

**MINUTES OF MEETING
RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

A Regular Meeting of the River Ridge Community Development District's Board of Supervisors was held on Tuesday, December 12, 2017 at 1:00 p.m., in the Sound Room at the River Club Conference Center (Second Floor of Fitness Center), 4784 Pelican Sound Boulevard, Estero, Florida 33928.

Present at the meeting were:

Bob Schultz	Chair
Terry Mountford	Vice Chair
James Gilman	Assistant Secretary
Larry Fiesel	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant Regional Manager
Tony Pires	District Counsel
Charlie Krebs (<i>via telephone</i>)	District Engineer
Jim Whitmore	PSGRC General Manager
Donald Jancin	Resident
Chris Ralston	Resident
Kurt Blumenthal	Resident
Gordon Brown	Resident
Marcy Holtz	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:00 p.m. Supervisors Schultz, Mountford, Gilman and Fiesel were present, in person. One seat was vacant.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items (5 minutes per speaker)

Mr. Donald Jancin, a resident, expressed disappointment that the Board had not reached a decision concerning who would pay for the storm damages. It impacts the Pelican Sound Golf & River Club (PSGRC), the Masters Association and homeowners who need final decisions in terms of who is accountable and responsible for paying the bills. Everything was waiting on the

District's decision and the process slowed down. While there was a severe storm in Florida, it did not seem right that, three months after the storm event, there was still no final decision. As a PSGRC member, he felt that The PSGRC was part of the District and should be going to an assessment and to the members in the community. In his opinion, it was a one-time event; therefore, the Board should be able to do it without making it a precedent for the future.

Mr. Schultz stated that the Board would have an answer today; this matter would be discussed during the Seventh Order of Business.

THIRD ORDER OF BUSINESS

Discussion/Consideration of Candidate to Fill Seat 3 Vacancy; Term Expires November, 2020

Mr. Adams stated that five letters of interest were received.

Mr. Schultz stated that, given that only one of the five candidates was present today he preferred to proceed and asked if any Board Members wanted to say anything.

Mr. Blumenthal, on his own initiative, excused himself from the meeting.

Mr. Schultz stated that all of the resumes were excellent. Discussion ensued regarding each candidate's experience and qualifications and the preference for the appointee to be a full-time Florida resident. Mr. Shultz would remind the remaining candidates, by way of a letter, that two other positions would become available in the fall.

The Board voted by ballot.

Mr. Adams stated that the result of the ballot vote was unanimous to appoint Mr. Kurt Blumenthal to Seat 3.

A. Administration of Oath of Office to Newly Elected Supervisor (*the following to be provided in a separate package*)

Mr. Adams, a Notary Public for the State of Florida, and duly authorized, administered the Oath of Office to Mr. Blumenthal. He provided and briefly explained the following:

- i. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- ii. Membership, Obligations and Responsibilities**
- iii. Financial Disclosure Forms**
 - **Form 1: Statement of Financial Interests**
 - **Form 1X: Amendment to Form 1, Statement of Financial Interests**

▪ **Form 1F: Final Statement of Financial Interests**

iv. Form 8B – Memorandum of Voting Conflict

As a Board Member, Mr. Blumenthal was entitled to receive compensation of \$200 per Board Meeting, with a maximum of \$4,800, per year. Form 1 must be completed and mailed to the Supervisor of Elections, within 30 days of today

Mr. Pires stated that there are penalties associated with violation of both the Sunshine Law and Public Records Law, which are criminally prosecutable. He explained to about the receipt of emails concerning District business, segregating personal emails from District business, social functions and the Sunshine Law.

B. Consideration of Resolution 2018-02, Electing Officers of the District

Mr. Adams stated that, as required after an election or appointment, the Board must reconsider its slate of officers. The Board could consider changing the slate at this time, or just add Mr. Blumenthal. Mr. Gilman nominated the existing slate of officers, with the addition of Mr. Blumenthal as Assistant Secretary. No other nominations were made. The slate of officers was as follows.

Chair	Robert Schultz
Vice Chair	Terry Mountford
Secretary	Chuck Adams
Treasurer	Craig Wrathell
Assistant Treasurer	Jeff Pinder
Assistant Secretary	Larry Fiesel
Assistant Secretary	James Gilman
Assistant Secretary	Kurt Blumenthal
Assistant Secretary	Craig Wrathell

On MOTION by Mr. Gilman and seconded by Mr. Fiesel, with all in favor, Resolution 2018-02, Electing Officers of the District, as nominated, with the addition of Mr. Kurt Blumenthal, as Assistant Secretary, was adopted.

