

# RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT RULES

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# **RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT -- RULES**

## **Section 1 Rules of Procedure**

### **Section 1.1 General.**

- A. The Riverwood Community Development District (the “District”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- B. Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Specific Authority: §§ 190.011, 120.53(4)(a), Fla. Stat.

Law Implemented: §§ 190.011(5), 120.53(4)(a), Fla. Stat.

### **Section 1.2 Board of Supervisors; Officers and Voting.**

- A. Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States. The Board shall exercise the powers granted to the District.
- B. Term of Officers. Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).
- C. Vacancies: Quorum. Three (3) members of the Board physically present at the same location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. However, if three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Members of the board , as well as staff or employees of the District may be present by telephone, provided that the quorum is present at the meeting location and that such telephone attendance is accomplished by speaker-so that all present may hear and respond to the comments of the party attending by telephone. Nothing herein shall require the district to permit members of the public to attend a meeting by telephone.
- D. Officers. At the first Board meeting after each election, the newly-elected Board members shall take office. To the extent practicable, at this meeting the Board shall elect a chair and a secretary, and may elect such other officers as the Board deems necessary, including a Vice Chair, Treasurer, Assistant Treasurer, and Assistant



Secretary. The Chair and Vice Chair shall be members of the Board, but other officers need not be.

1. The Chair must be a member of the Board. If the Chairman resigns from that Office or ceases to be a member of the Board, the Board shall select a Chair, after filling the board vacancy. The Chair may be authorized to sign checks and warrants for the district, countersigned by the treasurer or other persons authorized by the board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.
  2. The Vice Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Vice Chair to serve the remainder of the term, after filling the Board vacancy.
  3. The Secretary of the Board serves at the pleasure of the Board and need not be a member of the board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
  4. The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.
- E. Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- F. Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Riverwood Community Development District", in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees and corporate acts.
- G. Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three board members. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided the notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

H. Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

When a Board member knows that he/she has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes of the meeting. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member that had the conflict.

Specific Authority: §§ 190.011(5), 120.525 Fla. Stat.

Law Implemented: §§ 190.006 (1), 190.006 (4), 190.006 (5), 190.006 (6), 190.006 (7) 190.006 (9), 190.007, 112.3143, 120,525,112.3143(4)(b) Fla. Stat.

### **Section 1.3 District Manager.**

- A. Term of Service. The board shall employ and fix the compensation of a District Manager. The District Manager shall serve at the pleasure of the Board.
- B. Responsibilities. The District Manager shall have charge and supervision of the works of the District and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to actions by the Board, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the board. The District Manager may act as secretary of the Board.
- C. Hiring. The District manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the Board. Compensation and other conditions of employment of officers and employees of the District shall be provided by the Board.

Specific Authority: 190.011

Law Implemented: 190.007(1)

### **Section 1.4 Public Information and Inspection of Records.**

#### **A. Applicability**

This Section 1.4 shall constitute the official policy of the Riverwood Community Development District related to the administration of public records. The policy shall be

binding upon all officers of the District, appointed District committee members, employees, and contract service providers to the extent made applicable by Florida law.

B. Records Custodian

The District Manager shall serve as official Records Custodian for the District. The Records Custodian shall have the authority to act on behalf of the District with respect to public records issues that may arise, and may take such actions as are not inconsistent with Florida law or with this Section 1.4.

C. Records Retention

The Records Custodian shall maintain a permanent records book entitled “Record of Proceedings of Riverwood Community Development District”, which shall contain the minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. This book shall be maintained in Charlotte County, Florida. The Records Custodian shall ensure that all public records of the District, as defined in Chapter 119, Florida Statutes, are retained and disposed of in accordance with the General Records Schedule GS1-SL For State and Local Government Agencies, as may be amended from time to time.

D. Correspondence, E-mails and Internet Activity

District officers, appointed committee members and employees may create or receive records at home that are subject to retention and public inspection under Florida law. All District officers, appointed committee members, and employees, shall comply with the following:

1. If documents, correspondence, or other records, are created or received, and are connected with the official business of the District, a copy of such record shall be provided to the Records Custodian for retention.
2. E-mails sent or received from a personal computer or e-mail address, that are connected with the official business of the District, shall be forwarded to the Records Custodian, or his or her designee, for retention.
3. Any internet postings, blog entries, “tweets”, or other similar internet activity conducted by a District officer, appointed committee member, or employee, which are connected with the official business of the District, shall be copied and provided to the Records Custodian for retention.
4. Any questions regarding the applicability of the Public Records Act to a particular record or activity should be posed to the Records Custodian, who may consult with District counsel as needed.

E. Inspection of Records

The Records Custodian, or his or her designee, shall acknowledge requests for inspection of public records and respond to such requests in good faith. The Records Custodian may not require that a records request be made in writing but may request clarification. Records requests shall be fulfilled as quickly as reasonably possible, given the nature of the request.

#### F. Confidential or Exempt Information

If any portion of a public records request includes information that is confidential or exempt from inspection under Florida law, the Records Custodian shall, if possible, redact the confidential or exempt information and provide the remainder of the record for inspection. If confidential or exempt information is withheld from the records inspection, the Records Custodian shall state the basis for the exemption, including the statutory citation. If so requested by the requestor, the Records Custodian shall state in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.

#### G. Copying of Records

The Records Custodian, or his or her designee, shall furnish copies of public records upon prior payment of the following fees:

1. \$0.15 per one-sided copy for duplicated copies of not more than 14" by 8.5".
2. \$0.20 per two-sided copy for duplicated copies of not more than 14" by 8.5".
3. \$1.00 per certified copy not more than 14" by 8.5".
4. For all other copies, the actual cost of duplication.

#### H. Special Service Charge

If the nature or volume of the public records requested to be inspected or copied is such as would require more than 15 minutes of staff time to fulfill the request or supervise the inspection, the Records Custodian may charge, in addition to any copying fees, a special service charge. The special service charge shall be the actual hourly cost to the District for the staff member performing the clerical or supervisory assistance. If the nature of the request is such that legal review time in excess of 15 minutes is required, the Records Custodian may charge the requestor for the actual cost to the District for legal fees incurred in the review.

#### I. Advance Payment

The Records Custodian shall require that copying fees are paid by the requestor before the requested copies are provided. If it appears that the requestor will incur a special service charge due to the nature or volume of the records requested, the Records

Custodian may require an advanced deposit sufficient to cover the estimated cost to the District, prior to beginning any work to fulfill the request. In such cases, the requestor shall only be charged for the actual cost to the District, and any deposit funds remaining shall be returned to the requestor.

Specific Authority: §§ 190.011(5),

Law Implemented: §§ 190.06(7), 119.07(1)(a), 119.07(1)(b), Fla. Stat.

### **Section 1.5 Meetings and Workshops**

A. Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:

1. The date, time and place of the meeting or workshop;
2. A brief description of the nature, subjects and purposes of the meeting, hearing or workshop;
3. The address where persons may obtain a copy of the agenda.
4. The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.

B. Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public at least seven (7) days before the meeting of the board. Minutes shall be corrected and approved by the board at a subsequent meeting.

C. Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or Secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of the copying and mailing.

D. Emergency Meetings. The Chair, or Vice Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2) and (3), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency

meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

- E. Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment, which time for audience comment shall be identified in the agenda. Persons wishing to address the Board may be required to notify the secretary of the Board prior to the “audience comment” section on the agenda. In its discretion, the Board may limit the length of time available to any one speaker in the interest of time or fairness to other speakers.
- F. Budget Hearing: Budget Amendment. The budget shall be adopted annually in accordance with the provisions on Chapter 189 and Chapter 190, Florida Statutes. Once adopted, the annual budget(s) may be amended from time to time by resolution of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item. All expenditures in excess of 10% of any line item in the budget must be approved by the board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the chair, or in the absence of the Chair, the Vice Chair.
- G. Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the board at a noticed meeting may be continued for a meeting without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter came before the Board. If a quorum of the Board is not present, any member of the Board shall have the authority to affect a continuance as provided in this subsection (G).
- H. Cancellations. If it is determined that the Board will not have a quorum present for an upcoming meeting, the Chair, or in the absence of the Chair, the Vice-Chair, may cancel the meeting. If a meeting is cancelled, notice of cancellation shall be posted at the Activity Center and provided to the press. Nothing provided herein shall be understood to permit any Board members to discuss any matter that may foreseeably come before the Board for official action, outside of a noticed, open meeting of the Board.

Specific Authority: §§ 190.011(5), 120.525, 120.54(5) Fla. Stat.

Law Implemented: §§ 190.007, 190.008, 120.525, 120.54, Fla. Stat.

## **Section 1.6 Rulemaking Proceedings**

A. Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

B. Notice of Rule Development.

1. Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule. The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.
2. All rules shall be drafted in accordance with Chapter 120, Florida Statutes.

C. Notice of Proceedings and Proposed Rules.

1. Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative, must do so in writing within twenty-one (21) days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development appeared.
2. The notice shall be published in a newspaper of general circulation in the District not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
3. The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the board's office to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom,

at least fourteen (14) days prior to such mailing, have made requests of the district for advance notice of its proceedings.

- D. Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- E. Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition.
- F. Rulemaking Materials. After the Publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:
1. The text of the proposed rule, or any amendment or repeal of any existing rules;
  2. A detailed written statement of the facts and circumstances justifying the proposed rule;
  3. A copy of the statement of estimated regulatory costs, if one has been prepared; and
  4. The published notice.
- G. Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- H. Variations and Waivers. Variations and waivers from District rules may be granted subject to the provisions and limitations contained in Chapter 120, Florida Statutes.

Specific Authority: §§ 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 190.035(2), Fla. Stat.



## **Section 2 BIDDING AND RELATED RULES**

**Section 2.1 Procedure under Consultants' Competitive Negotiations Act.** In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

### **A. Definitions.**

1. "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
2. "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
3. A "continuing contract" shall be as defined in Section 287.055, Florida Statutes.
4. "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents or any circumstances or cause beyond the control of the Board in the normal conduct of its business) where the Board decides the delay incident to competitive bidding would be detrimental to the interests of the District.

### **B. Qualifying Procedures.** In order to be eligible to submit a bid, a firm must, at the time of receipt of the bid:

1. Hold all required applicable state professional licenses in good standing.
2. Hold all required applicable federal licenses in good standing, if any.
3. If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

- 4 Meet any prequalification requirements set forth in the project or bid specifications. Qualification standards may include but are not limited to, capability and adequacy of personnel, past record, and experience of the bidding entity.

Evidence of compliance with this Rule may be submitted with the bid, if requested by the District.

C. Public Announcement. Prior to a public announcement that professional services are required for a project, the Board shall identify the project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a project by publishing a notice providing a general description of the project and the method for interested consultants to apply for consideration. The notice shall appear in at least one newspaper of general circulation in the District and in such other places as the District deems appropriate. The District may maintain lists of persons interested in receiving such notices. These persons are encouraged to submit annually statements of qualifications and performance data. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all bids, and such reservation shall be included in the public announcement. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

D. Competitive Selection.

1. The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services., The District shall then rank the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:
  - a. The ability and adequacy of the professional personnel employed by each firm.
  - b. Each firm's past record, experience, and performance for the District in other professional employment settings.
  - c. The willingness of each firm to meet time and budget requirements.
  - d. The geographic location of each firm's headquarters or office in relation to the project.
  - e. The recent, current and projected workloads of each firm.

- f. The volume of work previously awarded to each firm.
- g. Whether a firm is a certified minority business enterprise.
- 2. Nothing in these rules shall prevent the District from evaluating and eventually selecting a firm, if less than three responses, including responses indicating a desire not to submit a formal bid on a given project, are received.
- 3. If the selection process is administered by any person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

E. Competitive Negotiation.

- 1. After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required professional services.
- 2. In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate in accordance with Section 287.055, Florida Statutes, and the contract shall include any provisions as may be required by Section 287.055, Florida Statutes.
- 3. Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive and reasonable then, unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- 4. Should the District be unable to negotiate a satisfactory agreement with any of the selected firms, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

F. Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

G. Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: 190.011(5)

Law Implemented: 190.011(3), 287.055, 190.033

## **Section 2.2 Purchase of Goods, Supplies or Materials.**

A. Scope. All purchases of goods, supplies or materials exceeding the amount provided in Section 287.017, Florida Statutes, for category four, as such category may be amended from time to time, shall be purchased under the terms of these Rules. Contracts for purchases of "goods, supplies or materials" do not include printing, insurance, advertising or legal notices.

B. Definitions.

1. "Invitation to Bid" is a written solicitation for sealed bids with the title, date and hour of the public bid opening designated specifically and defining the commodity involved. It includes printed instructions prescribing conditions for bidding, evaluation criteria, and provides for a manual signature of an authorized representative.
2. "Request for Proposal" is a written solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria as necessary.
3. "Responsive bid/proposal" means a bid or proposal which conforms in all material respects to the specifications and conditions in the invitation to bid or request for proposal and these rules, and the cost components of which are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder.
4. "Lowest responsible bid" means, in the sole discretion of the Board, the bid (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements and with the integrity and reliability to assure good faith performance, (ii) is responsive to the invitation to bid or as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid may be waived by the Board. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids may not be modified after opening.
5. "Goods, supplies or materials" do not include printing, insurance, advertising, or legal notices.

- 6 "Purchase" means acquisition by sale, rent, lease, lease/purchase or installment sale. It does not include transfer, sale or exchange of goods, supplies or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the state.
7. "Emergency purchase" means a purchase necessitated by a sudden unexpected turn of events (e.g. acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive bidding would be detrimental to the interests of the District.

C. Procedure. When the purchase of goods, supplies or materials requires competitive solicitation by the District, the following procedure shall be followed:

1. The Board shall cause to be prepared an Invitation to Bid or Request for Proposal, as the Board deems appropriate.
2. The Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
3. The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.
4. Bids or proposals shall be opened at the time and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
5. If the District issues an Invitation to Bid, the Lowest Responsive and Responsible Bid shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board.
6. If the District issues a Request for Proposals, or other competitive solicitation, the District shall determine which response is most advantageous for the District and award the contract to that proposer.
7. If only one response to an Invitation to Bid or Request for Proposal is received, the District may proceed with the procurement for goods, supplies or materials. If no response to an Invitation to Bid or Request for Proposal is received, the

District may take whatever steps are reasonably necessary in order to proceed with the procurement of goods, supplies or materials.

8. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: 190.011(5)

Law Implemented: 190.033

### **Section 2.3 Contracts for Construction of Authorized Project.**

A. Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the requirements of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold requirements of Section 255.20, Florida Statutes.

B. Procedure.

1. Notice of Invitation to Bid or Request for Proposals shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than \$500,000 must be noticed at least 30 days prior to the date for submittal of bids.
2. The District may maintain lists of persons interested in receiving notices of Invitations to Bid or Requests for Proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.
3. To be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of its bid or proposal:
  - a. Hold all required applicable state professional licenses in good standing.
  - b. Hold all required applicable federal licenses in good standing, if any.
  - c. If the bidder is a corporation, hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

- d. Meet any special prequalification requirements set forth in the bid/proposal specifications.
    - e. Evidence of compliance with these Rules may be submitted with the bid or proposal, if required by the District.
4. Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposals. Bids and proposals shall be evaluated in accordance with the Invitation or Request and these Rules.
5. The District may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
6. The District may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:
  - a. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  - b. The past performance of each bidder or proposer for the District and in other professional employment settings.
  - c. The willingness of each bidder or proposer to meet time and budget requirements.
  - d. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  - e. The recent, current and projected workloads of the bidder or proposer.
  - f. The volume of work previously awarded to each bidder or proposer.
  - g. Whether the cost components of each bid or proposal are appropriately balanced.
  - h. Whether a bidder or proposer is a certified minority business enterprise.
7. If the District issues an Invitation to Bid, the Lowest Responsive and Responsible Bid shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District.
8. If the District issues a Request for Proposals, or other competitive solicitation, the District shall determine which response is most advantageous for the District and award the contract to that proposer.

9. The Board may require bidders or proposers to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three responses to an Invitation to Bid or Request for Proposal, the Board, may, in its discretion, re-advertise for additional bids or proposals without rejecting any submitted bids or proposals. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, the bids or proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover any costs of bid/proposal preparation or submittal from the District.

Specific Authority: 190.011(5)

Law Implemented: 190.033; 255.0525

#### **Section 2.4 Contracts for Maintenance Services.**

- A. Scope. All contracts for maintenance service of any District facility or project shall be let under the terms of these Rules, if the cost exceeds the amount provided in Sections 287.017, Florida Statutes, for CATEGORY FOUR, as such category may be indexed or amended from time to time. Where a contract for maintenance of District facilities or projects includes goods, supplies materials, or other contractual services, the District may, in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies or materials, and contractual services. However, a project shall not be divided solely in order to avoid the threshold requirements.
- B. Procedure.
  1. Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  2. The District may maintain lists of persons interested in receiving notices of invitations to bid or requests for proposals. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.
  3. In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
    - a. Hold the required applicable state professional license in good standing.
    - b. Hold all required applicable federal licenses in good standing, if any.



- c. Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes if the bidder is a corporation.
  - d. Meet any special prequalification requirements set forth in the bid proposal specifications.
  - e. Evidence of compliance with these Rules may be submitted with the bid, if required by the District.
4. Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal. Bids and proposals shall be evaluated in accordance with the invitation or request and these Rules.
5. The District may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
6. The District may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:
  - a. The ability and adequacy of the professional personnel employed by each bidder or proposer.
  - b. The past performance of each bidder or proposer for the District and in other professional employment settings.
  - c. The willingness of each bidder or proposer to meet time and budget requirements.
  - d. The geographic location of each bidder or proposer's headquarters or office in relation to the project.
  - e. The recent, current and projected workloads of the bidder or proposer.
  - f. The volume of work previously awarded to each bidder or proposer.
  - g. Whether the cost components of each bid or proposal are appropriately balanced
  - h. Whether a bidder or proposer is a certified minority business enterprise.
7. If the District issues an Invitation to Bid, the lowest responsive and responsible bid shall be accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District.

8. If the District issues a Request for Proposals, or other competitive solicitation, the District shall determine which response is most advantageous for the District and award the contract to that proposer.
9. The Board may require bidders or proposers to furnish performance and/or other bonds with a responsible surety. If the Board receives fewer than three responses, the Board may, in its discretion, re-advertise for additional bids or proposals without rejecting any submitted bid or proposal. In the event the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, all bids/proposals may be rejected. Bidders or proposers not receiving a contract award shall not be entitled to recover any costs of bid/proposal preparation or submittal from the District.

Specific Authority: 190.011(5)

Law Implemented: 190.033

### **Section 2.5 Design-Build Contract Competitive Proposal Selection Process**

- A. Scope. The District may utilize design/build contracts for any public construction project for which the Board determines the use of such contract is in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:
  1. The District shall utilize a design criteria professional meeting the requirements of section 287.055, Florida Statutes, to assist the District in developing a design criteria package, evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the design criteria package.
  2. A design criteria package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a design criteria package by supplementing the plans with project specific requirements, if any. All design criteria packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
  3. The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical, and design aspects of the project, weighted for the project.
- B. Procedure.

4. After a design criteria package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria, by the following procedure:
  - a. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the County in which the District is located. The notice shall allow at least seven (7) days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate.
  - b. The District may maintain qualification information, including: capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors, on design-build firms. Such firms shall receive a copy of the request for proposals by mail.
  - c. In order to be eligible to submit a proposal; a firm must, at the time of receipt of the proposals:
    - (1) Hold the required applicable state professional license in good standing, as defined by 287.055, Florida Statutes;
    - (2) Hold all required applicable federal licenses in good standing, if any;
    - (3) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation;
    - (4) Meet any special prequalification requirements set forth in the design criteria package.Evidence of compliance with these Rules may be submitted with the bid, if required by the District.
5. The board shall select no fewer than three design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.
6. The board shall negotiate a contract with the firm ranking the highest based on the evaluation standards, and shall establish a price which the board determines is fair, competitive, and reasonable. Should the board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified

firm, the board must terminate negotiations. The board shall then undertake negotiations with the third firm. Should the board be unable to negotiate a satisfactory contract with any of the selected firms, the board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached.

7. After the board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
8. The design criteria professional shall evaluate the compliance of the project construction with the design criteria package, and shall provide the Board with a report of the same.

C. Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an emergency purchase has occurred shall be noted in the minutes of the next board meeting.

Specific Authority: 190.011(5)  
Law Implemented: 190.033; 255.20

## **Section 2.6 Purchase of Insurance.**

- A. Scope. The purchase of life, health, accident, hospitalization, legal expense or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization and legal expense insurance for the dependents of such officers and employees upon a group insurance plan by the District, shall be governed by Section 112.08, Florida Statutes, and these Rules. Nothing in these Rules shall require the District to purchase insurance.
- B. Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  1. The Board shall cause to be prepared a Notice of Invitation to Bid.
  2. Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
  3. The District may maintain a list of persons interested in receiving notices of invitations to bid. Persons who provide their name and address to the District office for inclusion on the list shall receive notices by mail.
  4. Bids shall be opened at the time and place noted on the Invitation to Bid.

5. If only one response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
6. The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
7. Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, past performance for the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall need of the District, its officers, employees and/or dependents.

Specific Authority: 190.011(5)

Law Implemented: 112.08

**Section 2.7 Bid Protests.** The resolution of any protests arising out of the District's procurement process shall be in accordance with this Section 2.7.

- A. Protest. Any party who is aggrieved by the District's procurement of goods or services in a manner that violates the District's Rules or any applicable provision of law, shall submit a written protest to the District Manager prior to the date advertised for submittal of bids or proposals for the subject procurement, unless the aggrieved party did not have knowledge of the facts giving rise to the protest prior to that date, and could not have reasonably been expected to have such knowledge prior to that date. In such an event, the aggrieved party shall have seven (7) days from the date the aggrieved party knew or should reasonably have been expected to know of the facts giving rise to the protest, within which to submit a written protest.
- B. Award Process Upon receipt of a written protest which has been timely filed, the District shall stop the bid solicitation process (or the contract and award process) until the subject of the protest is resolved by mutual agreement or has received a final determination by the Board. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, the award process may continue.

- C. Mutual Agreement. Upon receipt of a written protest, the District Manager shall attempt to resolve the protest by reaching a mutual agreement between the parties.
- D. Hearing. If the subject of a protest under this Section is not resolved by mutual agreement, the aggrieved party shall be entitled to a hearing at the next regular meeting of the Board.

Specific Authority: 120.57(3), 190.011(5)  
Law Implemented: 120.57(3), 190.033

### **Section 3 WATER AND SEWER UTILITY RULES.**

**Section 3.1 Introduction.** Utility service shall be provided by the district in accordance with the provisions of this Section 3.

**Section 3.2 Definitions:** The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section 3, except where the context clearly indicates different meaning. Words used in the present term shall include the future, and the singular number includes the plural, and the plural the singular.

- A. Riverwood Community Development District: A governmental agency of the State of Florida created pursuant to Chapter 190, Florida Statutes.
- B. Engineer: The District Engineer or his authorized representatives or consultant.
- C. Connection Charges: An initial service charge of the District required to be paid by a consumer as a condition precedent to the interconnection of District's utility system with a consumer's property.
- D. Consumer: Any person, firm, association, corporation, governmental agency or similar organization whose property is supplied with the availability of water and sewer service by District, which term shall also include developer and bulk users.
- E. Consumer Installation: All pipes, fixtures, meters, appurtenances of any kind and nature used in connection with or forming a part of an installation for utilizing water and sewer services for any purpose, located on the consumers side of "point of delivery", whether such installation is owned outright by a consumer or by contract, lease or otherwise .
- F. Developer: Any person, corporation or other legally recognized entity who engages in the business of making improvements to or upon real property located within or without the District as owner, or legally constitutes agent for owner, of such real property.
- G. District: The Riverwood Community Development District.

- H. Easements: Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction of District's utility system or any components thereof, over or upon consumer's property.
- I. District Manager: Shall refer to the District Manager, as designated by the District pursuant to Chapter 190, Florida Statutes, or the District Manager's designee.
- J. Main: Shall refer to pipe, conduit or other facility installed to convey water or sewer service from individual laterals or to other mains.
- K. Off Site Facilities: Those components of water distribution and sewage collection facilities located outside consumer's property connected with facilities of the district, in accordance with the size required by the district.
- L. On Site Facilities: Those components of water distribution and sewage collection facilities located upon consumer's "property".
- M. Point of Delivery: The point where the District pipes are connected with pipes of the consumer. Unless otherwise indicated, point of delivery for water shall be at the discharge side of the water meter. Unless otherwise indicated point of delivery for sewer service shall be at the upstream connection of the clean-out which is placed at or about public right of way or utility easement. In the absence of a clean-out the point of delivery is at the sewer lateral connection to the sewer main of the district.
- N. Property: The land or improvements upon land of which the consumer is owner or over which consumer has control either by contract or possessory interest sufficient to authorize consumer to make application for service, or adjacent right of way which services the land or site being developed. District may require proof of such interest prior to the furnishing of service by copy of instrument of conveyance, warranty deed, contract or appropriate verified statement contained in the application for service.
- O. Schedule of Rates: The schedule of rates or charges for the particular classification service.
- P. Services: Shall be construed to include, in addition to all water, irrigation water and sewer utilities required by the consumer the readiness and ability on the part of the district to furnish water, irrigation water and sewer services to the consumer.
- Q. Services or Lateral Lines: Those pipes of the District that connect to consumer's lines.
- R. AFPI (Allowance for Funds Prudently Invested): The Charge representing the carrying costs associated with the excess capacity of the plant which will not be used until future customers connect for service. The AFPI charge is a one-time charge

based on the number of ERC's of demand. It is applicable to all future customers prior to connection to the system.

- S. Terms "shall" and "may": As used herein, the word "may" is permissive, and the word "shall" is mandatory.
- T. Utility System: As used herein, refers to the District's water distribution and sewage collection systems, and any component parts thereof.

**Section 3.3 General**: In the absence of specific written agreement to the contrary entered into prior to the effective date of the regulation at issue, these regulations apply without modification or change to each and every consumer to whom the district renders service.

**Section 3.4 Application for Service**: Service shall be furnished only upon signed application accepted by District and the conditions of such application are binding upon the consumer as well as upon the district. To obtain service, application shall be made at the District in the place or places designated by the District Manager. Applications are accepted by the District with the understanding that there is no obligation on the part of the District to render services other than that which is then available from existing water production and distribution equipment and service lines, and from its existing sewage treatment collection, transmission and treatment facilities. The applicant shall furnish to the District at the time of making application the name of the applicant, proof of the ownership interest in the property, the legal description or street address at which service is to be rendered, the address at which the owner wishes to receive their bills, and the activation fee established in Section 4. Bills will not be sent to renters or to any part other than the consumer/property owner. Application for service required by firms partnerships or associations, corporations and others, shall be tendered by duly authorized parties. When service is rendered under agreement or agreements entered into between the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the District and an agent of the principal under which service is rendered.

**Section 3.5 Withholding Service**: The District may withhold service to a consumer who makes application for service at or upon location for which prior service to that consumer has not been paid in full to the date of such application. It shall be the responsibility of the applicant to make inquiry as to the delinquent status of the account and bring said account current as a condition precedent to continuation of service. The district shall maintain current records of outstanding accounts and shall make such information available to the public at its offices during normal business hours. Service may also be withheld for service installations which are not complete or are not in compliance with district requirements.

**Section 3.6 Limitations of Use**: Utility service purchased from the District shall be used by the consumer only for the purpose specified in the application for service. The



consumer shall not sell or otherwise dispose of such utility service supplied by the District without authorization from the District. All utility service furnished by the district to the consumer shall be through District meters and may not be re-metered by the consumer for the purpose of selling or otherwise disposing of such service without the consent of the District . In no case shall the consumer, except with written consent of the District, extend water or sewer lines across a street, alley, lane court, property line, avenue, or other public thoroughfare or right of way in order to furnish utility service for adjacent property even though such adjacent property is owned by the consumer.

**Section 3.7 Unauthorized Connection or Use:** No person shall, without written consent of the District, tap any pipe or main belonging to a District potable water, irrigation water, or sewer system, or siphon or otherwise utilize water from any lakes or ponds of the District, for the purpose of taking or using potable water or irrigation water from such pipe, main, lake or pond, for connecting to the sewer system, or for any other purpose. Connections to the District’s water, irrigation water or sewer system may be made only as authorized by the District.

**Section 3.8 Consumer Deposits:** Before service is rendered by the District, each consumer shall provide the District with a deposit to secure the payment of bills and expenses incurred by the District. The amount of the deposit required shall be as set forth in Section 4. Upon payment of the required deposit, the District shall give the consumer a non-negotiable and non-transferable deposit receipt. Consumer shall not be entitled to receive any interest accrued on such deposit.

The required deposit shall be provided by the owner of the property to be serviced. Upon final settlement of a consumer’s account, the deposit shall first be applied by the District to any account balance due, and the District shall make all reasonable efforts to refund any remaining balance of the deposit to the consumer within sixty (60) days following termination of service. The District may require additional deposits for consumers whose services have been previously disconnected due to non-payment.

**Section 3.9 Billing:** Bills for service shall generally be rendered monthly and shall be due when rendered, however as more fully described in Section 3.11 herein, the failure of the District to render a monthly bill shall not absolve the consumer from liability for applicable charges incurred. A bill shall be deemed rendered when mailed United States mail, postage prepaid, or, if delivered in person, when delivered to the consumer’s address shown on the application for service. Bills shall be deemed paid when full payment of the outstanding balance, including any applicable penalty charges, is received by the District. All bills are considered delinquent thirty (30) days after the bill is rendered and are then subject to penalty and late charges as provided herein. No partial payment of any bill rendered will be accepted by the District unless authorized by the District Manager, in writing indicating the reasons thereto, such as contested billing, consumption, or hardship.

**Section 3.10 Delinquent Payments; Returned Checks; Liens In Favor of District; Procedures for Contesting Charges:** All statements and billings for utility services

shall be deemed delinquent if not paid within thirty (30) days of the date rendered by the District. Consumer shall incur delinquent payment charges in accordance with the fee schedule laid out in Section 4. If a consumer's check is returned, consumer shall be charged a returned check fee, as described in Section 4.

If applicable, consumer shall incur delinquent payment charges, based from the original date the bill was rendered, until the District receives payment of the outstanding balance, plus the applicable penalty charge for the returned check.

Any consumer contesting any statement or billing shall first present same to the District utility department with a statement of explanation or contest in writing prior to the bill becoming delinquent. If the matter is not then resolved, the utility department shall, within seven (7) days, forward the billing and written statement to the District Manager. If the matter is not then resolved, the District Manager shall, within seven (7) days, notify the consumer in writing that the matter will be heard before a panel consisting of the District Manager or his designee, and a representative of the District administration.

Notice shall be given to the aggrieved consumer at least seven (7) days prior to the scheduled hearing by mailing said notice to the address which appears on the consumer's utility billing, or by personal service by leaving a copy of said notice at such address either by delivery to any person upon the premises, by posting in a conspicuous place on or about the main entrance, or by placing same in any receptacle used on the premises for the deposit of mail. Refusal by any consumer to accept service of notice thereof shall be noted upon the notice when returned, and shall be deemed a waiver by the consumer of the opportunity for hearing provided herein, in which case the determination of the District Manager shall be final.

The hearing shall be conducted during normal business hours at the Riverwood Activity Center, or the panel and the aggrieved consumer may agree to a time which is mutually convenient to all. All utility bills shall be paid on or before the due date on the utility bill to avoid discontinuation of service. If during the hearing process an adjustment to the billing is made, a refund to the consumer shall be rendered either by check or as a credit to consumer's active account within seven (7) days as determined by the District Manager. If, after this hearing, the matter is not resolved, then consumer may request an appearance before the Board of Supervisors, in which event all documents, transcripts, findings, and statements shall be transmitted forthwith to the District Manager for further disposition. It shall be the duty of the District Manager to notify the consumer of the public hearing at which the consumer is to appear before the Board of Supervisors, by mail or delivery of notice as provided in this Section.

Delinquent utility fees and charges shall be deemed liens upon the real property or premises as provided by law.

**Section 3.11 Adjustment Of Bills; Meter Readings And Inspections:** When a consumer is determined by the District to have been overcharged or undercharged as a result of incorrect meter reading, defective metering, incorrect application of rate

schedule fees and charges, or mistake in billing, the amount so determined may be credited or billed to the consumer, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the District Manager and so noted on the account. District may read and inspect meters periodically to determine their condition and accuracy and as a basis for periodic billings. If a consumer requests and inspection or re-reading of a meter, and the District determines that the meter was functioning properly, the District may impose a service charge for such inspection or rereading, in accordance with the schedule of fees in Section 4.

**Section 3.12 Access to Premises:** As a condition to providing service, the consumer grants to District or its authorized agents or employees access to consumer's property during all times reasonable hours and, in the event of an emergency, at any time, for the purposes of reading meters or maintaining, inspecting, repairing, installing or removing District's property, and for any other purposes incident to performance under or termination of any agreement with a consumer or such consumer's predecessor in interest or use of the facilities or services made accessible to the District by the consumer or to be relocated by the District.

**Section 3.13 Inspections of Consumer's Installation:** The District reserves the right to inspect and approve any consumer installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, rules of the District, and rules and regulations affecting such installation. No changes or increases in any consumer installation which will materially affect proper operation of District utility system shall be made by consumer without express written consent of the District Engineer and approval of the District Manager. Consumer shall be responsible for the cost of making changes or repairs resulting from unauthorized alteration, and the District may require payment or reimbursement thereto as a condition to continued service.

**Section 3.14 Protection of District Property:** In the event of any damage to the District property located upon consumer's property which arise out of any act of consumer or agent's, employees or independent contractors on the premises, the cost of repairs or replacement shall be the responsibility of the consumer, and full payment or reimbursement to the District therefore may be condition imposed by the District for the continuation of service.

**Section 3.15 Change of Occupancy; Termination or Transfer of Service:** It shall be the obligation of the consumer to notify the District of any change of occupancy, or other circumstances for which termination of service is requested, and consumer shall be responsible for all service charges incurred to the date upon which written or personal notification is received by the District, after which District shall have a reasonable time, not to exceed seventy-two (72) hours, in which to discontinue service. Customer deposits shall be applied to balances due as provided herein. Insufficiency of deposits to cover delinquencies or final charges upon termination of service at any consumer location shall, as to any applicant for service at such location, be governed by Section 3.5 (Withholding Service) herein. As a convenience to consumers, District will accept telephone notice to

discontinue or transfer service, provided written notice is given to the District within seventy-two (72) hours thereafter.

**Section 3.16 Resumption of Service:** After termination or discontinuance of service as provided herein, the District may require, as a condition precedent to service resumption, payment in full of any amounts due the District and/or adequate security in the form of additional deposits to cover all costs reasonably incurred by the District as the result of such termination or discontinuance, including any reconnection fees, meter installation or removal and reinstallation costs, inspection costs, or other costs incident thereto in accordance with the District's schedule of fees and costs as provided in Section 4.

**Section 3.17 Continuity of Service:** The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the consumer for failure or interruption of continuous service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

**Section 3.18 Maintenance and Standards :** All pipes, conduits or other component parts of service installed in or upon the premises of a utility consumer shall conform to District standards of type, quality quantity and regulations regarding installation. Consumer shall be responsible for maintaining all on site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying District and securing approval thereto in writing or by permission from an authorized representative of District's utility department. Unauthorized alteration or modification of any on site utility service interconnection may result in immediate termination of the affected service and repair restoration by District or at its direction at the consumer's costs.

**Section 3.19 Wastewater Holding Tank Treatment Alternatives and Recommendations.**

- A. Holding tank treatment additives shall not contain formaldehyde or formaldehyde type ingredients. The formaldehyde has a negative effect on the biological treatment process in the system. The beneficial bacteria that breaks down the sewage is killed by the formaldehyde.
- B. The use of a biological treatment process or product, such as AI 40 BIOFRESH provided by Aurora International or a compatible product, is required. Biological treatment is being utilized in other segments of the system to control odor.
- C. The District encourages the use of reasonable amounts of additional water, during the dumping process, to help dilute the concentrated wastes being retained in the RV holding tanks.

- D. The District encourages more frequent dumping of the holding tanks to reduce the age of sewage leaving the park. Adding additional water to the holding tanks prior to use during the holding period will help facilitate this effort.
- E. The District encourages new visitors or returning residents to dump their holding tanks prior to arrival.

**Section 3.20 Testing and Inspections.**

The District may conduct random tests and inspections of the sewage in the system to observe and detect the presence and level of the following: Formaldehyde, Hydrogen Sulfide, Soaps.

The maximum allowable limits of the above mentions characteristics shall be as follows:

Formaldehyde	0 mg/L
Hydrogen Sulfide	5 mg/L
Soaps	**

\*\* Excessive discharge of soaps and soap products into the sewer system produces undesirable frothing and foaming in the treatment plant.

**Section 3.21 Compliance.** If at any time Consumer shall not comply with the restrictions imposed upon it in the preceding portions of this Rule, or if Consumer shall create any condition which District should determine destructive to any part of District's facility, District shall give thirty (30) days written notice to Consumer to discontinue such operation or practice, within which period Consumer shall comply. If Consumer does not initiate and/or establish a compliance program within thirty (30) days of notification, and/or if any damages result from the discharge of improper wastes by Consumer, District reserves the right to provide such preliminary treatment facilities or establish such programs as required to bring the Consumer's discharge into compliance. Consumer will be responsible to the District for all charges, both capital and operational for the establishment of these programs or facilities as described herein. Any and all damages resulting from Consumer's non-compliance with this rule shall be the responsibility of the Consumer.

No statement in this Rule shall be construed as preventing any special agreement or arrangement between the District and the Consumer whereby an industrial waste or unusual strength or character may be accepted by the District for treatment, subject to additional payment by Consumer.

On notification to Consumer, the District shall have the right at any time to collect samples of sewage and industrial wastes at various locations within Consumer's facilities for the purpose of making laboratory analysis of these wastes. The costs of collecting and of testing such samples shall be considered a District facility treatment and effluent disposal operating expense.

Consumer shall adopt, enact, and enforce such policies and procedures adopted by the District as may be required to insure that users of Consumer's system do not discharge or cause to be discharged waters or wastes which would cause Consumer's wastewater to be unacceptable under the provisions of this Rule, and to furnish to the District certified copies thereof within thirty (30) days from date hereof. The District will, if requested, assist Consumer in the preparation of said policies and procedures.

**Section 3.22 Meters:** Each consumer of the District receiving water must have a water meter which measures flow and which is the ultimate basis for water charges. All water meters shall; be furnished by, to and subject to its control. Meters are not transferable to another residence or business site. The consumer shall provide meter space to the District at a suitable and readily accessible location and when the District considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices. Before a meter is installed, all meter fees, deposits, AFPI charges and connection fees being due must be paid. Consumers may have separate meters for irrigation purposes only. The meter to be furnished by the District shall be sized compatible with the existing line and main sizes according to District standards and specifications at the consumers' expense. The consumer shall be required to provide proper service connection and service line in accordance with the District standards and specifications. Meter sizes, other than those originally specified or intended, shall be as approved by the District Engineer and the District Manager.

**Section 3.23 All Water Through Meter:** That portion of the consumer's installation for water service shall be arranged so that all water service shall pass through the meter. No person shall make or cause to be made any connection or main, service pipe, or other pipes, appliances or appurtenance used for or in connection with the District's water system in so manner as to cause to be supplied water from such plant to any faucet or other outlet whatsoever without passing through a meter provided by the district and used for measuring and registering the quantity of water passing through the same, or make or cause to be made, without consent of the District, any connection with any such plant or any main, pipe service or other instrument or appliance connected with such plant in such manner as to take or use, without the consent of the District, any water.

**Section 3.24 Meter Testing:** The District reserves the right to remove the meter and check, repair, or replace it at any time at no cost to the consumer. Should a consumer desire his meter to be checked at any time, he may have this work done by submitting a written request accompanied by a fee in accordance with the rate schedules of the District in effect at the time of such testing. Should the meter be tested and found to be registering over two (2%) percent more than is actually used, the last three months service bill will be adjusted accordingly, the meter will be repaired or replaced, and the fee returned. In any other case, the amount of the fee shall be retained by the district to defray the cost of testing.

**Section 3.25 Damaging, Tampering with, Altering, Facilities of Utility Plant or System:** No person shall; damage or knowingly cause to be damaged any meter or water or sewer pipe or fittings connected with or belonging to a District water or sewer system,

or tamper or meddle with any meter or other appliance or any part of such system in such a manner as to cause loss or damage to the District to prevent any meter installed for registering water from registering the quantity which otherwise would pass through the same; alter the index or break the seal of any such meter; in any way hinder or interfere with the proper action of just registration of any such meter, pipe or fitting or other appliance or appurtenance connection with or belonging to such system after such meter, pipe fitting, appliance or appurtenance has been tampered with, injured or altered.

**Section 3.26 Private Fire Service Connection:** A private fire service connection is to be used for fire purposes only and is to have no connection whatsoever with any service lines that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply with the exception in case a tank or fire pump is installed as secondary supply. There shall be a backflow preventer installed by the consumer at his expense in each District connection to prevent the water from secondary supplies from flowing into District mains.

The consumer shall not draw any water whatsoever through this connection for any purpose except the extinguishing of fires, or for periodic tests of the fire system, which tests shall be made in the presence of a representative of the District. Any authorized representative of the District shall have free access to the building at any reasonable time for the purpose of inspecting any equipment.

The consumer shall set in this connection at the point of delivery, a weighted check valve fitted with by-pass on which shall be set a meter, installed by the District at consumer's expense, the purpose of which shall be to indicate whether or not water is being used through this connection and for the further purpose of showing any leakage, if same exists. All meters shall become the property of the District.

Violation by the consumer of any of the regulations in this section shall justify the district to disconnect said pipe or pipes, or stop the flow of water through same.

The right is reserved by the District to shut off the supply at any time in case of accident or to make alterations, extensions, connections, or repairs and if possible, the District agrees to give due and ample notice of such shut-off.

The District does not make any guarantee as to certain pressure in the pipe or in the main supplying same, and shall not be under any circumstances held liable for loss or damage to the owner for a deficiency or failure in the supply of water in case of accident or alteration, extensions, connections or repairs, or for any cause whatsoever.

When fire lines valves or connections are used in case of fire or for any other reason whatsoever, the consumer shall immediately notify District and the District forthwith reseal the used valves or connections.

**Section 3.27 Termination of Service:**

A. All utility service shall be pursuant to proper permit or application, which procedure accords the District the opportunity to provide for orderly expansion of facilities and regulation thereof in a manner calculated to ensure continuous service to all consumers. Inherent in this obligation is the governmental prerogative of necessity to terminate consumption which is adverse to the continuous, orderly and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion, to refuse service, or to terminate service temporarily or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern, or when the providing of any service would constitute a threat to the safety, health or welfare of consumers generally or a significant portion of the consumer population.

B. When discontinuance or termination of service can be remedied by an act of the consumer, District shall provide notice of remedial action to the consumer in order that service may be continued uninterrupted. The District shall have the authority to interrupt, discontinue, or terminate service, for any of the following reasons, after consumer has been notified and has failed to take the prescribed remedial action:

1. Failure to pay required deposits for service.
2. Failure of consumer to meet provisions of agreements with the District.
3. Failure to correct deficiencies in piping or other components upon consumer's property after reasonable notice thereof.
4. Use of service for any property or purpose other than described in the permit or application.
5. Failure to pay user fees for service rendered.

**Section 3.28 Rate Schedule:** The Schedule of Water and Sewer Rates, Fees and Charges is pursuant to Section 4. This Schedule may be amended from time to time by rule of the Board of Supervisors upon public notice and at least one public hearing.

**Section 3.29 General.** The District owns, operates and maintains water treatment and distribution and sewage collection, also treatment and disposal systems which serve residents within the District's service area. The adopted level of service for these facilities is 225 gallons per day per equivalent residential connection ("GPD/ERC"), and the District shall not make new service connections which would cause the District's system to exceed the adopted level of service. New development may require the extension of mains to provide service, as well as expansion of facilities to accommodate new development. In some instances, the District in anticipation of expansion of its system due to growth and development has already provided mains for services thereof. The cost of providing extensions, modifications and expansions of facilities is to be borne by property owners, builders, or developers within the District's service area to defray costs of these extensions, modifications, and expansions. The allocable share of each is to be charged as described herein. It is the declared policy of the District by this Rule to establish a uniform method of determining charges for availability of services so that all such contributions shall be non-discriminatory among the various consumers served by the District's systems and shall be applied as nearly as possible with uniformity to all



consumers within the District's service areas. District specifically reserves its rights to fix and determine rates, fees, charges and contributions required for the provisions, consumption, operation, maintenance, extension and expansion of its utility services provided herein and as authorized by law. Each consumer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the welfare of all consumers of its utility services, has the authority and responsibility to amend its schedules of rates, fees charges, and contributions from time to time to ensure the perpetuation of service.

**Section 3.30 Easements and Rights of Way:** As a prerequisite to the construction of any water distribution or sewage collection system proposed to be connected to the facilities of the District, developer shall agree to grant District such easements or rights of way corresponding with the installation of the proposed facilities. Such grant or conveyance shall be in the form satisfactory to the District. Such conveyances, when located on the property shall be made without cost to the District. District reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the facilities of District joins with consumers. Such easements and right of way shall be conveyed and accepted upon completion, approval and acceptance of the work done by the developer.

**Section 3.31 Inspection:** The District shall inspect the installation of all water distribution or sewage collection facilities installed by developer or developer's contractors, which facilities are proposed to be transferred to District's ownership, operation and control. In the event that gravity sewer facilities are to remain under ownership, operation and control of the developer as a private system, the district reserves the right to inspect installation of the gravity sewage collection facilities for the purpose of determining if the system has excessive infiltration. These systems must meet the same infiltration criteria as that of district owned systems. Such inspections are intended to assure that water and sewer lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind of and quality of such installation. Representatives of the District may be present at tests of component parts of water distribution or sewage collection systems for the purpose of determining that the system, as constructed, conforms to District's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under direct supervision of the engineer of record or his authorized inspector. The results of such testing shall be certified at least 48 hours prior to any inspections or testing performed in accordance with these regulations.

**Section 3.32 Transfer of Contributed Property - Bills of Sale:** Each developer who has constructed portions of the water distribution and sewage collection system prior to interconnection with District's existing facilities, shall convey such component parts of water distribution and sewage collection system to District by bill of sale in form

satisfactory to the district to ensure that the water distribution and sewage collection system proposed to be transferred to District is free of all liens and encumbrances.

Any facilities in the category of consumers' lines, plumbers' lines or consumer's installation, located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to district and shall remain the property the maintenance responsibility of developer or subsequent consumers.

District shall not be required to accept title to any component part of the water distribution or sewage collection system as constructed by developer until the District Engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by District and the Board of Supervisors has evidenced its acceptance of such lines for District's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by developer and proposed to be transferred to District. Such cost information shall be furnished to the District concurrently with the bill of sale and such cost information shall be prerequisite for the acceptance by District of the portion of water distribution and sewage collection system construction by developer.

District may refuse connection and deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and sewer collection system installed by developer until such time as the provisions of this paragraph have been fully met by developer or developer's successors or assigns.

**Section 3.33 Utility Inspection Fees:** The cost of engineering inspection of the required improvements shall be paid by the developer at the time the D.E.P. application is executed by the District.

**Section 3.34 Refundable Advances :** The District may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any off site extension of water and/or sewer mains and pumping stations necessary to connect the developer's property with the terminus of the District's water and sewer facilities adequate in size to provide service to the subject property . However, this rule recognizes instances in which a developer may be required to advance hydraulic share applicable to other undeveloped property in order that offsite facilities may be constructed to serve the District's master plan. All amounts expended by developer, over and above developer's hydraulic share for offsite facilities shall be refunded to developer in accordance with terms and conditions of a refunding agreement which the District will execute with developer. The refunding agreement shall provide for a plan of refund based upon connection of other properties, to the extent of their hydraulic share, which properties will be served by the offsite facilities installed by the developer. Notwithstanding the provisions of this section , the District will limit the life of such refund agreement to a term of not more than five(5) years or until such time as the utility is sold to another entity after which time any portion of the refund agreement

will have lapsed and thereafter, such refund agreement will be canceled. In no event shall developer recover an amount greater than the difference between the capitalized cost of such offsite improvements and developer's own hydraulic share of such improvements. The District shall not include any interest upon the refund of developer's advance.

**Section 4 WATER AND SEWER RATES, FEES, AND CHARGES.** This Section shall be effective July 17, 2012, and the rates and fees contained herein shall be applied to the first billing after that date.

**Section 4.1 Definitions:** The following definitions are applicable in this Section 4 and in Section 3 to the extent that the terms are not otherwise defined in that Section:

A. Class of Service:

1. Residential Service. Service to a residential dwelling including single family, multi-family, mobile homes, RV Pads, and all other types of residential dwellings.
2. Commercial /Non-residential Service. Any Service not covered by the residential service described herein. This type of service shall include, but is not limited to the following: Pool/cabana areas, activity/recreational centers, dump stations, maintenance facilities, commercial facilities, and recreational facilities.

B. Service. Service shall include all water, irrigation water and sewer utilities required by the consumer, as well as the readiness and ability on the part of the District to furnish water, irrigation water, and sewer service to the consumer.

C. Point of Delivery. The point where the District pipes are connected with pipes of the consumer. Unless otherwise indicated, point of delivery for water shall be at the discharge side of the water meter. Unless otherwise indicated, point of delivery for sewer service shall be at the upstream connection of the clean-out, which is placed at or about the public right-of-way or utility easement. In the absence of a clean-out, the point of delivery is at the sewer lateral connection to the sewer main of the District.

D. Undeveloped Property. Real property which does not contain a Residential or Commercial/Non-residential use, as described in Paragraph A. herein, and which is not otherwise equipped to receive water or sewer service. Once connected to water or sewer service, the property shall not thereafter be considered undeveloped property.

E. Standby Fees. Fees charged to an owner of Undeveloped Property for the purpose of guaranteeing the availability of sewer service in the future.

F. Base Facility Charge. The portion of the monthly charge to each consumer which is fixed and designed to provide consistent cash flow and operating stability for the District. Base Facility Charges shall be based upon the Equalization Factors defined in Paragraph M herein.

- G. Usage Charge. The portion of the monthly charge to each customer which is based on metered consumption or use.
- H. District. Riverwood Community Development District.
- I. Bond Interest Charge. A monthly charge for the purpose of paying the annual interest on the 2014 Sewer Bond. This charge applies to all Residential and Commercial/Non-Residential customers who purchased their property on or after March 1, 1994.
- J. Sewer Connection Fees. A one-time Sewer Connection Fee is charged when Undeveloped Property is connected to sewer service. For purposes of calculating the Sewer Connection Fee only, each single-family residential dwelling unit equals 1.0 Equivalent Residential Connection (“ERC”), each mobile home, recreational vehicle or mobile home pad unit equals 0.97 of an ERC, each multi-family residential dwelling unit equals 0.82 of an ERC, and each 1,000 square feet of commercial usage equals 0.267 of an ERC.
- K. Meter Size. When a fee or charge is dependent upon Meter Size, the District shall attempt to determine the size of the meter at the point of delivery. If no meter is available, the District shall attempt to determine the size of the service line at the point of delivery. If the service line is inaccessible at the point of delivery, the District shall estimate the size of the service line at the point of delivery.
- L. Equalization Factors. The following Equalization Factors shall be used to calculate Base Facility Charges for water and sewer service:

<u>Class of Service</u>	<u>Meter Size</u>	<u>Equalization Factor</u>	
		<u>Sewer</u>	<u>Water</u>
Single Family Residential	All	1.00	1.00
Commercial/Non-residential Service			
	5/8"x3/4"	1	1
	1"	3	3
	1 1/2"	5	5
	2"	8	8
	3"	16	16
	4"	25	25
	6"	50	50
	8"	80	80

**Section 4.2 Sewer Service Rates (Monthly).**

- A.** Residential Service:

Base Facility Charge:  
All Meter Sizes: \$46.30

**B. Commercial/Non-residential Service:**

Base Facility Charge:

<u>Meter Size (inches)</u>	
5/8"x3/4"	\$46.30
1"	\$138.90
1 1/2"	\$231.50
2"	\$370.40
3"	\$740.80
4"	\$1,157.50
6"	\$2,315.00
8"	\$3,704.00

**C. Standby Fee:**

Per unit \$15.86

**D. Sewer Connection Fees**

One ERC = \$1,720.00

Sewer Connection Fee per Single Family Unit:	\$1,720.00
Sewer Connection Fee per RV/Mobile Home:	\$1,668.40
Sewer Connection Fee per Multi-Family Unit:	\$1,410.40
Sewer Connection Fee per 1,000 sq. ft. of Commercial:	\$459.24

**Section 4.3 Potable Water Service Rates (Monthly):**

**A. Residential Service:**

Base Facility Charge \$17.35 (Per Residential Unit)

Usage Charge per 1,000 gallons:

0-6,000 gallons	\$4.00
6,001-11,000 gallons	\$4.23
11,001 or more	\$4.93

**B. Commercial Non-Residential Service:**

Base Facility Charge:

Meter Size (inches)

5/8"x3/4"	\$17.35
1"	\$46.05
1 1/2"	\$76.75
2"	\$122.80
3"	\$245.60
4"	\$383.75
6"	\$767.50
8"	\$1,228.00

Usage Charges per 1,000 gallons:

0 - 6,000	\$4.00
6,001 – 11,000	\$4.23
11,001+ gallons	\$4.93

C. Potable Water Used for Irrigation Services:

Base Facility Charge

Meter Sizes (inches)

5/8"x3/4"	\$10.00
1"	\$15.00
1 1/2"	\$25.00
2"	\$40.00
3"	\$80.00
4"	\$125.00
6"	\$250.00
8"	\$400.00

Usage Charges per 1,000 gallons:

0 – 6,000 gallons	\$4.00
6,001 – 11,000 gallons	\$4.23
11,001+ gallons	\$4.93

D. Initial Installation Charge: \$35.00

E. Meter Installation Fee:

5/8" x 3/4" Meter:	\$220.00
Larger than a 5/8" x 3/4" Meter:	\$220.00, plus cost of the meter

F. Backflow Prevention Assembly (BFP) Installation Charge

New installation (includes materials, permitting and certification)	\$305.00
Annual recertification without repairs	\$35.00
Recertification with required repairs (5/8" x 3/4" BFP or smaller)	\$130.00
Recertification with required repairs (larger than 5/8" x 3/4" BFP)	
Consumer will be charged actual cost of the repair	

**Section 4.4 Reclaimed Water Service Rates (Monthly):**

A. Residential Service:

Base Facility Charge	\$10.00 (Per Residential Unit)
Usage Charge per 1,000 Gallons:	
0 - 30,000 gallons	\$0.80
30,001+ gallons	\$1.20

B. Commercial Non-Residential Service:

Base Facility Charge  
Meter Size (inches)

5/8"x3/4"	\$10.00
1"	\$15.00
1 1/2"	\$25.00
2"	\$40.00
3"	\$80.00
4"	\$125.00
6"	\$250.00
8"	\$400.00

Usage Charge per 1,000 Gallons	
0 – 30,000 gallons	\$0.80
30,001+ gallons	\$1.20

C. Initial Irrigation Meter Installation Fee:

Individual 5/8" x 3/4" meter into existing vault:	\$130.00
Individual 5/8" x 3/4" meter and vault:	\$170.00

Commercial users requiring a meter larger than 5/8" x 3/4" shall be charged the District's actual cost to purchase and install the meter.

**Section 4.5 Miscellaneous Fees and Charges**

<u>Fee Description</u>	<u>Charge</u>
Deposit	\$150.00
Disconnect & Reconnect	\$ 50.00
Disconnect & Reconnect, if after normal hours	\$ 75.00
Account Activation Fee	\$ 50.00
Late Payment Fee	1.5% per month*
<u>Returned Check Fee:</u>	

Check value of \$50 or less	\$25
Check value of \$50.01 through \$300	\$30
Check value of \$300.01 or more	\$40 or 5% of check value, whichever is greater

Meter Re-Read:

First Re-Read	\$20
Each subsequent re-read within a 6 month period	\$40

\*The late payment fee percentage shall be charged each month and compounded until the full unpaid balance has been paid.

**Section 5**                    **ACTIVITY CENTER CAMPUS RULES**

**Section 5.1**    **General.** This section sets forth the rules and fees for the use of the Riverwood Activity Center Campus facilities.

**Section 5.2**    **Definition of Terms.**

- A. **Adult** is a person who is 18 years of age or older.
- B. **Activity Center Staff** shall be the entity or individuals as may be designated by the RCDD to manage and operate the Facilities.
- C. **Facilities** shall include all RCDD-owned buildings, outdoor sports facilities, pool area, courtyards, Dog Park, equipment, children’s playground, parking lots, fishing lake, parks, RV storage area, and adjacent RCDD property.
- D. **Full Members** shall refer collectively to Residents, Lessees, Non-Resident Full Fee Payers, and Resident Household Members.
- E. **Guest.** A guest is a visitor hosted by a Full Member.
- F. **Host** is a Resident, Lessee or Full Fee Payer, who invites a person to use the Facilities.
- G. **Household Members.** Persons permanently residing at the Full Member’s property.
- H. **Lessee** is a person who is formally, in writing leasing Riverwood residential property from the owner of that property, and is registered with the RCA management office.
- I. **Non-Resident Full Fee Payer** is a Non-Resident who desires to use all of the Facilities and pays the full user fee(s).



- J. Non-Resident Limited Fee Payer** is a Non-Resident who desires to use the Croquet or Tennis Facilities and pays the limited user fee(s).
- K. Non-Resident USTA Fee Payer** is a Non-Resident who desires to participate on a Riverwood team during United States Tennis Association (“USTA”) League Play.
- L. Resident** is a Riverwood residential property owner.
- M. RCA** shall mean the Riverwood Community Association.
- N. RCDD** shall mean the Riverwood Community Development District.
- O. Team** is a group of individuals who have organized together to play a sport (such as tennis, croquet or bocce ball) or some other activity (such as bridge, or chess).

**Section 5.3 Rights and Privileges.** The rights and privileges granted herein are subject to the Rules of the RCDD. Full Members, Limited Fee Payers and Guests shall comply with all RCDD Rules and Operating Procedures. Failure to do so may result in loss of the right and privilege to use the Facilities.

**Section 5.4 Full Members Use of Facilities.** Full Members shall have the right to use the Facilities and may invite Guests to use the Facilities subject to the provisions contained in these Rules. Full Members are responsible for Household Members and Guests while they are using the Facilities.

**Section 5.5 Registered Lessees.** Prior to a Lessee taking possession of a Resident’s property of using the Facilities, the Resident must complete an RCA Lease Notification Form and pay the lease processing fee. The Resident shall provide the Lessee with the RCDD Rules, RCA Covenants and RCA Policies. The Resident shall not have the right to use the Facilities during a Lessee’s occupancy of the Resident’s property. Lessee’s rights and privileges are not transferable.

**Section 5.6 Non-Resident Users.**

- A. Non-Resident Full Fee Payer.** A non-resident who desires to use all of the Facilities may do so upon payment of the Initiation Fee and the Annual Fee, as set forth herein.
- B. Non-Resident Limited Fee Payer.** A non-resident who desires to use the Tennis or Croquet Facilities only may do so upon payment of the Annual Fee, as set forth herein. Only two categories of limited user fees are offered, Croquet and Tennis. Limited Fee Payers do not have the privilege of inviting Guests to use the Facilities. The non-Resident Limited Fee entitles the fee payer to use the facilities as described herein, but does not guarantee the fee payer the privilege of playing on Riverwood teams. Limited Fee Payers are restricted to use of the Croquet or

Tennis Courts (whichever is applicable), restrooms, parking lot, Athletic Office, Croquet or Tennis viewing area(s), and may attend Croquet or Tennis meetings and their social functions at the Facilities.

- C. Non-Resident USTA Fee Payer. A Non-Resident USTA Fee Payer shall only participate in Riverwood USTA (United States Tennis Association) leagues. USTA leagues normally run for eight to ten weeks with one tennis match a week (only four or five home matches). This special fee would allow non-residents to join Riverwood USTA teams. Riverwood USTA teams shall be formed during non-peak times when many regular tennis members are not available. All USTA teams must be captained by a Riverwood resident and have a team membership of 50% or more of Full Members and/or Non Resident Limited Fee Payers. The USTA Fee Payer shall only have the right to use the tennis courts for one match and one practice a week during their eight to ten week leagues session. Non-Resident USTA Fee Payers may only play on two USTA teams per year. Matches and practices shall be scheduled after normal league play to avoid any disruption to Full Members.

**Section 5.7 Guests.** The Facilities are primarily for use by Full Members, but Full Members may invite Guests to use the Facilities. Guests shall not use the Facilities on a regular or frequent basis (no more than 7 days every 6 months) and such use shall be checked by the Activity Center Staff. Though a Host is not required to accompany Guests while they use the Facilities, Guest use of the Facilities when the Host is not in Riverwood is not to be a regular or frequent occurrence.

**Section 5.8 Riverwood Teams.** Only Full Members, USTA Fee Payers and Limited Fee Payers may participate on a Riverwood Team. Riverwood Teams shall annually register with the Activity Center Staff prior to inviting non-Riverwood Teams to play at Riverwood. Registration shall be granted provided the incoming non-Riverwood Team does not cause the particular Facility to be over-crowded and does not unduly deprive Full Members use of that Facility. Team registration may be withdrawn for the same reasons or other good cause. Except in dire circumstances, team registration will not be withdrawn once a season has begun.

**Section 5.9 Children.** For reasons of safety, liability, and/or legal compliance, when using the Facilities, Children under the age of 14 years, must be supervised at all times by an Adult who shall assume full responsibility for those children. The following restrictions apply to children:

- A. Fitness Room. Children under the age of 14 years are not permitted to be on or use Fitness Room equipment. Children age 14 through 17 may use the equipment if accompanied by an Adult.
- B. Pool and Spa. Children, under the age of 14 years, must be accompanied by an Adult in pool and spa area. Children, under the age of 14 years, are not permitted in Spa.

- C. Children's Playground. Individuals age 14 and older are not permitted to use the playground equipment. An Adult must accompany children under the age of 14 years.
- D. Dog Park. Children age 14 years and under must be accompanied by an Adult while in the Dog Park.
- E. Sports Facilities. Children age 14 and under may not be on or use Sports Facilities (tennis, croquet, volleyball, shuffleboard, basketball, bocce ball) without Adult supervision.

**Section 5.10 Parking.** The Activity Center building entrance areas must be kept clear to allow for emergency access. Vehicles including golf carts and bicycles must park in the parking lot or in designated areas. Parking on the portico or sidewalks is not permitted. Parking on the grass may be permitted at the discretion of the Activity Center Staff.

**Section 5.11 Business Services.** Fax, copies, and other business services are available for use by Full Members in accordance with the fee schedule. These services are available during normal office hours based on staff availability. The RNC, RCA, the RCDD and their committees shall not be required to pay for use of the copy machine.

**Section 5.12 Use of the Activity Center Campus Facilities.**

**A. General.**

1. The Activity Center Staff shall determine the occupancy limits of the Facilities and the limits shall not exceed those established by the Fire Marshall. The established limit for chairs only is 345. The established limit for seating in chairs at tables is 285. If divided into rooms, each room has seating limits established by the Fire Marshall. Check with the Activity Center office if you need these seating limits.
2. Only Full Members may reserve the Facilities and reservations/arrangements must be made with the Activity Center Staff. Limited Fee Payers may only reserve the tennis or croquet courts.
3. Activity Center Staff and their families may only use the Facilities with the prior written approval of the RCDD Board.
4. Instructors must register with the Activity Center Staff who must approve instructional fees, if any, which are payable directly to the instructor. The Activity Center Staff will obtain credentials, certification and insurances from vendors, instructors, and others, when applicable.
5. Bikes, trikes, golf carts, motorized vehicles, rollerblades, skateboards, and similar devices, are not permitted inside the Activity Center buildings, courtyard, and pool area, or within the playing area of any sports facility. Bike racks are provided for bicycles. Golf carts and motorized bikes and vehicles must park in the parking lot. Golf carts are allowed to drive from Willow Bend directly to the Dog Park entrance.

**B. Scheduling-Process.**

1. To reserve a Facility, a Usage Request Form must be completed and submitted to the Activity Center Staff.
2. Resources will be allotted by the Activity Center Staff based on facility availability, priority groups, date of submission, number of anticipated participants, nature of the activity and setup requirements.
3. The Activity Center Staff will resolve scheduling conflicts and may change, re-schedule or cancel activities and may re-assign facility resources to accommodate special meetings and additional users.
4. All Usage Request Forms must be submitted by May 1<sup>st</sup> to be considered for the following season. If the Usage Request Form is received after the May 1 deadline, the event must select a date open on the calendar.

**C. Campus Facilities**

1. Tennis
  - a. Hours. Court hours are set by the Activity Center Staff. During inclement weather, residents should check the *Reserve My Court* website to determine if the courts are playable.
  - b. Scheduling. Court reservations are strongly recommended for open play between the hours of 8 AM and 1 PM. Singles players may reserve the courts for 1 hour and doubles players for 1 1/2 hours. Names of all players must be given at the time of a reservation. Reservations may be made up to 6 days in advance and will be granted on a 1<sup>st</sup> come, 1<sup>st</sup> served basis. In season (October to April), every effort will be made to reserve one court each morning for open play. The other courts are reserved for league practice and league play. Players may continue past their reserved time if no one is waiting for the court. Scheduling courts can be accomplished by accessing the *Reserve My Court* website.
  - c. Attire. Approved tennis shoes are required. Men must wear athletic shirts with sleeves. Women may wear sleeveless tops if they are classified as tennis clothing. T-shirts may be worn from May 1<sup>st</sup> to October 1<sup>st</sup> (no inappropriate graphics or language). Bathing suits, halter-tops or jean type clothing is not permitted.
  - d. Court Maintenance. When play is completed, players shall groom the court and brush lines to restore the court to good playing condition for the next group. If not familiar with grooming equipment or the operation of court lighting for night play, contact the Tennis Director for assistance. Hang court grooming mats and line sweeps on the fences to prevent damage to the equipment.
2. Bocce. Courts may be reserved with the Activity Center Staff.
3. Croquet. Courts may be reserved with the Activity Center Staff. Soft-soled shoes or sneakers are required at all times. Players must set up the court prior to play and the last scheduled players must break it down after completing play.
4. Fitness Room.
  - a. All fitness equipment is used at the users' own risk. Proper workout attire and athletic shoes are required. Food and beverages (other than water in a plastic container) are not permitted in the room.
  - b. Users must bring their own towel(s). Equipment should be cleaned

after use. All mobile equipment and free weights should be returned to their original position, and fans and television turned off after use. Equipment may not be removed from the fitness room at any time. Due to ADA requirements Fitness equipment cannot be moved within the Fitness Room.

- c. Maximum time on cardio equipment is 30 minutes if others are waiting.
  - d. The Fitness Room hours are posted.
5. Library and Computer.
- a. Library. Books are on an honor system. Newspapers and/or magazines are not to be removed from the library.
  - b. Computer. An unsecured Wi-Fi connection is available at the Activity Center Campus. The connection is "Riverwood Residents".
6. Swimming Pool, Spa and Patio.
- a. No Life Guard is on duty; users swim at their own risk. Pool Capacity is 56 persons. Pool and spa hours are posted.
  - b. Food or drink is not permitted within 10 feet of the pool. Glass is not permitted inside the fenced area. Radios played at low volume only are permitted. No smoking is permitted in the pool, spa or Tiki Bar areas.
  - c. Play equipment such as large floats or rafts is not allowed.
  - d. Users must shower before entering pool or spa. Use of oils, body lotions, soaps, and minerals are prohibited.
  - e. Incontinent children and adults must wear waterproof pants and may not use the spa. Diapers should be changed in the pool restrooms and not disposed of in the restroom trashcans and must be taken off campus for disposal.
  - f. Towels should be placed on chairs/lounges in pool area prior to use. The pool area should be kept clean and all garbage properly disposed. Umbrellas should be lowered prior to leaving pool area.
  - g. Rest rooms/changing rooms along with a shower are located toward spa area of pool. These facilities should be used in the pool area only and not in the Activity Center building. Proper cover-up attire and foot covering are required to enter Activity Center buildings from the pool areas.
7. Dog Park.
- a. The Dog Park is only for use by Full Members and their Guests and subject to additional requirements provided herein.
  - b. Dog Owners desiring to use the Dog Park must:
    - Sign the Release, Waiver of Liability Form,
    - Pay the annual fees listed in Section 5.21; Dog Park fees are due annually on January 1.
    - Provide proof of a current rabies vaccination by displaying a County Rabies Tag or providing a current rabies vaccination certificate (Canadian residents).
  - c. A membership kit (including all forms and rules) is available in the RCA Office.
  - d. The RCDD, the RCA and the Activity Center Staff and their respective agents, employees and representatives shall not be held liable for any claims, demands and causes of action, loss, damage or injury to persons, dogs or property that may result while a Full Member or Member's Guest's dog(s) are on the Dog Park premises.
  - e. Dog Park Rules.

- Dogs must wear a current ROMP DOG PARK membership tag. This is received upon completion of forms and annual payment of dues.
- Dogs must be leashed entering and exiting the Dog Park.
- Owners must be present and in view of their dog(s) at all times.
- Air Horns or the like are not permitted in the Dog Park.
- The owner must pick up dog feces immediately. The dog litterbag must be taken home with the owner for disposal.
- Aggressive dogs are not allowed in the Dog Park.
- Dogs in heat are not allowed in the dog park during the posted social times.
- Sick dogs are not permitted in the Dog Park.
- People food is prohibited in the Dog Park.
- Smoking is not permitted in the Dog Park.
- Owners are responsible for their dog's actions at all times.
- Respect the "15 Minute" rule when posted on the gate. Wait for the member and dog to vacate the park.

**Section 5.13 Scheduling Priorities, Restrictions and Rules.** The Activities Director is responsible for Scheduling Events including setting priorities, restrictions and rules.

- A. Decoration guidelines must be followed. Guidelines may be obtained from the Activity Center Staff.
- B. Residents may not charge a fee to participants and guests at a Private Event.
- C. Alcoholic beverages are allowed if B.Y.O.B. (residents provide their own beverages). Otherwise, the consumption of Alcoholic Beverages may require the event sponsor and/or caterer to provide a liquor license and proof of liability insurance with the RCDD and RCA named as "Additional Insureds".

**Section 5.14 Event Logistics.** The following event logistics are the responsibility of the Activities Director and Activity Center Staff.

- A. Setup/Takedown. (See the fee schedule in Section 5.21)
- B. Custodial/Cleanup.  
✓
- C. Caterers.
- D. Determination of Damages. The event sponsor is responsible for and will be billed for damages to the Facilities or equipment.  
✓
- E. Payments. At the time of reservation, the event sponsor will pay for the following items that apply, setup/takedown and cleaning/damage deposit. The event sponsor will remit the final payment, if any, within seven days of receipt of a final

bill. If a damage deposit was paid, it will be refunded within two weeks after the event and will be reduced for damages and other fees not already paid.

**F. Security.**

✓

**G. Coordination of Events.**

**H. Contracts.**

**Section 5.15 Emergencies.** In case of an emergency, call 911 first and then Riverwood Security. Telephones for emergencies and local calls are located in the Fitness Room, in the pool area near the Tiki Bar, in the Heron Room and outside by the Tennis Office toward the bocce courts.

**Section 5.16 Tournaments.** Tournaments are not regularly scheduled at Riverwood. A tournament shall be considered a competitive event that does not include normal league or normal team play and involves Non-Residents as well as Residents and Fee Payers. Tournaments include sporting events and gaming events (such as bridge or chess.) For permission to hold a tournament of any kind, a detailed, written request must be submitted to and approved by the Activity Center Staff. Activity Center Staff shall not grant approval for any tournaments that would deprive Full Members of the use of the Facility.

**Section 5.17 Clubs and Associations.** Resident-formed clubs and associations, are neither part of nor sponsored by the RCDD or RCA, and shall be treated the same as any other group pursuant to these Rules. Clubs and associations do not have authority to supervise the Activity Center or RCDD or RCA Staff. The RCDD and RCA shall not provide assistance to clubs or associations by collecting monies on their behalf, billing, providing office supplies, copies, materials, or other financial assistance. Resident-formed clubs and associations shall govern themselves and shall not expect the RCDD, RCA or Activity Center Staff to become involved in such matters.

**Section 5.18 Hours of Operation.** The Activity Center Staff shall set the hours of operation of the Facilities and the scheduled hours of operation of each facility shall be posted on-site. The hours of operation are subject to change due to special events or unforeseen circumstances. Staff may not always be present when the Facilities are open.

**Section 5.19 Equipment.**

**A. Checkout of Equipment.** Sports equipment may be checked out from the Activity Center Staff by completing a form. Only Full Members and Limited Fee Payers are permitted to checkout equipment. Equipment must be returned by the day's end and is not to be removed from the Activity Center campus. The member checking out equipment will be charged for the repair or replacement if the equipment is damaged or lost. If equipment is wanted on weekends or after hours, it must be checked out on a Friday with the Activity Center Staff and returned on Monday.

- B. Furniture and Equipment. Furniture and equipment (such as TVs, tables, chairs, horseshoes, chess sets, and games) may not be rented or borrowed and are not to be removed from the Activity Center Campus.
- C. Cooking/Grilling. Cooking/grilling is prohibited on the Activity Center Campus. Warming Plates and Crock Pots are acceptable. With approval from the Activity Center Staff, gas grills may be used in specified areas of the campus. Contact the Activities Director for more information.

## **Section 5.20 General Provisions**

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

## **Section 5.21 Fee Schedule.**

- A. User Fees.
  - 1. User fees are due no later than January 1 of each year, cover the period January 1 through December 31, shall not be prorated for less than the full year, and once paid, shall not be refunded. However, proration will be permitted, providing the prorate share of the current year fees and the following year fees



are paid in a lump sum at the time of application. Florida taxes of 7% are charged on these fees.

2. In addition to the Annual Fee, Full Fee Payers shall pay a one-time, non-refundable initiation fee.
3. The following fees are currently in effect and do not include sales taxes:

<b><u>Full Fee Payers</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>
One time Initiation Fee	\$300	\$300
Annual Fee/Self & Household Members	\$2,300	\$2,400

**Limited Fee Payers: Annual Fee-Tennis & Croquet**

	<b><u>2017</u></b>	<b><u>2018</u></b>
Self	\$700	\$750
Self & Spouse	\$950	\$1,000

**USTA Fee Payers**

	<b><u>2017</u></b>	<b><u>2018</u></b>
USTA Fee Payers: Annual Fee Per Person/Per Team/Per Year	\$50	\$50

**B. Facility Fees**

Setup/Takedown:

\$50 if using one third of the building

\$100 if using more than one third of the building

Refundable Damage/Cleaning Deposit: \$250 per event

**C. Dog Park Fees**

<b><u>Dog Park Fees (Not Including Sales Tax)</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>
One Time Initiation Fee	\$100	\$100
Annual Fee per Family-2 Dog Limit	\$20	\$20

**Section 5.22 Enforcement.**

- A. General.** This section on enforcement applies only to the enforcement of the provisions of Sections 5, 6 and 7 of the RCDD Rules.
- B. Violations.** The Activity Center or Beach Club Staff, as appropriate, shall file a written incident report when it is determined that a violation of the RCDD Rules

has occurred. A written copy of the incident report will be timely provided to the RCDD Board.

C. Suspension. Infractions or violations of the RCDD Rules may result in a suspension of the right or privilege to use some or all of the Facilities.

D. Authority to Suspend.

1. The Activity Center or Beach Club Staff may suspend the right or privilege for an individual to use some or all of the Facilities or the Beach Club due to violation of applicable RCDD Rules. The Activity Center or Beach Club Staff may institute the suspension immediately, prior to the appeals process, depending on the nature of the violation, and shall report the incident to the RCDD Manager, as provided herein.
2. If the Activity Center or Beach Club Staff believes that an infraction or violation of the RCDD rules has occurred and suspends an individual's rights or privileges to use some or all of the Facilities or the Beach Club, the Activity Center or Beach Club Staff shall provide the individual with a detailed, written explanation of the reasons for the suspension and an explanation of the Appeal Procedures within 3 business days of the suspension. The Activity Center or Beach Club Staff shall also provide a written copy of any suspension to the RCDD Manager.

E. Appeal Procedure.

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

## **Section 6 RECREATIONAL VEHICLE PARKING AREA RULES**

**Section 6.1 General.** This section sets forth the rules and fees for the use of the Riverwood CDD Recreational Vehicle Parking Area (RCDD RV Parking Area), and is intended to supplement the provisions of Section 5.

### **Section 6.2 Usage**

- A. **Full Members.** The RCDD RV Parking Area is only for use by Full Members, and only pursuant to the terms provided in this Section 6.
- B. **Guests.** A limited number of parking spaces will be provided without charge for Guests of Full Members for up to two weeks. Prior to using this guest parking, a registration form must be completed and filed with the Activity Center Staff.

### **Section 6.3 Application and Renewal.**

- A. **Application.** An initial application form must be completed and the usage fee paid prior to using the RV parking area. The application form may be obtained at the RCA office. The form, documents, and fee may be submitted to the Activity Center Staff at the RCA Office. The Activity Center Staff will then forward to the Managing Agent for the RCDD.
- B. **Documents.** Current registration and insurance shall be maintained for all vehicles, boats, and trailers. Proof of same shall be required with the initial application and each annual renewal.
- C. **Annual Renewal.** A billing notice will be mailed by the Managing Agent of the RCDD to users on November 1 of each year and the payment, completed form and documentation shall be due no later than December 31.

**Section 6.4 Space Assignment.** All spaces are assigned by the designated RCDD Representative and are on a first come first served basis. The designated RCDD Representative will maintain a waiting list. The RCDD reserves the right to reassign space numbers and relocate vehicles, boats and trailers as needed.

**Section 6.5 Damage and Hold Harmless.** The RCDD, the Activity Center Staff, and their respective agents, employees and representatives, shall not be responsible or liable for any damage, theft, vandalism, accident, or other loss, arising from or in connection with the use of the RV parking area. By utilizing the RV Parking Area, such users agree to indemnify and hold the RCDD, the Activity Center Staff, and their respective agents, employees and representatives, harmless for any such acts.

### **Section 6.6 Restrictions.**

- A. No other items or equipment may be stored in the rented space except the designated vehicle, trailer or boat.
- B. All vehicles, trailers and boats must be maintained in a clean, safe and operable condition. Rusted or rotten units, flat tires, broken glass, etc. are not permitted.
- C. Electricity is available for charging batteries and the use of power tools while performing maintenance. No other uses are permitted.

**Section 6.7 Usage Fee.** The following annual usage fees shall be paid no later than December 31 for the next year and are not refundable. Should the usage commence after January 1, the Annual Fee required shall be prorated for the number of months remaining from the time of application through December of that year.

Annual usage fees for trailers, boats and vehicles other than RVs:

<u>VEHICLE</u>	<u>ANNUAL FEE</u>
Vehicle	\$125
Trailer w/boat 25 feet or longer	\$200
Trailer w/boat less than 25 feet	\$175
Trailers 15 feet or longer	\$175
Trailers less than 15 feet	\$125
RV's 30 feet or longer	\$225
RV's less than 30 feet	\$200
Any storage item not included in the above	\$175

**Section 6.8 Enforcement.** The provisions of this Section 6 shall be enforceable pursuant to the provisions of Section 5.22., and the Appeal Procedures provided therein. If the appeal is unsuccessful or if an appeal is not timely filed, the individual will have 14 calendar days from the date of notice of suspension or the date of the last appeal response by the RCDD, whichever is later, to remove the vehicle, trailer, or boat from the RCDD RV Parking Area. If it is not timely removed, the designated RCDD representative may apply a boot lock to the tire, have it removed at the expense of the individual or take any other lawful measures to obtain compliance. Should any amounts owed to the RCDD remain unpaid, should the RCDD incur any damages as a result of improper use of the RCDD RV Parking Area, or should the RCDD incur any costs in the enforcement of this Section 6, the District reserves the right to pursue any remedies it may have at law or equity, including the recovery of administrative costs, attorney's fees and court costs.

## **Section 7      BEACH CLUB RULES**

**Section 7.1    General.** This Chapter sets forth the rules and fees for the use of the Beach Club, and is intended to supplement the provisions of Chapter 5.

**Section 7.2    Membership.** Beach Club Membership shall be available to Full Members on a first come, first served basis, subject to the fees and provisions of this Chapter 7. The maximum number of Beach Club Memberships issued at any one time shall be 370, subject to the initial membership provisions of Section 7.2.1. The designated CDD representative shall maintain a waiting list, which shall only be utilized when Beach Club Membership falls below 370. Full Members wishing to join the waiting list shall pay the applicable Waiting List Fee provided in this Chapter 7, which fee shall be nonrefundable but shall be credited against the Processing Fee upon acceptance for membership. Beach Club Membership shall include all Household Members.

### **Section 7.2.1    Initial Membership During Transition**

Upon the District taking title to the Beach Club property and receiving the pro rata annual dues paid by the existing members for 2014, such existing members shall remain members of the Beach Club, subject to the fees and regulations provided herein, including the initial Processing Fee. Notwithstanding the membership cap provided in Section 7.2, Beach Club Membership shall be open to Full Members from August 19, 2014, through September 19, 2014. In addition, purchasers of property within Riverwood who entered into a purchase agreement prior to May 1, 2014, but who do not take title and become Full Members until after August 19, 2014, shall have 30 days from the date they take title within which to obtain a Beach Club Membership without regard to the membership cap. Following this initial open enrollment period, Beach Club Membership shall be subject to the membership cap and waiting list provisions of Section 7.2.

**Section 7.3    Usage.** The Beach Club shall only be used by Beach Club Members and guests who are accompanied by a Beach Club Member. A Beach Club Member may be accompanied by no more than 6 guests at any time. Beach Club Members shall at all times be responsible for the conduct of their guests. Beach Club Members who allow non-members to utilize their entry card may have their Beach Club Membership suspended.

**Section 7.4    Transfer.** A Beach Club Member who sells or leases their home may transfer the Beach Club Membership to the Lessee or purchaser, subject to applicable Processing Fee provided in this Chapter 7. In such cases, if the Beach Club Membership is not transferred to the purchaser or lessee, the Membership shall be terminated.

**Section 7.5    Events.** A Beach Club Member may reserve a designated portion of the Beach Club table area in advance, upon payment of the Event Fee provided in this Chapter 7. The guest limitations of Section 7.3 shall not apply to such events.

**Section 7.6    Beach Club Fees.** The following fees shall apply to use of the Beach Club. The Processing Fee shall apply to all new Beach Club Members, and Annual

Membership Fees shall be paid in advance prior to January 1<sup>st</sup>. Should Beach Club Membership commence after January 1<sup>st</sup>, the Annual Membership Fee shall be prorated based on the number of months remaining in the calendar year.

Annual Membership Fee	\$350.00
Waiting List Fee	\$50.00
Event Fee	\$100.00
Processing Fee	\$100.00

**Section 7.7 Enforcement.** The provisions of this Chapter 7 may be enforced in accordance with procedures described in Section 5.22.