RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT



AGENDA

MARCH 15, 2022

PREPARED BY:

RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

March 8, 2022

Board of Supervisors

River Landing Community Development District

Dear Board Members:

This regular meeting of the Board of Supervisors of the River Landing Community Development District will be held on Tuesday, March 15, 2022, at 11:00 A.M. at the Esplanade Amenity Center, 4495 Myrica Drive, Odessa, Florida 33556.

The following WebEx link and telephone number are provided to join/watch the meeting. https://districts.webex.com/districts/onstage/g.php?MTID=e6d1785698c72d5005cf9b8acbaf96eaa

Access Code: 2330 047 6737, Event password: Jpward

Or Phone: 408-418-9388 and enter the access code 2330 047 6737 to join the meeting.

Agenda

- 1. Call to Order & Roll Call.
- 2. Consideration of the December 21, 2021, Regular Meeting Minutes.
- Consideration of Resolution 2022-3, a resolution of the Board of Supervisors of the River Landing Community Development District approving the Proposed Fiscal Year 2023 Budget and setting the Public Hearing on Tuesday, May 17, 2022, at 11:00 A.M. at the Esplanade Amenity Center, 4495 Myrica Drive, Odessa, Florida 33556.
- 4. Consideration of an agreement between the District and the River Landing Community Association, Inc, the Master Homeowners Association, for certain operation, maintenance, and repair services.
- Consideration of Resolution 2022-4, a resolution of the Board of Supervisors approving the assignment of the Engineering Services Agreement, dated September 1, 2020, from Waldrop, Inc. to Atwell, LLC.
- 6. Staff Reports.
 - I. District Attorney.
 - II. District Engineer.

2 | Page

River Landing Community Development District

- a) Stormwater Reporting.
- III. District Manager.
 - a) Financial Statement for period ending December 31, 2021 (unaudited).
 - b) Financial Statement for period ending January 31, 2022 (unaudited).
 - c) Financial Statement for period ending February 28, 2022 (unaudited).
- 7. Supervisor's Requests and Audience Comments.

| o. Aujourninent | 8. | Adjournment. |
|-----------------|----|--------------|
|-----------------|----|--------------|

The first order of business is the call to order and roll call.

The second order of business is the consideration of the December 21, 2021, Regular Meeting Minutes.

The third order of business is the consideration of **Resolution 2022-3**, a resolution of the Board of Supervisors, which approves the proposed budget for Fiscal Year 2023 and sets the public hearing date, time, and location.

The District's enabling legislation requires the District Manager to submit a Proposed Budget to the Board by June 15th of each year for your review and approval. The approval of the budget is only intended to permit the District to move through the process towards adopting the budget at a Public Hearing scheduled for *Tuesday, May 17, 2022, at 11:00 A.M. at the Esplanade Amenity Center, 4495 Myrica Drive, Odessa, Florida 33556.*

The fourth order of business is the consideration of a Maintenance Agreement between the District and the River Landing Community Association, Inc, the Master Homeowners Association, for certain operation, maintenance, and repair services. This agreement contracts the work for stormwater maintenance to the Homeowners Association and includes maintenance completion reports.

The fifth order of business is the consideration of **Resolution 2022-4**, a resolution of the Board of Supervisors approving the assignment of the Engineering Services Agreement, dated September 1, 2020, from Waldrop, Inc. to Atwell, LLC. Due to a corporate merger, Waldrop Inc. is now known as Atwell, LLC, and the assignment from Waldrop, Inc. to Atwell, LLC is required for continued services by Atwell, LLC.

The sixth order of business are Staff Reports by the District Attorney, District Engineer, and the District Manager. The District Manager shall report on Financial Statements (unaudited) for the periods ending December 31, 2021, January 31, 2022, and February 28, 2022.

The balance of the agenda is standard in nature, and I look forward to seeing you at the meeting. In the meantime, if you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

River Landing Community Development District

tomes & Word

James P. Ward District Manager

Meetings for Fiscal Year 2023 are as follows:

| February 15, 2022 | March 15, 2022 |
|-------------------|--------------------|
| April 19, 2022 | May 17, 2022 |
| June 21, 2022 | July 19, 2022 |
| August 16, 2022 | September 20, 2022 |

MINUTES OF MEETING 1 2 RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT 3 4 5 The Regular Meeting of the Board of Supervisors of the River Landing Community Development District 6 was held on Tuesday, December 21, 2021, at 11:00 A.M. at the Esplanade Amenity Center, 4495 Myrica 7 Drive, Odessa, Florida 33556. 8 9 Present and constituting a quorum: 10 Robert Lee Chairperson 11 Travis Stagnitta Vice Chairperson Jason Ford **Assistant Secretary** 12 13 Gabriella Pelleova **Assistant Secretary** 14 15 Absent: 16 David Wilson **Assistant Secretary** 17 18 Also present were: 19 James P. Ward District Manager 20 Victor Barbosa District Engineer 21 Kvle Clawson District Engineer 22 Katie Ibarra District Counsel 23 **Ashley Ligas** District Counsel 24 25 Audience: 26 All resident's names were not included with the minutes. If a resident did not identify 27 28 themselves or the audio file did not pick up the name, the name was not recorded in these 29 minutes. 30 31 PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE 32 33 TRANSCRIBED IN ITALICS. 34 35 FIRST ORDER OF BUSINESS Call to Order/Roll Call 36 37 District Manager James P. Ward called the meeting to order at approximately 11:03 a.m. He conducted 38 roll call; all Members of the Board were present, with the exception of Supervisor Wilson, constituting a 39 quorum. 40 41 **SECOND ORDER OF BUSINESS Consideration of Minutes** 42 43 September 15, 2021, Regular Meeting Minutes 44 45 Mr. Ward asked if there were any corrections, additions, or deletions from the Minutes; hearing none, 46 he called for a motion.

47

On MOTION made by Mr. Travis Stagnitta, seconded by Mr. Robert Lee, and with all in favor, the September 15, 2021, Regular Meeting Minutes were approved.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2022-1

Consideration of Resolution 2022-1, a Resolution of the Board of Supervisors of the River Landing Community Development District confirming and approving the actions of the Chairman and District staff regarding the acquisition of certain River Landing Phase 1B Utilities and Conveyance of River Landing Phase 1b Utilities to Pasco County, Florida

Ms. Ashley Ligas: This is for the Phase 1B acquisition of utilities and work products. This is being ratified because of the timeline of the turnover. That's what this Resolution does.

Mr. Kyle Clawson: This is the Phase 1B utility improvements that have been constructed. The developer is providing to the District and the District will in turn provide to Pasco County for utility dedication in line with the Master Engineer's Report.

Mr. Ward: This is subject to acquisition by the District either from existing bond proceeds or from future bond proceeds. I believe the cost of these utilities is right at \$921,000 dollars, of which we have about \$780,000 dollars in our existing construction account. Once all of this has been signed and turned over to the District, then the District will go ahead and process a requisition for payment for these facilities from what is remaining in the 2020 bond series and then will be subject to the remaining piece from future bond series.

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Mr. Robert Lee, seconded by Mr. Travis Stagnitta, and with all in favor, Resolution 2022-1 was adopted, and the Chair was authorized to sign.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-2

Consideration of Resolution 2022-2, a Resolution of the Board of Supervisors of the River Landing Community Development District approving the Phase 1A Easement Agreement: (i) authorizing the Chairperson to execute the Phase 1A Easement Agreement; (ii) approving the conveyance of certain tracts on the Phase 1A Plats; and (iii) providing general authorization

 Ms. Ashley Ligas: This is just wrapping up the Phase 1A acquisition package. It wasn't platted at the time, so this easement and deed is just tidying that up to complete that process for the Phase 1A portion.

Mr. Barbosa: There are two parts to this. One is authorizing the easement agreement between the developer and the HOAs and the CDD which will allow the District to traverse HOA property in order to maintain areas that are to be owned by the District. For example, the second part of this Resolution is the conveyance and acceptance of quit claim deeds from the developer to the District for the common areas and the various areas that the District is going to own and maintain. The easement agreement allows the District to cross HOA owned and maintained properties in order to get to those District

maintained properties. Those are the two parts to this Resolution. Are there any questions? There were none.

96 97 98

99

95

On MOTION made by Mr. Robert Lee, seconded by Mr. Jason Ford, and with all in favor, Resolution 2022-2 was adopted, and the Chair was authorized to sign.

100101102

FIFTH ORDER OF BUSINESS

Staff Reports

103104

I. District Attorney

105 106

No report.

107 108

II. District Engineer

109110

No report.

111112

III. District Manager

113114

115

- a) Financial Statement for period ending September 30, 2021 (unaudited)
- b) Financial Statement for period ending October 31, 2021 (unaudited)
- c) Financial Statement for period ending November 30, 2021 (unaudited)

116117118

119

120

121

122

123

124

125126

127

128

Mr. Ward: I had mentioned some time ago that there had been changes to Florida Law regarding all Districts' requirements to provide certain information relative to stormwater needs and utility needs on a long term basis to the State. Included in the package is a memo that Jere had prepared for you that outlines the District's requirements, but basically what we are required to do is provide long term capital infrastructure replacement costs for our stormwater system and long term operating costs for that system. Since we do not own any utilities, we do not have any requirements to provide information with respect to that particular item. These are due June 30, 2022, and then every 5 years thereafter. We have already authorized Waldrop to begin the preparation of that. Hopefully, that will be done in the new few months. That will then come back to you. You may take a look at it, and then we will go ahead and submit that to the appropriate State agencies. I believe these go to the County also at some point in time. He asked if there were any questions; there were none.

129130131

SIXTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

132133

134

Mr. Ward asked if there were any Supervisor's requests; there were none. Mr. Ward asked if there were any members of the audience present in person, by audio, or by video, with any questions or comments; there were none.

135136137

SEVENTH ORDER OF BUSINESS

Adjournment

138 139

Mr. Ward adjourned the meeting at approximately 11:13 a.m.

140

| 141 142 | | n MOTION made by Mr. Jason Ford, agnitta, and with all in favor, the meeting w | - |
|------------|-------------------|--|--------------------------------|
| 143 | | | |
| 144 | | | |
| 145 | ATTEST: | River Landing | Community Development District |
| 146 | | | |
| 147 | | | |
| 148 | | | |
| 149 | James P. Ward, Se | ecretary Robert Lee. C | hairperson |



RESOLUTION 2022-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of River Landing Community Development District (the "Board") prior to June 15, 2022, a proposed Budget for Fiscal Year 2023; 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 RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. That the foregoing whereas clauses are true and correct and incorporated herein as if written into this Section.

SECTION 2. The proposed Budget submitted by the District Manager for Fiscal Year 2023 and attached hereto as Exhibit A is hereby approved as the basis for conducting a public hearing to adopt said budget.

SECTION 3. A public hearing on said approved budget is hereby declared and set for the following date, hour and location:

DATE: Wednesday, May 17, 2022

HOUR: 11:00 A.M.

LOCATION: Esplanade Amenity Center

4495 Myrica Drive Odessa, Florida 33556

SECTION 4. The District Manager is hereby directed to submit a copy of the proposed budget to Pasco County at least sixty (60) days prior to the hearing set above and to post the proposed budget on the District's web site at least two (2) days before the public hearing.

SECTION 5. Notice of this public hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for two (2) consecutive weeks, except that the first publication shall not be fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the Board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary.

SECTION 6. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 7. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

RESOLUTION 2022-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 8. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of March 2022.

| ATTEST: | DEVELOPMENT DISTRICT |
|--------------------------|----------------------|
| | |
| James P. Ward, Secretary | Robert Lee, Chairman |

RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT



PROPOSED BUDGET

FISCAL YEAR 2023

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37 STREET, FT. LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

| | - | iscal Year | | | ^ | ustiniu asa d | Fiscal Year | | |
|--|----------|------------|----------|-----------|----|-------------------------|-------------|---------|--|
| | - FI | 2022 | | Actual at | | inticipated Year End | 2023 | | |
| Description | | Budget | | ./31/2022 | | 9/30/2022 | | Budget | |
| Revenues and Other Sources | | 8 | | , -, | | -,, | | | |
| Carryforward | \$ | _ | \$ | _ | \$ | _ | \$ | _ | |
| Interest Income - General Account | \$ | _ | \$ | _ | \$ | _ | \$ | _ | |
| Assessment Revenue | Ψ | | Ψ | | Ψ | | 7 | | |
| Assessments - On-Roll | \$ | 174,443 | \$ | 166,406 | \$ | 174,443 | \$ | 203,069 | |
| Assessments - Off-Roll | \$ | - | \$ | - | \$ | | \$ | - | |
| Contributions - Private Sources | Ψ | | Ψ | | Ψ | | 7 | | |
| Taylor Morrison (Street Light Acquisition) | \$ | _ | \$ | 691,018 | \$ | 691,018 | \$ | _ | |
| Total Revenue & Other Sources | \$ | 174,443 | \$ | 857,424 | \$ | 865,461 | | 203,069 | |
| Total Neverlae & Other Sources | <u> </u> | 17-1,4-3 | <u> </u> | 037,424 | 7 | 003,401 | 7 | 203,003 | |
| Appropriations | | | | | | | | | |
| Legislative | | | | | | | | | |
| Board of Supervisor's Fees | \$ | - | \$ | - | \$ | - | \$ | - | |
| Board of Supervisor's - FICA | \$ | - | \$ | - | \$ | - | \$ | - | |
| Executive | | | | | | | | | |
| Professional - Management | \$ | 40,000 | \$ | 13,333 | \$ | 40,000 | \$ | 41,000 | |
| Financial and Administrative | | | | | | | | | |
| Audit Services | \$ | 5,000 | \$ | - | \$ | 5,200 | \$ | 5,200 | |
| Accounting Services | \$ | 16,000 | \$ | 5,333 | \$ | 16,000 | \$ | 25,500 | |
| Assessment Roll Preparation | \$ | 16,000 | \$ | 5,333 | \$ | 16,000 | \$ | 17,000 | |
| Arbitrage Rebate Fees | \$ | 500 | \$ | - | \$ | 1,000 | \$ | 1,000 | |
| Other Contractual Services | | | | | | | | | |
| Recording and Transcription | \$ | - | \$ | - | \$ | - | \$ | - | |
| Legal Advertising | \$ | 2,000 | \$ | - | \$ | 1,500 | \$ | 1,500 | |
| Trustee Services | \$ | 4,300 | | | \$ | 4,300 | \$ | 4,300 | |
| Dissemination Agent Services | \$ | 5,000 | \$ | 600 | \$ | 5,000 | \$ | 5,000 | |
| Property Appraiser Fees | \$ | - | \$ | - | \$ | - | \$ | - | |
| Bank Service Fees | \$ | 360 | \$ | 74 | \$ | 350 | \$ | 350 | |
| Travel and Per Diem | \$ | - | \$ | - | \$ | - | \$ | - | |
| Communications and Freight Services | | | | | | | | | |
| Telephone | \$ | - | \$ | - | \$ | - | \$ | - | |
| Postage, Freight & Messenger | \$ | 500 | \$ | 11 | \$ | 250 | \$ | 250 | |
| Rentals and Leases | | | | | | | | | |
| Miscellaneous Equipment | \$ | - | \$ | - | \$ | - | \$ | - | |
| Computer Services (Web Site) | \$ | 2,000 | \$ | 100 | \$ | 1,500 | \$ | 1,500 | |
| Insurance | \$ | 5,500 | \$ | 9,972 | \$ | 9,972 | \$ | 15,000 | |
| Subscriptions and Memberships | \$ | 175 | \$ | 175 | \$ | 175 | \$ | 175 | |
| Printing and Binding | \$ | 400 | \$ | 194 | \$ | 400 | \$ | 400 | |
| Office Supplies | \$ | - | \$ | - | \$ | - | \$ | - | |

| Description | | scal Year 2022 Budget | Actual at 01/31/2022 | | Anticipated Year End 09/30/2022 | | | scal Year 2023 Budget |
|---|----|-----------------------------|----------------------|--------------------|---------------------------------------|------------------|----------|-----------------------------|
| Legal Services | | | | | | | | |
| General Counsel | \$ | 15,000 | \$ | 4,806 | \$ | 15,000 | \$ | 15,000 |
| Boundary Amendment | \$ | - | \$ | - | \$ | - | \$ | - |
| Other General Government Services | | | | | | | | |
| Engineering Services | \$ | 1,000 | \$ | 4,440 | \$ | 7,500 | \$ | 7,500 |
| Contingencies | \$ | - | \$ | - | \$ | - | \$ | - |
| Capital Outlay | \$ | - | \$ | - | \$ | - | \$ | - |
| Other Physical Environment | | | | | | | | |
| Repairs and Maintenance | | | | | | | | |
| Naturalized Area Maintenance | \$ | 50,000 | | | \$ | 30,000 | \$ | 50,000 |
| Road and Street Facilities | | | | | | | | |
| Capital Improvements | | | | | | | \$ | - |
| Street Lights Purchase | \$ | - | \$ | - | \$ | - | \$ | - |
| Street Lights Installation | \$ | - | \$ | - | \$ | - | \$ | - |
| Reserves | | | | | | | | |
| Operational Reserve (Future Years) | \$ | - | \$ | - | \$ | - | \$ | - |
| Other Fees and Charges | | | | | | | | |
| Discounts, Tax Collector Fee and Property Appraiser | | | | | | | | |
| Fee | \$ | 10,708 | \$ | - | \$ | 10,708 | \$ | 12,394 |
| Total Appropriations | \$ | 174,443 | \$ | 44,371 | \$ | 164,855 | \$ | 203,069 |
| Fund Balances: | | | | | | | | |
| Change from Current Year Operations | \$ | - | \$ | 813,053 | \$ | 700,606 | \$ | _ |
| Fund Balance | | | | | | | | |
| Restricted for Future Operations | \$ | - | \$ | - | \$ | - | \$ | - |
| Restricted for Street Light Acquisitions | \$ | 2 404 | \$ | 691,018 | \$ | 691,018 | | 691,018 |
| Unassigned. Total Fund Balance | \$ | 3,194 3,194 | \$ \$ | 125,229 816,247 | \$ \$ | 6,394 697,412 | \$ \$ | 6,394 697,412 |
| Total Fully Daldlice | ې | 3,134 | ې | 010,247 | ې | 037,412 | ڔ | 037,412 |
| Assessment Rate Units Subject to Assessment | \$ | 200.43 870 | | | | | \$ | 233.41 870 |

