



Rizzetta & Company

# Riverwood Estates Community Development District

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**Board of Supervisors  
Meeting  
December 13, 2023**

District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544  
813-994-1001

[www.riverwoodestatescdd.org](http://www.riverwoodestatescdd.org)

# **RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**

Offices of Sunfield Homes, Inv., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655

<b>Board of Supervisors</b>	Brady Lefere Matt O'Brien Alec Morris Patricia Buck Vacant	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Matthew Huber	DM, Rizzetta & Company, Inc.
<b>Associate District Manager</b>	Wesley Elias	ADM, Rizzetta & Company, Inc.
<b>District Counsel</b>	Wes Haber	Kutak Rock LLC
<b>District Engineer</b>		Florida Design Consultants, Inc.

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. 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), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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 the appeal is to be based.

**RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Wesley Chapel, Florida (813) 994-1001  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
www.riverwoodestatescdd.org

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December 5 , 2023

**Board of Supervisors  
Riverwood Estates  
Community Development District**

**AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of Riverwood Estates Community Development District will be held on **Wednesday, December 13, 2023 at 9:00 a.m.** at the offices of Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ITEMS**
  - A. Consideration of Resolution 2024-03, Amending Fiscal Year 2023/2024 Budget.....Tab 1
  - B. Consideration of Revised Funding Agreement for Fiscal Year 2023/2024.....Tab 2
  - C. Consideration of Resolution 2024-04, Revising Remainder of Fiscal Year 2023/2024 Meeting Schedule.....Tab 3
  - D. Consideration of Software Service License Agreement.....Tab 4
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors Meeting held on November 17, 2023..... Tab 5
  - B. Consideration of Operation & Maintenance Expenditures for October 2023..... Tab 6
- 5. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,

*Matthew Huber*

Matthew Huber  
District Manager

# Tab 1

## RESOLUTION 2024-04

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2023/2024, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on August 17, 2023, the Board of Supervisors (“**Board**”) of Riverwood Estates Community Development District (“**District**”), adopted Resolution 2023-07 providing for the adoption of the District’s Fiscal Year 2023/2024 annual budget (“**Budget**”); and

**WHEREAS**, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual and anticipated appropriations of the Budget; and

**WHEREAS**, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2023-07 authorizes the Board to amend the Budget at any time within Fiscal Year 2023/2024 or within sixty (60) days following the end of the Fiscal Year 2023/2024; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

1. **BUDGET AMENDMENT.**
  - a. The Board has reviewed the District Manager’s proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
  - b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “**Adopted Annual Budget**”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2023/2024.
  - c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for Riverwood Estates Community Development District for the fiscal year ending

September 30, 2023, as amended and adopted by the Board of Supervisors effective August 17, 2023.”

**2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

**3. CONFLICTS.** This Resolution is intended to amend, in part, Resolution 2021-08, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2021-08 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**4. 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.

**5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 13th day of December, 2023.

**ATTEST:**

**RIVERWOOD ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Amended Fiscal Year 2023/2024 Budget

**Amended Budget  
Riverwood Estates Community Development District  
General Fund  
Fiscal Year 2022/2023**

	Chart of Accounts Classification	Annual Budget for 2022/2023	Amended Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1					
2	<b>REVENUES</b>				
3	Interest Earnings				
4	Interest Earnings	\$ -	\$ -	\$ -	
5	Contributions & Donations from Private Sources				
6	Landowner Contributions	\$ 150,064	\$ 150,064	\$ -	
7	<b>TOTAL REVENUES</b>	\$ 150,064	\$ 150,064	\$ -	
8	Balance Forward from Prior Year	\$ -	\$ -	\$ -	
9					
10	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	\$ 150,064	\$ 150,064	\$ -	
11					
12	<b>EXPENDITURES - ADMINISTRATIVE</b>				
13	Financial & Administrative				
14	Administrative Services	\$ -	\$ 4,200	\$ 4,200	
15	District Management	\$ 5,200	\$ 21,000	\$ 15,800	
16	District Engineer	\$ 7,500	\$ 7,500	\$ -	
17	Disclosure Report	\$ 1,000	\$ 1,000	\$ -	
18	Trustees Fees	\$ 3,500	\$ 3,500	\$ -	
19	Assessment Roll	\$ -	\$ -	\$ -	
20	Financial & Revenue Collections	\$ -	\$ 3,600	\$ 3,600	
21	Accounting Services	\$ -	\$ 19,200	\$ 19,200	
22	Auditing Services	\$ 3,750	\$ 3,750	\$ -	Berger Toombs contract
23	Public Officials Liability Insurance	\$ 2,791	\$ 3,200	\$ 409	Egis.
24	GL & Property Insurance	\$ 3,411	\$ 4,889	\$ 1,478	Egis.
25	Legal Advertising	\$ 5,000	\$ 3,113	\$ (1,887)	
26	Dues, Licenses & Fees	\$ 175	\$ 175	\$ -	Special District fee
27	Website Hosting, Maintenance, Backup (No Email)	\$ 2,737	\$ 2,737	\$ -	Rizzetta Tech & Campus Suite Contracts
28	Legal Counsel				
29	District Counsel	\$ 15,000	\$ 30,000	\$ 15,000	
30	<b>Administrative Subtotal</b>	\$ 50,064	\$ 107,864	\$ 57,800	
31					
32	<b>EXPENDITURES - FIELD OPERATIONS</b>				
33					
34	Contingency				
35	Miscellaneous Contingency	\$ 100,000	\$ 42,200	\$ (57,800)	
36					
37	<b>Field Operations Subtotal</b>	\$ 100,000	\$ 42,200	\$ (57,800)	
38					
39	<b>TOTAL EXPENDITURES</b>	\$ 150,064	\$ 150,064	\$ (0)	
40					
41	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	\$ -	\$ 0	\$ 0	
42					



## **Tab 2**

Riverwood Estates Community Development District  
Fiscal Year 2023-2024 Funding Agreement

This Agreement is made and entered into this \_\_\_\_ day of December, 2023, by and between:

Riverwood Estates Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Pasco County, Florida (hereinafter "District"), and

Pulte Home Company, LLC, Michigan limited liability company ("Purchaser"), whose address is 2662 S. Falkenburg Road, Riverview, Florida 33578.

Recitals

WHEREAS, the District was established by an ordinance adopted by Pasco County, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Landowner presently owns and/or is developing the majority of all real property described in Exhibit A, attached hereto and incorporated herein, (the "Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District has adopted its general fund budget for the Fiscal Year 2023-2024, which concludes on September 30, 2024; and

WHEREAS, this general fund budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the 2023-2024 Fiscal Year budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Landowner is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in Exhibit B; and

WHEREAS, the Landowner agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on Exhibit B to the Property; and

WHEREAS, the Landowner has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in Exhibit B; and

WHEREAS, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in Exhibit A and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Landowner agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit B, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's 2023-2024 Fiscal Year budget as shown on Exhibit B adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Landowner in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. District shall have the right to file a continuing lien upon the Property described in Exhibit A for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2023-2024 Budget" in the public records of Pasco County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for FY 2023-2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. After the Board approves such action, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in Exhibit A after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

3. Alternative methods of collection.

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Landowner in the appropriate judicial forum in and for Pasco County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in Exhibit B, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Pasco County property appraiser.

4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give 30 days prior written notice to the District under this Agreement of any such sale or disposition.

9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this

Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**Riverwood Estates Community  
Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Riverwood Estates Holdco, LLC,  
a Florida limited liability company**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Exhibit A      Property Description  
Exhibit B      Fiscal Year 2023-2024 General Fund Budget

**Exhibit A**

J:\103\ProjData\DWG\103\_291-07-LSS.dwg     r 31, 2005 @ 2:23pm - mbeach

**THIS IS NOT A SURVEY**  
 THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.  
 THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.  
 BEARINGS ARE BASED UPON: SEE SKETCH AND LEGAL DESCRIPTION

LEGAL DESCRIPTION A parcel of land being a portion of Section 27, 28, 33, and 34, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 33; thence along the South line of said Southeast 1/4 of Section 33 N89°35'24"E, for 301.96 feet to the point of intersection with the Easterly right of way line of U.S. Highway 301 same being the POINT OF BEGINNING; thence leaving said South line of the Southeast 1/4 of Section 33, N20°14'52"E, along the Easterly Right of Way of U.S. Highway 301 (being the basis of bearing for this description), for 5,197.50 feet; thence leaving said Easterly Right of Way line of U.S Highway 301, S69°45'08"E, for 290.27 feet; thence N20°18'01"E 224.62 feet to the point of intersection with a non-tangent curve concave Southerly; thence Northerly along the arc of said curve, having a radius of 1000.00 feet, a central angle of 09°21'56", an arc length of 163.46 feet, and a chord bearing of N74°25'59"W, for 163.28 feet to the point of tangent; thence N69°45'01"W, for 127.66 feet to the point of intersection with the easterly Right of Way line of U.S. Highway 301; thence N20°06'06"E along said Easterly Right of Way line of U.S. Highway 301 for 29.74 feet to a point of curvature of a curve concave Easterly, thence Northerly along said arc of said curve, having a radius of 5877.15 feet, a central angle of 00°52'48", an arc length of 90.27 feet, and a chord bearing of N20°41'16"E for 90.27 feet; thence leaving said Easterly Right of Way line of U.S. Highway 301 S69°45'01"E for 127.05 feet to a point of curvature having a radius of 880.00 feet, a central angle of 15°19'00", an arc length of 235.99 feet, and a chord bearing of S77°24'31"E for 234.55 feet to the point of non-tangent, thence N22°20'14"E, for 282.38 feet; thence N67°39'46"W for 355.94 feet to the point of intersection with said Easterly Right of Way line U.S. Highway 301, same being the point of intersection with a non-tangent curve concave Easterly; thence Northerly along the arc of said curve having a radius of 5877.15, a central angle of 00°24'20", an arc length of 41.60 and a chord bearing of N24°30'58"E for 41.60 feet; thence leaving said Easterly Right of Way line of U.S. Highway 301, N89°42'48"E, for 288.09 feet to the point of intersection with the East line of Section 33; thence N89°23'14"E, for 1346.91 feet to the point of intersection with the East line of the Southwest 1/4 of the Southwest 1/4 of Section 27; thence S00°14'30"E, along said East line of the Southwest 1/4 of the Southwest 1/4 of Section 27 for 233.90 feet to the point of intersection with the North line of Section 34; thence S89°23'14"E, along North line of Section 34 for 63.00 feet to the intersection with a line 63.00 feet East of and parallel with the East line of the Northwest 1/4 of the Northwest 1/4 of Section 34; thence leaving said North line of Section 34, S00°11'30"W, along said line 63.00 feet East of and parallel to the East line of the Northwest 1/4 of the Northwest 1/4 of Section 34 for 166.12 feet to a point of intersection with a line 166.10 feet South of and parallel with the North

NOTE: THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN BOUNDARY SURVEY TITLED "JES PROPERTIES, INC./U.S. 301 SITE", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 291-61. THE GEOMETRY PERTAINING TO THE PARCEL OF LAND BEING DESCRIBED HEREIN (THE DESCRIPTION) IS SOLELY BASED UPON THE GEOMETRY AS DESCRIBED ON THE RECORDED DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.

PREPARED FOR: **JES PROPERTIES, INC.**

**SHEET DESCRIPTION: LEGAL DESCRIPTION AND SKETCH OF RIVERWOOD CDD**

SCALE: <b>NONE</b>	DATE: <b>03/29/05</b>	DRAWN: <b>JST</b>	CALCED: <b>SMB</b>	CHECKED: <b>SMB</b>	SEE SHEET 1 FOR LEGAL DESCRIPTION SEE SHEET 2 FOR LEGAL DESCRIPTION, TABLES, AND LEGEND SEE SHEET 3 FOR SKETCH
JOB No.: <b>291-07</b>	EPN: <b>103</b>	SECTION: <b>28,33,34</b>	TOWNSHIP: <b>26S</b>	RANGE: <b>21E</b>	



**FLORIDA DESIGN CONSULTANTS, INC.**  
 ENGINEERS, ENVIRONMENTALISTS  
 SURVEYORS & PLANNERS  
 3030 Starkey Blvd.  
 New Port Richey, Florida 34655  
 (727) 649-7588  
 Certificate of Authorization: LB 6707  
 State of Florida

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

*Samuel Mark Beach*

**SAMUEL MARK BEACH**  
 PROFESSIONAL SURVEYOR AND MAPPER  
 LICENSE NUMBER LS 6261  
 STATE OF FLORIDA

**THIS IS NOT A SURVEY**

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.  
 THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY.  
 BEARINGS ARE BASED UPON: SEE SKETCH AND LEGAL DESCRIPTION

line of Section 34; thence N89°23'14"E, along said line 166.10 feet South of and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of Section 34 for 1,284.78 feet to a line 166.10 feet South of and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of Section 34; thence N89°23'54"E, along said line 166.10 feet South of and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of Section 34 for 1,315.80 feet to a point of intersection with the Easterly boundary of Tract 3 as recorded in Crystal Springs Colony Plat Book 2, Page 24 of the Public Records of Pasco County, Florida; thence S00°05'56"W, along Easterly boundary of Tract 3, Tract 14, and Tract 19 of said Crystal Springs Colony, respectively, for 1,827.07 feet to a point of intersection with the Southeast corner of Tract 19 of said Crystal Springs Colony; thence S89°35'44"W, along the Southerly boundary line of Tract 19 for 661.50 feet to the Southwest corner of Tract 19 of said Crystal Springs Colony; thence S00°12'46"W, along the Easterly boundary line of Tract 29 of said Crystal Springs Colony for 663.65 feet to the Southeast corner of Tract 29 of said Crystal Springs Colony; thence S89°39'39"W, along the Southerly line of Tract 29 of said Crystal Springs Colony for 662.81 feet to a point of intersection with the East line of the Northeast 1/4 of the Southwest 1/4 of Section 34; thence S00°19'36"W, along said East line of the Northeast 1/4 of the Southwest 1/4 of Section 34 for 1,325.82 feet to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of Section 34; thence S89°42'49"W, along the South line of the Northeast 1/4 of the Southwest 1/4 of Section 34 for 1,338.34 feet to a point of intersection with the East line of the Southwest 1/4 of the Southwest 1/4 of Section 34; thence leaving said South line of the Northeast 1/4 of the Southwest 1/4 of Section 34, S00°13'03"W, along East line of the Southwest 1/4 of the Southwest 1/4 of Section 34 for 1,320.38 feet to a point of intersection with the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 34; thence S89°56'45"W, along said South line of the Southwest 1/4 of the Southwest 1/4 of Section 34, 1334.71 feet to the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, thence S89°35'24"W, along the South line of the Southwest 1/4 of Section 33, for 2340.87 feet to the POINT OF BEGINNING.

Containing 22,493,835.20 square feet or 516.387 acres, more or less.

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	LENGTH	BEARING	CHORD
C1	1000.00'	9°21'56"	163.46'	N74°25'59"W	163.28'
C2	5877.15'	0°52'48"	90.27'	N20°41'16"E	90.27'
C3	880.00'	15°19'00"	235.25'	S77°24'31"E	234.55'
C4	5877.15'	0°24'20"	41.60'	N24°30'58"E	41.60'

LINE TABLE					
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S00°14'30"E	233.90'	L8	N20°18'01"E	224.62'
L2	S89°48'30"E	63.00'	L9	N89°48'01"W	127.66'
L3	S00°11'30"W	186.12'	L10	N20°08'06"E	29.74'
L4	S89°35'44"W	861.50'	L11	S69°45'01"E	127.05'
L5	S00°12'46"W	863.85'	L12	N22°20'14"E	282.38'
L6	S89°39'39"W	662.81'	L13	N67°39'46"W	355.94'
L7	S89°45'08"E	290.27'	L14	N89°42'48"E	288.09'

**LEGEND:**

- AC = ACRES
- COR = CORNER
- FT = FEET
- R/W = RIGHT OF WAY
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- PB = PLAT BOOK
- PG = PAGE
- SEC = SECTION
- SQ = SQUARE

NOTE: THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITH THE BENEFIT OF THAT CERTAIN BOUNDARY SURVEY TITLED "JES PROPERTIES, INC./U.S. 301 SITE", PREPARED BY FLORIDA DESIGN CONSULTANTS, INC., JOB NUMBER 291-61. THE GEOMETRY PERTAINING TO THE PARCEL OF LAND BEING DESCRIBED HEREIN (THE DESCRIPTION) IS SOLELY BASED UPON THE GEOMETRY AS DESCRIBED ON THE RECORDED DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.

PREPARED FOR: **JES PROPERTIES, INC.**

SHEET DESCRIPTION: **LEGAL DESCRIPTION AND SKETCH OF RIVERWOOD CDD**

SCALE: NONE	DATE: 03/29/05	DRAWN: JST	CALCED: SMB	CHECKED: SMB
JOB No.: 291-07	EPN: 103	SECTION: 28,33,34	TOWNSHIP: 26S	RANGE: 21E

SEE SHEET 1 FOR LEGAL DESCRIPTION  
 SEE SHEET 2 FOR LEGAL DESCRIPTION, TABLES, AND LEGEND  
 SEE SHEET 3 FOR SKETCH



**FLORIDA DESIGN CONSULTANTS, INC.**  
 ENGINEERS, ENVIRONMENTALISTS  
 SURVEYORS & PLANNERS  
 3030 Starkey Blvd.  
 New Port Richey, Florida 34655  
 (727) 848-7588  
 Certificate of Authorization: LB 6707  
 State of Florida

NOT VALID WITHOUT THE SIGNATURE  
 AND THE ORIGINAL RAISED SEAL OF A FLORIDA  
 LICENSED SURVEYOR AND MAPPER.  
  
 SAMUEL MARK BEACH  
 PROFESSIONAL SURVEYOR AND MAPPER  
 LICENSE NUMBER LS 6261  
 STATE OF FLORIDA

**Exhibit B**



# Tab 3

**RESOLUTION 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to amend its adopted annual meeting schedule for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“Fiscal Year 2023-2024”), attached as **Exhibit A**.

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

**SECTION 1.** The Amended Fiscal Year 2023-2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of December, 2023.

ATTEST:

**RIVERWOOD ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Amended Fiscal Year 2023-2024 Annual Meeting Schedule

**Exhibit A**

**BOARD OF SUPERVISORS MEETING DATES  
RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2023-2024  
(AMENDED)**

The Board of Supervisors of the Riverwood Estates Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at (Insert Address of Meeting Location) at \_\_:00 \_\_.m. as follows:

The meetings are open to the public and will be conducted in accordance with the provisions 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 Rizzetta & Company, Inc. at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 or by calling (813) 933-5571 ("District Office").

There may be occasions when one or more Supervisors or staff will participate by 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 (813) 933-5571 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.

# Tab 4

**EMMA® Filing Assistance Software as a Service License Agreement**

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **Riverwood Estates Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

**NOW, THEREFORE**, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Riverwood Estates Community Development District

Disclosure Technology Services, LLC

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

By: 

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

Print: Michael Klurman

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

Title: Vice President

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

Date: 11-17-2023 \_\_\_\_\_

## **Exhibit A – Fee Schedule**

### **Annual License Fee:**

1. \$1500 per annum per bond issuance, not to exceed \$5,000 per annum for all bond issuances to be issued by the District.

**Exhibit B – CDD Addendum**

**The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):**

**PUBLIC RECORDS.** DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by DTS, DTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O RIZZETTA & COMPANY, INCORPORATED, 3434 COLWELL AVENUE, SUITE 200, TAMPA, FL. 33614; PHONE: 813.514.0400; [INFO@RIZZETTA.COM](mailto:INFO@RIZZETTA.COM).**

**LIMITATIONS ON LIABILITY.** Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SCRUTINIZED COMPANIES.** DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in

the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**E-VERIFY.** DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.



# Tab 5

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**MINUTES OF MEETING**

*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

**RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Riverwood Estates Community Development District was held on **Thursday, November 17, 2023, at 10:09 a.m.** at the offices of Sunfield Homes, Inc., located at 3600 Galileo Drive, Suite 104, Trinity, FL 34655.

**Present and constituting a quorum were:**

Patricia Buck	<b>Board Supervisor, Chairman</b>
Jennifer Orsi	<b>Board Supervisor, Vice Chairman</b>
Julie Vitale	<b>Board Supervisor, Assistant Secretary</b>
Michelle Berry	<b>Board Supervisor, Assistant Secretary</b>

**Also present were:**

Jillian Minichino	<b>District Manager, Rizzetta &amp; Company</b>
Scott Brizendine	<b>VP of Operations Rizzetta &amp; Company</b>
Wes Haber	<b>District Counsel, Kutak Rock (by phone)</b>
Matt O'Brien	<b>Representative of Pulte Homes</b>
Alec Morris	<b>Representative of Pulte Homes</b>
Brady Lefere	<b>Representative of Pulte Homes</b>

Audience	<b>Not Present</b>
----------	--------------------

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Minichino called the meeting to order at 10:09 a.m. and confirmed a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There were no audience members present.

**THIRD ORDER OF BUSINESS**

**Consideration of Ratification of Agreement Concerning the 2006 Bonda and 2006 Assessments**

Mr. Haber covered the agreement that addresses the payoff of the 2006 Bonds and sets the parameters for any future issuances.

On a Motion by Ms. Julie Vitale, and seconded by Ms. Jennifer Orsi, with all in favor, the Board of Supervisors ratified the agreement concerning the 2006 bonds and assessments, for the Riverwood Estates Community Development District.

49  
50 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01,  
Acknowledging Bondholder Consent,  
Authorizing and Approving and  
Amendment to the Master and First  
Supplemental Trust Indenture, and  
Authoring and Approving a  
Continuing Disclosure Agreement**

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58 Discussion was held regarding the Developer only paying actual expenses as  
59 opposed to funding the full budgeted amount. It was also stated that the agreement only  
60 applies if the sale does not go through, otherwise it would be transferred to the new owner.  
61

On a Motion by Ms. Patricia Buck, and seconded by Ms. Michelle Berry, with all in favor, the Board of Supervisors adopted Resolution 2024-01, as discussed, for the Riverwood Estates Community Development District.

62  
63 **FIFTH ORDER OF BUSINESS**

**Consideration of Board Transition**

64  
65 Ms. Minichino stated that with the sale of the district it would be appropriate to  
66 transition the Board to the new developer. She outlined the process, and the following  
67 Board actions were taken:  
68

On a Motion by Ms. Patricia Buck, and seconded by Ms. Michelle Berry, with all in favor, the Board of Supervisors accepted the resignation of Jennifer Orsi as Board Supervisor serving in seat 4 with a term of office that expires in November 2024, for the Riverwood Estates Community Development District.

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On a Motion by Ms. Patricia Buck, and seconded by Ms. Michelle Berry, with all in favor, the Board of Supervisors appointed Matt O'Brien as Board Supervisor serving in seat 4 with a term of office that expires in November 2024, for the Riverwood Estates Community Development District.

70  
71 Mr. O'Brien joined the Board after affirming the oath of office as administered by  
72 Mr. Brizendine.  
73

On a Motion by Ms. Patricia Buck, and seconded by Ms. Julie Vitale, with all in favor, the Board of Supervisors accepted the resignation of Michelle Berry as Board Supervisor serving in seat 3 with a term of office that expires in November 2026, for the Riverwood Estates Community Development District.

74  
On a Motion by Ms. Patricia Buck, and seconded by Ms. Michelle Berry, with all in favor, the Board of Supervisors appointed Brady Lefere as Board Supervisor serving in seat 3 with a term of office that expires in November 2026, for the Riverwood Estates Community Development District.

75 Mr. Lefere joined the Board after affirming the oath of office as administered by Mr.  
76 Brizendine.  
77

On a Motion by Ms. Patricia Buck, and seconded by Ms. Jennifer Orsi, with all in favor, the Board of Supervisors accepted the resignation of Julie Vitale as Board Supervisor serving in seat 1 with a term of office that expires in November 2024, for the Riverwood Estates Community Development District.

78 On a Motion by Ms. Patricia Buck, and seconded by Ms. Jennifer Orsi, with all in favor, the Board of Supervisors appointed Alec Morris as Board Supervisor serving in seat 1 with a term of office that expires in November 2024, for the Riverwood Estates Community Development District.

79 Mr. Morris joined the Board after affirming the oath of office as administered by Mr.  
80 Brizendine. He also stated that he would like to be compensated for attending meetings.  
81  
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83 The Board decided to address the other Board seats later.  
84

85 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-02,  
Appointing Officers**

86  
87  
88 Ms. Minichino stated that with the changes to the Board, it would be appropriate to  
89 update the officers of the district. She noted that the positions held by Rizzetta employees  
90 would remain in place.  
91

On a Motion by Mr. O'Brien, and seconded by Ms. Patricia Buck, with all in favor, the Board of Supervisors approved Resolution 2024-02, naming Brady Lefere as Chairman, Matt O'Brien as Vice Chairman, and Alec Morris as Assistant Secretary, for the Riverwood Estates Community Development District.

92 **SEVENTH PRDER OF BUSINESS**

**Ratification of Insurance Renewal for  
Fiscal Year 2023/2024**

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96 Ms. Minichino reviewed the proposal for the district's insurance coverage for fiscal  
97 year 2023/2024 totaling \$6,163. She noted that the proposal was approved outside of a  
98 meeting due to timing constraints and asked that that action be ratified.  
99

On a Motion by Mr. Lefere, and seconded by Mr. Morris, with all in favor, the Board of Supervisors ratified the approval of the fiscal year 2023/2024 insurance proposal, for the Riverwood Estates Community Development District.

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**EIGHTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board of Supervisors Meeting held on August 17, 2023**

On a Motion by Ms. Patricia Buck, and seconded by Mr. Lefere, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Meeting held on August 17, 2023, as presented, for the Riverwood Estates Community Development District.

**NINTH ORDER OF BUSINESS**

**Consideration of Operation and Maintenance Expenditures for July, August, and September 2023**

There were no questions on any of the expenditures.

On a Motion by Ms. Patricia Buck, and seconded by Mr. Lefere, with all in favor, the Board of Supervisors ratified the Operation Maintenance July 2023 (\$968.83), August 2023 (\$791.73), and September 2023 (\$1,536.33), for the Riverwood Estates Community Development District.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Haber recommended that the meetings be moved to the offices of Rizzetta and Company, locate at 5844 Old Pasco Road, Wesley, Suite 100,Chapel, FL 33543.

On a Motion by Mr. Lefere, and seconded by Mr. O'Brien, with all in favor, the Board of Supervisors approved moving the Board meetings for the remainder of fiscal year 2023/2024 to the offices of Rizzetta and Company, locate at 5844 Old Pasco Road, Wesley, Suite 100,Chapel, FL 33543, for the Riverwood Estates Community Development District.

Mr. Haber stated that he would be preparing a funding agreement for the December meeting.

**B. District Engineer**

Not Present

**C. District Manager**

Ms. Minichino stated that the next regular meeting is scheduled for December 20, 2023, at 10:00 a.m. She noted that the dates for the January and February meetings for the benefit of the new Supervisors. A brief discussion ensued.

On a Motion by Mr. Lefere, and seconded by Mr. Morris, with all in favor, the Board of Supervisors d the December meeting to the 13<sup>th</sup> at 9:00 a.m., for the Riverwood Estates Community Development District.

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**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no Supervisor requests.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Mr. Lefere, and seconded by Ms. Patricia Buck, with all in favor, the Board of Supervisors adjourned the meeting at 10:31 a.m. for the Riverwood Estates Community Development District.
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Secretary/Assistant Secretary

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Chairman/ Vice Chairman

# Tab 6

# RIVERWOOD ESTATES COMMUNITY DEVELOPMENT DISTRICT

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District Office · Wesley Chapel, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

[www.riverwoodestatescdd.org](http://www.riverwoodestatescdd.org)

## **Operation and Maintenance Expenditures**

**October 2023**

**For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$8,544.83**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary



# Riverwood Estates Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Egis Insurance Advisors, LLC	100038	19179	Policy # 100123420 10/01/23-10/01/24	\$ 6,163.00
Innersync Studio, Ltd	100039	21663	Website & Compliance Services 10//23	\$ 1,537.50
Kutak Rock, LLP	100040	3292450	Legal Services 08/23	\$ 311.00
Rizzetta & Company, Inc.	100037	INV0000084122	District Management Fees 10/23	<u>\$ 533.33</u>
<b>Report Total</b>				<b><u>\$ 8,544.83</u></b>



# INVOICE

<b>Customer</b>	Riverwood Estates Community Development District
<b>Acct #</b>	943
<b>Date</b>	08/28/2023
<b>Customer Service</b>	Kristina Rudez
<b>Page</b>	1 of 1

Riverwood Estates Community Development District  
 c/o Rizzetta & Company  
 3434 Colwell Ave, Suite 200  
 Tampa, FL 33614

Payment Information	
<b>Invoice Summary</b>	\$ 6,163.00
<b>Payment Amount</b>	<b>\$6163.00</b>
<b>Payment for:</b>	Invoice#19179
100123420	

Thank You

Please detach and return with payment



Customer: Riverwood Estates Community Development District

Invoice	Effective	Transaction	Description	Amount
19179	10/01/2023	Renew policy	Policy #100123420 10/01/2023-10/01/2024 Florida Insurance Alliance  Package - Renew policy Due Date: 8/28/2023	6,163.00

**RECEIVED**  
 09/21/23

<b>Total</b>	
\$	6,163.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
 Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

<b>Remit Payment To: Egis Insurance Advisors</b>	(321)233-9939	<b>Date</b>
P.O. Box 748555	sclimer@egisadvisors.com	08/28/2023
Atlanta, GA 30374-8555		

# INVOICE

**BILL TO**

Riverwood Estates CDD  
5844 Old Pasco Rd.  
Suite 100  
Wesley Chapel, FL 33544

**INVOICE #** 21663

**DATE** 10/01/2023

**DUE DATE** 10/16/2023

**TERMS** Net 15

---

DESCRIPTION	AMOUNT
CDD Website Services - Hosting, support and training	600.00
CDD Ongoing PDF Accessibility Compliance Service	937.50
<hr/>	
Annual service - Oct 1st to Sept 30th	<b>BALANCE DUE</b>
	<b>\$1,537.50</b>

**RECEIVED**  
10/01/23

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 4, 2023

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3292450

Client Matter No. 17823-1

Notification Email: eftgroup@kutakrock.com

Lynn Hayes  
Riverwood Estates CDD  
Rizzetta & Company  
Suite 100  
5844 Old Pasco Road  
Wesley Chapel, FL 33544

Invoice No. 3292450  
17823-1

Re: General Counsel

For Professional Legal Services Rendered

08/03/23	K. Jusevitch	0.20	25.00	Confer with Haber and correspond with district manager regarding budget hearing documents
08/17/23	W. Haber	0.50	130.00	Prepare for and participate in Board meeting
08/30/23	W. Haber	0.60	156.00	Begin preparation of tri party agreement
TOTAL HOURS		1.30		
TOTAL FOR SERVICES RENDERED				\$311.00
TOTAL CURRENT AMOUNT DUE				<u>\$311.00</u>

**RECEIVED**  
10/04/23

**Rizzetta & Company, Inc.**  
 3434 Colwell Avenue  
 Suite 200  
 Tampa FL 33614

**Invoice**

Date	Invoice #
10/1/2023	INV0000084122

**Bill To:**

RIVERWOOD ESTATES CDD 4065 Crescent Park Drive Riverview FL 33578
---

Services for the month of	Terms	Client Number
October	Upon Receipt	00260

Description	Qty	Rate	Amount
Management Services	1.00	\$433.33	\$433.33
Website Compliance & Management	1.00	\$100.00	\$100.00
<b>Subtotal</b>			\$533.33
<b>Total</b>			\$533.33

**RECEIVED**  
 09/21/23