Mr. Adams stated that the crosswalk and signage were installed for Pelican Sound Drive; it would take a couple more weeks for the lights to arrive and be installed, in early January. Also related to traffic calming, was the potential installation of a raised crosswalk, at the entrance across Southern Hills Drive.

Mr. Schultz stated that, when the news got out about that, the comments were not favorable so he advised Mr. Adams to not have the temporary speed bump installed until after the Board discussed it. Because of upset residents, Mr. Schultz suggested that Mr. Krebs evaluate the situation and provide a recommendation of how to improve the situation and avoid the speed bump, if possible. Mr. Krebs would perform an evaluation.

Discussion ensued regarding traffic through that location, hazards associated with bike riding, the landscaping and the line-of-sight issue and the berm being part of the problem.

FIFTH ORDER OF BUSINESS

Continued Discussion: Storm Water System Design and Recent Performance Areas of Potential Focus

Mr. Krebs stated that he sent a suggestion and the exhibits to Ms. Melissa Roberts, at South Florida Water Management District (SFWMD). Ms. Roberts would review Mr. Krebs' proposed action and prioritize it to determine what items the District can do without any permit modifications, what would be considered as a letter modification and what would require a full submittal. Mr. Krebs had not yet scheduled the meeting with Ms. Roberts and thought that a formal report, with a recommendation on which items to proceed with first, which required the least amount of effort, would not be completed until January.

SIXTH ORDER OF BUSINESS

Discussion: Participation in Lee County Flood Mitigation Efforts

Mr. Schultz referred to emails from the Village of Estero. Lee County was proactively involved in responding to the flooding issues across the entire County, including the Estero River. The bottom of the email from the Village stated: "How You Can Help". Since the District was entering into its own study, within the District, he wanted to keep in touch with the Village, let them know what the District was doing and find out if the District could be a participant in this, to help improve how water comes down the Estero River. Not that it was likely but there are grants for this study.

Mr. Adams stated that, at the Stoneybrook Community Development District (Stoneybrook CDD) meeting this morning, Village Mayor Jim Boesch gave an update on several items, including the Disaster Recovery Grant Reporting (DRGR) and the recent acquisition property. Mayor Boesch informed Mr. Adams that they were submitting a legislative bill for a \$3.5 million grant to put towards improvements to the drainage system within the Village boundaries, redirecting flow as far north as the San Carlos line. A good portion of that money would go towards cleaning out, widening and deepening the Estero River, in order to get more water flow. Mr. Krebs previously advised that there is a natural water body that conveys most of the local drainage off site. The need to widen, deepen and improve it was recognized. Mayor Boesch hoped that the bill would get through in the first or second quarter of 2018 and that funding would be received shortly thereafter. The engineering would begin then, followed by the actual improvements. What was being done in this particular case, which Mr. Adams did not fully understand, was that the SFWMD was being carved out of this, to a certain degree, and the Village was not pursuing the SFWMD for funding but going directly to the State for funding. He did not gather everything that Mayor Boesch said but guessed that it would be a better opportunity that funding would be received and they would be able to move forward timely with the improvements, versus getting on the SFWMD's list, with its finite amount of funding.

Mr. Schultz requested that, in order to start communications and a dialog with the County regarding the studies, Mr. Adams and Mr. Krebs summarize their observations in the District, around the time of the storm events.

Mr. Adams stated that the County is part of the program with the Village and going to the State. He would do what was requested and share that data and thought the information that Mr. Krebs shared in October, would be a good start. Mr. Krebs would reach out to the people in his office to determine who is working on the Estero River.

SEVENTH ORDER OF BUSINESS**Continued Discussion: Street Trees
Within District Easements and Right-of-
Ways**

Mr. Schultz agreed that the District did not respond collectively and fast enough. In 2015, the Board made a decision that amended the Maintenance Agreement between the PSGRC and the District, to basically say that the landscaping and vegetation, adjacent to the District Right-Of-Way (ROW), was a PSGRC responsibility, under this Maintenance Agreement; it

includes trees, landscaping and vegetation. That Amendment was overlooked and, had it been brought forth earlier, the situation and the question of who is responsible for the trees could have been resolved. How the PSGRC handles it and who is responsible for it, is between The PSGRC and the Association. Regarding the District, the Amendment and the Maintenance Agreement, he believed that the District only reserves but cannot delegate its responsibility for ensuring that the District's property is in a safe and non-hazardous condition. That is the only thing that the District reserves. It was his opinion that the District did not need to be involved in permitting to remove or plant trees. He thought that the Amendment was lost in the signature circuit three years ago, which was the Board's fault; the Board was taking responsibility.