| | F | Y 2022 |
|---|----------|--------|
| evenues and Other Sources | | |
| Carryforward | \$ | |
| Interest Income - General Account | \$ | |
| ppropriations | | |
| Legislative | | |
| Board of Supervisor's Fees | \$ | |
| The Board's fees are statutorily set at \$200 for each meeting of the Board of Supervisor's not to | | |
| exceed \$4,800 for each Fiscal Year. The Budgeted amount reflects that the anticipated meetings | | |
| for the District. The current Board has waived the statutory authorized fees. | | |
| Executive | | |
| Professional - Management | \$ | 41,00 |
| The District retains the services of a professional management company - JPWard and Associates, | т. | , |
| LLC - which specializes in Community Develoment Districts. The firm brings a wealth of knowledge | | |
| and expertise to the District. | | |
| Financial and Administrative | | |
| Audit Services | \$ | 5,20 |
| Statutorily required for the District to undertake an independent examination of its books, records | | |
| and accounting procedures, if it's Revenues or Expenditures reach a certain threshold. | | |
| Accounting Services | \$ | 25,50 |
| For the Maintenance of the District's books and records on a daily basis. | | |
| Assessment Roll Preparation | \$ | 17,00 |
| For the preparation by the Financial Advisor of the Methodology for the General Fund and the | | |
| Assessment Rolls including transmittal to the Collier County Property Appraiser. Arbitrage Rebate Fees | \$ | 1,00 |
| For requied Federal Compliance - this fee is paid for an in-depth analysis of the District's earnings | ڔ | 1,00 |
| on all of the funds in trust for the benefit of the Bondholder's to insure that the earnings rate does | | |
| not exceed the interest rate on the Bond's. | | |
| Other Contractual Services | | |
| Recording and Transcription | \$ | |
| Legal Advertising | \$ | 1,50 |
| Trustee Services | \$ | 4,30 |
| With the issuance of the District's Bonds, the District is required to maintain the accounts | Ψ. | ., |
| established for the Bond Issue with a bank that holds trust powers in the State of Florida. The | | |
| primary purpose of the trustee is to safeguard the assets of the Bondholder's, to insure the timely | | |
| payment of the principal and interest due on the Bonds, and to insure the investment of the funds | | |
| in the trust are made pursuant to the requirments of the trust. | | |
| Dissemination Agent Services | \$ | 5,00 |
| With the issuance of the District's Bonds, the District is required to report on a periodic basis the | 7 | 3,00 |
| same information that is contained in the Official Statement that was issued for the Bonds. These | | |
| requirements are pursuant to requirements of the Securities and Exchange Commission and sent to | | |
| national repositories. | | |
| Property Appraiser Fees | ¢ | |
| Bank Service Fees | \$ \$ | 35 |
| Travel and Per Diem | \$ | 95 |
| Communications and Freight Services | 7 | |
| Telephone | \$ | |
| Postage, Freight & Messenger | \$ | 25 |
| Rentals and Leases | - | |
| Miscellaneous Equipment | \$ | |
| Computer Services (Web Site Maintenance) | \$ \$ | 1,50 |

| | F | Y 2022 |
|--|----|---------|
| Insurance | \$ | 15,000 |
| Subscriptions and Memberships | \$ | 175 |
| Printing and Binding | \$ | 400 |
| Office Supplies | \$ | - |
| Legal Services | | |
| General Counsel | \$ | 15,000 |
| The District's general council provides on-going legal representation relating to issues such as public | | |
| finance, public bidding, rulemaking, open meetings, public records, real property dedications, | | |
| conveyances and contracts. In this capacity, they provide services as "local government lawyers". | | |
| Other General Government Services | | |
| Engineering Services | \$ | 7,500 |
| The District's engineering firm provides a broad array of engineering, consulting and construction | | |
| services, which assists the District in crafting solutions with sustainability for the long term interests | | |
| of the Community while recognizing the needs of government, the environment and maintenance | | |
| of the District's facilities. | | |
| Contingencies | \$ | - |
| Other Physical Environment | | |
| Repairs and Maintenance | | |
| Naturalized Area Maintenance | \$ | 50,000 |
| Road and Street Facilities | | |
| Capital Improvements | \$ | - |
| Street Lights Purchase | \$ | - |
| Street Lights Installation | | |
| Reserves | | |
| Operational Reserve (Future Years) | \$ | - |
| The District has established an operational reserve to cover expenses that occur before assessment | | |
| monies are received, and/or other expenses that may arise that are not anticipated in the Budget. | | |
| Other Fees and Charges | | |
| Discounts and Tax Collector Fees | \$ | 12,394 |
| 4% Discount permitted by Law for early payment and 3% Tax Collector Fee and Property Appraiser | | |
| Fee | | |
| Total Appropirations: | \$ | 203,069 |
| ····· | _ | |

River Landing Community Development District Debt Service Fund - Series 2020A Bonds - Budget Fiscal Year 2023

| Description | | Fiscal Year 2022 Budget | | Actual at 1/31/2022 | | icipated Year 09/30/2022 | Fiscal Year 2023 Budget | | |
|--|----------|----------------------------|----------|------------------------|-----------------|-----------------------------|----------------------------|-----------|--|
| | | Duuget | Ū | 1/31/2022 | LIIU | 03/30/2022 | | Duuget | |
| Revenues and Other Sources | | 460 747 | | | | | | | |
| Carryforward | \$ | 160,747 | \$ | - | \$ | - | | | |
| Interest Income | | | | | | | | | |
| Revenue Account | \$ | - | \$ | - | \$ | - | \$ | | |
| Reserve Account | \$ | - | \$ | - | \$ | - | \$ | | |
| Interest Account | \$ | - | \$ | - | \$ | - | \$ | | |
| Prepayment Account | \$ | - | \$ | - | \$ | - | \$ | | |
| Capitalized Interest Account | \$ | - | \$ | - | \$ | - | \$ | | |
| Special Assessment Revenue | | | | | | | | | |
| Special Assessment - On-Roll | \$ | 545,459 | \$ | 518,254 | \$ | 545,459 | \$ | 545,45 | |
| Special Assessment - Off-Roll | \$ | - | \$ | - | \$ | - | \$ | | |
| Special Assessment - Prepayment | \$ | - | \$ | - | \$ | - | \$ | | |
| Bond Proceeds | | | | | | | | | |
| Capitalized Interest Fund Deposit | | | \$ | - | \$ | - | | | |
| Reserve Fund Deposit | \$ | - | \$ | - | \$ | - | \$ | | |
| Total Revenue & Other Sources | \$ | 706,206 | \$ | 518,254 | \$ | 545,459 | SI\$ | 545,45 | |
| Expenditures and Other Uses | | | | | | | | | |
| Debt Service | <u> </u> | 155.000 | . | | ~ | 455.000 | . | 100.00 | |
| Principal Debt Service - Mandatory | \$ | 155,000 | \$ | - | \$ | 155,000 | \$ | 160,00 | |
| Principal Debt Service - Early Redemptions | | | | | _ | | | | |
| Interest Expense | \$ | 351,788 | \$ | - | \$ | 351,788 | \$ | 347,13 | |
| Other Fees and Charges | | | | | | | | | |
| Discounts/Collection Costs | \$ | 35,475 | \$ | - | \$ | 35,475 | \$ | 35,50 | |
| Operating Transfers Out | \$ | - | \$ | - | \$ | - | \$ | | |
| Total Expenditures and Other Uses | \$ | 542,263 | \$ | - | \$ | 542,263 | \$ | 542,63 | |
| Net Increase/(Decrease) in Fund Balance | \$ | _ | \$ | 518,254 | \$ | 3,196 | \$ | 2,82 | |
| Fund Balance - Beginning | \$ | 488,134 | \$ | 488,134 | , \$ | 488,134 | , \$ | 488,13 | |
| Fund Balance - Ending | \$ | 488,134 | \$ | 1,006,388 | \$ | 491,330 | \$ | 490,95 | |
| Restricted Fund Balance: | | | | | | | | | |
| Reserve Account Requirement | | | | | \$ | 253,831 | | | |
| • | mori | | | | | | | | |
| Restricted for November 1, 2023 Interest Pay Total - Restricted Fund Balance: | ment | - | | | \$ \$ | 171,169 | • | | |
| iolai - Restricteu runu balance: | | | | | - | 425,000 | • | | |
| Description of Product Number of Units | ΕV | 2022 Rate | | | | | EV | 2023 Rate | |

| Description of Product | Number of Units | FY | 2022 Rate | FY | 2023 Rate |
|-------------------------------|-----------------|----|-----------|----|-----------|
| Townhouse (20') | 126 | \$ | 495.08 | \$ | 495.08 |
| Single Family 50' - 55' | 89 | \$ | 1,287.22 | \$ | 1,287.22 |
| Single Family 60' - 64' | 61 | \$ | 1,534.76 | \$ | 1,534.76 |
| Single Family 65' - 69' | 52 | \$ | 1,609.02 | \$ | 1,609.02 |
| Single Family 70' - 74' | 0 | | N/A | \$ | - |
| Single Family 75' - 79' | 103 | \$ | 1,856.57 | \$ | 1,856.57 |
| Total | : 431 | _ | | | |

River Landing Community Development District

Debt Service Fund - Series 2020A

| Description | Principal Prepayments | Principal | Coupon Rate | Interest | | Interest | | Annual Debt Service | | 0 | Par utstanding |
|-----------------------|--------------------------|-----------|----------------|-----------------|--------------------------|----------|---------------|------------------------|-----------|---|-------------------|
| Par Amount Issued: | \$ | 8,585,000 | Varies | | | | | | | | |
| 5/1/2021 | Ç | - | | \$ | 145,600.94 | | | | | | |
| 11/1/2021 | | | | \$ | 175,893.75 | \$ | 321,494.69 | \$ | 8,585,00 | | |
| 5/1/2022 | Ş | 155,000 | 3.000% | \$ | 175,893.75 | | 504 462 50 | ¢ | 0.420.00 | | |
| 11/1/2022 5/1/2023 | 5 | 160,000 | 3.000% | \$ \$ | 173,568.75 173,568.75 | \$ | 504,462.50 | \$ | 8,430,00 | | |
| 11/1/2023 | 7 | 100,000 | 3.00070 | \$ | 171,168.75 | \$ | 504,737.50 | Ś | 8,270,00 | | |
| 5/1/2024 | Ç | 165,000 | 3.000% | \$ | 171,168.75 | | , | | | | |
| 11/1/2024 | | | | \$ | 168,693.75 | \$ | 504,862.50 | \$ | 8,105,0 | | |
| 5/1/2025 | Ş | 170,000 | 3.000% | \$ | 168,693.75 | | 504.007.50 | | 7.025.0 | | |
| 11/1/2025 | | 175,000 | 2.600% | \$ \$ | 166,143.75 | \$ | 504,837.50 | \$ | 7,935,0 | | |
| 5/1/2026 11/1/2026 | ÷ | 175,000 | 3.600% | \$ \$ | 166,143.75 162,993.75 | \$ | 504,137.50 | \$ | 7,760,0 | | |
| 5/1/2027 | 9 | 185,000 | 3.600% | \$ | 162,993.75 | 7 | 304,137.30 | 7 | 7,700,0 | | |
| 11/1/2027 | , | , | | \$ | 159,663.75 | \$ | 507,657.50 | \$ | 7,575,0 | | |
| 5/1/2028 | Ç | 190,000 | 3.600% | \$ | 159,663.75 | | | | - | | |
| 11/1/2028 | | | | \$ | 156,243.75 | \$ | 505,907.50 | \$ | 7,385,0 | | |
| 5/1/2029 | Ç | 195,000 | 3.600% | \$ | 156,243.75 | | F02 077 F2 | ¢ | 7 400 0 | | |
| 11/1/2029 5/1/2030 | | 205,000 | 3.600% | \$ \$ | 152,733.75 152,733.75 | \$ | 503,977.50 | \$ | 7,190,0 | | |
| 11/1/2030 | ÷ | 205,000 | 3.600% | \$ | 149,043.75 | \$ | 506,777.50 | \$ | 6,985,0 | | |
| 5/1/2031 | Ś | 210,000 | 4.125% | \$ | 149.043.75 | <u> </u> | 300,777.30 | 7 | 0,303,0 | | |
| 11/1/2031 | • | | | \$ | 144,712.50 | \$ | 503,756.25 | \$ | 6,775,0 | | |
| 5/1/2032 | Ç | 220,000 | 4.125% | \$ | 144,712.50 | | | | | | |
| 11/1/2032 | | | | \$ | 140,175.00 | \$ | 504,887.50 | \$ | 6,555,0 | | |
| 5/1/2033 | Ş | 230,000 | 4.125% | \$ | 140,175.00 | | | | | | |
| 11/1/2033 | | 240,000 | 4.4350/ | \$ | 135,431.25 | \$ | 505,606.25 | \$ | 6,325,0 | | |
| 5/1/2034 11/1/2034 | Ş | 240,000 | 4.125% | \$ \$ | 135,431.25 130,481.25 | \$ | 505,912.50 | \$ | 6,085,0 | | |
| 5/1/2035 | 9 | 250,000 | 4.125% | \$ | 130,481.25 | 7 | 303,312.30 | 7 | 0,005,0 | | |
| 11/1/2035 | Ţ | | | \$ | 125,325.00 | \$ | 505,806.25 | \$ | 5,835,0 | | |
| 5/1/2036 | Ç | 260,000 | 4.125% | \$ | 125,325.00 | | | | | | |
| 11/1/2036 | | | | \$ | 119,962.50 | \$ | 505,287.50 | \$ | 5,575,0 | | |
| 5/1/2037 | Ş | 270,000 | 4.125% | \$ | 119,962.50 | | 504 256 25 | | F 20F 0 | | |
| 11/1/2037 5/1/2038 | 5 | 280,000 | 4.125% | \$ \$ | 114,393.75 114,393.75 | \$ | 504,356.25 | \$ | 5,305,0 | | |
| 11/1/2038 | 7 | 280,000 | 4.123/6 | \$ | 108,618.75 | \$ | 503,012.50 | Ś | 5,025,0 | | |
| 5/1/2039 | 9 | 295,000 | 4.125% | \$ | 108,618.75 | 7 | 303,012.30 | Υ | 3,023,0 | | |
| 11/1/2039 | , | , | | \$ | 102,534.38 | \$ | 506,153.13 | \$ | 4,730,0 | | |
| 5/1/2040 | Ç | 305,000 | 4.125% | \$ | 102,534.38 | | | | | | |
| 11/1/2040 | | | | \$ | 96,243.75 | \$ | 503,778.13 | \$ | 4,425,0 | | |
| 5/1/2041 | Ş | 320,000 | 4.350% | \$ | 96,243.75 | | FOF F37 F0 | , | 4 405 0 | | |
| 11/1/2041 5/1/2042 | | 335,000 | 4.350% | <u>\$</u> \$ | 89,283.75 89,283.75 | \$ | 505,527.50 | \$ | 4,105,0 | | |
| 11/1/2042 | 7 | 333,000 | 4.55070 | \$ | 81,997.50 | \$ | 506,281.25 | \$ | 3,770,0 | | |
| 5/1/2043 | Ç | 350,000 | 4.350% | \$ | 81,997.50 | ~ | , | т_ | -,. , 0,0 | | |
| 11/1/2043 | | | | \$ | 74,385.00 | \$ | 506,382.50 | \$ | 3,420,0 | | |
| 5/1/2044 | Ş | 365,000 | 4.350% | \$ | 74,385.00 | | | | | | |
| 11/1/2044 | | 200 000 | 4.2500/ | \$ | 66,446.25 | \$ | 505,831.25 | \$ | 3,055,0 | | |
| 5/1/2045 11/1/2045 | Ş | 380,000 | 4.350% | \$ | 66,446.25 58 181 25 | \$ | 504,627.50 | \$ | 2,675,0 | | |
| 5/1/2046 | | 400,000 | 4.350% | \$ | 58,181.25 58,181.25 | Ş | 504,027.50 | ې | 2,075,0 | | |
| 11/1/2046 | 7 | .00,000 | | \$ | 49,481.25 | \$ | 507,662.50 | \$ | 2,275,0 | | |
| 5/1/2047 | Ş | 415,000 | 4.350% | \$ | 49,481.25 | | | | | | |
| 11/1/2047 | | | | \$ | 40,455.00 | \$ | 504,936.25 | \$ | 1,860,0 | | |
| 5/1/2048 | Ş | 435,000 | 4.350% | \$ | 40,455.00 | | | | | | |
| 11/1/2048 | | 455.000 | 4.2500/ | \$ | 30,993.75 | \$ | 506,448.75 | \$ | 1,425,0 | | |
| 5/1/2049 11/1/2049 | Ş | 455,000 | 4.350% | \$ \$ | 30,993.75 21,097.50 | \$ | 507,091.25 | ć | 970,0 | | |
| 5/1/2050 | | 475,000 | 4.350% | \$ | 21,097.50 | Ą | 307,031.23 | ڔ | 310,0 | | |
| 11/1/2050 | 7 | 4,3,000 | 4.55070 | \$ | 10,766.25 | \$ | 506,863.75 | \$ | 495,0 | | |
| 5/1/2051 | Ş | 495,000 | 4.350% | \$ | 10,766.25 | \$ | 505,766.25 | \$ | | | |
| - | | 8,585,000 | | \$ | 6,899,827.20 | | 15,484,827.20 | | | | |

River Landing Community Development District Debt Service Fund - Series 2020B Bonds - Budget Fiscal Year 2023

| Description | | | Actual at L/31/2022 | | icipated Year I 09/30/2022 | Fiscal Year 2023 Budget | | |
|--|------|---------|------------------------|---------|-------------------------------|----------------------------|----------|---------|
| Revenues and Other Sources | | Ū | | | | | | Ü |
| Carryforward | \$ | 90,487 | \$ | _ | \$ | _ | \$ | _ |
| Interest Income | • | | , | | , | | , | |
| Revenue Account | \$ | - | \$ | _ | \$ | _ | \$ | _ |
| Reserve Account | \$ | - | \$ | _ | , \$ | _ | \$ | _ |
| Interest Account | \$ | - | \$ | - | , \$ | - | \$ | - |
| Prepayment Account | \$ | - | \$ | - | \$ | - | \$ | - |
| Capitalized Interest Account | \$ | - | \$ | - | \$ | _ | \$ | - |
| Special Assessment Revenue | | | | | · | | • | - |
| Special Assessment - On-Roll | \$ | - | \$ | 192,547 | \$ | 192,547 | \$ | _ |
| Special Assessment - Off-Roll | \$ | 99,025 | \$ | 1,115 | \$ | 1,115 | \$ | 197,413 |
| Special Assessment - Prepayment | \$ | - | \$ | 107,644 | \$ | 107,644 | \$ | - |
| Bond Proceeds | | | | | | | | |
| Capitalized Interest Fund Deposit | | | \$ | - | \$ | - | | |
| Reserve Fund Deposit | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Revenue & Other Sources | \$ | 189,512 | \$ | 301,307 | \$ | 301,307 | S \$ | 197,413 |
| | .d | | | | | | | |
| Expenditures and Other Uses | | | | | | | | |
| Debt Service | | | | | | | | |
| Principal Debt Service - Mandatory | \$ | - | \$ | - | \$ | - | \$ | - |
| Principal Debt Service - Early Redemptions | \$ | - | \$ | 15,000 | \$ | 107,644 | | |
| Interest Expense | \$ | 189,522 | \$ | 99,025 | \$ | 189,522 | \$ | 197,413 |
| Other Fees and Charges | | | | | | | | |
| Discounts/Collection Costs | \$ | - | \$ | - | \$ | - | \$ | - |
| Operating Transfers Out | \$ | - | \$ | - | \$ | - | \$ | - |
| Total Expenditures and Other Uses | \$ | 189,522 | \$ | 114,025 | \$ | 297,166 | \$ | 197,413 |
| Net Increase/(Decrease) in Fund Balance | \$ | _ | \$ | 187,282 | \$ | 4,141 | \$ | _ |
| Fund Balance - Beginning | \$ | _ | \$ | 107,202 | \$ | -,1-1 | \$ | 4,141 |
| Fund Balance - Ending | \$ | | \$ | 187,282 | \$ | 4,141 | \$ | 4,141 |
| Tuna balance Enamy | Ť | | <u> </u> | 107,101 | | -1,2-12 | <u> </u> | |
| Restricted Fund Balance: | | | | | | | | |
| Reserve Account Requirement | | | | | \$ | 253,831 | | |
| Restricted for November 1, 2023 Interest Pay | ment | | | | | N/A | | |
| Total - Restricted Fund Balance: | | | | | \$ | 253,831 | i | |

