Trimming

(Over 10ft. Tall)

SPECIFICATION DETAILS | Per Customer Request



Booting and trimming of all trees and palm trees over a height of 10 ft. to be performed during the months of September/October.



Trees and palm trees will be trimmed starting at a cost of \$35 to \$150 each depending on the size. Crape Myrtles pruning starting at \$15 to \$35 each to trim.



No trees under utility lines will be pruned, this is the responsibility of the respective utility company, and no pruning will be done during or immediately following growth flushes.



Removal of all generated debris from the property.



Flowers & Plants Installation

SPECIFICATION DETAILS



Installation of 4" annuals in all existing annual beds performed at quarterly intervals.

- Spring February
- Summer June
- Fall September
- Winter December



Annual rotations shall include the provision of all necessary soil amendments and potting media.



Annual flowers: Cost per unit: Between \$1.89 and \$4.50



Perennials: Cost per unit: Between \$5.00 and \$12.00



Provision of necessary maintenance rotations inclusive of fungicide and fertilization applications to be provided as needed.

REPLACEMENT OF MULCH BEDS



SPECIFICATION DETAILS | As Needed Per Customer Request



Replacement of mulch beds \$55.00 per yard



Certified playground mulch \$62 per yard.



Any additional mulch replacement out of the scope of the frequency will incur in an additional charge of \$55.00 per yard.



Recommendation 1 time per year



Other Services



SPECIFICATION DETAILS | Per Customer Approval

Works performed under this section will be completed on a time and material basis and it is not included in the contract maintenance price. Estimates for proposed work will be submitted to the proper authorizing person for approval before the extra work is started.

Example of services offered are:

- Major clean up due to storms, hurricanes, tornadoes and other Acts-of-God.
- Large tree removal and trimming.
- Installation of rain shut-off device.
- Major irrigation system modifications.
- Removal of plant material that has died due to winter freezes, floods, fire or other Actsof-God.
- Landscape additions/ renovations/ transplanting. Transplanting of existing trees will be accomplished during January/February for dormant species and April-August for palms.
- Landscape additions/ renovations/ transplanting. Transplanting of existing trees will be accomplished during January/February for dormant species and April-August for palms.
- Plant or turf replacement (not attributed to Contractor negligence).

- Maintenance of aquatic sites.
- · General hauling.
- · Interior plant maintenance.
- · Leaf pickup is an extra service.
- General clean up of areas not covered by standard contract.
- Maintenance of areas not covered by standard contract.
- Upgrades/Repairs to the irrigation system not caused during the standard ground maintenance.
- Vehicle damage to any areas not covered or covered by the standard contract.





Terms of Contract

Riverwalk CDD

The Contractor and the Client hereby promise and agree as follows:

| Services | Monthly Price | Annual Price | Unit Price |
|--|---------------|--------------|--|
| Landscaping Maintenance for Common Areas | \$6,548.08 | \$78,576.96 | |
| Fertilization/Pest Maintenance 4 time Quarterly | \$1,000.00 | \$12,000.00 | |
| Irrigation | \$500.00 | \$6,000.00 | |
| Additional Services | | \$0.00 | \$45.00 Per Hour Labor |
| Irrigation Repairs | | \$0.00 | \$45.00 Per Hour Labor + Parts Cost |
| Annuals Installation | | \$0.00 | \$1.89 Per Plant |
| Mulch Replacement | | \$0.00 | \$55.00 Per Yard |
| Total | \$8,048.08 | \$96,576.96 | |



GENERAL CONSIDERATIONS

UNIFORMS

- The Contractor's employees will, at all times, wear the company's uniform while on the Client's property.
- The Contractor's employees shall wear OSHA approved work boots at all times and OSHA approved safety apparel when conditions or the situation requires it, while on the Client's property.

SITE INSPECTIONS

• We consider a good practice to perform on a regular basis, either monthly or quarterly, scheduled site inspections between the Contractor and the Client

CLEAN UP

- All excessive trimmings and clippings and any accumulated trash, litter, and/or debris on the property will be removed and disposed of during the
 visits performed.
- Fallen limbs larger than 2" in diameter or excessive storm debris are not included in the contract. The scope of work does not cover them.
- Any trash, debris, and/or litter not generated from the detail rotation can be placed into any available trash container or receptacle on the property.

Uniform





CONSIDERATIONS FOR INSURANCE, LICENSES, PERMITS AND LIABILITY

The Contractor will carry liability amounts and workmen's compensation coverage required by law on his operators and employees. The Contractor requires same of any sub-contractors and provides proof of same to the Client. The Contractor is also responsible for obtaining any licenses and/or permits required by law for activities in Client's property. Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.

A - Situations which the Contractor may deem are his/her responsibility:

- Any damage due to operation of his equipment in performing the contract.
- Complying with all laws pertaining to protected plant species such as the mangrove.
- Damage to plant material due to improper horticultural practices.
- Improper replacement or retrofitting of irrigation system components.
- Injury to non-target organisms in application of pesticides.

B - Situations which the Contractor may deem are not his/her responsibility:

- Death or decline of plant materials due to improper selection, placement, planting, or maintenance done before the time of this contract.
- Exposed cables/wires or sprinkler components/lines normally found below the lawn's surface.
- Flooding, storm, wind or cold damages.
- Damage caused by or to any item hidden in the landscape and not clearly guarded or marked.



Florida Department of Agriculture and Consumer Services Division of Consumer Services 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

October 7, 2022

EXCLUSIVE LANDSCAPING GROUP INC 399 CENTRAL FLORIDA PKWY ORLANDO, FL 32824

SUBJECT: AGRICULTURAL DEALER LICENSE - BUYER CERTIFICATE

ISSUED TO: EXCLUSIVE LANDSCAPING GROUP INC

LICENSE #: AD2785

This buyer certificate is issued pursuant to Chapter 604, Florida Statutes. This certificate is valid only for the person and license number listed. Any changes to this certificate (such as transfer or termination of employment), must be reported to the Bureau of Compliance at 850-617-7150 immediately.

Cut Here



POST CERTIFICATE CONSPICUOUSLY

State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: AD2785

Issue Date: October 6, 2022 Expiration Date: October 13, 2023

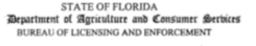
License as Dealer in Agriculture Products

Section 004.15-004.30, Florida Statutes

EXCLUSIVE LANDSCAPING GROUP INC 399 CENTRAL FLORIDA PKWY ORLANDO, FL 32824

NICOLE 'NIKKI' FRIED
COMMISSIONER OF AGRICULTURE





RENE LOPEZ
CERTIFIED PEST CONTROL OPERATOR

JF243261

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING June 1, 2021

nicole friel Signature

Tax Collector Scott Randolph **Local Business Tax Receipt** Orange County, Florida EXPIRES 9/30/2023 2022 3125-1217544 3125 LAWN CARE \$225.00 90 EMPLOYEES TOTAL TAX \$225.00 LAPAGLIA JEREMY PREVIOUSLY PAID \$225.00 TOTAL DUE \$0.00 EXCLUSIVE LANDSCAPING GROUP INC LAPAGLIA JEREMY PO BOX 420812 KISSIMMEE FL 34742 399 CENTRAL FLORIDA PKWY #A U - ORLANDO, 32824 PAID: \$225.00 0098-01053871 7/15/2022 Orange County, Florida

Tax Collector Scott Randolph Local Business Tax Receipt

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

EXPIRES 9/30/2023 3125-1217544 3125 LAWN CARE \$225.00 90 EMPLOYEES

TOTAL TAX \$225.00 PREVIOUSLY PAID \$225.00 TOTAL DUE \$0.00

399 CENTRAL FLORIDA PKWY #A U - ORLANDO, 32824

PAID: \$225.00 0098-01053871 7/15/2022

SPOLPH, TAL

EXCLUSIVE LANDSCAPING GROUP INC LAPAGLIA JEREMY

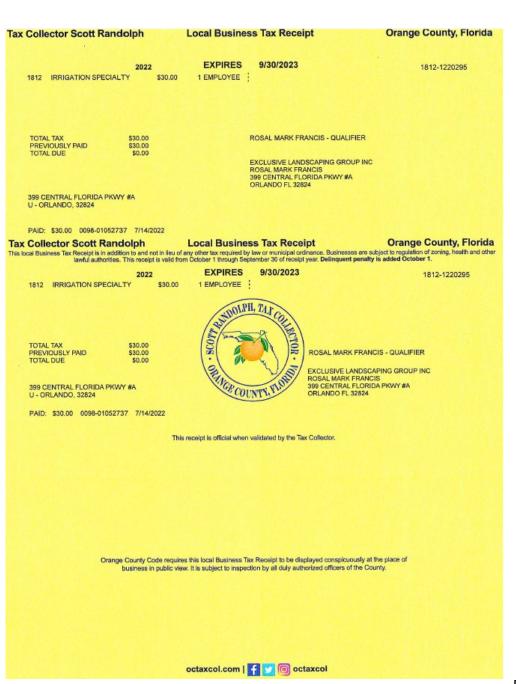
PO BOX 420812 KISSIMMEE FL 34742

LAPAGLIA JEREMY

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.



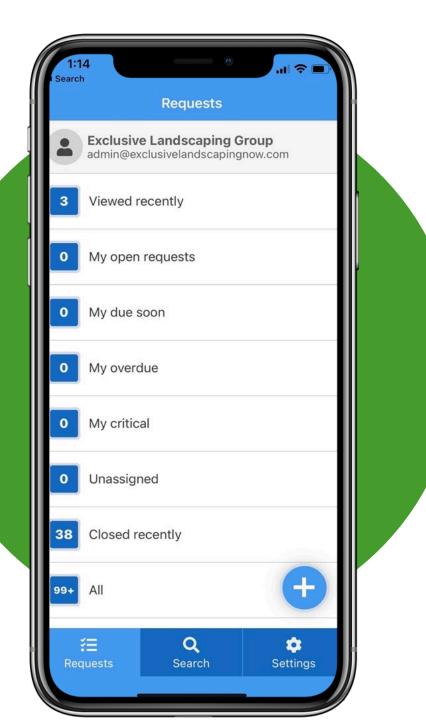




Work Order

Gridium

Community managers face a daily battle with overflowing resident requests, vendor appointments, and preventative maintenance reminders. Gridium organizes this chaos into a single, elegant interface accessible from anywhere.



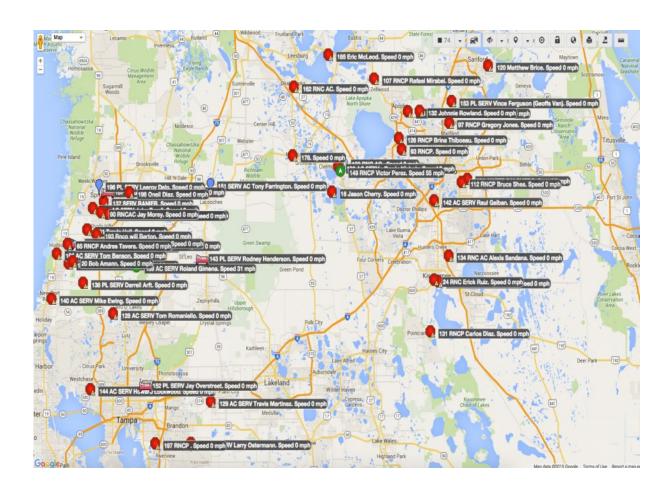




Stay Connected

The Communication Messenger allows our company to communicate with Boards and Manager. By send text/video messages, video calls, share images, documents, user locations, and other content to better stay connected with your needs.





Fleet Monitoring

We know that we can't watch everything all the time... but with our GPS fleet tracking system It will give us an overview of your entire fleet, allowing us to view where they are right now, history of where they have been, and reporting to identify and correct bad driver behavior such as unauthorized stops, excessive speeding, and idling. To best provide the most important thing safety to all.



Our Landscape design software includes the largest and best image library with over 18,000 high quality photographs of plants by climate zone, hardscapes, water features, statuary, outdoor kitchens and fireplaces, and much, much more. And of course, you can easily add your own objects to the library. The image library includes detailed information about each plant that you can provide to your customers, including both common and botanical names, climate zones, flower color, flower season, description and more.







Exclusive's Fleet

- Exclusives service vehicles will be well maintained and clean in appearance.
- Vehicles must be properly licensed and tagged, operated by licensed personnel.
- Exclusive's vehicles must operate in a safe and courteous manner while on Clients property. Pedestrians have the right of way and service vehicles are expected to yield.
- Trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner always utilizing the appropriate safety gear.













Lawn
Maintenance
Equipment





TERMS AND CONDITIONS

TERM OF THE CONTRACT:

This is a two (2) year contract effective upon the Client(s) signature. In addition, the Client may elect to extend this contract for up to twelve additional months at the same terms. Any additional or unscheduled services agreed on by Client and Contractor should be billed separately and paid for at the time of service.

CANCELLATION:

The Client may cancel this contract in writing, if the reason for cancellation is service related, by providing written notice to the Contractor via certified mail with at least 30 days notice. The Contractor asks that the Client allow the opportunity to correct the grievance prior to written communication of cancellation. If no reason for cancellation is given or the cancellation is not related to services provided, this contract cannot be cancelled until the term is completed. Monthly fees shall be due to Contractor by the end of the calendar month following the month in which such goods/services were provided. Any past due amounts shall accrue interest at 5% per month. Contractor may cancel this contract in writing if Client does not pay any amounts within 30 days after the date due. Upon any cancellation of this contract, Client shall pay Contract for the pro rata value of any complimentary goods or services provided by Contractor in the twelve (12) months prior to such cancellation date, based on the number of months since such goods/services were provided divided by 12-months, with partial months to be considered an additional month.

WELLEN DE LA LANDE DE LA DESCRIPTION DE LA DESCRIPTION DE LA LANDE DE LA LANDE



EXECUTION OF THE CONTRACT

By signing below, the undersigned parties hereby warrant that they are authorized representatives of their respective companies and that have the authority to bind their employer and/or principal..

| Client's Approval | | | | |
|-------------------|--|--|--|--|
| Signed by: | | | | |
| Printed Name: | | | | |
| Company: | | | | |
| Date: | | | | |

| | Contractor's Approval |
|------------|-----------------------------|
| Signed by: | Jeremy LaPaglia |
| Printed Na | me: Jeremy LaPaglia |
| Company: | Exclusive Landscaping Group |
| Date: | April 10, 2024 |
| | |



ARC Recommendation

Fences:

Please ensure all installed fences have a 6-inch mulch/plants buffer between the fence and the sod. This is to ensure our equipment can not get close enough to the fence for damages to occur. A commercial mower will be used for service, please ensure the fence gate is a minimum of 4 feet wide. There must be a clear pathway for the mowers to get through. The landscapers are not responsible to move hoses, décor etc.

General Décor/Holiday Décor:

All general/holiday decor must be kept away from the landscaping. Landscapers are not liable for damaged décor that is placed in way of maintaining the lawn and shrubs. Any lawns/shrubbery that cannot be maintained due to general/holiday décor will not be touched. Lawns will not be mowed if there are inflatables or décor on the lawns.

Page: 31



References

Reference #1

Contact: Hamid Medrano – Property Manager (305) 586-6722

Reference #2

Contact: Ron Shipwash – Property Manager (954) 601-7161

Reference #3

Contact: Nigel Gough – Board President of Falcon Trace (407) 491-7117

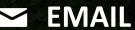
Reference #4

Carlos Cortez – Board President of Little Creek (407) 319-3850





407-406-8989



Office@exclusivelandscapingnow.com



399 Central Florida Parkway Unit A Orlando, FL 32824

SECTION C

CASCADE FOUNTAINS DIV. FOUNTAIN DESIGN GROUP, INC.

7628 N.W 6th AVENUE BOCA RATON, FL. 33487

SERVICE CENTERS : ORLANDO AND TAMPA

PHONE: (800) 446-1537 FAX (561) 994-3944 Date: March. 14, 2024

To: Riverwalk CDD

c/o GMS - Central Florida 219 E. Livingston Street Orlando, Fl. 32801

Attn: Jarrett Wright
Phone: 407-841-5524
Cell: 407-750-3599
Email: jwright@gmscfl.com

Ship To: Riverwalk CDD

S. Econlockatchee Trail Orlando, Fl. 32829

PROPOSAL # 7023

FOUNTAIN MAINTENANCE PROPOSAL

Scope of Work:

Fountain Design Group will perform the following Quarterly cleaning, (12) Twelve Floating Fountains at the property listed above, per the check list below:

- 1) Check control panel components and amperage draw on pump and motors, including timers on fountain
- 2) Clean exterior of intake screen on lake fountain
- 3) Clean, check, and adjust water feature jets on lake fountain
- 4) Clean and check lenses on lighting system for lake fountain
- 5) Visually check all accessible piping systems for possible damage
- 6) Make any needed repairs under \$400.00 to fountain or components

This is a cleaning contract only and any other services required besides those listed above will be quoted. Once we receive approval we will proceed with repairs.

If additional service is required, our standard labor rate of \$135.00 for first half hour and \$105.00 each additional hour thereafter, plus parts.

COST: \$930.00 per Quarterly Cleaning

Payable upon receipt of invoice to Fountain Design Group, Inc.

Respectfully Submitted, FOUNTAIN DESIGN GROUP

Acceptance of Proposal: The above price, specifications, and conditions are satisfactory and are hereby accepted. Fountain Design Group, Inc. is authorized to complete the work as specified.

| Signature: | Date of Acceptance: |
|------------|---------------------|

CONDITIONS

^{**}Either party may cancel this agreement with a 30-Day Notice.

^{***}This is a cleaning contract only, repair will be charged out at our labor rate plus cost of parts used. If we are unable to repair the fountain a quote will be sent to replace the fountain with a new lake fountain.