A Board Member stated that the PSGRC took care of the Common Areas and all the trees in the Common Areas; stumps were cut down and whatever needed to be done, with regard to the storm event.

Mr. Whitmore discussed the Maintenance Agreement with Mr. Schultz at a meeting last night. They knew what the intent was but more than \$70,000 to \$80,000, per year, was budgeted just for irrigation repairs. That did not include all the other things; all that money was needed in the budget every year, let alone for storm events and damages. The neighborhood debris piled up on the streets was removed by the PSGRC.

Mr. Schultz stated that the Maintenance Agreement was put into place nearly 20 years ago, when everything was new and there were no issues. The District was approaching the age wherein more and more issues arise and repairs become more expensive, since they are no longer simple fixes. The Maintenance Agreement referred to having \$50,000 in aggregate; a financing arrangement between the PSGRC and the District, as to what happens along the way, would probably be necessary. Mr. Whitmore would get a better handle on the costs that fall under this category.

Mr. Whitmore stated that the golf course has a full-time irrigation person, which is not billed to anyone. The hard costs, such as, replacing sprinkler heads and replacing pipes goes into the irrigation maintenance expense. The golf course expense is \$60,000 to \$70,000 a year alone; \$40,000 is spent on the community, which was budgeted. Technically, he did not know if that was part of the Maintenance Agreement.

Mr. Adams thought that, in the spirit and intent of the \$50,000 aggregate, a one-time event would trigger a dialog between the two entities as to who was best suited to address that event, from a financial perspective; it did not automatically say that the District would take it

over. The Association is managing aging infrastructure, through the Maintenance Agreement, and it is time to get into reinvestment mode. The roads were just completed, which were a bit different, since other liabilities were identified that the District did not want to pass onto the Association; therefore, the CDD took back some of the monitoring, evaluating and remediation work. The District must start to look at certain things and plan for a longer term.

Discussion ensued regarding the meeting between Mr. Whitmore and Mr. Schultz and its summary, the PSGRC's concern for the main lines and joints, using inexpensive PVC pipes, unforeseen events, building surplus fund balance and recreating Fiscal Year 2017 logs and maintaining exact logs in Fiscal Year 2018.

Mr. Ralston discussed the Maintenance Agreement, easements, ROWs and the ownership of the same. In terms of what he heard before, the District owned the trees but, because of language in the Declaration of Pelican Sound, the owners were responsible for driveways. Other language he heard from was that sidewalks were located within the ROWs and the District was responsible for sidewalks.

Mr. Adams stated that the District was responsible for concrete sidewalks, not driveways.

Mr. Ralston was trying to discern ownership responsibility and obtain information as they go into the second phase and to determine if it makes sense, in terms of the Maintenance Agreement. The bottom line was that it was all the same payer; either the owner is paying taxes or assessments, through the PSGRC. Ultimately, all the money, other than the Meadows, residents were all paying for, as property owners. If the PSGRC would take over maintenance and decisions about that and the \$50,000 aggregate and, if it was more than that amount for excess costs, the PSGRC could go back to the District, which again meant residents, as taxpayers.

Discussion ensued regarding:

- Ownership
- The PSGRC's responsibilities and the District's responsibilities
- Permits for trees, placement and removal of trees and the adverse effects
- Lee County Utilities issues and trying to limit future problems
- The 1st and 2nd Amendment, regarding ROWs
- Engaging in activities in the ROWs, such as trees
- Tree deviation by the County to be planted in the ROWs (landscape easement)
- Buffer areas versus ROWs and easements