River Landing Community Development District Debt Service Fund - Series 2020B

| Description | Principal Prepayments | Principal | Coupon Rate | Interest | | Annual Debt Service | | Par Outstanding | |
|--------------------|--------------------------|----------------|----------------|----------|-----------|------------------------|--------------|--------------------|-----------|
| Par Amount Issued: | | \$ 4,660,000 | 4.250% | | | | | | |
| 5/1/2022 | : | ; - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2022 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2023 | | ; - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2023 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2024 | | , - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2024 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2025 | , | , - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2025 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2026 | | , - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2026 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2027 | | , - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2027 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2028 | | , - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2028 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2029 | | , - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2029 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2030 | | ; - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2030 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2031 | | ; - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2031 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2032 | | \$ - | 4.250% | \$ | 98,706.25 | | | | |
| 11/1/2032 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2033 | ! | \$ - | 4.250% | \$ | 98,706.25 | - | • | • | · · · · · |
| 11/1/2033 | | - | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2034 | | \$ - | 4.250% | \$ | 98,706.25 | - | • | • | · · · · · |
| 11/1/2034 | | | | \$ | 98,706.25 | \$ | 197,412.50 | \$ | 4,645,000 |
| 5/1/2035 | | \$ 4,645,000 | 4.250% | \$ | 98,706.25 | | , | | |
| 11/1/2035 | | | | \$ | 98,706.25 | \$ | 4,842,412.50 | \$ | - |

CDD / HOA MAINTENANCE AGREEMENT

THIS CDD / HOA MAINTENANCE AGREEMENT is made and entered into this 15th day of March, 2022, by and between:

River Landing Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o JP Ward & Associates, LLC, 2301 NE 37th Street, Fort Lauderdale, Florida 33308 ("**District**"); and

River Landing Community Association, Inc., a Florida not-for-profit corporation, whose address is c/o 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619 ("**Association**").

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners of Pasco County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District presently owns various systems, facilities and infrastructure including, but not limited to, stormwater management improvements and wetlands, and perimeter landscaping, irrigation, hardscape and other improvements; and

WHEREAS, the District desires to provide for the operation, maintenance and repair services as described in **Exhibit A** attached hereto ("Work") of the District's improvements described in **Exhibit B** on lands owned by the District from time to time ("**Property**"); and

WHEREAS, the Association is a not-for-profit corporation owning, operating and maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that are served by both the Association and the District benefit from the improvements and may be required to pay for the cost of the Work, regardless of whether such Work is conducted by the Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents and the benefits of full-time, on-site operation and maintenance personnel, the District desires to contract with the Association to provide the Work; and

WHEREAS, the Association represents that it is qualified, either in its own right or through its officers, employees, contractors and/or affiliates, to provide the Work and desires to contract with the District to do so in accordance with the terms of this Agreement.

Now, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF WORK.

- A. **Work.** Association shall be responsible for providing, or causing to be provided, the Work in an efficient, lawful, and satisfactory manner. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. Association shall be responsible for all of its contractors or subcontractors that perform the Work as if the Association itself were performing such Work.
- B. *Inspection*. Association shall conduct regular inspections of all Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.
- C. Repair and Maintenance. Association shall make, or cause to be made, such routine repair work or normal maintenance to the Property as may be required for the operation or physical protection of the Property. Association shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any Work. Association shall immediately notify the District Manager, or a designated representative, concerning the need for emergency repairs.
- D. *Investigation and Report of Accidents/Claims*. Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the improvements or the Work. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District's Board of Supervisors.
- E. Adherence to District Rules, Regulations and Policies. Association shall ensure that Association's officers, employees, contractors, and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- F. Care of the District's Improvements. Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors, and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors, and affiliates.
- G. **Staffing and Billing.** Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the Work.
- H. **Designation of District Representative.** The District shall designate in writing a person to act as the District's representative with respect to the Work. The District's representative

shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Work. The District hereby designates the District Manager to act as its representative.

- I. **Reports.** The Association agrees to meet with the District's representative no less than one time per month to walk the Property to discuss conditions, schedules, and items of concern regarding this Agreement. In cooperation with a District approved engineer, the Association shall provide the District with an annual report of the ongoing maintenance of District, as described in **Exhibit A**, by submitting the form in **Exhibit C** no later than September 30th of each year.
- **SECTION 3. COMPENSATION.** The Association shall provide the Work at no cost to the District. The Association shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this Agreement. The Association agrees that there is sufficient consideration for this Agreement because, among other reasons, the Association benefits from the contracting efficiencies in having all of the public and community infrastructure maintained by a single entity.
- **SECTION 4.** TERM. This Agreement commences on the date first written above and continues through September 30, 2022 ("Initial Term"). This Agreement shall automatically renew for annual periods thereafter unless terminated pursuant to the terms of this Agreement.
- **SECTION 5. INSURANCE.** The Association and its contractors performing any part of the Work shall maintain or cause to be maintained, at its / or their own expense throughout the term of this Agreement, the following insurance:
 - A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - B. Commercial General Liability Insurance covering legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
 - C. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit for bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association and/or its contractors of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- **SECTION 6. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this 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, 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.
- **SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances relating to the Property, including but not limited to any applicable permits or other regulatory approvals.

SECTION 8. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. Without intending to limit the foregoing, the District shall have a "self-help" remedy whereby, in the event of a default by the Association, the District may provide the Work and charge the cost of the Work to the Association, provided that the District first provide the Association with a reasonable opportunity to cure any default. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that each party shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the party seeking to enforce the conditions and agreements in refraining from so doing; and further, that the failure of a party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

SECTION 12. TERMINATION.

- A. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- B. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.
- C. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause. In the event of termination by the Association, the Association shall be required to provide the District with sufficient funds to provide for the Work contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.

Regardless of which party terminates this Agreement and for what purpose, the Association and the District shall cooperate in effectuating a transfer of the obligations under this Agreement including the assignment of maintenance contracts and the transfer of all documentation associated with the provision of Work hereunder including warranty documentation.

- **SECTION 13. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency for the operation and maintenance of the District's improvements shall be obtained and paid for by the District.
- **SECTION 14. ASSIGNMENT.** No party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.
- **SECTION 15. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District. The Association agrees to assume all liabilities or obligations imposed by any applicable laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.
- **SECTION 16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- **SECTION 17.** AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.
- **SECTION 18.** AMENDMENTS. 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 the District and the Association.
- **SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.
- SECTION 20. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.
- **SECTION 21.** THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied

is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 22. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Pasco County, Florida.

SECTION 23. PUBLIC RECORDS. The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Association acknowledges that the designated public records custodian for the District is its District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Association 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 the Association 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 Association'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 the Association, the Association 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 ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O JP WARD & ASSOCIATES, LLC, 2301 NE 37TH STREET, FORT LAUDERDALE, FLORIDA 33308 PHONE (954) 658-4900, AND E-MAIL JIM.WARD@JPWARDASSOCIATES.COM.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association 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 any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

| y: Robert Lee s: Chairperson | | RIVER LANDING COMMUNITY DEVELOPMENT I |
|---------------------------------------|----|--|
| s: Chairperson | | |
| s: Chairperson | Ву | y: Robert Lee |
| VER LANDING COMMUNITY ASSOCIATION, IN | - | |
| | R | IVER LANDING COMMUNITY ASSOCIATION, IN |
| | | /: |
| · | | |

EXHIBIT A:

EXHIBIT B: EXHIBIT C:

Scope of Work

Map of District Assets/Improvements

Affidavit and Annual HOA Maintenance Report

EXHIBIT A SCOPE OF WORK



Exhibit "A" Stormwater Management System Maintenance Scope of Work

The following are the Stormwater Management Systems (SWM) maintenance items to be performed by the specified Maintenance Entity:

Weekly Occurrence Maintenance Task

- Mow and maintain landscaping along pond banks
 - o Minimum extents are from pond water's edge to top of bank
 - Weekly from April 1st thru October 31st
 - o Every other week from November 1st thru March 31st
 - Total of 42 occurrences per calendar year
- Spray / Treat open water areas for nuisance vegetation species, algae, etc. in accordance with applicable Agency Standards
 - Beneficial and aesthetic vegetation species to be reviewed with District and Association prior to removal
- Inspect and maintain pond bank slopes / stability; Remove any sediment in pond resulting from washouts
- Inspect and maintain littoral shelfs as applicable to site
- Maintain functionality and remove trash / other foreign debris as needed
- Remove vegetation / debris from stormwater infrastructure (inlets, outlets, structures, pipes, clean outs, underdrain systems, etc.); Remove any sediment downstream of outfall resulting from washouts

Monthly Occurrence Maintenance Task

- Inspect and maintain stormwater infrastructure
 - Flush / Clean stormwater infrastructure as needed (including underdrain systems)
- Inspect Control Structures to ensure performing intended function (baffle, skimmer, grates, chains, weir openings, etc.)
- Provide Summary Report of the maintenance activities completed for the calendar month
 - o Provide documentation (inspection reports, pictures, receipts, etc.)

Annual Occurrence Maintenance Task

Provide Summary Report of the yearly maintenance activities as requested by Board

Occurrence As Required Maintenance Task

- Inspect and maintain trail system as applicable to site
 - Occurrence Quarterly and/or as required by Parties
- Inspect wetland / wetland mitigation areas, ensure compliance with Agency standards, maintain stormwater function within overall system, maintenance of vegetation
 - o Occurrence Twice Annually and/or as required by Permit
- Inspect SWM system for compliance with applicable Water Management District (WMD)
 Environmental Resource Permit (Permit) and permit monitoring reporting
 - Occurrence Twice Annually and/or as required by Permit



- Submit "Operation and Maintenance Inspection Certification" within 30 days of any SWM system failure or deviation from the Permit
- Inspect SWM system for compliance with applicable County and local Agency standards
- Submit Inspection/Maintenance Reports to WMD as required by Permit
 - o (typically every five years for retention or wet detention systems)
- Provide supplementary information (reports, records, pictures, receipts, documentation, etc.) to support preparation of SWM Reports as may be required per FL Statutes (including but not limited to, 189.08) and FAC (including but not limited to, 62-40.431)
- Inspection of SWM following major storm event to ensure function maintained. Provision
 of a "Major Storm Response Plan". Plan prepared by Maintenance Entity shall generally
 provide for but not be limited to following;
 - Upon Storm conclusion, estimated schedule that inspection of stormwater infrastructure will occur
 - o Evaluation that stormwater infrastructure is able to function as intended
 - If applicable, estimated costs to ensure stormwater infrastructure is in compliance with intended function
 - o Evaluation of ponds and wetlands for potential environmental concerns
 - Summary Report documenting the results of the Storm and post remedial actions as applicable

The term "pond" above includes all aspects of the SWM system needed to provide storage or conveyance for stormwater runoff (wet/dry SWM ponds, floodplain compensation ponds, ditches, canals, lakes, etc.).

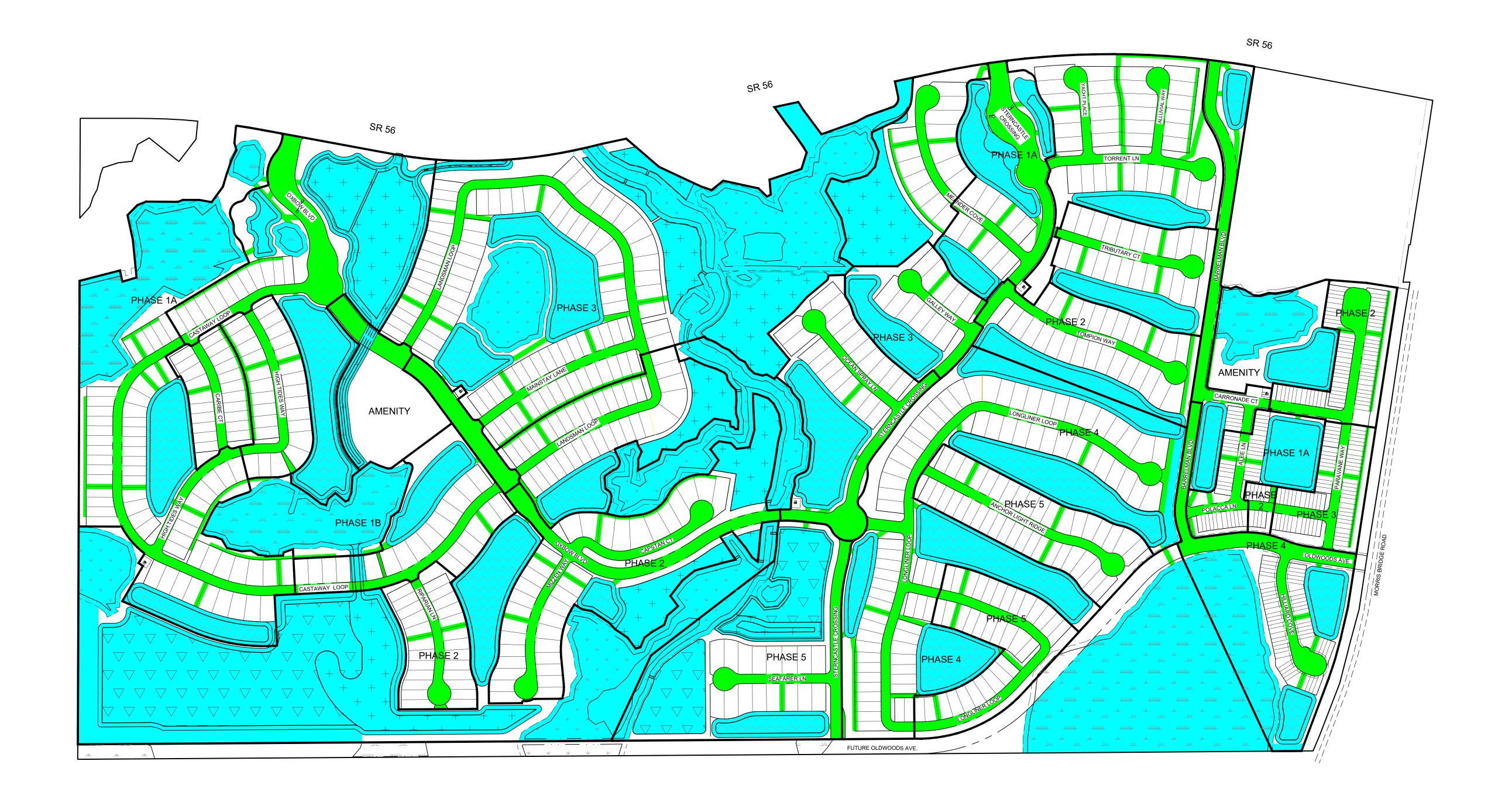
The term "control structure" above includes all methods of controlling water levels and discharges for the SWM system (concrete structures, weir walls, geoweb weirs, spillways, etc.).

Agency approved chemicals and methods shall be utilized for appropriate maintenance of the SWM.

All nuisance vegetation removed by physical or mechanical means shall be hauled away and disposed of

Nuisance vegetation shall be removed from all equipment prior to subsequent entry into other areas of SWM to preclude introduction of nuisance vegetation into other ponds

EXHIBIT B MAP OF DISTRICT ASSETS/IMPROVEMENTS



STORMWATER MANAGEMENT SYSTEM LEGEND

STORMWATE (CDD OWNER

STORMWATER POND (CDD OWNED TRACT)

FLOODPLA COMPENS (CDD OWN

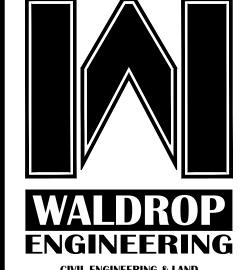
FLOODPLAIN COMPENSATION POND (CDD OWNED TRACT)

V V V

WETLAND CREATION (CDD OWNED TRACT)

WETLAND (CDD OWNED TRACT)

DRAINAGE MAINTENANCE AREA (CDD GRANTED ACCESS)



CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTANTS

10401 Highland Manor Dr. Suite #220, Tampa, FL 33610 P: 813-443-8282 F: 813-443-8285 EMAIL: info@waldropengineering.com

RIVER LANDING CDD

Ownership & Maintenance Exhibit

SCALE IN FEET

PREPARED FOR:

FILE NAME: RL CDD O&M EXHIBIT UPDATED: 2021/12/29

EXHIBIT C AFFIDAVIT AND ANNUAL HOA MAINTENANCE REPORT

AFFIDAVIT OF MAINTENANCE SERVICES

| STATE OF | | |
|--------------|---|--|
| | | |
| The | e undersigned as Autho | prized Signatory of the River Landing Community Association, |
| | | being duly sworn does hereby swear or affirm: |
| 1 | That attached haveta is a true and or | arrest cany of the annual records valeted to the maintenance |
| 1. | | orrect copy of the annual records related to the maintenance relopment District ("District") stormwater system. |
| 2. | The attached Annual HOA Mai | |
| | | rtain District improvements that the HOA is maintaining, and |
| | the relevant services provided dur | ring the previous fiscal year to maintain compliance with |
| | applicable permits, as well as govern | |
| 3. | | nce Agreement dated between District and |
| | | ded funds to maintain and repair certain District infrastructure reement. The attached HOA Maintenance Report accurately |
| | _ | d accurately describes the current status of the District |
| | improvements as it relates to compli | · |
| 4. | • | I that the District intends to rely on this affidavit for purposes |
| | of ensuring the District improvement | ts are maintained consistent with all applicable permits as well |
| | as government and agency standard | S. |
| I de | eclare that I have read the foregoing and | d the facts alleged are true and correct to the best of my |
| | | |
| knowledge ar | nd belief. | |
| Exec | cuted this day of, 2022. | |
| | ,.,.,.,.,.,.,.,.,.,.,.,.,.,.,.,.,.,., | |
| | | |
| | | , Authorized Signatory |
| | | |
| STATE OF FLO | | |
| COUNTY OF _ | | |
| Swo | orn to and subscribed before me by mea | ns of [] physical presence or [] online notarization this |
| day of | | as Authorized Signatory of, a |
| | | signature appears hereabove, [] is personally known to me |
| or [] produ | uced | as identification. |
| | | |
| (SEAL) | | Signature of Notary Public |
| | | Name of Notary Public |
| | | (Typed, Printed or Stamped) |
| | | |

Exhibit A – Annual HOA Maintenance Report

RESOLUTION 2022-4

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING THE ASSIGNMENT OF THE ENGINEERING SERVICES AGREEMENT FROM WALDROP ENGINEERING, INC., TO ATWELL, LLC; AUTHORIZING THE CHAIRPERSON TO EXECUTE THE ASSIGNMENT; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the River Landing Community Development District ("District") is a local unit of special-purpose government creating and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Sarasota County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") has previously entered into that certain *Engineering Services Agreement*, effective as of September 1, 2020 ("Agreement") between the District and Waldrop Engineering, Inc., attached hereto as **Exhibit A**, for engineering services and planning and landscape architecture services; and

WHEREAS, due to a recent corporate merger effective as of January 1, 2022, Waldrop Engineering, Inc., is now known as Atwell, LLC; and

WHEREAS, the District desires to accept the assignment of the Agreement from Waldrop Engineering, Inc., to Atwell, LLC, for the specific scope of services, attached hereto as **Exhibit B**, and approve the form of the *Consent to Assignment and Assignment of Agreement* ("Assignment") between the District and Atwell, LLC, attached hereto as **Exhibit C**; and

WHEREAS, the District desires to authorize the Chairperson, in connection with the recommendation of District Staff, to finalize, and execute the Assignment on the District's behalf.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT:

- **1. FINDINGS.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- **2. APPROVAL OF ASSIGNMENT.** The Assignment, attached hereto as **Exhibit C**, is hereby approved in substantial form, subject to any further revisions that may be made by the District's Chairperson, in consultation with District Staff.
- **3. EXECUTION OF ASSIGNMENT.** The Chairperson is authorized to execute the Patrial Assignment at a time to be determined by the Chairperson, in consultation with District Staff.

- **4. CONFLICTS.** If any provision of this Resolution is held to be in conflict with another resolution of the District, the resolutions shall be read to harmony to the extent possible, and, otherwise, the terms of this Resolution shall control with respect to the subject matter addressed herein.
- **5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of March 2022.

| RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT |
|--|
| Chairperson/Vice Chairperson |
| |

Exhibit A: Engineering Services Agreement

Exhibit B: Scope of Services

Exhibit C: Assignment of Engineering Services Agreement

Exhibit A:

Engineering Services Agreement

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into as of this 1st day of September 2020 by and between RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and the laws of the State of Florida ("District") and WALDROP ENGINEERING, P.A., a Florida corporation ("Engineer").

WHEREAS, the District solicited for proposals to serve as the Engineer for the District in accordance with Sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, the Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked the Engineer as the number one most qualified firm to serve as the Engineer for the District and authorized negotiation of a contract; and

WHEREAS, the District intends to employ the Engineer to perform engineering, surveying, planning, landscaping, environmental management and permitting, and such other services as deemed necessary by the District, as defined in separate work authorizations; and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will provide the required services defined in separate work authorizations to the District during the performance of his services.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants herein contained, the act and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

ARTICLE 1. SCOPE OF SERVICES

- **A.** The Engineer will provide general engineering services, as authorized by the Board of Supervisors and supervised by the District's Manager or directed by the District Manager, including:
 - Prepare any necessary reports and attend meetings of the District's Board of Supervisors; and
 - 2. Assistance in meeting with necessary parties pertaining to bond issues, special reports, feasibility studies or other tasks; and
 - **3.** Performance of any other duties related to the provision of infrastructure and services.
- **B.** The Engineer shall prepare construction drawings and specifications for the type of work as authorized by the Board of Supervisors of the District and directed by the District's Manager. This may include rendering assistance in the drafting of forms,

proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, and any other activity required by the District.

- **C.** The Engineer shall provide general services during the construction phase of a project as authorized by the District and supervised by the District's Manager which may include the following:
 - Periodic visits to the site, or full-time services, as directed by the District; and
 - 2. Processing of contractors' pay estimates; and
 - **3.** Final inspection and requested certificates for construction including the final certification of construction; and
 - 4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "Engineer"; and
 - **5.** Any other activity related to construction as authorized by the District.
 - **6.** Land surveying.
 - **7.** Topographic surveying.
 - 8. Staking and layout work for construction.
 - 9. Tests of material and underground explorations; and
 - 10. Aerial photographs.
- **D.** The Engineer will assign a project manager to the District, notifying the District in writing, which project manager shall be the primary contact person for the Engineer.
- **E.** In those instances where the Engineer believes that a task, work, or project requires additional personnel, the Engineer shall obtain the prior written approval of the District. The Engineer shall optimize the resources available through the District staff before utilizing additional Engineer personnel.
- **F.** Each project shall utilize standard project management methodology.
- **G.** The District retains the right to at any time, without penalty or charge, suspend any previously authorized work, task or project, by providing written notice to the Engineer, provided however that the District shall be responsible to pay the Engineer for all authorized work performed prior to receipt by Engineer of the notice of suspension.
- **H.** The District retains the right to obtain other engineering services.
- I. The professional services to be provided by Engineer shall comply with all applicable laws, statutes, ordinances, codes, orders (including, without limitation, the PUD Ordinance), rules and regulations, and shall be performed with the degree of care

and diligence and in accordance with the professional standards of professional engineers practicing in the State of Florida. The services shall be performed within the standards of the industry. In the event of any conflict between the rules, regulations and ordinances promulgated by the various governmental authorities controlling construction of improvements, Engineer covenants and agrees that it will design such improvements in accordance with the standards of the industry.

ARTICLE 2. METHOD OF AUTHORIZATION/SCHEDULE

- **A.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District and as agreed to by the Engineer.
- **B.** Engineer shall perform its obligations under this Agreement as expeditiously and efficiently as are consistent with professional skill and care and the orderly progress of the construction of the District's facilities and improvements and meet such project schedules as may be developed by District and consistent with information provided to Engineer by District and applicable government agencies. Engineer agrees that all services shall be provided in such a manner as to meet District's reasonable expectation and to provide Engineer's best efforts to ensure the timely progression of the work being performed by the District.

ARTICLE 3. COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

Lump Sum Amount. For services or projects where the District and Engineer mutually agree to a maximum lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

Hourly Personnel Rates. For services or projects where the scope of services is not capable of being clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the services shall be charged at the Engineer's current and best rates, a current copy of which is outlined in Schedule A, attached hereto and made a part hereof. If requested by the District, Engineer shall provide the District with written updates of said rate schedule.

Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of District authorized work for the incidental expenses listed as follows:

- **A.** Expenses of transportation and living when traveling in connection with the project, for long distance calls and facsimiles, and fees paid for securing approval of authorities having jurisdiction over the Project. Requests for reimbursements for all such Expenditures shall be made in accordance with Chapter 112, Florida Statutes and with the District's travel policy.
- **B.** Actual expense of reproduction, postage and handling of drawings, and specifications except those use for in-house purposes by Engineer.

ARTICLE 5. SPECIAL CONSULTANTS

When authorized in writing by the District, additional special consulting services shall be paid for at the actual cost of the special consultant without any markup by the Engineer.

ARTICLE 6. BILLING AND ACCOUNTING RECORDS

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Engineer, when billing based upon an hourly basis shall record the time expended in increments not less than two-tenths (.2) of an hour, with an accompanying detailed explanation for each time entry. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the

District or its authorized representative for observation or audit at mutually agreeable times. The Engineer shall not charge for time expended in billing preparation or review or for internal administration of this Agreement. The Engineer acknowledges that the provisions of Article 14 of this Agreement may apply to such records.

ARTICLE 7. OWNERSHIP OF PLANS

All plans produced by the Engineer shall immediately become property of the District.

ARTICLE 8. REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer.

ARTICLE 9. ESTIMATE OF COST

Since the Engineer has no control over the cost of labor, materials or equipment, a contractor's(s') methods of determining prices, competitive bidding or market conditions, any opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by the contractor. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 10. INSURANCE

The Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

| Workers Compensation | Statutory |
|---|--------------------------|
| General Liability | t. 000 000/t2 000 000 |
| Bodily Injury (including Contractual) | \$1,000,000/\$2,000,000 |
| Property Damage (including | \$1,000,000/ \$2,000,000 |
| Contractual) | |
| Automobile Liability (if Applicable) | |
| Bodily Injury | \$1,000,000/\$1,000,000 |
| Property Damage | \$1,000,000 |
| Professional Liability for Errors and | \$1,000,000/\$3,000,000 |
| Omissions | |

The Engineer shall provide the District with a certificate evidencing compliance with the above terms and naming the District as an additional insured on general and automobile liability policies. The Engineer shall require that the insurer provide the District with thirty (30) days notice of cancellation and provide written certification thereof. At no time shall the Engineer be without insurance in the above amounts.

ARTICLE 11. CONTINGENT FEE

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 12. AUDIT

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of five years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five years after completion of all work under the Agreement. At the end of said time period, the Engineer shall turn over District records to the District and will be reimbursed for the actual costs to do so.

ARTICLE 13. INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District, its Board members, officers, agents, employees harmless of and from any and all liabilities, claims, costs, expenses, causes of action, demands, suits, or losses (including attorneys' fees and costs) arising from the negligent or wrongful acts, errors, or omissions, or the misconduct, of the Engineer, the Engineer's agents, or its employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, F.S. The terms and provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14. PUBLIC RECORDS

The Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the work provided to the District by Engineer. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. The District shall have the right to unilaterally cancel this Agreement for refusal by the Engineer to allow public access to all documents, papers, letters, or other materials that are subject to the provisions of Chapter 119, F.S. and made or received by the Engineer in conjunction with this Agreement.

ARTICLE 15. EMPLOYMENT VERIFICATION

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 16. CONTROLLING LAW

The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The parties to this Agreement acknowledge venue as lying in Pasco County, Florida and further agree that all litigation arising out of this Agreement or the services provided hereunder shall be in the Florida state court of appropriate jurisdiction in Pasco County, Florida.

ARTICLE 17. ASSIGNMENT AND AMENDMENT

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants, as the Engineer deems appropriate, pursuant to Article 5 herein. Amendment 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.

ARTICLE 18. TERMINATION

This Agreement shall commence upon execution of this Agreement by both parties and shall continue until terminated in accordance with the provisions herein. The District may terminate this Agreement, in whole or in part, for non-performance by the Engineer or for convenience and without cause, at the District's discretion, by providing thirty (30) days written notice to the Engineer of the District's intent to terminate. The Engineer may terminate this Agreement without cause upon ninety (90) days written notice. At such time as the Engineer receives-notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, the Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 19. RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, to the extent permitted by law, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including those associated with any appeal.

ARTICLE 20. INDEPENDENT CONTRACTOR

In all matters relating to this Agreement, the Engineer shall be acting as an independent contractor. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations imposed by anyone or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the District and the Engineer shall have

no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

ARTICLE 21. NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if hand delivered, sent by commercial overnight courier, or mailed by registered or certified mail, return receipt requested, to the authorized representative of the other party at the addresses below or to such other addresses as the parties hereto may hereafter designate in writing. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of certified mailing, such notice shall be effective from the date the same is deposited in the mail with postage prepaid. The addresses for notice purposes are as follows:

IF TO ENGINEER:

Waldrop Engineering, P.A.

28100 Bonita Grande Drive, Suite 305

Bonita Springs, Florida 34135

Attention: Mr. Jeremy Arnold, Senior Vice-

President

IF TO DISTRICT:

River Landing Community Development District

2900 NE 12th Terrace, Suite 1 Oakland Park, Florida 33334

Phone: 954-658-4900

E-Mail: JimWard@JimWardAssociates.com

Fax: Not Applicable

Attention: Mr. James P. Ward Hopping Green & Sams, P.A.

WITH A COPY TO:

119 South Monroe Street
Tallahassee, Florida 32301
Phone: 850-222-7500

Attention: Mr. Wesley Haber

ARTICLE 21. OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

ARTICLE 22. SEVERABILITY

Should any clause, paragraph, or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE 23. ACCEPTANCE

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

{Signatures appear on the following page}

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DISTRICT:

Attest:

RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT

James . Ward, Secretary

Robert Lee, Chairman

ENGINEER:

WALDROP ENGINEERING, P.A.

a Florida corporation

By:

Jeremy Arnold, Senior Vice-President

SCHEDULE A

Exhibit B:

Scope of Services

ATWELL, LLC - ENGINEERING SERVICES

ARTICLE 1. SCOPE OF SERVICES

- **A.** The Engineer will provide general engineering services, as authorized by the Board of Supervisors and supervised by the District's Manager or directed by the District Manager, including:
 - Prepare any necessary reports and attend meetings of the District's Board of Supervisors; and
 - 2. Assistance in meeting with necessary parties pertaining to bond issues, special reports, feasibility studies or other tasks; and
 - **3.** Performance of any other duties related to the provision of infrastructure and services,.
- **B.** The Engineer shall prepare construction drawings and specifications for the type of work as authorized by the Board of Supervisors of the District and directed by the District's Manager. This may include rendering assistance in the drafting of forms, proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, and any other activity required by the District...
- **C.** The Engineer shall provide general services during the construction phase of a project as authorized by the District and supervised by the District's Manager which may include the following:
 - Periodic visits to the site, or full time services, as directed by the District: and
 - 2. Processing of contractors' pay estimates; and
 - **3.** Final inspection and requested certificates for construction including the final certification of construction; and
 - 4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "Engineer"; and
 - Any other activity related to construction as authorized by the District.
 - Land surveying;
 - Topographic surveying;
 - Staking and layout work for construction;
 - Tests of material and underground explorations; and
 - Aerial photographs.

- **D.** The Engineer will assign a project manager to the District, notifying the District in writing, which project manager shall be the primary contact person for the Engineer.
- **E.** In those instances where the Engineer believes that a task, work or project requires additional personnel, the Engineer shall obtain the prior written approval of the District. The Engineer shall optimize the resources available through the District staff before utilizing additional Engineer personnel.
- **F.** Each project shall utilize standard project management methodology.
- **G.** The District retains the right to at any time, without penalty or charge, suspend any previously authorized work, task or project, by providing written notice to the Engineer, provided however that the District shall be responsible to pay the Engineer for all authorized work performed prior to receipt by Engineer of the notice of suspension.
- **H.** The District retains the right to obtain other engineering services.
- I. The professional services to be provided by Engineer shall comply with all applicable laws, statutes, ordinances, codes, orders (including, without limitation, the PUD Ordinance), rules and regulations, and shall be performed with the degree of care and diligence and in accordance with the professional standards of professional engineers practicing in the State of Florida. The services shall be performed within the standards of the industry. In the event of any conflict between the rules, regulations and ordinances promulgated by the various governmental authorities controlling construction of improvements, Engineer covenants and agrees that it will design such improvements in accordance with the standards of the industry.

Exhibit C:

Assignment of Engineering Services Agreement

CONSENT TO ASSIGNMENT OF THE AGREEMENT BETWEEN RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT, WALDROP ENGINEERING, INC., AND ATWELL, LLC FOR PROFESSIONAL ENGINEERING SERVICES

THIS ASSIGNMENT ("Assignment") is made and entered into this 9th day of March 2022 by and between Waldrop Engineering, P.A., a Florida corporation, with a mailing address of 10401 Highland Manor Drive, Suite 220 Tampa, Florida 33610 ("Assignor"); Atwell, LLC, a Michigan limited liability company, with a mailing address of 10401 Highland Manor Drive, Suite 220, Tampa, Florida 33610 ("Assignee"); and Currents Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Collier County, Florida, with a mailing address of 2301 N.E. 37 Street, Fort Lauderdale, FL, 33308 (the "District").

RECITALS

- WHEREAS, Assignor and the District previously entered into that certain Agreement between Currents Community Development District and Waldrop Engineering, P.A. for Professional Engineering Services dated September 1, 2020 (the "Agreement"); and
- **WHEREAS**, due to a recent corporate merger effective as of January 1, 2022, Waldrop Engineering, Inc., is now known as Atwell, LLC; and
- WHEREAS, Assignor and the District hereby recognize and agree that the Assignor's rights and obligations under the Agreement could be assigned to a third party pursuant to Section 22 of the Agreement; and
- WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and
- **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 District, Assignee, and Assignor agree as follows:
- 1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT. The District consents to Assignor's assignment of the Agreement to Assignee on the condition that the District receive new insurance certificates naming the District, its officers, supervisors, agents, staff, and representatives as additional insured. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Assignor and Assignee acknowledge and agree that Assignor and Assignee shall be jointly and severally liable for actions or inactions of Assignor occurring prior to the effective date of this Assignment.
- **3. NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

If to the District: River Landing Community Development District

2301 Northeast 37th Street Fort Lauderdale, Florida 33308

Phone: 954-658-4900

E-Mail: JimWard@JPWardAssociates.com

Attention: Mr. James P. Ward

With a copy to: KE LAW GROUP, PLLC

P.O.Box 6386

Tallahassee, Florida 32314 Attention: Mr. Jere Earlywine

If to Assignee: Atwell, LLC

10401 Highland Manor Drive, Suite 220

Tampa, Florida 33610 Attention: Victor Barbosa

4. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

| Attest: | District: River Landing Community Development District |
|-------------|--|
| | By: Print Name: |
| Print Name: | Its: |
| Witness: | Assignor: Waldrop Engineering, P.A |
| | By: Print Name: |
| Print Name: | Print Name: Its: |
| Witness: | Assignee: Atwell, LLC |
| | By: Print Name: |
| Print Name: | Its: |



CONSULTING. ENGINEERING. CONSTRUCTION.

| ASSSIGNMENT OF I | ENGINEERING SERVICES AGREEMENT |
|---|---|
| | , 2022 |
| River Landing Community Development | District |
| c/o JPWard & Associates, LLC | |
| 2301 Northeast 37 th Street | |
| Fort Lauderdale, Florida 33308 | |
| RE: River Landing Community Developn | nent District |
| To Whom It May Concern, | |
| Community Development's ("District") [as Atwell, LLC. As such, all future con Engineer. Please allow this letter to me the District and Waldrop Engineering, LLC. LLC. Additionally, standard rates shall co | t became official on January 1, 2022, the River Landing District Engineer, Waldrop Engineering, LLC, is now known respondence shall reference Atwell, LLC as the District morialize the assignment of the existing contract between C, including all rights and obligations thereunder, to Atwell on form to the fee schedule, attached hereto as Exhibit A exertificate naming the District as an additional insured |
| Respectfully, | AGREED TO BY: |
| ATWELL, LLC | RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT |
| Ву: | Ву: |
| , Team Leader | Authorized Representative |
| Date: | Date: |
| | |

EXHIBIT A: RATES

ENGINEERING SERVICES

| Project Management Services Senior Project Manager |
|---|
| Engineering & Planning Services Senior Project Engineer \$202/hour Engineer/Designer I-V \$128 to \$189/hour Planner/Designer I-IV \$128 to \$174/hour Technician I-V \$54 to \$112/hour |
| Surveying & Mapping Services \$202/hour Senior Project Surveyor \$128 to \$189/hour Project Surveyor I-V \$145/hour Senior Crew Chief \$145/hour Crew Chief I-III \$96 to \$131/hour Crew Member I-II \$68 to \$82/hour Certified sUAS Pilot \$171/hour Technician I-V \$54 to \$112/hour Senior GIS Analyst \$145/hour GIS Analyst \$124/hour GIS Technician \$97/hour |
| Environmental & Ecological Services Senior Environmental/Ecological Consultant |
| Program Management & Construction Advisory Services \$202/hour Senior Construction Manager \$174 to \$191/hour Construction Engineer I-II \$128 to \$159/hour Construction Coordinator \$112/hour Senior Estimator \$189/hour Estimator \$159/hour Safety Coordinator \$128/hour Technician I-V \$54 to \$112/hour |
| Project Administrator I-III |

In addition to the labor rates shown above, reimbursable expenses shall be charged in accordance with the attached rate schedule.

Non-Labor Charges - Real Estate & Land Development

| Office |
|--|
| 24" X 36" bond black and white plots/copies\$2.50/each |
| 24" X 36" bond black and white mylars\$14/each |
| 24" X 36" color imagery plots/copies\$26/each |
| 24" X 36" standard color plots/copies\$14/each |
| 8.5" X 11" black and white plots/copies\$0.25/each |
| 8.5" X 11" color plots/copies\$1.50/each |
| 11" X 17" black and white plots/copies\$0.50/each |
| 11" X 17" color plots/copies\$2.75/each |
| County GIS Datacost + 10% |
| Postage & Shippingcost + 10% |
| Recording Feescost + 10% |
| 3 |
| Field Equipment |
| Laser Scanner\$650/day |
| Photoionization Detector (PID)\$115/day |
| Ground Penetrating Radar (GPR)\$175/day |
| 4-Gas Monitor w/ Remote Sensor\$85/day |
| UTV + Trailer\$85/day |
| Boat\$300 to \$600/day |
| Unmanned Aircraft System (UAS) Drone (Camera)\$175/day |
| Unmanned Aircraft System (UAS) Drone (LIDAR)\$1,750/day |
| |
| Field Materials |
| Wood Stakes\$1.25/stake |
| Iron Pipes \$3.50/pipe |
| Monumentscost + 10% |
| |
| Miscellaneous |
| MileageIRS Rate |
| Auto Rental |
| Fuel |
| Air Farecost + 10% |
| Lodging*cost + 10% |
| Meals*cost + 10% |
| Project Sub-consultantscost + 15% |
| Misc./Out of Pocket Expenses**cost + 10% |
| Rental Equipmentcost + 15% |
| Parcel Data\$0.75/parcel |
| Technology Fee/Specialized Software by Industry\$50 to \$100/day |
| <u> </u> |

^{*}Travel costs as noted, unless otherwise agreed to as a per diem charge per contract.

[CONTINUED ON FOLLOWING PAGE]

^{**}All permit, application, and submittal fees shall be paid directly by the client.

PLANNING AND LANDSCAPE ARCHITECTURE SERVICES

| | Rate by Ti | tie |
|---|--|---|
| LABOR CODE | LABOR CATEGORY | RATE |
| 320 | Principal | 275 |
| 321 | Principal | 260 |
| 322 | Principal | 250 |
| 323 | Principal | 240 |
| 324 | Principal | 230 |
| 325 | Principal | 220 |
| 300 | Associate Principal | 230 |
| 301 | Associate Principal | 220 |
| 302 | Associate Principal | 210 |
| 303 | Associate Principal | 200 |
| 304 | Associate Principal | 190 |
| | | |
| 308 | Vice President of Operations | 190 |
| 247 | Project Discours | 220 |
| 317 310 | Project Director Project Director | 230 225 |
| 311 | Project Director | 200 |
| 312 | Project Director | 190 |
| 313 | Project Director | 180 |
| 314 | Project Director | 170 |
| 315 | Project Director | 160 |
| 316 | Project Director | 150 |
| 3.0 | Troject Si ector | 130 |
| 330 | Project Manager | 160 |
| 331 | Project Manager | 150 |
| 332 | Project Manager | 140 |
| 333 | Project Manager | 130 |
| 334 | Project Manager | 120 |
| 335 | Project Manager | 110 |
| 336 | Project Manager | 100 |
| | | |
| 340 341 | Designer | 130 120 |
| 341 | Designer Designer | 110 |
| 343 | Designer | 100 |
| 344 | Designer | 90 |
| 345 | Designer | 80 |
| | | - |
| | | |
| 347 | Planner | 90 |
| | | |
| 381 | Senior Land Planner | 175 |
| | | |
| 350 | Landscape Architect | 125 |
| | Landscape Architect | 115 |
| 351 | | |
| 351 352 | | |
| 351 352 353 | Landscape Architect Landscape Architect | 105 95 |
| 352 | Landscape Architect | 105 |
| 352 | Landscape Architect | 105 |
| 352 353 | Landscape Architect Landscape Architect | 105 95 |
| 352 353 360 | Landscape Architect Landscape Architect Production | 105 95 90 |
| 352 353 360 361 362 363 | Landscape Architect Landscape Architect Production Production Production Production Production | 90 80 70 60 |
| 352 353 360 361 362 | Landscape Architect Landscape Architect Production Production Production | 90 80 70 |
| 352 353 360 361 362 363 364 | Landscape Architect Landscape Architect Production Production Production Production Production Production | 90 80 70 60 50 |
| 352 353 360 361 362 363 364 | Landscape Architect Landscape Architect Production Production Production Production Production Production Project Administrator | 90 80 70 60 50 |
| 352 353 360 361 362 363 364 370 371 | Landscape Architect Landscape Architect Production Production Production Production Production Project Administrator Project Administrator | 90 80 70 60 50 |
| 352 353 360 361 362 363 364 370 371 372 | Landscape Architect Landscape Architect Production Production Production Production Production Project Administrator Project Administrator Project Administrator | 105 95 90 80 70 60 50 140 130 |
| 352 353 360 361 362 363 364 370 371 372 373 | Landscape Architect Landscape Architect Production Production Production Production Production Project Administrator Project Administrator Project Administrator Project Administrator | 105 95 90 80 70 60 50 140 130 120 110 |
| 352 353 360 361 362 363 364 370 371 372 | Landscape Architect Landscape Architect Production Production Production Production Production Project Administrator Project Administrator Project Administrator | 105 95 90 80 70 60 50 140 130 |

EXHBIT B: CERTIFICATE OF INSURANCE

RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - DECEMBER 2021

FISCAL YEAR 2022

PREPARED BY:

JPWard and Associates, LLC

Community Development District Advisors

River Landing Community Development District

Table of Contents

| Balance Sheet – All Funds | 1-2 |
|--|---------------|
| Statement of Revenue, Expenditures and Changes in Fund Balance | |
| General Fund | 3-4 |
| Debt Service Fund Series 2020A Series 2020B | 5 6 |
| Capital Project Fund Series 2020A Series 2020B | <i>7</i> 8 |

JPWard & Associates, LLC

2301 NORTHEAST 37 STREET FORT LAUDERDALE, FLORIDA 33308

River Landing Community Develoment District Balance Sheet

for the Period Ending December 31, 2021

| | | | | | | Gove | rnmental Funds | | | | | | | | |
|---|--------------|--------------|--------------------|------|-----------------------|------|----------------|--------------|------------------------|--------------|-------|---------------------------|--------------|-----|--------------------|
| | | | Debt Service Funds | | | | | | Capital Projects Funds | | | | count Groups | _ | Totals |
| | | General Fund | | Seri | ies 2020A Series 2020 | | ries 2020B | Series 2020A | | Series 2020B | | General Long Term Debt | | (Me | emorandum Only) |
| Assets | | | | | | | | | | | | | | | |
| Cash and Investments | | | | | | | | | | | | | | | |
| General Fund - Invested Cash | | \$ | 799,654 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 799,654 |
| Debt Service Fund | | | | | | | | | | | | | | | |
| Interest Account | | | | | - | | - | | - | | - | | | | - |
| Sinking Account | | | | | | | | | | | | | | | - |
| Reserve Account | | | | | 253,831 | | 98,706 | | - | | - | | | | 352,538 |
| Revenue Account | | | | | 416,085 | | 0 | | | | | | | | 416,086 |
| Capitalized Interest | | | | | - | | - | | - | | - | | | | - |
| Prepayment Account | | | | | | | 109,881 | | | | | | | | 109,881 |
| Construction Account | | | | | | | | | 775,667 | | 5,233 | | | | 780,900 |
| Cost of Issuance Account | | | | | | | | | - | | - | | | | - |
| Due from Other Funds | | | | | | | | | | | | | | | |
| General Fund | | | - | | - | | - | | - | | - | | - | | - |
| Debt Service Fund(s) | | | - | | - | | - | | - | | - | | - | | - |
| Accounts Receivable | | | - | | - | | - | | - | | - | | - | | - |
| Assessments Receivable | | | - | | - | | - | | - | | - | | - | | - |
| Amount Available in Debt Service Funds | | | - | | - | | - | | - | | - | | 878,505 | | 878,505 |
| Amount to be Provided by Debt Service F | unds | | | | - | | | | - | | - | | 12,351,495 | | 12,351,495 |
| | Total Assets | \$ | 799,654 | \$ | 669,917 | \$ | 208,588 | \$ | 775,667 | \$ | 5,233 | \$ | 13,230,000 | \$ | 15,689,059 |

River Landing Community Develoment District Balance Sheet

for the Period Ending December 31, 2021

| | | | | | Gove | nmental Funds | ; | | | | | | | | |
|--|------|-----------|------|-----------|-----------------------------------|---------------|----|-------------|----|------------|-----|---------------------------|----|----------------------|--|
| | | | | Debt Serv | rice Funds Capital Projects Funds | | | | | nds | Acc | Account Groups | | Totals | |
| | Gene | eral Fund | Seri | es 2020A | Ser | ies 2020B | Se | eries 2020A | Se | ries 2020B | | General Long Term Debt | | (Memorandum Only) | |
| Liabilities | | | | | | | | | | | | | | | |
| Accounts Payable & Payroll Liabilities | \$ | _ | \$ | - | \$ | - | \$ | - | \$ | - | \$ | _ | \$ | - | |
| Due to Developer | | 3,194 | | - | | - | | - | | - | | - | | 3,194 | |
| Due to Other Funds | | - | | | | | | | | | | | | - | |
| General Fund | | _ | | - | | - | | - | | - | | - | | - | |
| Debt Service Fund(s) | | _ | | - | | - | | - | | - | | - | | - | |
| Bonds Payable | | | | | | | | | | | | | | | |
| Current Portion | | | | | | | | | | | | 155,000 | | 155,000 | |
| Long Term | | | | | | | | | | | | \$13,075,000 | | 13,075,000 | |
| Total Liabilities | \$ | 3,194 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 13,230,000 | \$ | 13,233,194 | |
| Fund Equity and Other Credits | | | | | | | | | | | | | | | |
| Fund Balance | | | | | | | | | | | | | | | |
| Restricted | | | | | | | | | | | | | | | |
| Beginning: October 1, 2021 (Unaudited) | | | | 429,744 | | 214,978 | | 775,634 | | 5,222 | | - | | 1,425,577 | |
| Results from Current Operations | | | | 240,173 | | (6,390) | | 33 | | 11 | | - | | 233,828 | |
| Unassigned | | | | | | | | | | | | | | | |
| Beginning: October 1, 2021 (Unaudited) | | 10,149 | | | | | | | | | | | | 10,149 | |
| Results from Current Operations | | 786,311 | | | | | | | | | | | | 786,311 | |
| Total Fund Equity and Other Credits | \$ | 796,460 | \$ | 669,917 | \$ | 208,588 | \$ | 775,667 | \$ | 5,233 | \$ | - | \$ | 2,455,865 | |
| Total Liabilities, Fund Equity and Other Credits | \$ | 799,654 | \$ | 669,917 | \$ | 208,588 | Ś | 775,667 | \$ | 5,233 | Ś | 13,230,000 | Ś | 15,689,059 | |

River Landing Community Development District General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance Through December 31, 2021

| | 0 4 5 | D CCC | | _, | | | | |
|---|---------|--------------|-------|------------|------------|----|------------------------|----------------|
| Description | October | November | | December | Year to Da | | Total Annual Budget | % of Budget |
| Revenue and Other Sources | | | | | | | | |
| Carryforward | \$ - | \$ | - | \$ - | \$ | - | \$ - | N/A |
| Interest | | | | | | | | |
| Interest - General Checking | - | | - | - | - | | - | N/A |
| Special Assessment Revenue | | | | | | | | |
| Special Assessments - On-Roll | - | | 1,972 | 131,593 | 133,56 | 55 | 163,735 | 82% |
| Special Assessments - Off-Roll | - | | - | | - | | - | N/A |
| Developer Contribution | - | | 5,958 | 685,060 | 691,01 | L8 | - | N/A |
| Intragovernmental Transfer In | | | - | - | - | | - | N/A |
| Total Revenue and Other Sources: | \$ - | \$ | 7,930 | \$ 816,653 | \$ 824,58 | 33 | \$ 163,735 | N/A |
| Expenditures and Other Uses | | | | | | | | |
| Executive | | | | | | | | |
| Professional Management | 3,333 | | 3,333 | 3,333 | 10,00 | 00 | 40,000 | 25% |
| Financial and Administrative | | | | | | | | |
| Audit Services | - | | - | - | - | | 5,000 | 0% |
| Accounting Services | 1,333 | | 1,333 | 1,333 | 4,00 | 00 | 16,000 | 25% |
| Assessment Roll Services | 1,333 | | 1,333 | 1,333 | 4,00 | 00 | 16,000 | 25% |
| Arbitrage Rebate Services | - | | - | - | - | | 500 | 0% |
| Other Contractual Services | | | | | | | | |
| Legal Advertising | - | | - | - | - | | 2,000 | 0% |
| Trustee Services | - | | - | - | - | | 4,300 | 0% |
| Dissemination Agent Services | - | | - | 600 | 60 | 00 | 5,000 | 12% |
| Property Appraiser Fees | - | | - | - | - | | - | N/A |
| Bank Service Fees | 22 | | 25 | 27 | 7 | 74 | 360 | 20% |
| Communications & Freight Services | | | | | | | | |
| Postage, Freight & Messenger | - | | - | 11 | 1 | L1 | 500 | 2% |
| Computer Services - Website Development | - | | - | - | - | | 2,000 | 0% |
| | | | | | | | | |

Prepared by:

River Landing Community Development District General Fund

Statement of Revenues, Expenditures and Changes in Fund Balance Through December 31, 2021

| escription | October | November | December | Year to Date | Total Annual Budget | % of Budge |
|--|----------|----------|------------|--------------|------------------------|---------------|
| Insurance | - | - | 9,972 | 9,972 | 5,500 | 181% |
| Printing & Binding | _ | _ | 194 | 194 | 400 | 48% |
| Subscription & Memberships | 175 | _ | _ | 175 | 175 | 100% |
| Legal Services | | | | | | |
| Legal - General Counsel | - | - | 4,806 | 4,806 | 15,000 | 32% |
| Legal - 2020 Bonds | - | - | - | - | - | N/A |
| Other General Government Services | | | | | | |
| Engineering Services | - | - | 4,440 | 4,440.00 | 1,000 | 444% |
| Contingencies | - | - | - | - | - | N/A |
| Other Current Charges | - | - | - | - | - | N/A |
| Other Physical Environment | | | | | | |
| Repairs and Maintenance | | | | | | |
| Naturalized Area Maintenance | - | - | - | - | 50,000 | 0% |
| Road & Street Facilities | | | | | | |
| Capital Improvements | - | - | - | - | - | N/A |
| Street Lights Purchase | - | - | - | - | - | N/A |
| Street Lights Installation | - | _ | - | - | - | N/A |
| Reserves | - | _ | - | - | - | N/A |
| Operational Reserve (Future Years) | - | _ | - | - | - | N/A |
| Other Fees and Charges | - | _ | - | - | - | N/A |
| Discounts/Collection Fees | | | | _ | _ | |
| Sub-Total: | 6,197 | 6,025 | 26,050 | 38,271 | 163,735 | N/A |
| Total Expenditures and Other Uses: | \$ 6,197 | \$ 6,025 | \$ 26,050 | \$ 38,271 | \$ 163,735 | _ N/A |
| Net Increase/ (Decrease) in Fund Balance | (6,197) | 1,905 | 790,603 | 786,311 | - | |
| Fund Balance - Beginning | 10,149 | 3,951 | 5,856 | 10,149 | | |
| Fund Balance - Ending | \$ 3,951 | \$ 5,856 | \$ 796,460 | 796,460 | \$ - | |

Prepared by:

River Landing Community Development District Debt Service Fund - Series 2020A

Statement of Revenues, Expenditures and Changes in Fund Balance Through December 31, 2021

| | | | | | | | | | al Annual | % of |
|---|----|---------|----|-----------|----|---------|--------------|----|-----------|-------|
| Description | C | October | N | ovember | D | ecember | Year to Date | ا | Budget | Budge |
| evenue and Other Sources | | | | | | | | | | |
| Carryforward | \$ | - | \$ | - | \$ | - | - | | 160,747 | 0% |
| Interest Income | | | | | | | | | | |
| Interest Account | | - | | - | | | - | | - | N/A |
| Sinking Fund Account | | - | | - | | - | - | | - | N/A |
| Reserve Account | | 1 | | 1 | | 1 | 3 | | - | N/A |
| Prepayment Account | | - | | - | | - | - | | - | N/A |
| Revenue Account | | - | | - | | - | - | | - | N/A |
| Capitalized Interest Account | | 1 | | 1 | | - | 1 | | - | N/A |
| Special Assessments - Prepayments | | | | | | | | | | |
| Special Assessments - On Roll | | - | | 6,144 | | 409,942 | 416,085 | | 509,984 | 82% |
| Special Assessments - Off Roll | | - | | - | | - | - | | - | N/A |
| Special Assessments - Prepayments | | - | | - | | - | - | | - | N/A |
| Debt Proceeds | | - | | - | | - | - | | - | N/A |
| Intragovernmental Transfer In | | - | | - | | - | - | | - | N/A |
| Total Revenue and Other Sources: | \$ | 2 | \$ | 6,146 | \$ | 409,943 | \$ 416,090 | \$ | 670,731 | N/A |
| xpenditures and Other Uses | | | | | | | | | | |
| Debt Service | | | | | | | | | | |
| Principal Debt Service - Mandatory | | | | | | | | | | |
| Series 2020A | | - | | - | | _ | - | | 155,000 | 0% |
| Principal Debt Service - Early Redemptions | | | | | | | | | | |
| Series 2020A | | - | | - | | _ | - | | - | N/A |
| Interest Expense | | | | | | | | | | |
| Series 2020A | | - | | 175,894 | | _ | 175,894 | | 351,788 | 50% |
| Unamortized Premium/Discount on Bonds Payable | | _ | | - | | - | - | | - | N/A |
| Underwriter's Discount | | - | | - | | - | - | | - | N/A |
| Operating Transfers Out (To Other Funds) | | - | | 23 | | 1 | 24 | | - | N/A |
| Total Expenditures and Other Uses: | \$ | - | \$ | 175,916 | \$ | 1 | 175,917 | \$ | 506,788 | N/A |
| Net Increase/ (Decrease) in Fund Balance | | 2 | | (169,771) | | 409,942 | 240,173 | | 3,196 | |
| Fund Balance - Beginning | | 429,744 | | 429,746 | | 259,975 | 429,744 | | - | |
| Fund Balance - Ending | \$ | 429,746 | Ś | 259,975 | ć | 669,917 | 669,917 | \$ | 3,196 | |

River Landing Community Development District Debt Service Fund - Series 2020B

Statement of Revenues, Expenditures and Changes in Fund Balance Through December 31, 2021

| | | | | | | | | Tot | al Annual | % of | | |
|---|---------|---------|----|----------|----|---------|----|--------------|-----------|---------|-------|--|
| Description | October | | | ovember | D | ecember | Ye | Year to Date | | Budget | Budge | |
| evenue and Other Sources | | | | | | | | | | | | |
| Carryforward | \$ | - | \$ | - | \$ | - | | - | | 90,497 | 0% | |
| Interest Income | | | | | | | | | | | | |
| Interest Account | | - | | - | | | | - | | - | N/A | |
| Sinking Fund Account | | - | | - | | - | | - | | - | N/A | |
| Reserve Account | | 0 | | 0 | | - | | 1 | | - | N/A | |
| Prepayment Account | | 0 | | 0 | | 0 | | 0 | | - | N/A | |
| Revenue Account | | - | | - | | 0 | | 0 | | - | N/A | |
| Capitalized Interest Account | | 0 | | 0 | | - | | 1 | | - | N/A | |
| Special Assessments - Prepayments | | | | | | | | | | | | |
| Special Assessments - On Roll | | - | | - | | - | | - | | - | N/A | |
| Special Assessments - Off Roll | | - | | - | | - | | - | | 99,025 | 0% | |
| Special Assessments - Prepayments | | - | | 52,447 | | 55,197 | | 107,644 | | - | N/A | |
| Debt Proceeds | | - | | - | | - | | - | | - | N/A | |
| Intragovernmental Transfer In | | - | | - | | - | | - | | - | N/A | |
| Total Revenue and Other Sources: | \$ | 1 | \$ | 52,448 | \$ | 55,197 | \$ | 107,647 | \$ | 189,522 | N/A | |
| penditures and Other Uses | | | | | | | | | | | | |
| Debt Service | | | | | | | | | | | | |
| Principal Debt Service - Mandatory | | | | | | | | | | | | |
| Series 2020B | | - | | - | | - | | - | | - | N/A | |
| Principal Debt Service - Early Redemptions | | | | | | | | | | | | |
| Series 2020B | | - | | 15,000 | | - | | 15,000 | | - | N/A | |
| Interest Expense | | | | | | | | | | | | |
| Series 2020B | | - | | 99,025 | | - | | 99,025 | | 189,522 | 52% | |
| Unamortized Premium/Discount on Bonds Payable | | - | | - | | - | | - | | - | N/A | |
| Underwriters Discount | | - | | - | | - | | - | | - | N/A | |
| Operating Transfers Out (To Other Funds) | | - | | 11 | | 0 | | 11 | | - | N/A | |
| Total Expenditures and Other Uses: | \$ | - | \$ | 114,036 | \$ | 0 | \$ | 114,036 | \$ | 189,522 | N/A | |
| Net Increase/ (Decrease) in Fund Balance | | 1 | | (61,587) | | 55,197 | | (6,390) | | - | | |
| Fund Balance - Beginning | | 214,978 | | 214,979 | | 153,391 | | 214,978 | | - | | |
| Fund Balance - Ending | Ś | 214,979 | \$ | 153,391 | \$ | 208,588 | \$ | 208,588 | \$ | | | |

River Landing Community Development District Capital Projects Fund - Series 2020A

Statement of Revenues, Expenditures and Changes in Fund Balance Through December 31, 2021

| Description | October | | November | | December | | Year to Date | | Total Annual Budget | | |
|---|---------|-------|----------|---------|---------------|----|--------------|----|------------------------|-----|--|
| Revenue and Other Sources | | | | | | | | | | | |
| Carryforward | | - | | - | - | | - | \$ | - | N/A | |
| Interest Income | | | | | | | | | | | |
| Construction Account | | 3 | | 3 | 3 | | 10 | \$ | - | N/A | |
| Cost of Issuance | | - | | - | - | | - | \$ | - | N/A | |
| Debt Proceeds | | - | | | - | | - | \$ | - | N/A | |
| Developer Contributions | | - | | - | | | - | \$ | - | N/A | |
| Operating Transfers In (From Other Funds) | | - | | 23 | 1 | | 24 | \$ | - | N/A | |
| Total Revenue and Other Sources: | \$ | 3 | \$ | 26 | \$ 4 | \$ | 33 | \$ | - | N/A | |
| Expenditures and Other Uses | | | | | | | | | | | |
| Executive | | | | | | | | | | | |
| Professional Management | | - | | - | - | | - | \$ | - | N/A | |
| Other Contractual Services | | | | | | | | | | | |
| Trustee Services | | - | | - | - | | - | \$ | - | N/A | |
| Printing & Binding | | - | | - | - | | - | \$ | - | N/A | |
| Capital Outlay | | | | | | | | | | | |
| Water-Sewer Combination | | - | | - | - | | - | \$ | - | N/A | |
| Stormwater Management | | - | | - | - | | - | \$ | - | N/A | |
| Landscaping | | - | | - | - | | - | \$ | - | N/A | |
| Roadway Improvement | | - | | - | - | | - | \$ | - | N/A | |
| Cost of Issuance | | | | | | | | | | | |
| Legal - Series 2020A Bonds | | - | | - | - | | - | \$ | - | N/A | |
| Underwriter's Discount | | - | | - | - | | - | \$ | - | N/A | |
| Operating Transfers Out (To Other Funds) | | - | | - | - | | - | \$ | - | N/A | |
| Total Expenditures and Other Uses: | \$ | - | \$ | - | \$ - | \$ | - | \$ | - | N/A | |
| Net Increase/ (Decrease) in Fund Balance | \$ | 3 | \$ | 26 | \$ 4 | \$ | 33 | | - | | |
| Fund Balance - Beginning | \$ 775 | 5,634 | \$ | 775,637 | \$ 775,663 | \$ | 775,634 | \$ | | | |
| Fund Balance - Ending | \$ 77! | 5,637 | \$ | 775,663 | \$ 775,667 | \$ | 775,667 | \$ | - | | |

Prepared by:

River Landing Community Development District Capital Projects Fund - Series 2020B

Statement of Revenues, Expenditures and Changes in Fund Balance Through December 31, 2021

| | | | | | | | | Tota | al Annual | % of |
|---|---------|------------------|-------|-----|----------|----|------------|------|-----------|------|
| Description | October | October November | | Dec | December | | ar to Date | В | Budget | |
| Revenue and Other Sources | | | | | | | | | | |
| Carryforward | | - | - | | - | | - | \$ | - | N/A |
| Interest Income | | | | | | | | | | |
| Construction Account | | 0 | 0 | | 0 | | 0 | \$ | - | N/A |
| Cost of Issuance | | - | - | | - | | - | \$ | - | N/A |
| Debt Proceeds | | - | | | - | | - | \$ | - | N/A |
| Developer Contributions | | - | - | | | | - | \$ | - | N/A |
| Operating Transfers In (From Other Funds) | | - | 11 | | 0 | | 11 | \$ | - | N/A |
| Total Revenue and Other Sources: | \$ | 0 \$ | 11 | \$ | 0 | \$ | 11 | \$ | - | N/A |
| Expenditures and Other Uses | | | | | | | | | | |
| Executive | | | | | | | | | | |
| Professional Management | | - | - | | - | | - | \$ | - | N/A |
| Other Contractual Services | | | | | | | | | | |
| Trustee Services | | - | - | | - | | - | \$ | - | N/A |
| Printing & Binding | | - | - | | - | | - | \$ | - | N/A |
| Capital Outlay | | | | | | | | | | |
| Water-Sewer Combination | | - | - | | - | | - | \$ | - | N/A |
| Stormwater Management | | - | - | | - | | - | \$ | - | N/A |
| Landscaping | | - | - | | - | | - | \$ | - | N/A |
| Roadway Improvement | | - | - | | - | | - | \$ | - | N/A |
| Cost of Issuance | | | | | | | | | | |
| Legal - Series 2020B Bonds | | - | - | | - | | - | \$ | - | N/A |
| Underwriter's Discount | | - | - | | - | | - | \$ | - | N/A |
| Operating Transfers Out (To Other Funds) | | - | - | | - | | - | \$ | - | N/A |
| Total Expenditures and Other Uses: | \$ | - \$ | - | \$ | - | \$ | - | \$ | - | N/A |
| Net Increase/ (Decrease) in Fund Balance | \$ | 0 \$ | 11 | \$ | 0 | \$ | 11 | | - | |
| Fund Balance - Beginning | \$ 5,2 | 22 \$ | 5,222 | \$ | 5,232 | \$ | 5,222 | \$ | | |
| Fund Balance - Ending | \$ 5,2 | 22 \$ | 5,232 | \$ | 5,233 | \$ | 5,233 | \$ | _ | |

Prepared by:

RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - JANUARY 2022

FISCAL YEAR 2022

PREPARED BY:

JPWard and Associates, LLC

Community Development District Advisors

River Landing Community Development District

Table of Contents

| Balance Sheet – All Funds | | | | | | |
|--|---------------|--|--|--|--|--|
| Statement of Revenue, Expenditures and Changes in Fund Balance | | | | | | |
| General Fund | 3-4 | | | | | |
| Debt Service Fund Series 2020A Series 2020B | 5 6 | | | | | |
| Capital Project Fund Series 2020A Series 2020B | <i>7</i> 8 | | | | | |

JPWard & Associates, LLC

2301 NORTHEAST 37 STREET FORT LAUDERDALE, FLORIDA 33308

River Landing Community Develoment District Balance Sheet

for the Period Ending January 31, 2022

| | | | | | Gove | rnmental Funds | 5 | | | | | | | |
|--|---------------|-----------|-----|-----------|--------------|----------------|--------------|------------------------|--------------|-------|---------------------------|--------------|-----|--------------------|
| | | | | Debt Serv | rice Funds | | | Capital Projects Funds | | | | count Groups | | Totals |
| | General Fund | | Ser | ies 2020A | Series 2020B | | Series 2020A | | Series 2020B | | General Long Term Debt | | (Me | emorandum Only) |
| Assets | | | | | | | | | | | | | | |
| Cash and Investments | | | | | | | | | | | | | | |
| General Fund - Invested Cash | \$ | 1,121,211 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 1,121,211 |
| Debt Service Fund | | | | | | | | | | | | | | |
| Interest Account | | | | - | | - | | - | | - | | | | - |
| Sinking Account | | | | | | | | | | | | | | - |
| Reserve Account | | | | 253,831 | | 98,706 | | - | | - | | | | 352,538 |
| Revenue Account | | | | 416,086 | | 1,116 | | | | | | | | 417,201 |
| Capitalized Interest | | | | - | | - | | - | | - | | | | - |
| Prepayment Account | | | | | | 109,881 | | | | | | | | 109,881 |
| Construction Account | | | | | | | | 775,672 | | 5,233 | | | | 780,905 |
| Cost of Issuance Account | | | | | | | | - | | - | | | | - |
| Due from Other Funds | | | | | | | | | | | | | | |
| General Fund | | - | | 247,961 | | - | | - | | - | | - | | 247,961 |
| Debt Service Fund(s) | | - | | - | | - | | - | | - | | - | | - |
| Accounts Receivable | | - | | - | | - | | - | | - | | - | | - |
| Assessments Receivable | | - | | - | | - | | - | | - | | - | | - |
| Amount Available in Debt Service Funds | | - | | - | | - | | - | | - | | 1,127,581 | | 1,127,581 |
| Amount to be Provided by Debt Service Fund | s | - | | - | | - | | - | | - | | 12,102,419 | | 12,102,419 |
| То | tal Assets \$ | 1,121,211 | \$ | 917,878 | \$ | 209,704 | \$ | 775,672 | \$ | 5,233 | \$ | 13,230,000 | \$ | 16,259,698 |

1

River Landing Community Develoment District Balance Sheet

for the Period Ending January 31, 2022

| | | | | Debt Serv | | nmental Funds s | | Capital Pro | jects Fun | ds | Ac | count Groups | | Totals |
|--|------|-----------|------|-----------|------|--------------------|----|-------------|-----------|----------|----|-------------------------|-----|--------------------|
| | Gene | ral Fund | Seri | es 2020A | Seri | es 2020B | Se | ries 2020A | Seri | es 2020B | | eneral Long erm Debt | (Me | emorandum Only) |
| Liabilities | | | | | | | | | | | | | | |
| Accounts Payable & Payroll Liabilities | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - |
| Due to Developer | | 3,194 | | - | | - | | - | | - | | - | | 3,194 |
| Due to Other Funds | | - | | | | | | | | | | | | - |
| General Fund | | - | | - | | - | | - | | - | | - | | - |
| Debt Service Fund(s) | | 247,961 | | - | | - | | - | | - | | - | | 247,961 |
| Bonds Payable | | | | | | | | | | | | | | |
| Current Portion | | | | | | | | | | | | 155,000 | | 155,000 |
| Long Term | | | | | | | | | | | | \$13,075,000 | | 13,075,000 |
| Total Liabilities | \$ | 251,155 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 13,230,000 | \$ | 13,481,155 |
| Fund Equity and Other Credits | | | | | | | | | | | | | | |
| Fund Balance | | | | | | | | | | | | | | |
| Restricted | | | | | | | | | | | | | | |
| Beginning: October 1, 2021 (Unaudited) | | | | 429,744 | | 214,978 | | 775,634 | | 5,222 | | - | | 1,425,577 |
| Results from Current Operations | | | | 488,134 | | (5,274) | | 38 | | 12 | | - | | 482,909 |
| Unassigned | | | | | | | | | | | | | | |
| Beginning: October 1, 2021 (Unaudited) | | 10,149 | | | | | | | | | | | | 10,149 |
| Results from Current Operations | | 859,908 | | | | | | | | | | | | 859,908 |
| Total Fund Equity and Other Credits | \$ | 870,056 | \$ | 917,878 | \$ | 209,704 | \$ | 775,672 | \$ | 5,233 | \$ | - | \$ | 2,778,543 |
| Total Liabilities, Fund Equity and Other Credits | \$ | 1,121,211 | \$ | 917,878 | \$ | 209,704 | \$ | 775,672 | \$ | 5,233 | \$ | 13,230,000 | \$ | 16,259,698 |

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

| | | J | • | | | | |
|---|---------|----------|------------|-----------|--------------|------------------------|---------------|
| Description | October | November | December | January | Year to Date | Total Annual Budget | % of Budge |
| Revenue and Other Sources | | | | | | | |
| Carryforward | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | N/A |
| Interest | | | | | | | |
| Interest - General Checking | - | - | - | - | - | - | N/A |
| Special Assessment Revenue | | | | | | | |
| Special Assessments - On-Roll | - | 1,972 | 131,593 | - | 133,565 | 163,735 | 82% |
| Special Assessments - Off-Roll | - | - | | 79,596 | 79,596 | - | N/A |
| Developer Contribution | - | 5,958 | 685,060 | - | 691,018 | - | N/A |
| Intragovernmental Transfer In | | - | - | - | - | - | N/A |
| Total Revenue and Other Sources: | \$ - | \$ 7,930 | \$ 816,653 | \$ 79,596 | \$ 904,179 | \$ 163,735 | N/A |
| Expenditures and Other Uses | | | | | | | |
| Executive | | | | | | | |
| Professional Management | 3,333 | 3,333 | 3,333 | 3,333 | 13,333 | 40,000 | 33% |
| Financial and Administrative | | | | | | | |
| Audit Services | - | - | - | - | - | 5,000 | 0% |
| Accounting Services | 1,333 | 1,333 | 1,333 | 1,333 | 5,333 | 16,000 | 33% |
| Assessment Roll Services | 1,333 | 1,333 | 1,333 | 1,333 | 5,333 | 16,000 | 33% |
| Arbitrage Rebate Services | - | - | - | - | - | 500 | 0% |
| Other Contractual Services | | | | | | | |
| Legal Advertising | - | - | - | - | - | 2,000 | 0% |
| Trustee Services | - | - | - | - | - | 4,300 | 0% |
| Dissemination Agent Services | - | - | 600 | - | 600 | 5,000 | 12% |
| Property Appraiser Fees | - | - | - | - | - | - | N/A |
| Bank Service Fees | 22 | 25 | 27 | - | 74 | 360 | 20% |
| Communications & Freight Services | | | | | | | |
| Postage, Freight & Messenger | - | - | 11 | - | 11 | 500 | 2% |
| Computer Services - Website Development | - | - | - | - | - | 2,000 | 0% |

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

| | | | | | | | Total Annual | % o |
|--|----------|--------|----|------------|------------|--------------|----------------|---------|
| escription | October | Novemb | er | December | January | Year to Date | Budget | Budg |
| Insurance | - | | - | 9,972 | - | 9,972 | 5,500 | 181 |
| Printing & Binding | - | | - | 194 | - | 194 | 400 | 489 |
| Subscription & Memberships | 175 | | - | - | - | 175 | 175 | 100 |
| Legal Services | | | | | | | | |
| Legal - General Counsel | - | | - | 4,806 | - | 4,806 | 15,000 | 329 |
| Legal - 2020 Bonds | - | | - | - | - | - | - | N/ |
| Other General Government Services | | | | | | | | |
| Engineering Services | - | | - | 4,440 | - | 4,440.00 | 1,000 | 444 |
| Contingencies | - | | - | - | - | - | - | N/ |
| Other Current Charges | - | | - | - | - | - | - | N/ |
| Other Physical Environment | | | | | | | | |
| Repairs and Maintenance | | | | | | | | |
| Naturalized Area Maintenance | - | | - | - | - | - | 50,000 | 0% |
| Road & Street Facilities | | | | | | | | |
| Capital Improvements | - | | - | - | - | - | - | N/ |
| Street Lights Purchase | - | | - | - | - | - | - | N/ |
| Street Lights Installation | - | | _ | _ | - | - | - | N/ |
| Reserves | - | | - | - | - | - | - | N/ |
| Operational Reserve (Future Years) | - | | - | - | - | - | - | N/ |
| Other Fees and Charges | - | | - | - | - | - | - | N/ |
| Discounts/Collection Fees | | | | | | _ | _ | |
| Sub-Total: | 6,197 | 6,0 | 25 | 26,050 | 6,000 | 44,272 | 163,735 | _ N/ |
| Total Expenditures and Other Uses: | \$ 6,197 | \$ 6,0 | 25 | \$ 26,050 | \$ 6,000 | \$ 44,272 | \$ 163,735 | _ |
| | 7 0,207 | + 0,0 | | 5,000 | + 5,000 | + ··,= | + , | _ ''' |
| Net Increase/ (Decrease) in Fund Balance | (6,197) | 1,9 | 05 | 790,603 | 73,596 | 859,908 | - | |
| Fund Balance - Beginning | 10,149 | 3,9 | 51 | 5,856 | 796,460 | 10,149 | - | |
| Fund Balance - Ending | \$ 3,951 | \$ 5,8 | 56 | \$ 796,460 | \$ 870,056 | 870,056 | \$ - | |

River Landing Community Development District

Debt Service Fund - Series 2020A

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

| Description | Oc | tober | N | ovember | D | ecember | January | Yea | r to Date | al Annual Budget | % of Budget |
|---|----|--------|----|-----------|----|---------|---------------|-----|-----------|---------------------|----------------|
| Revenue and Other Sources | | | | | | | | | | | |
| Carryforward | \$ | - | \$ | - | \$ | - | \$ - | | - | 160,747 | 0% |
| Interest Income | | | | | | | | | | | |
| Interest Account | | - | | - | | | | | - | - | N/A |
| Sinking Fund Account | | - | | - | | - | - | | - | - | N/A |
| Reserve Account | | 1 | | 1 | | 1 | 1 | | 4 | - | N/A |
| Prepayment Account | | - | | - | | - | - | | - | - | N/A |
| Revenue Account | | - | | - | | - | 0 | | 0 | - | N/A |
| Capitalized Interest Account | | 1 | | 1 | | - | - | | 1 | - | N/A |
| Special Assessments - Prepayments | | | | | | | | | | | |
| Special Assessments - On Roll | | - | | 6,144 | | 409,942 | \$ 247,961 | | 664,046 | 509,984 | 130% |
| Special Assessments - Off Roll | | - | | - | | - | | | - | - | N/A |
| Special Assessments - Prepayments | | - | | - | | - | | | - | - | N/A |
| Debt Proceeds | | - | | - | | - | | | - | - | N/A |
| Intragovernmental Transfer In | | - | | - | | - | - | | - | - | N/A |
| Total Revenue and Other Sources: | \$ | 2 | \$ | 6,146 | \$ | 409,943 | \$ 247,962 | \$ | 664,052 | \$ 670,731 | N/A |
| xpenditures and Other Uses | | | | | | | | | | | |
| Debt Service | | | | | | | | | | | |
| Principal Debt Service - Mandatory | | | | | | | | | | | |
| Series 2020A | | - | | - | | - | - | | - | 155,000 | 0% |
| Principal Debt Service - Early Redemptions | | | | | | | | | | | |
| Series 2020A | | - | | - | | - | - | | - | - | N/A |
| Interest Expense | | | | | | | | | | | |
| Series 2020A | | - | | 175,894 | | - | - | | 175,894 | 351,788 | 50% |
| Unamortized Premium/Discount on Bonds Payable | | - | | - | | - | - | | - | - | N/A |
| Underwriter's Discount | | - | | - | | - | - | | - | - | N/A |
| Operating Transfers Out (To Other Funds) | | - | | 23 | | 1 | 1 | | 25 | - | N/A |
| Total Expenditures and Other Uses: | \$ | - | \$ | 175,916 | \$ | 1 | \$ 1 | | 175,919 | \$ 506,788 | N/A |
| Net Increase/ (Decrease) in Fund Balance | | 2 | | (169,771) | | 409,942 | 247,961 | | 488,134 | 3,196 | |
| Fund Balance - Beginning | 4 | 29,744 | | 429,746 | | 259,975 | 669,917 | | 429,744 | - | |
| Fund Balance - Ending | | 29,746 | Ċ | 259,975 | Ċ | 669,917 | \$ 917,878 | | 917,878 | \$ 3,196 | |

River Landing Community Development District Debt Service Fund - Series 2020B

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

| Description | _0 | ctober | N | ovember | D | ecember | lanuary | Ye | ar to Date | al Annual Budget | % of Budget |
|---|----|---------|----|----------|----|---------|---------------|----|------------|---------------------|----------------|
| Revenue and Other Sources | | | | | | | , | | | | |
| Carryforward | \$ | - | \$ | - | \$ | - | \$ - | | - | 90,497 | 0% |
| Interest Income | | | | | | | | | | | |
| Interest Account | | - | | - | | | | | - | - | N/A |
| Sinking Fund Account | | - | | - | | - | - | | - | - | N/A |
| Reserve Account | | 0 | | 0 | | - | 0 | | 1 | - | N/A |
| Prepayment Account | | 0 | | 0 | | 0 | \$ 0 | | 1 | - | N/A |
| Revenue Account | | - | | - | | 0 | | | 0 | - | N/A |
| Capitalized Interest Account | | 0 | | 0 | | - | - | | 1 | - | N/A |
| Special Assessments - Prepayments | | | | | | | | | | | |
| Special Assessments - On Roll | | - | | - | | - | | | - | - | N/A |
| Special Assessments - Off Roll | | - | | - | | - | \$ 1,115 | | 1,115 | 99,025 | 1% |
| Special Assessments - Prepayments | | - | | 52,447 | | 55,197 | | | 107,644 | - | N/A |
| Debt Proceeds | | - | | - | | - | | | - | - | N/A |
| Intragovernmental Transfer In | | - | | - | | - | - | | - | - | N/A |
| Total Revenue and Other Sources: | \$ | 1 | \$ | 52,448 | \$ | 55,197 | \$ 1,116 | \$ | 108,763 | \$ 189,522 | N/A |
| xpenditures and Other Uses | | | | | | | | | | | |
| Debt Service | | | | | | | | | | | |
| Principal Debt Service - Mandatory | | | | | | | | | | | |
| Series 2020B | | - | | - | | - | - | | - | - | N/A |
| Principal Debt Service - Early Redemptions | | | | | | | | | | | |
| Series 2020B | | - | | 15,000 | | - | - | | 15,000 | - | N/A |
| Interest Expense | | | | | | | | | | | |
| Series 2020B | | - | | 99,025 | | - | - | | 99,025 | 189,522 | 52% |
| Unamortized Premium/Discount on Bonds Payable | | - | | - | | - | - | | - | - | N/A |
| Underwriters Discount | | - | | - | | - | - | | - | - | N/A |
| Operating Transfers Out (To Other Funds) | | - | | 11 | | 0 | 0 | | 12 | - | N/A |
| Total Expenditures and Other Uses: | \$ | - | \$ | 114,036 | \$ | 0 | \$ 0 | \$ | 114,037 | \$ 189,522 | N/A |
| Net Increase/ (Decrease) in Fund Balance | | 1 | | (61,587) | | 55,197 | 1,116 | | (5,274) | - | |
| Fund Balance - Beginning | | 214,978 | | 214,979 | | 153,391 | 208,588 | | 214,978 | | |
| Fund Balance - Ending | \$ | 214,979 | \$ | 153,391 | \$ | 208,588 | \$ 209,704 | \$ | 209,704 | \$ _ | |

River Landing Community Development District Capital Projects Fund - Series 2020A

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2022

| Description | Octo | ober | N | November | December | January | Υe | ear to Date | tal Annual Budget | % of Budget |
|---|------|---------|----|----------|---------------|---------------|----|-------------|----------------------|----------------|
| Revenue and Other Sources | | | | | | | | | | |
| Carryforward | | - | | - | - | - | | - | \$ - | N/A |
| Interest Income | | | | | | | | | | |
| Construction Account | | 3 | | 3 | 3 | 3 | | 13 | \$ - | N/A |
| Cost of Issuance | | - | | - | - | - | | - | \$ - | N/A |
| Debt Proceeds | | - | | | - | - | | - | \$ - | N/A |
| Developer Contributions | | - | | - | | | | - | \$ - | N/A |
| Operating Transfers In (From Other Funds) | | - | | 23 | 1 | 1 | | 25 | \$ - | N/A |
| Total Revenue and Other Sources: | \$ | 3 | \$ | 26 | \$ 4 | \$ 4 | \$ | 38 | \$ - | N/A |
| Expenditures and Other Uses | | | | | | | | | | |
| Executive | | | | | | | | | | |
| Professional Management | | - | | - | - | - | | - | \$ - | N/A |
| Other Contractual Services | | | | | | | | | | |
| Trustee Services | | - | | - | - | - | | - | \$ - | N/A |
| Printing & Binding | | - | | - | - | - | | - | \$ - | N/A |
| Capital Outlay | | | | | | | | | | |
| Water-Sewer Combination | | - | | - | - | - | | - | \$ - | N/A |
| Stormwater Management | | - | | - | - | - | | - | \$ - | N/A |
| Landscaping | | - | | - | - | - | | - | \$ - | N/A |
| Roadway Improvement | | - | | - | - | - | | - | \$ - | N/A |
| Cost of Issuance | | | | | | | | | | |
| Legal - Series 2020A Bonds | | - | | - | - | - | | - | \$ - | N/A |
| Underwriter's Discount | | - | | - | - | - | | - | \$ - | N/A |
| Operating Transfers Out (To Other Funds) | | - | | - | - | - | | - | \$ - | N/A |
| - | \$ | - | \$ | - | \$ - | \$ - | \$ | - | \$ - | N/A |
| Net Increase/ (Decrease) in Fund Balance | \$ | 3 | \$ | 26 | \$ 4 | \$ 4 | \$ | 38 | - | |
| Fund Balance - Beginning | \$ | 775,634 | \$ | 775,637 | \$ 775,663 | \$ 775,667 | \$ | 775,634 | \$ - | |
| Fund Balance - Ending | | 775,637 | \$ | 775,663 | \$ 775,667 | \$ 775,672 | \$ | 775,672 | \$ - | |

River Landing Community Development District Capital Projects Fund - Series 2020B Statement of Revenues, Expenditures and Changes in Fund Balance

Through January 31, 2022

| Description | October | | November | December | Jan | uary | Ye <u>a</u> | r to Date | al Annual udget | % of Budget |
|---|---------|----|----------|-------------|-----|-------|-------------|-----------|--------------------|----------------|
| Revenue and Other Sources | | | | | | • | | | | |
| Carryforward | | - | - | - | | - | | - | \$ - | N/A |
| Interest Income | | | | | | | | | | |
| Construction Account | | 0 | 0 | 0 | | 0 | | 0 | \$ - | N/A |
| Cost of Issuance | | - | - | - | | - | | - | \$ - | N/A |
| Debt Proceeds | | - | | - | | - | | - | \$ - | N/A |
| Developer Contributions | | - | - | | | | | - | \$ - | N/A |
| Operating Transfers In (From Other Funds) | | - | 11 | 0 | | 0 | | 12 | \$ - | N/A |
| Total Revenue and Other Sources: | \$ | 0 | \$ 11 | \$ 0 | \$ | 0 | \$ | 12 | \$ - | N/A |
| Expenditures and Other Uses | | | | | | | | | | |
| Executive | | | | | | | | | | |
| Professional Management | | - | - | - | | - | | - | \$ - | N/A |
| Other Contractual Services | | | | | | | | | | |
| Trustee Services | | - | - | - | | - | | - | \$ - | N/A |
| Printing & Binding | | - | - | - | | - | | - | \$ - | N/A |
| Capital Outlay | | | | | | | | | | |
| Water-Sewer Combination | | - | - | - | | - | | - | \$ - | N/A |
| Stormwater Management | | - | - | - | | - | | - | \$ - | N/A |
| Landscaping | | - | - | - | | - | | - | \$ - | N/A |
| Roadway Improvement | | - | - | - | | - | | - | \$ - | N/A |
| Cost of Issuance | | | | | | | | | | |
| Legal - Series 2020B Bonds | | - | - | - | | - | | - | \$ - | N/A |
| Underwriter's Discount | | - | - | - | | - | | - | \$ - | N/A |
| Operating Transfers Out (To Other Funds) | | - | - | - | | - | | - | \$ - | N/A |
| Total Expenditures and Other Uses: | \$ | - | \$ - | \$ - | \$ | - | \$ | - | \$ - | N/A |
| Net Increase/ (Decrease) in Fund Balance | \$ | 0 | \$ 11 | \$ 0 | \$ | 0 | \$ | 12 | - | |
| Fund Balance - Beginning | \$ 5,2 | 22 | \$ 5,222 | \$ 5,232 | \$ | 5,233 | \$ | 5,222 | \$ - | |
| Fund Balance - Ending | | 22 | \$ 5,232 | \$ 5,233 | \$ | 5,233 | \$ | 5,233 | \$ - | |

RIVER LANDING COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - FEBRUARY 2022

FISCAL YEAR 2022

PREPARED BY:

JPWard and Associates, LLC

Community Development District Advisors

River Landing Community Development District

Table of Contents

| Balance Sheet – All Funds | 1-2 |
|--|---------------|
| Statement of Revenue, Expenditures and Changes in Fund Balance | |
| General Fund | 3-4 |
| Debt Service Fund Series 2020A Series 2020B | 5 6 |
| Capital Project Fund Series 2020A Series 2020B | <i>7</i> 8 |

JPWard & Associates, LLC

2301 NORTHEAST 37 STREET FORT LAUDERDALE, FLORIDA 33308

River Landing Community Develoment District Balance Sheet

for the Period Ending February 28, 2022

| | | | | | Govern | mental Funds | S | | | | | | | |
|---|--------|-------------|-----|-----------|-----------|--------------|-----|-------------|------------|----------|----|--------------|-----|------------|
| | | | | Debt Serv | ice Funds | | | Capital Pro | jects Fund | ls | Ac | count Groups | | Totals |
| | | | | | | | | | | | | eneral Long | (Me | emorandum |
| | Ge | eneral Fund | Ser | ies 2020A | Serie | es 2020B | Sei | ries 2020A | Serie | es 2020B | Т | erm Debt | | Only) |
| Assets | | | | | | | | | | | | | | |
| Cash and Investments | | | | | | | | | | | | | | |
| General Fund - Invested Cash | \$ | 1,101,963 | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | \$ | 1,101,963 |
| Debt Service Fund | | | | | | | | | | | | | | |
| Interest Account | | | | - | | - | | - | | - | | | | - |
| Sinking Account | | | | | | | | | | | | | | - |
| Reserve Account | | | | 253,831 | | 98,706 | | - | | - | | | | 352,538 |
| Revenue Account | | | | 416,087 | | 1 | | | | | | | | 416,088 |
| Capitalized Interest | | | | - | | - | | - | | - | | | | - |
| Prepayment Account | | | | | | 87,571 | | | | | | | | 87,571 |
| Construction Account | | | | | | | | 43,215 | | 5,234 | | | | 48,449 |
| Cost of Issuance Account | | | | | | | | - | | - | | | | - |
| Due from Other Funds | | | | | | | | | | | | | | |
| General Fund | | - | | 247,961 | | 46,755 | | - | | - | | - | | 294,716 |
| Debt Service Fund(s) | | - | | - | | 145,792 | | - | | - | | - | | 145,792 |
| Accounts Receivable | | - | | - | | - | | - | | - | | - | | - |
| Assessments Receivable | | - | | - | | - | | - | | - | | - | | - |
| Amount Available in Debt Service Funds | | - | | - | | - | | - | | - | | 1,296,704 | | 1,296,704 |
| Amount to be Provided by Debt Service Funds | | - | | - | | - | | - | | - | | 11,933,296 | | 11,933,296 |
| Total Asse | ets \$ | 1,101,963 | \$ | 917,879 | \$ | 378,825 | \$ | 43,215 | \$ | 5,234 | \$ | 13,230,000 | \$ | 15,677,116 |

River Landing Community Develoment District Balance Sheet

for the Period Ending February 28, 2022

| | | | | Debt Serv | | nmental Funds | S | Capital Pro | jects F | unds | Ac | count Groups | | Totals |
|--|------|-----------|-----|------------|------|---------------|----|--------------|---------|-------------|----|--------------------------|-----|--------------------|
| | Gene | ral Fund | Sei | ries 2020A | Seri | es 2020B | : | Series 2020A | S | eries 2020B | | eneral Long Ferm Debt | (Me | emorandum Only) |
| Liabilities | | | | | | | | | | | | | | |
| Accounts Payable & Payroll Liabilities | \$ | _ | \$ | - | \$ | _ | \$ | - | \$ | - | \$ | _ | \$ | _ |
| Due to Developer | * | 3,194 | * | _ | * | _ | * | - | Ψ | - | * | _ | * | 3,194 |
| Due to Other Funds | | - | | | | | | | | | | | | - |
| General Fund | | <u>-</u> | | _ | | _ | | _ | | - | | <u>-</u> | | _ |
| Debt Service Fund(s) | | 294,716 | | 145,792 | | _ | | - | | - | | _ | | 440,508 |
| Bonds Payable | | | | , | | | | | | | | | | , |
| Current Portion | | | | | | | | | | | | 155,000 | | 155,000 |
| Long Term | | | | | | | | | | | | \$13,075,000 | | 13,075,000 |
| Total Liabilities | \$ | 297,910 | \$ | 145,792 | \$ | - | \$ | - | \$ | - | \$ | 13,230,000 | \$ | 13,673,702 |
| Fund Equity and Other Credits | | | | | | | | | | | | | | |
| Fund Balance | | | | | | | | | | | | | | |
| Restricted | | | | | | | | | | | | | | |
| Beginning: October 1, 2021 (Unaudited) | | | | 429,744 | | 214,978 | | 775,634 | | 5,222 | | - | | 1,425,577 |
| Results from Current Operations | | | | 342,343 | | 163,847 | | (732,419) | | 12 | | - | | (226,216) |
| Unassigned | | | | | | | | | | | | | | |
| Beginning: October 1, 2021 (Unaudited) | | 10,149 | | | | | | | | | | | | 10,149 |
| Results from Current Operations | | 793,905 | | | | | | | | | | | | 793,905 |
| Total Fund Equity and Other Credits | \$ | 804,053 | \$ | 772,088 | \$ | 378,825 | \$ | 43,215 | \$ | 5,234 | \$ | - | \$ | 2,003,414 |
| Total Liabilities, Fund Equity and Other Credits | \$ | 1,101,963 | \$ | 917,879 | \$ | 378,825 | \$ | 43,215 | \$ | 5,234 | \$ | 13,230,000 | \$ | 15,677,116 |

Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

| | | 0 46 | rebruary 20 | , | | | | |
|---|---------|----------|-------------|-----------|-------------|--------------|------------------------|----------------|
| Description | October | November | December | January | February | Year to Date | Total Annual Budget | % of Budget |
| Revenue and Other Sources | | | | | | | | |
| Carryforward | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | N/A |
| Interest | | | | | | | | |
| Interest - General Checking | - | - | - | - | - | - | - | N/A |
| Special Assessment Revenue | | | | | | | | |
| Special Assessments - On-Roll | - | 1,972 | 131,593 | - | (46,755) | 86,810 | 163,735 | 53% |
| Special Assessments - Off-Roll | - | - | | 79,596 | - | 79,596 | - | N/A |
| Developer Contribution | - | 5,958 | 685,060 | - | - | 691,018 | - | N/A |
| Intragovernmental Transfer In | | - | - | - | - | - | - | N/A |
| Total Revenue and Other Sources: | \$ - | \$ 7,930 | \$ 816,653 | \$ 79,596 | \$ (46,755) | \$ 857,424 | \$ 163,735 | N/A |
| Expenditures and Other Uses | | | | | | | | |
| Executive | | | | | | | | |
| Professional Management | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 16,667 | 40,000 | 42% |
| Financial and Administrative | | | | | | | | |
| Audit Services | - | - | - | - | - | - | 5,000 | 0% |
| Accounting Services | 1,333 | 1,333 | 1,333 | 1,333 | 1,333 | 6,667 | 16,000 | 42% |
| Assessment Roll Services | 1,333 | 1,333 | 1,333 | 1,333 | 1,333 | 6,667 | 16,000 | 42% |
| Arbitrage Rebate Services | - | - | - | - | - | - | 500 | 0% |
| Other Contractual Services | | | | | | | | |
| Legal Advertising | - | - | - | - | - | - | 2,000 | 0% |
| Trustee Services | - | - | - | - | 6,988 | 6,988 | 4,300 | 163% |
| Dissemination Agent Services | - | - | 600 | - | - | 600 | 5,000 | 12% |
| Property Appraiser Fees | - | - | - | - | - | - | - | N/A |
| Bank Service Fees | 22 | 25 | 27 | - | - | 74 | 360 | 20% |
| Communications & Freight Services | | | | | | | | |
| Postage, Freight & Messenger | - | - | 11 | - | 23 | 33 | 500 | 7% |
| Computer Services - Website Development | - | - | - | - | - | - | 2,000 | 0% |
| | | | | | | | | |

Prepared by:

Unaudited

Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

| | | | • | , - | | | | |
|--|----------|----------|------------|------------|------------|--------------|------------------------|---------|
| escription | October | November | December | January | February | Year to Date | Total Annual Budget | ș Bı |
| Insurance | - | - | 9,972 | - | - | 9,972 | 5,500 | 1 |
| Printing & Binding | - | - | 194 | - | | 194 | 400 | 4 |
| Subscription & Memberships | 175 | - | - | - | - | 175 | 175 | 1 |
| Legal Services | | | | | | | | |
| Legal - General Counsel | - | - | 4,806 | - | 4,113 | 8,919 | 15,000 | 5 |
| Legal - 2020 Bonds | - | - | - | - | - | - | - | N |
| Other General Government Services | | | | | | | | |
| Engineering Services | - | - | 4,440 | - | 2,125 | 6,565.00 | 1,000 | 65 |
| Contingencies | - | - | - | - | - | - | - | N |
| Other Current Charges | - | - | - | - | - | - | - | N |
| Other Physical Environment | | | | | | | | |
| Repairs and Maintenance | | | | | | | | |
| Naturalized Area Maintenance | - | - | - | - | - | - | 50,000 | (|
| Road & Street Facilities | | | | | | | | |
| Capital Improvements | - | - | - | - | - | - | - | N |
| Street Lights Purchase | - | - | - | - | - | - | - | N |
| Street Lights Installation | - | - | - | - | - | - | - | N |
| Reserves | - | - | - | - | - | - | - | N |
| Operational Reserve (Future Years) | - | - | - | - | - | - | - | Ν |
| Other Fees and Charges | - | - | - | - | - | - | - | Ν |
| Discounts/Collection Fees | | | | | | - | - | |
| Sub-Total: | 6,197 | 6,025 | 26,050 | 6,000 | 19,248 | 63,520 | 163,735 | |
| Total Expenditures and Other Uses: | \$ 6,197 | \$ 6,025 | \$ 26,050 | \$ 6,000 | \$ 19,248 | \$ 63,520 | \$ 163,735 | _ |
| Net Increase/ (Decrease) in Fund Balance | (6,197) | 1,905 | 790,603 | 73,596 | (66,003) | 793,905 | - | |
| Fund Balance - Beginning | 10,149 | 3,951 | 5,856 | 796,460 | 870,056 | 10,149 | | |
| Fund Balance - Ending | \$ 3,951 | \$ 5,856 | \$ 796,460 | \$ 870,056 | \$ 804,053 | 804,053 | \$ - | |

River Landing Community Development District

Debt Service Fund - Series 2020A

Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

| Description | Oc | tober | N | ovember | D | ecember | | January | | February | Year to Date | tal Annual Budget | % of Budget |
|---|----|---------|----|-----------|----|---------|----|---------|----|-----------|--------------|----------------------|----------------|
| Revenue and Other Sources | | | | | | | | | | | | | |
| Carryforward | \$ | - | \$ | - | \$ | - | \$ | - | \$ | - | - | 160,747 | 0% |
| Interest Income | | | | | | | | | | | | | |
| Interest Account | | - | | - | | | | | | | - | - | N/A |
| Sinking Fund Account | | - | | - | | - | | - | | - | - | - | N/A |
| Reserve Account | | 1 | | 1 | | 1 | | 1 | | 1 | 5 | - | N/A |
| Prepayment Account | | - | | - | | - | | - | | - | - | - | N/A |
| Revenue Account | | - | | - | | - | | 0 | | 2 | 2 | - | N/A |
| Capitalized Interest Account | | 1 | | 1 | | - | | - | | - | 1 | - | N/A |
| Special Assessments - Prepayments | | | | | | | | | | | | | |
| Special Assessments - On Roll | | - | | 6,144 | | 409,942 | \$ | 247,961 | \$ | (145,792) | 518,254 | 509,984 | 102% |
| Special Assessments - Off Roll | | - | | - | | - | | | | | - | - | N/A |
| Special Assessments - Prepayments | | - | | - | | - | | | | | - | - | N/A |
| Debt Proceeds | | - | | - | | - | | | | - | - | - | N/A |
| Intragovernmental Transfer In | | - | | - | | - | | - | | - | - | - | N/A |
| Total Revenue and Other Sources: | \$ | 2 | \$ | 6,146 | \$ | 409,943 | \$ | 247,962 | \$ | (145,789) | \$ 518,263 | \$ 670,731 | N/A |
| xpenditures and Other Uses | | | | | | | | | | | | | |
| Debt Service | | | | | | | | | | | | | |
| Principal Debt Service - Mandatory | | | | | | | | | | | | | |
| Series 2020A | | - | | - | | - | | - | | - | - | 155,000 | 0% |
| Principal Debt Service - Early Redemptions | | | | | | | | | | | | | |
| Series 2020A | | - | | - | | - | | - | | - | - | - | N/A |
| Interest Expense | | | | | | | | | | | | | |
| Series 2020A | | - | | 175,894 | | - | | - | | - | 175,894 | 351,788 | 50% |
| Unamortized Premium/Discount on Bonds Payable | | - | | - | | - | | - | | - | - | - | N/A |
| Underwriter's Discount | | - | | - | | - | | - | | - | - | - | N/A |
| Operating Transfers Out (To Other Funds) | | - | | 23 | | 1 | | 1 | | 1 | 26 | - | N/A |
| Total Expenditures and Other Uses: | \$ | - | \$ | 175,916 | \$ | 1 | \$ | 1 | \$ | 1 | 175,920 | \$ 506,788 | N/A |
| Net Increase/ (Decrease) in Fund Balance | | 2 | | (169,771) | | 409,942 | | 247,961 | | (145,790) | 342,343 | 3,196 | |
| Fund Balance - Beginning | | 429,744 | | 429,746 | | 259,975 | | 669,917 | | 917,878 | 429,744 | | |
| Fund Balance - Ending | \$ | 429,746 | Ś | 259,975 | Ś | 669,917 | ¢ | 917,878 | ¢ | 772,088 | 772,088 | \$ 3,196 | |

5

River Landing Community Development District Debt Service Fund - Series 2020B

Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

| Description | Oct | ober | Nov | ember | De | ecember | January | F | ebruary | Ye | ar to Date | al Annual Budget | % of Budget |
|---|------|--------|------|----------|----|---------|---------------|----|---------|----|------------|---------------------|----------------|
| Revenue and Other Sources | | | | | | | | | | | | | |
| Carryforward | \$ | - | \$ | - | \$ | - | \$ - | \$ | - | | - | 90,497 | 0% |
| Interest Income | | | | | | | | | | | | | |
| Interest Account | | - | | - | | | | | | | - | - | N/A |
| Sinking Fund Account | | - | | - | | - | - | | - | | - | - | N/A |
| Reserve Account | | 0 | | 0 | | - | 0 | | 0 | | 2 | - | N/A |
| Prepayment Account | | 0 | | 0 | | 0 | \$ 0 | \$ | 0 | | 1 | - | N/A |
| Revenue Account | | - | | - | | 0 | | | | | 0 | - | N/A |
| Capitalized Interest Account | | 0 | | 0 | | - | - | | - | | 1 | - | N/A |
| Special Assessments - Prepayments | | | | | | | | | | | | | |
| Special Assessments - On Roll | | - | | - | | - | | \$ | 192,547 | | 192,547 | - | N/A |
| Special Assessments - Off Roll | | - | | - | | - | \$ 1,115 | | | | 1,115 | 99,025 | 1% |
| Special Assessments - Prepayments | | - | | 52,447 | | 55,197 | | | 82,689 | | 190,334 | - | N/A |
| Debt Proceeds | | - | | - | | - | | | - | | - | - | N/A |
| Intragovernmental Transfer In | | - | | - | | - | - | | - | | - | - | N/A |
| Total Revenue and Other Sources: | \$ | 1 | \$ | 52,448 | \$ | 55,197 | \$ 1,116 | \$ | 275,237 | \$ | 384,000 | \$ 189,522 | N/A |
| xpenditures and Other Uses | | | | | | | | | | | | | |
| Debt Service | | | | | | | | | | | | | |
| Principal Debt Service - Mandatory | | | | | | | | | | | | | |
| Series 2020B | | - | | - | | - | - | | - | | - | - | N/A |
| Principal Debt Service - Early Redemptions | | | | | | | | | | | | | |
| Series 2020B | | - | | 15,000 | | - | - | | 105,000 | | 120,000 | - | N/A |
| Interest Expense | | | | | | | | | | | | | |
| Series 2020B | | - | | 99,025 | | - | - | | 1,116 | | 100,141 | 189,522 | 53% |
| Unamortized Premium/Discount on Bonds Payable | | - | | - | | - | - | | - | | - | - | N/A |
| Underwriters Discount | | - | | - | | - | - | | - | | - | - | N/A |
| Operating Transfers Out (To Other Funds) | | - | | 11 | | 0 | 0 | | 0 | | 12 | - | N/A |
| Total Expenditures and Other Uses: | \$ | - | \$ 1 | 14,036 | \$ | 0 | \$ 0 | \$ | 106,116 | \$ | 220,153 | \$ 189,522 | N/A |
| Net Increase/ (Decrease) in Fund Balance | | 1 | (| (61,587) | | 55,197 | 1,116 | | 169,121 | | 163,847 | - | |
| Fund Balance - Beginning | 2 | 14,978 | 2 | 214,979 | | 153,391 | 208,588 | | 209,704 | | 214,978 | | |
| Fund Balance - Ending | \$ 2 | 14,979 | \$ 1 | 153,391 | \$ | 208,588 | \$ 209,704 | \$ | 378,825 | \$ | 378,825 | \$ | |

River Landing Community Development District Capital Projects Fund - Series 2020A

Statement of Revenues, Expenditures and Changes in Fund Balance Through February 28, 2022

| | | | | | | | | | | | Tot | al Annual | % of |
|---|---------|---------|------------|------|----------|--------|------|-----------------------|----|--------------|-----|-----------|--------|
| Description | October | | November | | December | Januar | У | February | | Year to Date | | Budget | Budget |
| Revenue and Other Sources | | | | | | | | | | | | | |
| Carryforward | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Interest Income | | | | | | | | | | | | | |
| Construction Account | | 3 | 3 | 3 | 3 | | 3 | 3 | | 16 | \$ | - | N/A |
| Cost of Issuance | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Debt Proceeds | | - | | | - | | - | - | | - | \$ | - | N/A |
| Developer Contributions | | - | | - | | | | | | - | \$ | - | N/A |
| Operating Transfers In (From Other Funds) | | - | 2: | 3 | 1 | | 1 | 1 | | 26 | \$ | - | N/A |
| Total Revenue and Other Sources: | \$ | 3 | \$ 20 | 6 \$ | 4 \$ | 5 | 4 | \$ 4 | \$ | 42 | \$ | - | N/A |
| Expenditures and Other Uses | | | | | | | | | | | | | |
| Executive | | | | | | | | | | | | | |
| Professional Management | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Other Contractual Services | | | | | | | | | | | | | |
| Trustee Services | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Printing & Binding | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Capital Outlay | | | | | | | | | | | | | |
| Water-Sewer Combination | | - | | - | - | | - | 732,461 | | 732,461 | \$ | - | N/A |
| Stormwater Management | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Landscaping | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Roadway Improvement | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Cost of Issuance | | | | | | | | | | | | | |
| Legal - Series 2020A Bonds | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Underwriter's Discount | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Operating Transfers Out (To Other Funds) | | - | | - | - | | - | - | | - | \$ | - | N/A |
| Total Expenditures and Other Uses: | \$ | - | \$ | - \$ | - 5 | 5 | - | \$ 732,461 | \$ | 732,461 | \$ | - | N/A |
| Net Increase/ (Decrease) in Fund Balance | \$ | 3 | \$ 20 | 6 \$ | 4 \$ | 5 | 4 | \$ (732 <i>,</i> 457) | \$ | (732,419) | | _ | |
| Fund Balance - Beginning | \$ | 775,634 | \$ 775,63 | 7 \$ | 775,663 | 775 | ,667 | \$ 775,672 | \$ | 775,634 | \$ | - | |
| Fund Balance - Ending | \$ | 775,637 | \$ 775,663 | 3 \$ | 775,667 | 775 | ,672 | \$ 43,215 | \$ | 43,215 | \$ | - | |

River Landing Community Development District Capital Projects Fund - Series 2020B Statement of Revenues, Expenditures and Changes in Fund Balance

Through February 28, 2022

| Description | October | | November | December | | January | February | | Year to Date | Т | otal Annual Budget | % of Budget |
|---|---------|-----|----------|----------|------|---------|----------|-----|--------------|----|-----------------------|----------------|
| Revenue and Other Sources | | | | | | | | | | | | |
| Carryforward | | - | - | | - | - | | - | - | \$ | - | N/A |
| Interest Income | | | | | | | | | | | | |
| Construction Account | | 0 | 0 | | 0 | 0 | |) | 0 | \$ | - | N/A |
| Cost of Issuance | | - | - | | - | - | | - | - | \$ | - | N/A |
| Debt Proceeds | | - | | | - | - | | - | - | \$ | - | N/A |
| Developer Contributions | | - | - | | | | | | - | \$ | - | N/A |
| Operating Transfers In (From Other Funds) | | - | 11 | | 0 | 0 | | 0 | 12 | \$ | - | N/A |
| Total Revenue and Other Sources: | \$ | 0 | \$ 11 | \$ | 0 \$ | 0 | \$ | 0 : | \$ 12 | \$ | - | N/A |
| Expenditures and Other Uses | | | | | | | | | | | | |
| Executive | | | | | | | | | | | | |
| Professional Management | | - | - | | - | - | | - | - | \$ | - | N/A |
| Other Contractual Services | | | | | | | | | | | | |
| Trustee Services | | - | - | | - | - | | - | - | \$ | - | N/A |
| Printing & Binding | | - | - | | - | - | | - | - | \$ | - | N/A |
| Capital Outlay | | | | | | | | | | | | |
| Water-Sewer Combination | | - | - | | - | - | | - | - | \$ | - | N/A |
| Stormwater Management | | - | - | | - | - | | - | - | \$ | - | N/A |
| Landscaping | | - | - | | - | - | | - | - | \$ | - | N/A |
| Roadway Improvement | | - | - | | - | - | | - | - | \$ | - | N/A |
| Cost of Issuance | | | | | | | | | | | | |
| Legal - Series 2020B Bonds | | - | - | | - | - | | - | - | \$ | - | N/A |
| Underwriter's Discount | | - | - | | - | - | | - | - | \$ | - | N/A |
| Operating Transfers Out (To Other Funds) | | - | - | | - | - | | - | - | \$ | - | N/A |
| Total Expenditures and Other Uses: | \$ | - | \$ - | \$ | - \$ | - | \$ | - : | \$ - | \$ | - | N/A |
| Net Increase/ (Decrease) in Fund Balance | \$ | 0 | \$ 11 | \$ | 0 \$ | 0 | \$ | 0 : | \$ 12 | | - | |
| Fund Balance - Beginning | \$ 5,2 | 222 | \$ 5,222 | \$ 5,23 | 2 \$ | 5,233 | \$ 5,23 | 3 | \$ 5,222 | \$ | - | |
| Fund Balance - Ending | \$ 5,2 | 222 | \$ 5,232 | \$ 5,23 | 3 \$ | 5,233 | \$ 5,23 | 4 : | \$ 5,234 | \$ | - | |