- Perimeter buffers not allowed in an easement
- Relocating the Florida Power & Light (FPL) Easement in the golf course to the west side
- Buffer requirements
- Planting within the easements
- Language regarding buffers
- Section 10-317 language “requiring that no portion of a buffer area, that consists of trees or shrubs, may be located in an easement to allow planted buffers”
- Section 10-317 stating the Code therein is a requirement but the border as a request to deviation is approved, with the condition that any required buffer or landscape, scapestrip vegetation planted within the easement is removed then the property owner must replace that planting with like size species at no cost to the Developer. The code says you should not but in the event one takes it out, it has to be replaced. The way others read it, that Code has to do with easements
- ROWs when this project was developed and there were no easements, just ROWs
- Obtaining deviations from County Codes for buffer plantings,

Mr. Ralston stated that the Board claims they do not know how the trees got there or if the trees were there at the time of transfer. For argument sake, he would accept everything Mr. Krebs and Mr. Whitmore said, that the deviation had to do with the FPL line and not with planting of shrubs or trees.

Discussion ensued regarding knowingly accepting the trees, Development Orders (DO), trees not being in the correct locations, seeking permission to touch the trees in the ROWs and the Board determining that notification was needed only for trees.

Ms. Marcy Holtz, a resident, stated that when she lived in Oak Run and saw the trees get planted. A truck came through with a pile of trees and went in and out and all the way down. Somebody came in behind them with a shovel and planted the trees. She assumed this was the process used and that is why the trees are there. Most of the trees are located in single-family communities and are generally right on the lot line where the multi-families are involved. She did not have pictures but that was what happened in Oak Run.

A Board Member stated that a standardized letter regarding the trees would be drafted.

Mr. Donald Jancin, a resident, stated that, particularly with homeowners, it stated that the Association was responsible for maintaining what is in the easement.

In response to Mr. Jancin, Mr. Adams stated that, if a tree was across the road, it did not matter who owns it; it would be a District road and that tree must be cut off the road.

In response to Mr. Jancin's question, Mr. Adams replied that, regarding trees physically in the street, the PSGRC, as an agent through the Maintenance Agreement, would remove the tree, since they are managing the road system internally; short of what the District has been doing, in terms of capital improvements and monitoring sidewalks for trip hazards.

In response to a Board Member's question, Mr. Adams replied that, if there were 100 trees that needed to be removed and the PSGRC needed additional money to remove them, the PSGRC should contact him or Mr. Whitmore.

In response to a Board Member's question regarding removal of trees that pose safety hazards, Mr. Adams replied that the Association cannot be reimbursed. A notification should go to the street owner that there is a tree in the road that needs to be removed. If a party takes it upon themselves to remove, it does not put them in a position to be reimbursed, particularly a governmental entity. The stump goes to the ownership of the tree and it depends where the tree is located. In general, the discussion is that the District owns the roadway tract, the ROW and some improvements within that roadway tract, such as the road, sidewalk and, perhaps, some drainage. It does not mean because the District owns the roadway tract that it owns everything that is within that roadway track. The trees did not come with the roadway for District ownership.

A Board Member stated that, regarding Mr. Jancin's question, he thought he heard Mr. Adams say that the stumps along the road, even if they are in the ROW, the homeowner, according to the Covenants of Pelican Sound, would be responsible for removal on that side.

Mr. Adams replied that he would not try and answer that.

The Board Member stated that was the kind of clarification that needs to get out.

Mr. Adams stated Mr. Schultz had started this conversation and the fact that it has been determined that the District does not have ownership, the Association, meaning the PSGRC, may have some responsibility or there may be a neighborhood Association responsibility but that is between the two Associations; the District is not in the middle of that in those particular cases. There are other areas wherein the District has a responsibility and relies on the PSGRC to manage those for the District.

Mr. Jancin stated that, from what Mr. Mountford said, he understood what Mr. Adams said about the District where the maintenance goes to the PSGRC but, in the process of

completing work, the Masters was trying to help with safety issues but it had to do with the road. That bill really should have been presented to the PSGRC and not to the Masters.

Mr. Adams stated that the communications should come to the entity to deal with it; not for one to spend money on behalf of the other entity. From a governmental perspective, it gets more sensitive, since the District is dealing with public funds.

Mr. Adams stated that Staff would draft the memorandum and prepare Resolutions to memorialize it.

Mr. Schultz stated that documents, such as the Maintenance Agreement and its Amendment, were difficult for him to locate. When he found it, one of the pages was missing and it was unsigned. He thought there should be one designated place for documents and recommended that important documents, such as decisions, etc., be put on the District's website.

Mr. Adams agreed and confirmed that those items could be posted on the website.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of October 31, 2017

Mr. Adams presented the Unaudited Financial Statements as of October 31, 2017.

NINTH ORDER OF BUSINESS

Approval of November 14, 2017 Regular Meeting Minutes

Mr. Adams presented the November 14, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were provided by Mr. Pires, in writing, and verbal changes by the Board as follows:

Line 25 and throughout: Change "Rolston" to "Ralston"

Line 79: Delete "scope of work for the"

Line 192: Change "Robbins" to "Robson" "Mr. Krebs" to "Mr. McDowell"

Line 198: Change "Memorandum of Understanding" to "Memorandum"

Lines 201 through 202: Change "Memorandum of Understanding (MOU)" to "Memorandum."

Line 208: Delete "bearing"

Line 209: Change "valves and" to "valve"

Line 213: Change "utilities" to "utility easements"

Line 223: Insert "easement or" after public utilities

- Line 273: Change “among” to “upon”
- Line 275: Change “driveway and” to “driveway,”
- Line 276: Delete “as it”
- Line 280: Insert “into” after “encroaching”
- Line 282: Delete “of”
- Line 292: Change “benefited by” to “benefited or”
- Line 313: Change “Hans” to “Thomas”
- Line 316: Change “walls” to “balls”
- Line 336: Change “site” to “sight”
- Line 353: Change “wall” to “ball”
- Line 368: Change “Marci” to “Marcy”
- Line 383: Change “Hills Landscaping Plans.” to “Hills Development Order.”

On MOTION by Mr. Schultz and seconded by Mr. Gilman, with all in favor, the November 14, 2017 Regular Meeting Minutes, as amended, were approved.

A. Action/Agenda Items

Items 11 and 12 were removed.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Mr. Pires stated that, with regard to the sidewalks on the south side of Pelican Sound Drive, he and Mr. Krebs retrieved the Development Orders (DO) for the area, the Paradise Shops of Estero plat. Per the DO for that platted area, the current concrete sidewalk appears to be entirely within the property lines of The Paradise Shops of Estero. North of that, to connect to the sidewalk appears to be within the District’s ROW. The concrete sidewalk is not on District property at all.

Mr. Krebs stated that, in order to do any work they would have to be a co-applicant with the Village.

Discussion ensued.

B. District Engineer

Mr. Mountford stated that he thought he had received something for the District Engineer for the PSGRC. There is a file recordation of the Conservation Easement.

Discussion ensued regarding writing an article for the next newsletter and providing contact names and phone numbers depending on the issue. Mr. Schultz stated that Mr. Adams would work on the annual letter. Phone numbers should be provided for those types of issues in the newsletter. Mr. Adams replied that he had received a list of suggestions from Mr. Schultz and he had plenty of information.

C. District Manager

Mrs. Adams reported that the Landscape contractor would prune all the Palms and hardwood trees the week of the 18th. Installation of mulch was completed and the center median lights were repaired by Bentley Electric.

i. Annual Key Activities

The 2017 Key Activity Dates Report was provided for informational purposes.

ii. NEXT MEETING DATE: January 23, 2018 at 1:00 P.M.

Mr. Adams stated that the next meeting will be held on January 23, 2018 at 1:00 p.m., at this location.

ELEVENTH ORDER OF BUSINESS

**Supervisors' Requests and Public
Comments (5 minutes per speaker)**

Mr. Schultz stated that the dry retention area had shrub oaks that were half blown over. Mrs. Adams would have staff stake or remove the trees.

A Board Member stated that the area was pretty wet.

Mr. Schultz stated that the flow way under the bridge was cleaned out last year but it looks like debris has fallen into the flow way again. Mr. Adams would inspect it.

Mr. Schultz stated that there were leaves over the drain near his driveway and he wanted to know if street sweeping stopped. Mr. Adams replied that the street sweepers were out last week and come every two weeks. Mrs. Adams stated that the street sweepers will come every week, starting in January.

Mr. Schultz asked if the uprights were repaired. Mrs. Adams received an email from Bentley Electric indicating that they were repaired. Mr. Schultz will review and advise Mrs. Adams.

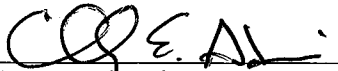
TWELFTH ORDER OF BUSINESS


Adjournment

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Fiesel and seconded by Mr. Blumenthal,
with all in favor, the meeting adjourned at 2:53 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair