

RIVER RIDGE

COMMUNITY DEVELOPMENT DISTRICT

June 22, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

River Ridge Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone (561) 571-0010•Fax (561) 571-0013•Toll-free: (877) 276-0889

June 15, 2021

Board of Supervisors
River Ridge Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the River Ridge Community Development District will hold a Regular Meeting on June 22, 2021 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 and via Zoom at <https://us02web.zoom.us/j/88149819964>, Meeting ID: **881 4981 9964** or telephonically at **1-929-205-6099**, Meeting ID **881 4981 9964**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items (*5 minutes per speaker*)
3. Updates: SOLitude Lake Management
 - Status of Lake H1-B
4. Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2020, Prepared by Grau & Associates
5. Consideration of Resolution 2021-08, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2020
6. Presentation/Consideration: Synovus Bank Term Letter – Operational and Maintenance Assessment Revenue Bonds, Series 2021 (\$500,000 Working Line of Credit)
7. Continued Discussion: FY2022 Proposed Budget
8. Discussion/Consideration: Dry Detention RFP
 - A. Bid Analysis
 - B. Respondents
 - I. EarthBalance
 - II. SOLitude Lake Management, LLC, Services

- 9. Acceptance of Unaudited Financial Statements as of May 31, 2021
- 10. Consideration of May 25, 2021 Regular Meeting Minutes
 - Active Action and Agenda Items
- 11. Staff Reports
 - A. District Counsel: *Woodward Pires & Lombardo, P.A.*
 - B. District Engineer: *Hole Montes, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. Key Activity Dates
 - II. NEXT MEETING DATE: July 27, 2021 at 1:00 P.M.

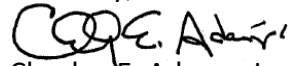
- QUORUM CHECK

James (Jim) Gilman	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bob Schultz	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Kurt Blumenthal	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Terry Mountford	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bob Twombly	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 12. Supervisors' Requests and Public Comments (*5 minutes per speaker*)
- 13. Adjournment

Please feel free to contact me directly at 239-464-7114 with any questions and/or concerns.

Sincerely,



Chesley E. Adams, Jr.
District Manager

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

3

Debbie Tudor

From: Bill Kurth <bkurth@solitudelake.com>
Sent: Tuesday, June 15, 2021 1:41 PM
To: Cleo Adams
Cc: Debbie Tudor
Subject: Re: FW: H1B Update

Cleo,

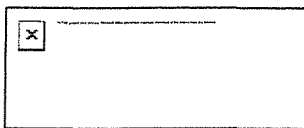
Since there is a lot of detail in the update already provided, I will only add the following update that is more current:

We have continued to treat the algae aggressively in lake H1B. Two weeks ago we treated only large floating mats that were noticed a week following the treatment prescribed by the Sepro Corporation algae scientist. Then, last week we did the second application to both sides of the lake. Each time following these very aggressive treatments, it was reported that there were a few dead fish. We did not anticipate that because risk of fish kill is typically due to low oxygen, but that is not typically an issue with a heavily aerated lake. The major difference we see is that in addition to the significant decrease in algae on the surface, it seems for the first time in quite some time that there was significant control of the algae on the bottom. We are very optimistic that we have turned a corner.

We had discussed the utilization of phoslock to trap the phosphorus in the sediment to hopefully slow or stop the growth, but the amount of material necessary would make that a significant investment. We can't keep spraying such aggressive algae treatments without impacting the health of the lake eventually. A lot of steps have already been taken on lake H1B, but one more may need to be considered. I will go over pricing options with the board at the next meeting.

This week's treatment will be for grasses and submersed weeds that are exposed on the banks to prepare for when the water levels rise. Algae treatments will resume next week.

Bill Kurth
District Manager



O: 866-480-5253 M: 239-707-4899



solitudelakemanagement.com

River Ridge CDD

Phosphorus Jar test

Sample date: 4/9/2021

Report date: 4/15/2021

Produced by:

Ryan Ebanks, Laboratory Scientist

Ean Sims, Field Biologist



Report Site #H1B 2

Aquatic Glossary 3

SOLITUDE
LAKE MANAGEMENT

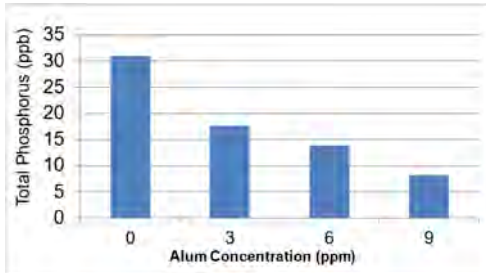
888.480.LAKE (5253)

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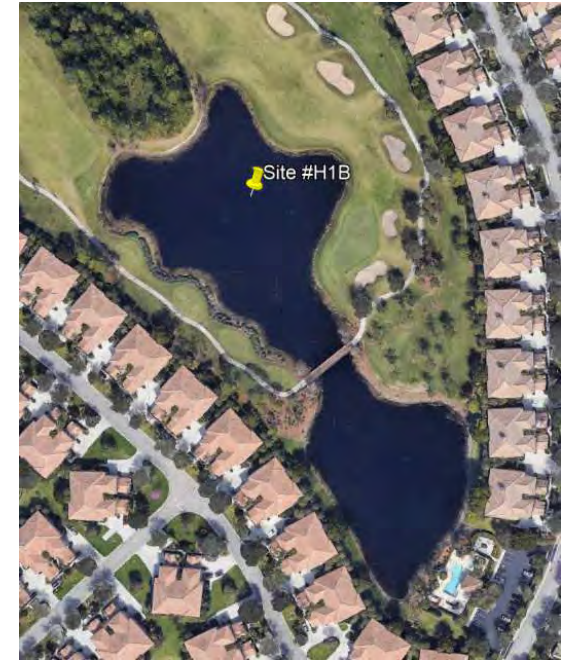
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Water testing was performed in order to determine the safest and most effective rate for Alum.

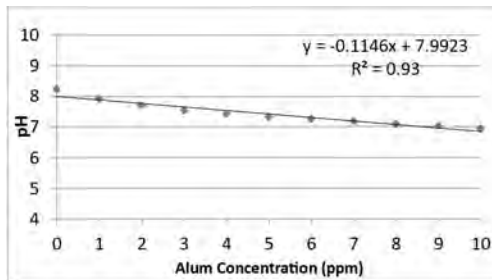
Phosphorus Jar Test: Desired range is <30 ppb, Action level is >100ppb



Alum Concentration (ppm)	Total Phosphorus (ppb)
0	31
3	18
6	14
9	8



pH Titration: Dosing Limitations



In order to protect aquatic life, it is recommended that pH levels do not drop below 6.0. It is also recommended that pH levels are not altered by more than one pH unit. **It is recommended that Alum dosage does not exceed 10 ppm at any one time since pH levels drop too low.**

Measured Alkalinity: 214 mg/L

Alkalinity is the measure of the buffering capacity of the lake. Lakes with low alkalinity (values below 80 mg/L) are susceptible to drastic pH swings.

Recommendations

Based on test results, the following is recommended:

- Alum Treatment Dose: 9 ppm as aluminum
- Follow-up Total Phosphorus testing 1 week after sampling
- Other

Due to external factors not accounted for in lab tests, phosphorus reduction rates in the field may be lower or higher than are estimated by lab results. Additional Alum treatments may be required if target is not reached with the scheduled applications.

Trophic State Index (TSI)		
<p>A Trophic State Index (TSI) provides a single quantitative result for the purpose of classifying and ranking lakes in terms of water quality.</p> <p>Nutrients such as phosphorus are usually the limiting resource for algae and plant abundance and therefore are used in creating a TSI reference number. Generally, the higher the lakes TSI the greater the likelihood of elevated nutrient levels, increased algae problems and decreased water clarity.</p> <p>Due to the dynamic nature of Florida's geology and differing climate zones, regional locations may differ slightly in what is considered a healthy water quality profile.</p>		
TSI Values	Trophic Status	Attributes
30-40	Oligotrophic	Clear water, few plants and algae, small bass
40-50	Mesotrophic	Water moderately clear, but increasing probability of anoxia, green algae are likely dominant, balanced fishery with medium sized bass
50-60	Eutrophic	Decreased transparency, occasional light algal blooms, lots of available food making for large bass
60-70	Eutrophic	Dominance of blue-green algae, algal scums possible, extensive macrophyte problems possible, higher probability of anoxia, fishery starting to decline
70-80	Hypereutrophic	Dominance of blue-green algae, frequent algal scums, higher probability of anoxia, stunted fishery
>80	Hypereutrophic	Algal scums, higher probability of anoxia, fish kills, few macrophytes, very poor water clarity

More information on data sources available upon request.

Secchi depth

A mechanical test to judge water clarity, accomplished by lowering a black and white disk into the water and recording the point at which it can no longer be seen.

- Higher values indicate greater water clarity.
- Nutrient rich lakes tend to have Secchi depths less than 9 feet and highly enriched sites less than 3 feet.

Nutrient Tested	Desired Range	Action Level	Issues with high levels	Likely causes of high levels
Total Phosphorus	< 30 ppb	> 100 ppb	>100 ppb can unbalance the ecosystem	Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, phosphorus laden bottom sediments
Total Nitrogen	< 1200 ppb	>2000 ppb	>1200 ppb can unbalance the ecosystem	Landscape fertilizer runoff
Ammonia	< 100 ppb	>250 ppb	>500 ppb can be toxic to fish and animals	Organic decomposition, landscape/fertilizer runoff, and anoxic conditions (low oxygen)
Nutrient Thresholds				
<p>The desired range is the threshold value recommended for freshwaters in order maintain a balanced ecosystem.</p> <p>If nutrients are measured above the action level, it is likely that the nutrient levels may have a detrimental effect on aquatic life and long-term lake health. Action needs to be taken at this point to maintain a healthy ecosystem. Nutrients above the action level will require more maintenance.</p>				
TN/TP Ratio				
<p>The TN/TP ratio can provide a useful clue as to the relative importance of nitrogen or phosphorus toward the abundance of algae in a waterbody.</p> <p>In general, the lower the TN/TP ratio the more cyanobacteria bacteria will be present (i.e., Microcystis) and the higher the TN/TP ratio the more desirable green algae will be present. Studies done on TN/TP ratios have found good agreement in predicting the type of algae present (Schindler et al., 2008; Yoshimasa Amano et al., 2008).</p>				

Dissolved Oxygen

The most critical indicator of a lake's health and water quality.

- Oxygen is added to aquatic ecosystems by aquatic plants and algae through photosynthesis and by diffusion at the water's surface and atmosphere interface.
- Oxygen is required for fast oxidation of organic wastes including bottom muck.
- When the oxygen is used up in the bottom of the lake, anaerobic bacteria continue to breakdown organic materials, creating toxic gasses such as hydrogen sulfide.
- For a healthy game-fish population, oxygen levels should not go below 4.0 ppb

River Ridge CDD

Coring, Premium Waterbody Assessment and Sediment Organic Matter

Sample date: 5/4/2021

Report date: 5/10/2021

Produced by:

Ryan Ebanks, Laboratory Scientist

Ean Sims, Field Biologist



Report Site #H1B 2-5

Aquatic Glossary 6

SOLITUDE
LAKE MANAGEMENT

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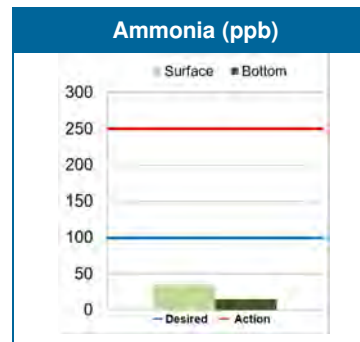
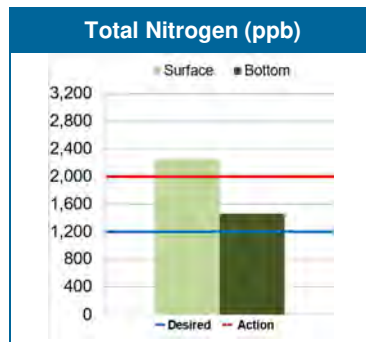
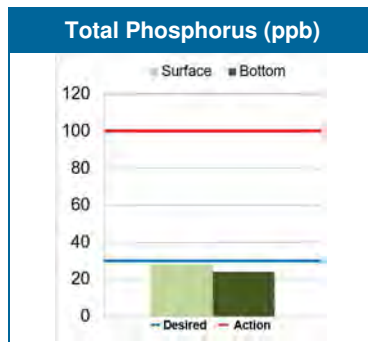
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Premium Waterbody Assessment: River Ridge CDD, Site #H1B

Date: 5/4/2021

Site Readings					
Test	Desired Range	Action Level	Surface	Bottom	This lake is:
Nutrients - Total Phosphorus	< 30 ppb	> 100 ppb	28	24	Normal
Nutrients - Total Nitrogen	< 1200 ppb	>2000 ppb	2,246	1,459	High*
Nutrients - Ammonia	< 100 ppb	>250 ppb	35	15	Normal
Alkalinity	>80 ppm	N/A	145		Normal
pH Reading	Min. 6.5	Max 8.5	9.7	9.8	High*
Water Clarity - Secchi Depth	≥ 4 Feet	N/A	3.17		Low*



Physical Lake Information

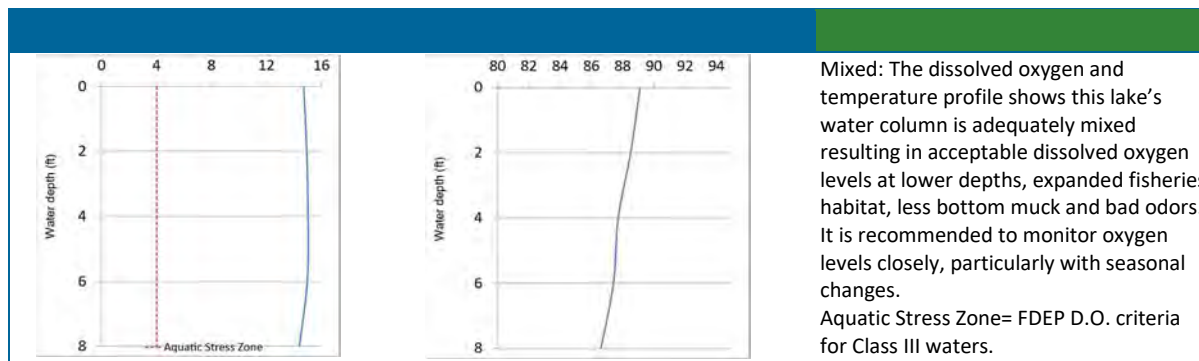
Measured	Calculated Approximation
Perimeter Feet: 2,458	Gallons: 8,851,161
Surface Acres: 4.28	Acre Feet: 27.16
Average Depth: 10	

The TN/TP Ratio is: 71.25

When the TN/TP ratio is < 75, the chances of having toxin producing cyanobacterial blooms (blue-green algae) as plankton or filamentous mats increase. Water column phosphorus needs to be reduced to promote more desirable algal groups.

The trophic lake health index is: 55

Eutrophic lakes have a TSI of 41-100 and usually have intermittent plankton algae blooms, fair water clarity, muck accumulation, occasional odor, moderate dissolved oxygen levels, dense submersed plant growth and algae mats.



Water quality analysis suggests that this site is experiencing elevated nitrogen levels.

Elevated nitrogen may be due to fertilizer runoff, decaying plant material, or low oxygen levels at the bottom of the water column.

- ### Recommendations for This Lake
- Nitrogen reduction
 - Watershed Management
 - On-going water quality monitoring

Algae Identification

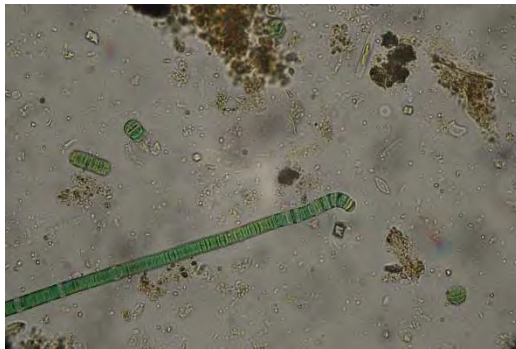


Figure 1. Microscopic image at 400X magnification of *Lyngbya sp.*

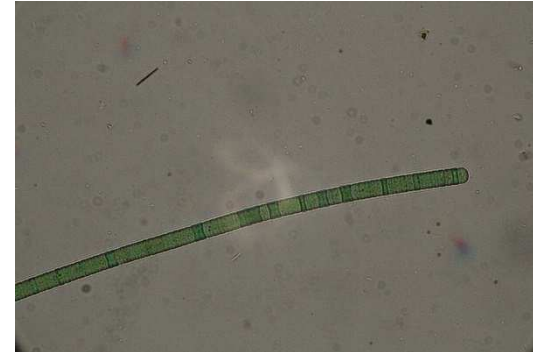


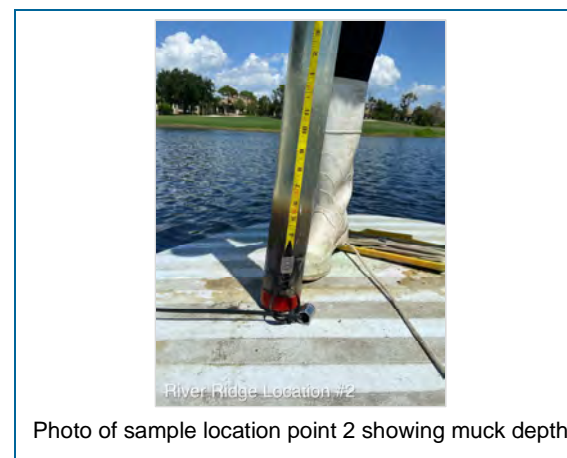
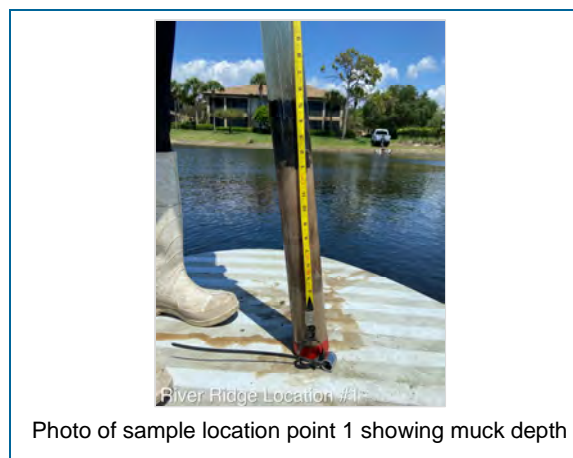
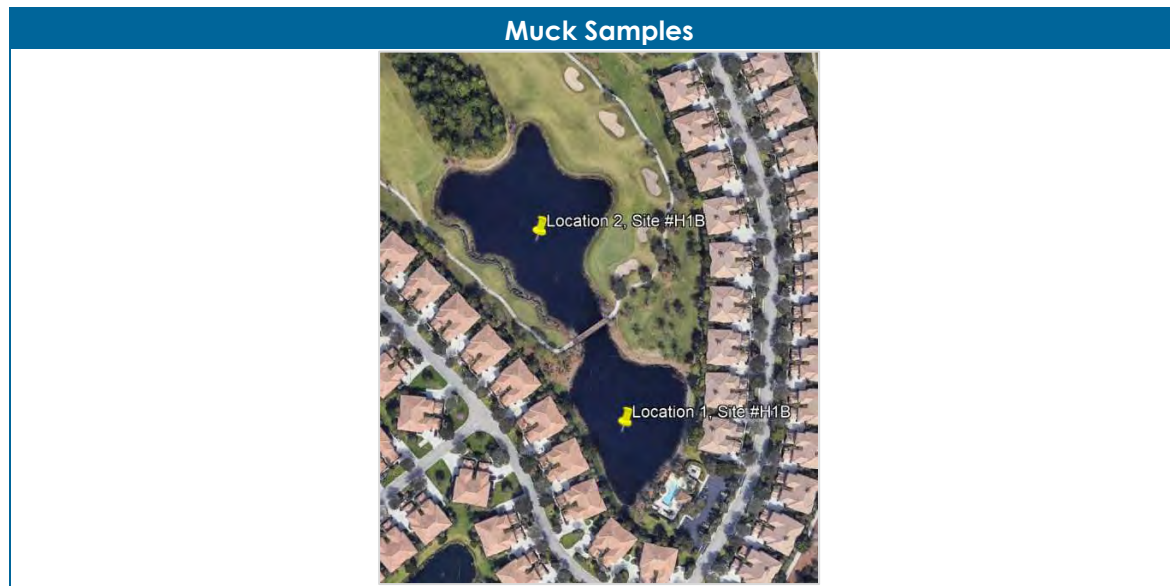
Figure 2. Microscopic image at 400X magnification of *Lyngbya sp.*

Dominant in Sample:

Lyngbya sp. is a blue-green alga (cyanobacteria) that is commonly found in nutrient-rich waters. It is a benthic (bottom) mat-forming alga with a firm mucilaginous (mucus-like) sheath. It has the potential to grow extensive leather-like benthic mats that will rise to the surface and become unsightly and clog stormwater drainage flow structures. There are over 60 species in this genus with approximately 35 in North America. It can be found in fresh, brackish, and saltwater ecosystems. *Lyngbya wollei* is commonly cited in North American literature and has been linked to numerous toxin-producing harmful algal blooms (HABs). Management of this genus is challenging due to the density of mats, mucilaginous sheath, and sometimes epiphytic algae coating the outside of individual filaments. Mats of this genus can create a microecosystem beneath them, where anoxia (lack of oxygen) is extreme enough to lead to phosphorus releasing from the sediments. When this occurs, the mats act as a phosphorus pump: pumping phosphorus out of the sediments and into the water column. This ability allows for more intensified blooms even in water that is considered oligotrophic (nutrient-poor) at that time. Additionally, this genus can produce taste/odor compounds that have an earthy or musty aroma.

Muck Data: River Ridge CDD, Site #H1B

Soil Readings				
Test	Desired Range	Sample Location 1	Sample Location 2	This lake is:
Soil Organic Content	< 10 %	13	19	High
Muck Depth	0"	17	5	High



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**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

4

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2020**

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA**

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Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
River Ridge Community Development District
Lee County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of River Ridge Community Development District, Lee County, Florida (the "District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2020, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 2, 2021, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



June 2, 2021

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of River Ridge Community Development District, Lee County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the fiscal year ended September 30, 2020 resulting in a net position balance of \$7,823,366.
- The change in the District's total net position in comparison with the prior fiscal year was (\$55,088), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2020, the District's governmental funds reported ending fund balance of \$299,309 a decrease of (\$12,507) in comparison with the prior fiscal year. A portion of the fund balance is non-spendable for prepaid expenses, restricted for debt service and is assigned for the Pelican Sound program. The remaining fund balance is unassigned, which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District maintains only one category of funds: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance for the general fund and the special revenue fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general and special revenue funds. A budgetary comparison schedule has been provided for the general and special revenue funds to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2020	2019
Current and other assets	\$ 325,614	\$ 486,273
Capital assets, net	7,979,584	8,202,521
Total assets	8,305,198	8,688,794
Current liabilities	33,683	178,340
Long-term liabilities	448,149	632,000
Total liabilities	481,832	810,340
Net position		
Net investment in capital assets	7,531,435	7,570,521
Restricted for debt service	12,622	6,117
Unrestricted	279,309	301,816
Total net position	\$ 7,823,366	\$ 7,878,454

The District's net position reflects its net investment in capital assets (e.g. land, land improvements, and infrastructure); less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The decrease represents the degree to which the cost of operations and depreciation expense exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION		
FOR THE FISCAL YEAR ENDING SEPTEMBER 30,		
	2020	2019
Revenues:		
Program revenues		
Charges for services	\$ 690,852	\$ 688,720
General revenues	1,783	245
Total revenues	<u>692,635</u>	<u>688,965</u>
Expenses:		
General government	126,711	143,079
Maintenance and operations	580,209	606,331
Interest	40,803	12,025
Total expenses	<u>747,723</u>	<u>761,435</u>
Change in net position	<u>(55,088)</u>	<u>(72,470)</u>
Net position - beginning	7,878,454	7,950,924
Net position - ending	<u>\$ 7,823,366</u>	<u>\$ 7,878,454</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2020 was \$747,723. The costs of the District's activities were primarily funded by program revenues, which are comprised primarily of assessments. Expenses decreased during the current year mostly due to lower administrative costs and lower maintenance and operations costs.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2020 was amended to increase revenues by \$3,400 and increase appropriations by \$6,972. The special revenue fund budget for the fiscal year ended September 30, 2020 was amended to increase revenues by \$789 and increase appropriations by \$87,350. Actual general and special revenue fund expenditures for the fiscal year ended did not exceed appropriations during the fiscal year ended September 30, 2020.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2020, the District had \$13,716,408 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$5,736,824 has been taken, which resulted in a net book value of \$7,979,584. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2020, the District had \$448,149 in debt outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

The District does not anticipate any major projects or significant changes to its infrastructure maintenance program for the subsequent fiscal year. In addition, it is anticipated that the general operations of the District will remain fairly constant.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the River Ridge Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431.

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 296,939
Assessments receivable	1,242
Prepays	7,433
Restricted assets:	
Cash and cash equivalents	20,000
Deferred charges	
Capital assets:	
Nondepreciable	4,231,466
Depreciable, net	3,748,118
Total assets	8,305,198
 LIABILITIES	
Accounts payable	26,305
Accrued interest payable	7,378
Non-current liabilities:	
Due within one year	198,805
Due in more than one year	249,344
Total liabilities	481,832
 NET POSITION	
Net investment in capital assets	7,531,435
Restricted for debt service	12,622
Unrestricted	279,309
Total net position	\$ 7,823,366

See notes to the financial statements

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Charges for Services</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>
			<u>Governmental Activities</u>
Primary government:			
Governmental activities:			
General government	\$ 126,711	\$ 126,711	\$ -
Maintenance and operations	580,209	564,141	(16,068)
Interest on long-term debt	40,803	-	(40,803)
Total governmental activities	<u>747,723</u>	<u>690,852</u>	<u>(56,871)</u>
General revenues:			
Investment earnings			<u>1,783</u>
Total general revenues			<u>1,783</u>
Change in net position			(55,088)
Net position - beginning			<u>7,878,454</u>
Net position - ending			<u><u>\$ 7,823,366</u></u>

See notes to the financial statements

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	Major Fund		Total Governmental Funds
	General	Special Revenue	
ASSETS			
Cash and cash equivalents	\$ 63,170	\$ 253,769	\$ 316,939
Due from other funds	19,278	-	19,278
Assessments receivable	278	964	1,242
Prepays	7,433	-	7,433
Total assets	<u>\$ 90,159</u>	<u>\$ 254,733</u>	<u>\$ 344,892</u>
LIABILITIES			
Accounts payable	\$ 10,179	\$ 16,126	\$ 26,305
Due to other funds	-	19,278	19,278
Total liabilities	<u>10,179</u>	<u>35,404</u>	<u>45,583</u>
FUND BALANCES			
Non-Spendable			
Prepaid Expenses	7,433	-	7,433
Restricted for:			
Debt service	-	20,000	20,000
Pelican sound program	-	199,329	199,329
Unassigned	72,547	-	72,547
Total fund balances	<u>79,980</u>	<u>219,329</u>	<u>299,309</u>
Total liabilities and fund balances	<u>\$ 90,159</u>	<u>\$ 254,733</u>	<u>\$ 344,892</u>

See notes to the financial statements

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

Total fund balances - governmental funds \$ 299,309

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	13,716,408	
Accumulated depreciation	(5,736,824)	7,979,584

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(7,378)	
Bonds payable	(448,149)	(455,527)

Net position of governmental activities		\$ 7,823,366
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See notes to the financial statements

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Major Fund		Total Governmental Funds
	General	Special Revenue	
REVENUES			
Assessments	\$ 216,854	\$ 473,998	\$ 690,852
Interest	1,642	141	1,783
Total revenues	218,496	474,139	692,635
EXPENDITURES			
Current:			
General government	107,324	19,387	126,711
Maintenance and operations	85,671	159,082	244,753
Debt service:			
Principal	-	183,851	183,851
Interest	-	37,308	37,308
Capital outlay	-	112,519	112,519
Total expenditures	192,995	512,147	705,142
Excess (deficiency) of revenues over (under) expenditures	25,501	(38,008)	(12,507)
Fund balances - beginning	54,479	257,337	311,816
Fund balances - ending	\$ 79,980	\$ 219,329	\$ 299,309

See notes to the financial statements

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds	\$	(12,507)
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures, however, in the statement of activities, the cost of those assets is eliminated and capitalized as capital assets.		112,519
Depreciation on capital assets is not recognized in the governmental fund financial statements but is reported as an expense in the statement of activities.		(335,456)
The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements.		(3,495)
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.		<u>183,851</u>
Change in net position of governmental activities	\$	<u>(55,088)</u>

See notes to the financial statements

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

River Ridge Community Development District ("District") was created on February 12, 1996 by Ordinance 96-02 of Lee County, Florida, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes; which ordinance was amended by Ordinance 98-07 of Lee County, Florida, that added additional powers and land, changing the boundaries of the District. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by qualified electors living within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment (operating-type special assessments for maintenance and debt service are treated as charges for services) and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. Principal and interest on general long-term debt are recorded as fund liabilities when due.

Assessments

Assessments are non-ad valorem assessments on all platted units and parcels in undeveloped acreage within the District. Assessments are levied each November 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Fund

This fund accounts for the financial resources to be used for the Pelican Sound Program.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings and improvements	7 - 39
Infrastructure	20 – 40

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Net Position and Fund Balance (Continued)

Unearned Revenues

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities, Net Position and Fund Balance (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general and special revenue funds. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Land and land improvements	\$ 4,231,466	\$ -	\$ -	\$ 4,231,466
Total capital assets, not being depreciated	4,231,466	-	-	4,231,466
Capital assets, being depreciated				
Buildings and improvements	776,344	22,794	-	799,138
Infrastructure - water control and other	8,596,079	89,725	-	8,685,804
Total capital assets, being depreciated	9,372,423	112,519	-	9,484,942
Less accumulated depreciation for:				
Buildings and improvements	431,413	28,495	-	459,908
Infrastructure - water control and other	4,969,955	306,961	-	5,276,916
Total accumulated depreciation	5,401,368	335,456	-	5,736,824
Total capital assets, being depreciated, net	3,971,055	(222,937)	-	3,748,118
Governmental activities capital assets	\$ 8,202,521	\$ (222,937)	\$ -	\$ 7,979,584

Depreciation expense was allocated to maintenance and operations.

NOTE 6 – LONG-TERM LIABILITIES

Series 2016

On October 1, 2016, the District issued \$610,000 of Operations and Maintenance Assessment Revenue Bonds, Series 2016 due on May 1, 2021 with a variable interest rate of 300 basis points above the five year Treasury Constant Maturity with a floor of 3.75%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2017 through May 1, 2021. The Series 2016 Bonds are subject to redemption at the option of the District prior to their maturity.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2020.

Series 2019

On April 24, 2019, the District issued \$400,000 of Operations and Maintenance Assessment Revenue Notes, Series 2019 due on April 24, 2024 with a variable interest rate of 203 basis points above the five year Treasury Constant Maturity with a floor of 4%. The Notes were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each April 24 and October 24. Principal on the Notes is to be paid serially commencing April 24, 2020 through April 24, 2024. The Series 2019 Notes are subject to redemption at the option of the District prior to their maturity. The note is subject to prepayment at any time by the District with no prepayment penalty.

The Note has restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service, and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2020.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2020 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Series 2016 Bonds	\$ 232,000	\$ -	\$ 110,000	\$ 122,000	\$ 122,000
Series 2019 Notes	400,000	-	73,851	326,149	76,805
Total	<u>\$ 632,000</u>	<u>\$ -</u>	<u>\$ 183,851</u>	<u>\$ 448,149</u>	<u>\$ 198,805</u>

At September 30, 2020, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2021	\$ 198,805	\$ 17,706	\$ 216,511
2022	79,877	9,974	89,851
2023	83,072	6,779	89,851
2024	86,395	3,456	89,851
Total	<u>\$ 448,149</u>	<u>\$ 37,915</u>	<u>\$ 486,064</u>

NOTE 7– MANAGEMENT COMPANY

The District has contracted with Wrathell, Hunt and Associates, LLC to perform management and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

NOTE 8– RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

NOTE 9 – INTERFUND RECEIVABLES AND PAYABLES

Interfund receivables and payables at September 30, 2020 were as follows:

Fund	Receivable	Payable
General	\$ 19,278	\$ -
Special Reserve	-	19,278
Total	<u>\$ 19,278</u>	<u>\$ 19,278</u>

The outstanding balances between funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the balances between the general fund and the special reserve fund relate to fees owed to the general fund by the special reserve fund for expenditures paid by the general fund for the benefit of the special reserve fund.

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Assessments	\$ 214,346	\$ 216,854	\$ 216,854	\$ -
Interest	750	1,642	1,642	-
Total revenues	215,096	218,496	218,496	-
EXPENDITURES				
Current:				
General government	124,142	140,683	107,324	33,359
Maintenance and operations	88,914	79,345	85,671	(6,326)
Total expenditures	213,056	220,028	192,995	27,033
Excess (deficiency) of revenues over (under) expenditures	2,040	(1,532)	25,501	27,033
OTHER FINANCING SOURCES (USES)				
Carryforward	(2,040)	-	-	-
Total other financing sources	(2,040)	-	-	-
Net change in fund balance	\$ -	\$ (1,532)	25,501	\$ 27,033
Fund balance - beginning			54,479	
Fund balance - ending			\$ 79,980	

See notes to required supplementary information

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – SPECIAL REVENUE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUES				
Assessments	\$ 473,500	\$ 474,648	\$ 473,998	\$ (650)
Interest	500	141	141	-
Total revenues	<u>474,000</u>	<u>474,789</u>	<u>474,139</u>	<u>(650)</u>
EXPENDITURES				
Current:				
General government	29,000	16,575	19,387	(2,812)
Maintenance and operations	340,000	347,981	159,082	188,899
Debt service:				
Principal	-	-	183,851	(183,851)
Interest	-	-	37,308	(37,308)
Capital outlay	105,000	196,794	112,519	84,275
Total expenditures	<u>474,000</u>	<u>561,350</u>	<u>512,147</u>	<u>49,203</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ -</u>	<u>\$ (86,561)</u>	<u>(38,008)</u>	<u>\$ 48,553</u>
Fund balance - beginning			<u>257,337</u>	
Fund balance - ending			<u>\$ 219,329</u>	

See notes to required supplementary information

**RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
LEE COUNTY, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general and special revenue funds. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2020 was amended to increase revenues by \$3,400 and increase appropriations by \$6,972. The special revenue fund budget for the fiscal year ended September 30, 2020 was amended to increase revenues by \$789 and increase appropriations by \$87,350. Actual general and special revenue fund expenditures for the fiscal year ended did not exceed appropriations during the fiscal year ended September 30, 2020.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
River Ridge Community Development District
Lee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of River Ridge Community Development District, Lee County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 2, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Devar & Associates

June 2, 2021



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
River Ridge Community Development District
Lee County, Florida

We have examined River Ridge Community Development District, Lee County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2020. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2020.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of River Ridge Community Development District, Lee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Grau & Associates

June 2, 2021



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
River Ridge Community Development District
Lee County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of River Ridge Community Development District, Lee County, Florida as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated June 2, 2021.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 2, 2021, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of River Ridge Community Development District, Lee County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank River Ridge Community Development District, Lee County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Grau & Associates

June 2, 2021

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2019.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2020.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2020.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2020. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

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RESOLUTION 2021-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020

WHEREAS, the District’s Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Report for Fiscal Year 2020;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT;

1. The Audited Financial Report for Fiscal Year 2020, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2020, for the period ending September 30, 2020; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2020 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

PASSED AND ADOPTED this 22nd day of June, 2021.

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

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Government Banking Solutions

June 3, 2021

River Ridge Community Development District
C/O Chuck Adams
Wrathell, Hunt & Associates
9220 Bonita Beach Rd. #214
Bonita Springs, FL 34135

RE: Operational and Maintenance Assessment Revenue Bonds, Series 2021

Synovus Bank ("Bank") is pleased to consider a financing arrangement (the "Facility") for the River Ridge Community Development District (the "District") the basic terms and conditions of which are set forth below.

- Borrower:* River Ridge Community Development District (the "District")
- Facility:* Taxable Revolving Line of Credit ("Loan")
- Amount:* \$500,000 (not to exceed)
- Purpose:* The proceeds of the Loan will be used by the District for working capital purposes and to pay the costs of issuance.
- Term:* The term of the Loan shall not exceed twelve months from the date of the closing.
- Collateral:* The Loan will be secured by a lien upon and pledge of the Operation and Maintenance assessments levied against the benefitted properties.
- Repayment:* Monthly interest payments on the 1st of each month with principal due at maturity. Interest will be calculated on the basis of a 360-day year consisting of twelve, thirty-day months.
- Interest Rate:* The interest rate will be fixed at 2.24 percent
- Fees:* Twenty-Five basis point (.25%) Loan Commitment Fee (\$1,250), plus the District is responsible for all legal and out of pocket expenses associated with the proposed financing. The Bank will be represented by Greenspoon Marder law, whose fee will be fixed at \$9,000 and will include preparation of all related documents.

- Affirmative Covenants:*
- For so long as any of the principal amount of or interest on the proposed Loan is outstanding or any duty or obligation of the District contemplated under the proposed Loan remains unpaid or unperformed, the District covenants to the Bank as follows:
- a) *Payment* - The District shall pay the principal of and the interest on the proposed Loan at the time and place and in the manner provided in the Note.
 - b) *Notice of Defaults* - The District shall within ten days after it acquires knowledge thereof, notify the Bank in writing at its Notice Address upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the District of all relevant facts and the action being taken or proposed to be taken by the District with respect thereto.

- c) *Records* – The District agrees that any and all records of the District shall be open to inspection by the Bank or its representative’s at all reasonable times at the offices of the District.
- d) *Maintain Existence* - The District will take all reasonable legal action within its control in order to maintain its existence as a community development district of the State, and shall not voluntarily dissolve.
- e) *Notice of Liabilities* - The District shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the District or upon the ability of the District to perform its obligation under the proposed Loan.
- f) *Insurance* - The District shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated independent special districts of the State and shall upon request of the Bank, provide evidence of such coverage to the Bank.
- g) *Comply With Laws* - The District is in compliance and shall comply with all applicable federal, state and local laws and regulatory requirements.
- h) *Taxes* - In the event the proposed Note should be subject to the excise tax or any other loan Document should be subject to the excise tax on documents, or any similar tax, the District shall pay such taxes or reimburse the Bank for any such taxes paid by it.
- k) *Audited Financial Statements* - The District shall cause an audit to be completed of its books and accounts and shall furnish to the Bank within 210 days after the end of each fiscal year audited year-end financial statements of the District certified by an independent certified public accountant acceptable to the Bank to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly in all material respects the financial position of the District and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. Such financial statements shall include a balance sheet and statement of revenues, expenditures and changes in fund balances, with comparative figures to the prior year and including a comparison of actual results to budgeted projections.
- l) *Annual Budget*. The District shall adopt an annual budget as required by law. The District covenants that, so long as the Note shall remain unpaid, it will appropriate in its annual budget, by amendment, if required, amounts sufficient to pay the principal of and interest on the Note as the same shall become due. In the event that the amount previously budgeted for such purpose is at any time insufficient to pay such principal and interest on the Note, the District covenants to take immediate action to amend its budget so as to budget and appropriate an amount sufficient to pay such debt service on the Note. The District shall provide the Bank with a copy of its annual operating budget for each fiscal year not later than 45 days after the commencement thereof. The budget shall specifically detail the Assessments and any other special assessments to be levied by the District with respect to such fiscal year.
- m) *Assessment Records*. The District shall maintain records with respect to the Assessments which shall be updated as Assessments are collected. The records shall detail Assessments (i) levied to date on a parcel-by-parcel basis, and (ii) collected to date. A report setting forth the foregoing information as of May 31 of each year will be provided to the Bank by June 10 of each year, and if there are any delinquent Assessments, the District will provide the Bank with another report, by September 1 of such year, updating the information in said report. Upon the occurrence of any Event of Default, the District will, upon request of the Bank, and at the expense of the District, engage the services of a consultant acceptable to the Bank to assist the District in levying the Assessments until such time as the default is cured.
- n) *Assessment Roll*. Commencing with the tax roll adopted during the year 2021, the District shall provide to the Bank the certified assessment roll detailing the Assessments, if any, to be imposed for each tax year within 30 days of the date such

District will take all necessary steps to levy and collect Assessments sufficient to pay the principal and interest of the Note when due.

Events of Default:

An "Event of Default" shall be deemed to have occurred under this Agreement if:

- (a) The District shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable, whether by maturity, by acceleration at the discretion of the Bank, or otherwise; or
- (b) The District shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the District by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
- (c) Any representation or warranty made in writing by or on behalf of the District in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
- (d) The District admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
- (e) The District is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the District, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
- (f) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
- (g) The District shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Bank or any other subsidiary or affiliate of the Bank; or
- (h) A judgment or order shall be rendered against the District for the payment of money in excess of \$250,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days.

Conditions of Lending:

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

- a) Documents are and shall be true and correct to the best of the District's knowledge at the time of closing.
- b) On the closing date the District shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.
- c) On or prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Note by the Bank): (i) the opinion of counsel to the District, regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and the Note, the District's power to incur the debt evidenced by the Note, the due adoption and enforceability of the Note Resolution and the due creation and existence of the District, and (ii) such additional supporting documents as the Bank may reasonably request.
- d) No material and adverse changes shall have occurred in the financial condition of the District.
- f) The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and

reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

*Waiver of
Jury Trial*

District and Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any loan document executed in connection herewith or any other matter arising from the relationship between Bank and District.

Synovus Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. The terms and conditions outlined in this Proposal are in effect for 30 days from the date of this letter. If you have any questions or need additional information, please do not hesitate contacting me at the number below.

Respectfully,



Jim Mitchell
Sr. Director, Government Banking Solutions
Synovus Bank
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1819
jimmitchell@synovus.com

BORROWER: River Ridge Community Development District

Signature: _____

Name: _____

Title: _____

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

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**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
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**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: on-roll - gross					
General	\$ 223,281				\$ 223,281
Allowable discounts (4%)	(8,931)				(8,931)
Assessment levy: on-roll - net	214,350	\$ 209,587	\$ 4,763	\$ 214,350	214,350
Interest and miscellaneous	750	18	-	18	750
Total revenues	<u>215,100</u>	<u>209,605</u>	<u>4,763</u>	<u>214,368</u>	<u>215,100</u>
EXPENDITURES					
General					
Professional services					
Supervisors	10,918	6,259	3,200	9,459	10,918
Management/accounting	51,408	25,704	25,704	51,408	51,408
Audit	7,100	960	6,140	7,100	7,100
Special assessment preparation	6,500	6,500	-	6,500	6,500
Legal	10,000	2,646	7,354	10,000	10,000
Engineering	10,000	3,064	6,936	10,000	10,000
NPDES report filing	13,000	3,605	9,395	13,000	13,000
Telephone	400	200	200	400	400
Postage	1,000	452	548	1,000	1,000
Insurance	7,100	6,733	-	6,733	7,100
Printing & binding	750	375	375	750	750
Legal advertising	1,000	349	651	1,000	1,000
Contingencies	3,880	180	3,700	3,880	3,880
Subscriptions & memberships	175	175	-	175	175
Website maintenance					
Hosting	705	705	-	705	705
ADA compliance	210	-	-	-	210
Property taxes	-	9	-	9	-
Total Professional Services	<u>124,146</u>	<u>57,916</u>	<u>64,203</u>	<u>122,119</u>	<u>124,146</u>
Field Services					
Other contractual - field management					
Q & A	2,601	1,301	1,300	2,601	2,601
Contingencies	1,000	-	1,000	1,000	1,000
Other contractual	40,000	11,050	28,950	40,000	40,000
Street lighting	4,500	1,442	3,058	4,500	4,500
Plant replacement	4,000	-	4,000	4,000	4,000
Street sweeping	10,000	-	10,000	10,000	10,000
Roadway repairs	2,500	-	2,500	2,500	2,500
Aquascaping	20,000	6,720	13,280	20,000	20,000
Total Field Services	<u>84,601</u>	<u>20,513</u>	<u>64,088</u>	<u>84,601</u>	<u>84,601</u>

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21	Total Actual & Projected Revenue & Expenditures	
Other Fees and Charges					
Property appraiser	1,725	1,571	154	1,725	1,725
Tax collector	2,588	2,278	310	2,588	2,588
Total Other Fees and Charges	4,313	3,849	464	4,313	4,313
Total Expenditures	213,060	82,278	128,755	211,033	213,060
Excess/(deficiency) of revenues over/(under) expenditures	2,040	127,327	(123,992)	3,335	2,040
Fund balance - beginning (unaudited)					
Unassigned	59,650	72,533	199,860	72,533	75,868
Fund balances - ending					
Assigned					
Working capital	-	-	-	-	53,775
Unassigned	61,690	199,860	75,868	75,868	24,133
Fund balance - ending (projected)	<u>\$ 61,690</u>	<u>\$ 199,860</u>	<u>\$ 75,868</u>	<u>\$ 75,868</u>	<u>\$ 77,908</u>

Units	Assessment Summary				Total Revenue
	Number of ERU's	Fiscal Year			
		2020	2021	2022	
Pelican Sound	1,299.0000	\$ 129.41	\$ 129.41	\$ 129.41	\$ 168,106
The Meadows	262.0000	129.41	129.41	129.41	33,906
Commercial along US 41	164.3534	129.41	129.41	129.41	21,269
	1,725.3534				223,281

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

General

Professional Services

Supervisors	\$ 10,918
<p>The amount paid to each Supervisor for the time devoted to the District's business and monthly meetings. The amount permitted is \$200 plus payroll taxes per meeting for each board member.</p>	
Management/accounting	51,408
<p>Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financing's and finally operate and maintain the assets of the community.</p>	
Audit	7,100
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Special assessment preparation	6,500
<p>The District has a contract with AJC Associates, Inc., to prepare the annual assessment roll.</p>	
Legal	10,000
<p>Woodward, Pires & Lombardo, P.A., provide on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyance and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.</p>	
Engineering	10,000
<p>Hole Montes, Inc., provides a broad array of engineering, consulting and construction services to the District, which assists the District in crafting solutions with sustainability for the long term interests of the Community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
NPDES report filing	13,000
<p>As mandated, the District must participate in the National Pollutant Discharge Elimination System Program. It is designed to improve storm water quality through construction activity monitoring, periodic facility review and inspection, public education, etc.</p>	
Telephone	400
<p>Telephone and fax machine.</p>	
Postage	1,000
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Insurance	7,100
<p>The District carries public officials and general liability insurance with policies written by Preferred Government Insurance Trust. The limit of liability is set at \$1,000,000.</p>	
Printing & binding	750
<p>Letterhead, envelopes, copies, etc.</p>	
Legal advertising	1,000
<p>The District advertises in The News Press for monthly meetings, special meetings, public hearings, bidding, etc.</p>	

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Contingencies	3,880
Bank charges, automated AP routing and other miscellaneous expenses that are incurred during the year.	
Subscriptions & memberships	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Website maintenance	
Hosting	705
ADA compliance	210

Field Services

Other contractual - field management

As part of the consulting manager's contract, the District retains the services of a field manager. The field manager is responsible for day-to-day field operations. These responsibilities include, but are not limited to, preparing and bidding of services and commodities, contract administration, hiring and maintaining qualified personnel, preparation of and implementation of operating schedules and policies, insuring compliance with all operating permits, prepare and implementing field operating budgets, a quality assurance program, providing information/education to the public regarding District programs and attending Board meetings. This service is provided by **Wrathell, Hunt and Associates, LLC**.

Q & A	2,601
Contingencies	1,000
These expenditures are for unforeseen costs that may arise in relation to the District's landscaping needs.	
Other contractual	40,000
The District contracts with qualified companies to perform landscape, hardscape and lighting maintenance along Pelican Sound Drive between US 41 and the Pelican Sound guardhouse.	
Street lighting	4,500
These expenditures are for the maintenance of the street lights along Pelican Sound Drive from US 41 to the Pelican Sound guardhouse as well as the seasonal holiday lighting program. The District has an agreement with Florida Power & Light (FPL) for this service.	
Plant replacement	4,000
Provides for the replacement and renovation of landscape material.	
Street sweeping	10,000
The District anticipates providing this service on a bi-weekly basis and through an interlocal agreement with a neighboring a District.	
Roadway repairs	2,500
The District anticipates continuing a routine repair and maintenance program during the fiscal year to include structural integrity items related to asphalt, curb and gutter repairs/replacement and re-striping on an as needed basis for the section of Pelican Sound Drive from US 41 to the gatehouse.	
Aquascaping	20,000
These expenditures relate to the ongoing replacement and augmentation of the District's aquatic plantings within the water management system.	

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Other Fees and Charges

Property appraiser	1,725
The property appraiser charges \$1.00 per parcel.	
Tax collector	2,588
The tax collector charges \$1.50 per parcel.	
Total Expenditures	<u><u>\$ 213,060</u></u>

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET - PELICAN SOUND PROGRAM
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21		
REVENUES					
Assessment levy: on-roll - gross					
Pelican Sound program	\$ 602,604				\$ 1,129,146
Allowable discounts (4%)	(24,104)				(45,166)
Assessment levy: on-roll - net	578,500	\$559,367	\$ 19,133	\$ 578,500	1,083,980
Interest and miscellaneous	500	14	486	500	500
Total revenues	579,000	559,381	19,619	579,000	1,084,480
EXPENDITURES					
Pelican Sound Program (Lake & Wetland Maintenance/Roadway Resurface)					
Professional Services					
Audit	3,400	540	3,400	3,940	3,400
Legal	5,000	-	5,000	5,000	5,000
Engineering	20,000	-	20,000	20,000	20,000
Contingencies	600	252	300	552	600
Total Professional Services	29,000	792	28,700	29,492	29,000
Debt Service					
Interest expense	-	8,916	-	8,916	-
Total Debt Service	-	8,916	-	8,916	-
Other Contractual					
Field management	5,000	2,500	2,500	5,000	5,000
Lake/wetland	95,000	47,233	47,767	95,000	95,000
Drainage pipe annual inspection and cleaning	35,000	43,450	-	43,450	45,000
Drainage pipe repair	-	3,700	13,000	16,700	-
Lake bank remediation/Dry Retention enhance	30,000	-	8,000	8,000	50,000
2019 Note - Capital outlay	90,000	-	90,000	90,000	90,000
2017 Note - Roadway resurfacing	140,000	-	140,000	140,000	-
Roadway RM/traffic calming	15,000	20,729	20,000	40,729	35,000
Capital outlay	15,000	12,000	-	12,000	674,000
Contingencies	125,000	6,000	20,000	26,000	25,000
Total other contractual	550,000	135,612	341,267	476,879	1,019,000
Total Expenditures	579,000	145,320	369,967	506,371	1,048,000

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET - PELICAN SOUND PROGRAM
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
	Adopted Budget FY 2021	Actual through 3/31/21	Projected through 9/30/21		
Excess/(deficiency) of revenues over/(under) expenditures	-	414,061	(350,348)	72,629	36,480
Fund balance - beginning (unaudited)					
Unassigned	191,868	226,777	640,838	226,777	299,406
Fund balances - ending					
Assigned					
Working capital	-	-	-	-	271,120
Unassigned	191,868	640,838	290,490	299,406	64,766
Fund balance - ending (projected)	<u>\$ 191,868</u>	<u>\$640,838</u>	<u>\$290,490</u>	<u>\$ 299,406</u>	<u>\$ 335,886</u>

Assessment Summary

Units	Number of ERU's	Fiscal Year			Total Revenue
		2020	2021	2022	
Pelican Sound	1,299.0000	\$ 379.70	\$ 463.90	\$ 869.24	\$ 1,129,146

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF SPECIAL REVENUE FUND EXPENDITURES**

EXPENDITURES

Pelican Sound Program (Lake & Wetland Maintenance/Roadway Resurface)

Professional Services

Audit	\$	3,400
Legal		5,000
Engineering		20,000
Anticipates continued involvement in drainage remediation and roadway improvement projects.		

Field Services

Other Contractual		
Field management		5,000
Lake/wetland		95,000
Cover the costs of hiring a qualified contractor to maintain the lakes and wetlands free of noxious, invasive and unwanted plant materials that would otherwise impede the flow of water or place the CDD in a position of non compliance with it's permits.		

Drainage pipe annual inspection and cleaning		45,000
Covers costs of annual inspection and cleanout of the CDD's drainage pipes and control structures.		

Lake bank remediation/Dry Retention enhance		50,000
Covers costs of lake bank erosion repairs as identified and prioritized annually. Also, includes \$20k for dry retention area enhancements for 2022.		

2019 Note - Capital outlay		90,000
In fiscal year 2019, the District secured financing for implementing additional drainage improvement projects and paver brick replacements program. This appropriation will be used to offset the annual cost of a loan to undertake these projects with repayment beginning October 2019 and ending April 2024.		

Roadway RM/traffic calming		35,000
Cover costs of repairs and maintenance as well as traffic calming initiatives with the Capital outlay		

Capital outlay		674,000
In fiscal year 2022, the District will be starting a multi year capital reinvestment utilizing a "pay as you go" funding approach. The projects being funded/scheduled for completion during this fiscal year include replacement/upgrades to the community irrigation pumpstation, installation of a community irrigation filtration system, installation of three strategically placed community irrigation treatment systems and completion of the phase 2 paver project.		

Contingencies		25,000
Intended to cover the costs of either partial funding of Corkscrew entry roundabout paver/enhancement project or paying down existing loan debt.		

Total Expenditures		\$ 1,048,000
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**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

8

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135**

MEMORANDUM

Date: June 22, 2021

To: River Ridge Board of Supervisors

From: Cleo Adams – Assistant District Manager

Subject: Dry Detention RFP Consideration

Cc: File

As discussed at last month's meeting, Staff went out to RFP to remove the overabundance of plant species within the Dry Retention Areas. The Focus was located along the River Course, as outlined in the attached.

The Bid Analysis is attached to this memo providing a break down of each location. Solitude Lake Management, as well as EarthBalance bid this project. Please note the following for Board's consideration:

- Solitude Lake Management: \$18,350.00
- EarthBalance: \$19,524.00

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

8A

River Ridge CDD
Bid Analysis - June 2021 Dry Detention

	#8	#7	#6	Between #6 & #7	#4	Cordgrass Trimming	Total:
Solitude Lake Management:	\$ 4,950.00	\$ 3,300.00	\$ 7,550.00	\$ 250.00	\$ 350.00	\$ 1,950.00	\$ 18,350.00
EarthBalance:	\$ 2,725.00	\$ 5,450.00	\$ 10,900.00	\$ 299.00	\$ 150.00	\$ -	\$ 19,524.00

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

8BI



Price Quote

PROJECT NAME: River Ridge CDD Dry Retention Areas Maintenance

ATTENTION: Cleo Adams, Assistant Regional Manager
 Bayside Improvement Community Development District
 c/o Wrathell, Hunt, and Associates
 9220 Bonita Beach Road, Suite 214
 Bonita Springs, Florida 34135
 Cleo.Adams@whhassociates.com

PRICE QUOTED:

Task	Area	Event Description	Price Per Event	Total Price
1	River Golf Course #8	4554 Pinehurst Greens CT: Remove Elderberry Tree	\$273.15	\$2,725.00
		Weed Whack Canna Lilly in two areas far side of golf course and homes adjacent to the fairway	\$682.88	
		4546 Pinehurst Greens CT: Weed Whack Canna Lilly resident side of golf course	\$812.95	
		At Fairway - Remove "volunteer" oak trees @ Pine Tree grouping, remove the vines and trim the Palm	\$682.88	
		At Green - Remove Oak	\$273.15	
2	River Golf Course #7	Fairway adjacent to resident's side - Remove Wax Myrtle Trees and Trees blown over by Hurricane Irma of 2017	\$1,703.13	\$5,450.00
		Trim all Palms of dead palm fronds	\$681.25	
		Area in the rear of 20839 to 20845 Gleneagles Links Drive: Thin out/remove bushes and lower branches of pine trees	\$1,362.50	
		Thin out the buttonwood trees adjacent to the right side of the Tee Box	\$1,362.50	
		Remove the "volunteer" pond apple tree	\$340.63	
3	River Golf Course #6	Zone 1 - Remove Willow Tree to the left towards G.C. @ Tee box	\$4,085.46	\$10,900.00
		Zone 1 - Remove Willow Trees	\$4,085.46	
		Zone 1 mow area (50% First Year)	\$1,364.54	
		Zone 1 mow area (50% Second Year)	\$1,364.54	
4	River Golf Course - Between River #6 & #7	Limb up oak tree located at the 2nd weir structure (Rear of 20831 Gleneagles Links Drive)	\$299.00	\$299.00
5	River Golf Course #4	Left side adjacent to the Tee Box - remove one maple tree	\$150.00	\$150.00
6	Resident Side of Dry Retention	Hard cut cord grass on an annual basis	No Bid	No Bid
TOTAL PRICE				\$19,524.00



Price Quote (continued)

PROJECT NAME: River Ridge CDD Dry Retention Areas Maintenance

SCOPE OF WORK:

Task 1 – River Golf Course #8

EarthBalance® will provide the labor, materials, and equipment necessary for maintenance within the dry retention areas of the River Ridge Community located in Estero, Florida. This Task will include the trimming of canna lily (*Canna flaccida*) and the removal of "volunteer" oaks (*Quercus spp.*) and elderberry (*Sambucus spp.*) along Hole #8. Canna lily will be trimmed using a bladed trimmer with resulting debris being left in place. Excessive woody vegetative debris will be removed from the site entirely and disposed of at an approved facility. All work will be under the direction of a qualified project manager.

EarthBalance® will perform the services described in Task 1 for a specified fee of \$2,725.00.

Task 2 – River Golf Course #7

EarthBalance® will provide the labor, materials, and equipment necessary for maintenance within the dry retention areas of the River Ridge Community located in Estero, Florida. This Task will include the thinning of undesirable vegetation at four locations as outlined in the Request for Proposal along Hole #7. Only palms located within the areas to be thinned will be trimmed. Excessive woody vegetative debris will be removed from the site entirely and disposed of at an approved facility. All work will be under the direction of a qualified project manager.

EarthBalance® will perform the services described in Task 2 for a specified fee of \$5,450.00.

Task 3 – River Golf Course #6

EarthBalance® will provide the labor, materials, and equipment necessary for maintenance within the dry retention areas of the River Ridge Community located in Estero, Florida. This Task will include the removal of excessive willow and trimming of vegetation adjacent to the River 6 Tee. Zone-1 adjacent to the River 6 Tee will be mowed 50% the first year with the remainder to mow the following year. The mowing will be accomplished with string or blade weed trimmers within all associated debris being left in place. Excessive woody vegetative debris will be removed from the site entirely and disposed of at an approved facility. All work will be under the direction of a qualified project manager.

EarthBalance® will perform the services described in Task 3 for a specified fee of \$10,900.00.



Price Quote (continued)

PROJECT NAME: River Ridge CDD Dry Retention Areas Maintenance

Task 4 – River Golf Course – Between River #6 & #7

EarthBalance® will provide the labor, materials, and equipment necessary for maintenance within the dry retention areas of the River Ridge Community located in Estero, Florida. This Task will include the trimming of a large oak tree (*Quercus spp.*) that is obstructing the flowway structure. Excessive woody vegetative debris will be removed from the site entirely and disposed of at an approved facility. All work will be under the direction of a qualified project manager.

EarthBalance® will perform the services described in Task 4 for a specified fee of \$299.00.

Task 5 – River Golf Course #4

EarthBalance® will provide the labor, materials, and equipment necessary for maintenance within the dry retention areas of the River Ridge Community located in Estero, Florida. This Task will include the removal of one (1) sapling sized maple (*Acer spp.*) adjacent to the River 4 tee box. Excessive woody vegetative debris will be removed from the site entirely and disposed of at an approved facility. All work will be under the direction of a qualified project manager.

EarthBalance® will perform the services described in Task 5 for a specified fee of \$150.00.

Task 6 – Resident Side of Dry Retention

No Bid



Price Quote (continued)

PROJECT NAME: River Ridge CDD Dry Retention Areas Maintenance

CONDITIONS:

This quote shall remain valid for a period not to exceed thirty (30) days beyond the submittal date of May 26, 2021. If not accepted within this period, EarthBalance® reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement and the attached terms and conditions shall be effective upon its full execution.

QUOTED BY: Scott Miller
Project Manager
EarthBalance®
2570 Commerce Parkway
North Port, FL 34289
smiller@earthbalance.com

IN WITNESS WHEREOF, this Agreement is executed on the dates hereinafter stated.

EARTHBALANCE®

CLIENT

By: _____

By: _____

Printed: _____

Printed: _____

Title: Vice President _____

Title: _____

Date: _____, 2021

Date: _____, 2021

PLEASE INDICATE IF THE CLIENT IS ALSO THE OWNER OF THE PROPERTY ON WHICH THE SERVICES/WORK WILL BE PERFORMED:

_____ OWNER

_____ NOT THE OWNER

IF THE CLIENT IS NOT THE PROPERTY OWNER, PLEASE PRINT THE NAME AND CONTACT INFORMATION FOR THE PROPERTY OWNER:

Name: _____

Address: _____

Phone Number: _____



PRICE QUOTE TERMS AND CONDITIONS

1. **Services.** EarthBalance® hereby agrees to provide all supervision, labor, materials, equipment, and other facilities to complete the Work as described in the attached Price Quote ("Scope of Work" or "Work"). EarthBalance® agrees to use its best efforts in completing the Work. The Work shall be accomplished in a workmanlike and professional manner using the degree of skill and care ordinarily exercised by a reputable member of EarthBalance's® profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended, unless provided in the Scope of Work.

This agreement is limited to tasks identified in the attached Price Quote and does not include additional or repeat Work resulting from changes to the project or the information upon which this agreement is based. Modification to the final work products performed at the request of the Client that is not the result of the Contractor's errors or omissions shall be billed to the Client as additional services.

2. **Time.** This quote shall remain valid for a period not to exceed thirty (30) days beyond the date of submittal. If not accepted within this period, EarthBalance® reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement shall be effective upon its full execution.

3. **Duty to Cooperate.** Client agrees to cooperate with EarthBalance® in all respects in connection with EarthBalance's® efforts to discharge the Scope of Work. Client shall make Client's property available to EarthBalance®, shall timely comply with EarthBalance's® requests for information, and shall execute all documents reasonably required by EarthBalance® in discharging the Scope of Work. Client agrees to inform EarthBalance® of any known job site hazards including, but not limited to, hazardous substances, buried debris, ordnance or explosives, sinkholes, wildlife hazards, etc.

4. **Payment.** Client agrees to pay a fee for the Work performed based upon the information contained in attached Price Quote. As soon as may be practicable at the beginning of each month, EarthBalance® shall invoice Client for all work performed in the prior month and any other sums due EarthBalance®. Client shall pay the invoice amount within thirty (30) days after the invoice date. EarthBalance® may cease performing work under the attached Price Quote if any payment due hereunder is not paid within thirty (30) days of the invoice date. EarthBalance® accepts cash, check, credit card, ACH or Wire Transfer as payment. A convenience fee of 5% will be added to all credit card payments.

Client agrees that EarthBalance® may place a lien upon the Property for Work performed under the attached Price Quote and that EarthBalance® may record and enforce the lien for Work performed in accordance with the provisions of Florida's Construction Lien Law. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, if EarthBalance® places this executed Price Quote in the hands of an attorney for the collection of any sums due hereunder, Client agrees to reimburse EarthBalance® for its reasonable attorney's fees and costs relating thereto.

5. **Termination and Default.** This agreement may be terminated by either party giving the other party thirty (30) days written notice of intent to terminate. In addition, upon default by Client, monetary or otherwise, this agreement may be terminated by EarthBalance® with seven (7) days written notice of intent to terminate if the default remains uncured after such notice period. EarthBalance's® liability to Client or any related party for any claim related to or arising out of (i) this agreement or (ii) EarthBalance's® Work shall be limited to two times the amount of fees paid by Client hereunder.

6. **Force Majeure Event.** EarthBalance® shall not be liable to Client for damages resulting from delay in or termination of EarthBalance's® Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, war, terrorism or combined action of the workmen or others, governmental delays, or any acts of God including, but not limited to, severe snowstorms, earthquakes, hurricanes, floods, or any other cause or condition beyond its control making it inadvisable in EarthBalance's® determination to proceed with the Work (collectively, a "Force Majeure Event"). EarthBalance® shall have no obligation to resume Work discontinued under this Section. If EarthBalance® elects not to resume the Work, Client's sole and exclusive remedy shall be payment on a pro-rata basis for the percentage of Work that has actually been completed as of the date of its receipt of EarthBalance's® notice of the Force Majeure Event.

7. **Miscellaneous.** The invalidity of any provision of the agreement shall not impair the validity of any other provision. If any provision of this agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of the agreement shall be enforced.

This agreement shall be construed and interpreted in accordance with, and the validity of this agreement shall be judged by, the laws of the State of Florida.

This agreement sets forth the entire agreement and understanding of the parties hereto. It may only be amended, modified or terminated by the written mutual consent of all the parties hereto and duly executed by the authorized representatives of the parties hereto.

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

8B11

SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismond@whhassociates.com

PROPERTY NAME: River Ridge CDD

CONTRACT DATE: June 1, 2021

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: River Golf Course #8

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$4,950.00**. The service fee will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

Miscellaneous Removals & Weed Eating on River Course #8

River Golf Course #8:

1. Solitude staff will Remove an Elderberry Tree at 4554 Pinehurst Greens Ct.
2. Solitude staff will weed eat Canna Lily in two areas far from the golf course and homes adjacent to the fairway.
3. Solitude will weed eat Canna Lily on the resident side of the golf course located at 4546 Pinehurst Greens Ct.
4. At Fairway-Remove "volunteer" Oak Trees and Pine Pine Tree grouping, removing the vines and trimming the palm.
5. At The Green-Remove Oak

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismondc@whhassociates.com
PROPERTY NAME: River Ridge CDD
CONTRACT DATE: June 1, 2021
SUBMITTED BY: Jeff Moding
SPECIFICATIONS: River Golf Course #7

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$3,300.00**. The service fee will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

Miscellaneous Removals & Weed Eating on River Course #7

River Golf Course #7:

1. Solitude staff will Remove Wax Myrtle Trees and trees blown over by Hurricane Irma of 2017, on the fairway adjacent to the residents side.
2. Solitude staff will trim all Palms of Dead fronds.
3. Solitude will thin out/remove bushes and lower branches of Pine trees in the rear of 20839 to 20845 Gleneagles Links Drive..
4. Solitude will thin out the Buttonwood trees adjacent to the right side of the Tee box..
5. Solitude will remove the "volunteer" Pond Apple.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.

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SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismondc@whhassociates.com
PROPERTY NAME: River Ridge CDD
CONTRACT DATE: June 2, 2021
SUBMITTED BY: Jeff Moding
SPECIFICATIONS: Mowing & removal River Course Hole #6

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$7,550.00**. The service fee will be invoiced to the Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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SCHEDULE A - SERVICES

Miscellaneous Removals & Mowing on River Course #6

River Golf Course #6:

1. Solitude staff will Remove a Willow Tree to the left towards the Golf Course at the Tee Box, in Zone 1 (map attached)
2. Solitude staff will Remove willow trees in Zone 1 (map attached).
3. Solitude will mow 50% of Zone 1.(map attached)

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

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SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismondc@whhassociates.com
PROPERTY NAME: River Ridge CDD
CONTRACT DATE: June 2, 2021
SUBMITTED BY: Jeff Moding
SPECIFICATIONS: One Time Trimming of Oak Tree on River Course Between River #6 & #7 Hole

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$250.00**. The service fee will be invoiced to the Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

Oak Tree trimming on River Course #6 & #7

River Golf Course #6& #7:

1. Solitude staff will limb up an Oak Tree located at the 2nd weir structure (rear of 20831 Gleneagles Links Drive. (map attached)

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

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SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismondc@whhassociates.com
PROPERTY NAME: River Ridge CDD
CONTRACT DATE: June 2, 2021
SUBMITTED BY: Jeff Moding
SPECIFICATIONS: One Time Maple Tree Removal on River Course #4.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$350.00**. The service fee will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

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SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismond@whhassociates.com

PROPERTY NAME: River Ridge CDD

CONTRACT EFFECTIVE DATE: June 1, 2021, through May 31, 2022

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Annual Cord Grass Trimming on River Course #4

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. **PAYMENT TERMS.** The Annual Contract Price is **\$1,950.00**. SOLitude shall invoice Customer **\$1,950.00** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of the treatment month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay the contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

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SCHEDULE A - SERVICES

ANNUAL CORD GRASS TRIMMING MANAGEMENT SERVICES

Cordgrass Trimming River Course #4:

1. Solitude will trim one row of cord grass along the homeowners side or the dry detention area on River Course #4.
2. This trimming will be done one time annually in September.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

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**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

9

River Ridge CDD - Pelican Sound Program

FY 2021 Operations Financial Impact Analysis

6.15.21

<u>Operations Account</u>	Budget	Actual	Planned	Variance <u>FY 2021</u>	
Drainage/pipe cleaning/repairs	\$ 35,000	\$ 98,950		\$ (63,950)	Drainage Pipe Cleanout/sink hole repair/Turnberry Pipe Repair
Roadway RM/traffic calming	\$ 15,000	\$ 38,840		\$ (23,840)	Sidewalk Repairs/Curbs/asphalt
Irrigation Blow Off Valve (Palmetto Dunes)	\$ -	\$ 6,000		\$ (6,000)	
Lake Bank Remediation	\$ 30,000	\$ 16,130	\$ -	<u>\$ 13,870</u>	Outfall FPL/Weir @ 7 Tee Dry Retention
				\$ (79,920)	

<u>Contingencies</u>	Budget	<u>Actual</u> <u>Expense</u>	<u>Planned</u> <u>FY 2021</u>	Variance <u>FY 2021</u>
	\$125,000.00	\$79,920.00		\$45,080.00
				\$45,080.00
				Unencumbered

River Ridge Breakdown June 15, 2021

Summary:

Drainage Pipe Annual Inspection & Cleaning Projects:

- MRI – Sink Hole Repair \$3K
- MRI Drainage Pipe Cleaning \$43,450.00
- MRI Grate Replacement \$700.00
- Turnberry Pipe Repair \$13,400.00
- MRI Drainage Pipe Cleaning \$38,400.00

Roadway Maintenance & Traffic Calming:

- Collier Paving – October \$13,171.00
- Collier Paving – November - \$21,126.00
- Collier Paving – March - \$4,542.00

Lake Bank Remediation Projects:

- GulfScapes Restoration @ 7 Tee Weir - \$4,130.00
- MRI FPL Restoration Project - \$12,000.00

Irrigation Blow Off Valve:

- Installation of Blow Off Valve (Palmetto Dunes) - \$6,000.00

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

10

DRAFT

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

The Board of Supervisors of the River Ridge Community Development District held a Regular Meeting on May 25, 2021 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 and via Zoom at <https://us02web.zoom.us/j/88149819964>, and telephonically at 1-929-205-6099, Meeting ID 881 4981 9964 for both.

Present were:

Bob Schultz (via Zoom)	Chair
Terry Mountford	Vice Chair
Kurt Blumenthal	Assistant Secretary
James Gilman	Assistant Secretary
Robert Twombly	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Tony Pires	District Counsel
Charlie Krebs	District Engineer
Lamar Stoltzfus (via Zoom)	PSGRC President
Eric Long	PSGRC General Manager
Jim McGivern (via Zoom)	PSGRC Vice President
Bill Kurth	SOLitude Lake Management (SOLitude)
Travis Childers	PSGRC Assistant General Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 1:00 p.m. Supervisors Mountford, Blumenthal, Gilman and Twombly were present, in person. Supervisor Schultz was attending via Zoom.

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On MOTION by Mr. Blumenthal and seconded by Mr. Gilman, with all in favor, authorizing Mr. Schultz’s attendance and full participation, via Zoom, due to exceptional circumstances, was approved.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items (5 minutes per speaker)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Updates: SOLitude Lake Management

• **Status of Lake H1-B**

Mr. Kurth reported the following:

- Some recent improvement was observed on Lake H1-B.
- The nanobubbler machine was repaired and the technician observed improvement.
- SeaPro Corporation was consulted to develop a treatment protocol, which began today. Half of the lake, the maximum permitted at one time, was treated today. The other side would be treated in two weeks, weather permitting.
- Muck samples were taken for additional phosphorus measurements, to help determine whether additional algae treatment would be necessary.

Mr. Kurth responded to questions, as follows:

- Regarding the observation during the Lake Audit that three nanobubblers were not working, he would ensure that the Lake Technician implements nanobubbler function checks during regular weekly maintenance. Reports would be submitted to Mrs. Adams.

Mr. Blumenthal noted that there was great improvement on Lake H1-B. Mr. Kurth discussed the ongoing treatment efforts and stated the three connected lakes were the most problematic in the District and, despite the connectivity, other factors contribute to differences in water quality in connected lakes.

Mr. Long asked for sound abatement to be installed inside the new nanobubbler on Lake H1-B, to avoid noise complaints.

72 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2021-06,**
73 **Approving a Proposed Budget for Fiscal**
74 **Year 2021/2022 and Setting a Public**
75 **Hearing Thereon Pursuant to Florida Law;**
76 **Addressing Transmittal, Posting and**
77 **Publication Requirements; Addressing**
78 **Severability; and Providing an Effective**
79 **Date**
80

81 Mrs. Adams distributed a revised proposed Fiscal Year 2021/2022 budget and presented
82 Resolution 2021-06. Mr. Adams explained the annual budget preparation, deliberation, public
83 hearing and adoption process and reviewed the proposed Fiscal Year 2022 budget, highlighting
84 any line item increases, decreases and adjustments, compared to the Fiscal Year 2021 budget,
85 and explained the reasons for any adjustments.

86 Mr. Adams referred to Page 6 of the new version and explained that, after the agenda
87 package was shipped, the "Lake bank remediation" line item name was modified to "Lake bank
88 remediation/Dry Retention enhance" and the budgeted amount was increased from \$30,000 to
89 \$50,000, all of which is reflected in the new version.

90 Mr. Adams noted that the new version reflects a formula that was corrected which,
91 combined with the increase to "Lake bank remediation/Dry Retention enhance" line item,
92 resulted in an adjustment to the per unit Special Revenue Fund assessment amount. For those
93 within Pelican Sound, that assessment would be added to the \$129.41 General Fund
94 assessment.

95 Discussion ensued regarding the need for unassigned fund balance in addition to
96 working capital, the potential use of fund balance to reduce assessments and informing
97 residents about assessments.

98 Mr. Adams presented potential budgetary revisions to reduce the Pelican Sound Special
99 Revenue Fund assessment to \$869.24 and noted that, with the \$129.41 General Fund
100 assessment, the Pelican Sound total assessment would be just under \$1,000 per unit.

101 Mr. Schultz expressed concern that reducing "Contingencies" from \$125,000 to \$25,000
102 could lead to a shortfall, given the upcoming maintenance needs and the possibility of
103 additional maintenance and emergency repairs.

104 **▪ Consideration of Obtaining a Working Line of Credit:**

105 **This item was an addition to the agenda.**

106 Mr. Adams discussed the option of obtaining a working line of credit, which includes a
107 cost of borrowing and establishment. Once a working line of credit is established it is not
108 expensive to maintain. Mr. Pires stated that the line of credit could be established for
109 emergency purposes only.

110 Mr. Blumenthal asked why additional fund balance may be necessary. Mr. Adams stated
111 that general maintenance and basic infrastructure repairs have been occurring more frequently
112 and may become costly. Discussion ensued regarding the need to preserve fund balance,
113 reduction of working capital and the goal of keeping assessments as low as possible.

114 Mr. Adams recapped the modifications made to the proposed Fiscal Year 2022 budget,
115 as follows, and noted that changes could be made at future meetings; there were no changes to
116 the General Fund portion of the budget:

117 Page 6: "Lake bank remediation" was modified to "Lake bank remediation/Dry
118 Retention enhance" and the budgeted amount was increased from \$30,000 to \$50,000

119 Special Revenue Fund – Pelican Sound: Modified fund balance to reduce the per unit
120 assessment down to \$869.24 and "Total Revenues" reduced accordingly, down to "1,084,480

121 Mr. Adams stated a Term Letter would be included in the next agenda; the typical
122 amount for a line of credit is \$500,000.

123 Mr. Schultz asked for the cost to establish and maintain a line of credit, if there was a
124 benefit to designating an emergency use and whether a budget line item would be needed. Mr.
125 Adams estimated the cost to establish a line of credit would be \$5,000 to \$10,000 and about
126 \$1,500 to \$2,000 annually. He would present options for an operating line of credit versus an
127 emergency line of credit for the Board to consider. With approximately \$45,000 in unassigned
128 fund balance, there were sufficient funds to establish a line of credit.

129

130 **On MOTION by Mr. Blumenthal and seconded by Mr. Twombly, with all in**
131 **favor, Resolution 2021-06, Approving a Proposed Budget for Fiscal Year**
132 **2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law on**
133 **August 24, 2021 at 1:00 p.m., in the Sound Room at the River Club Conference**
134 **Center (Second Floor of Fitness Center), 4784 Pelican Sound Boulevard, Estero,**
135 **Florida 33928; Addressing Transmittal, Posting and Publication Requirements;**
136 **Addressing Severability; and Providing an Effective Date, was adopted.**

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On MOTION by Mr. Blumenthal and seconded by Mr. Gilman, with all in favor, authorizing Staff to obtain a Term Sheet for the purpose of obtaining a \$500,000 line of credit for emergency use purposes, for presentation and consideration at the next meeting, was approved.

FIFTH ORDER OF BUSINESS

**Presentation of Annual Quality Assurance
Audit: Lake Maintenance and Dry
Retention**

A. Memorandum: Lake Maintenance

Mrs. Adams presented the Quality Assurance Audit – Lake Maintenance; the tour was conducted on April 16 and May 3, 2021. Items were addressed as described in the Memorandum. In the opinion of Management, at the time of this Audit, these lakes were in compliance with the South Florida Water Management District (SFWMD) requirements.

B. Evaluation Sheets/Photos

These items were provided for informational purposes.

C. Memorandum: Dry Retention

Mrs. Adams presented the Quality Assurance Audit for Dry Retention. Based on the April 16, 2021 tour, it was determined that the Dry Retention vegetation planted in 2011 was overpopulated. Staff sent a Request for Proposals (RFP) to remove the overabundance of plant materials; specific areas of focus were identified, mapped and photographed. SOLitude Lake Management (SOLitude) submitted an estimate for approximately \$20,000, which was included in the proposed Fiscal Year 2022 budget. Formal proposals from SOLitude and Aquagenix would be presented for consideration, once received.

Mr. Blumenthal asked if canna lilies could be removed and sold to help defray the costs. Mrs. Adams stated SOLitude agreed to harvest and relocate canna lilies in Lake H1-B. This was rescheduled from May to June to coincide with the rainy season. Mrs. Adams would request that canna lilies be removed and relocated at “River 8, right of Tee”.

Mr. Schultz stated he believed that canna lilies would continue spreading unless measures are taken to inhibit growth.

D. Photos

These items were provided for informational purposes.

170 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2021-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date

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Mrs. Adams presented Resolution 2021-07.

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On MOTION by Mr. Mountford and seconded by Mr. Blumenthal, with all in favor, Resolution 2021-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date, was adopted.

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185 **SEVENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of April 30, 2021

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188 Mrs. Adams presented the Unaudited Financial Statements as of April 30, 2021. Mr.
189 Mountford referred to Page 2 of the budget and noted that \$61,690 was budgeted for the
190 General Fund "Fund balances – beginning Unassigned" but the Year to Date actuals were
191 \$72,533. He asked if that meant that, following the audit, an additional \$10,000 in revenues
192 was received. He referred to Page 4 and noted that \$191,868 was budgeted for the Special
193 Revenue Fund line item "Fund balances – beginning Unassigned" but the Year to Date actuals
194 were \$226,777. Mr. Adams stated he would research these questions.

195 Mr. Mountford asked when the annual audit would be received. Mr. Adams anticipated
196 that the audit would be presented at the next meeting.

197 The financials were accepted.

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199 **EIGHTH ORDER OF BUSINESS**

Consideration of April 27, 2021 Regular Meeting Minutes

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202 Mrs. Adams presented the April 27, 2021 Regular Meeting Minutes.

203 The following changes were made:

204 Line 94: Change "A Board Member" to "Eric Long"

205 Line 58: Insert "to" before "questions"

- 206 Line 62: Change “The season” to “Seasonality”
- 207 Line 64: Insert “of the issue” after “bottom”
- 208 Line 98: Change “Bank” to “Bay”
- 209 Lines 109 through 110: Insert “relating to the chemical injection for the irrigation” after
- 210 “units”
- 211 Line 192: Change “Blumenthal” to “Twombly”
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213 **On MOTION by Mr. Blumenthal and seconded by Mr. Twombly, with all in**
 214 **favor, the April 27, 2021 Regular Meeting Minutes, as amended, were**
 215 **approved.**

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- 218 • **Active Action and Agenda Items**
- 219 Items 11 and 13 were completed.
- 220 Items 3, 6, 7, 9 and 10 were discussed and the list was updated to reflect further action.
- 221 Mr. Schultz recalled a January email about erosion of the asphalt by the 20815 Pinehurst
- 222 Greens Drive curb. Mr. Krebs would inspect the curb that was replaced earlier this year.

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224 **NINTH ORDER OF BUSINESS** **Staff Reports**

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- 226 **A. District Counsel: *Woodward Pires & Lombardo, P.A.***
- 227 Mr. Pires stated he was monitoring pending legislation; updates would be provided
- 228 when signed into law.

- 229 • **Consideration of Proposed Revised Billing Rates, Fees, Expenses and Charges**
- 230 **Beginning October 1, 2021**

231 Mr. Pires presented the Woodward, Pires & Lombardo, P.A., Proposed Revised Billing

232 Rates, Fees, Expenses and Charges Beginning October 1, 2021. He stated that the rates had not

233 increased since he began representing the District many years ago and the proposed rates are

234 still below the rates charged to other Districts. Mr. Adams stated he did not believe a budgetary

235 adjustment would be necessary.

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On MOTION by Mr. Blumenthal and seconded by Mr. Gilman, with all in favor, the Woodward, Pires & Lombardo, P.A., Proposed Revised Billing Rates, Fees, Expenses and Charges Beginning October 1, 2021, was approved.

B. District Engineer: *Hole Montes, Inc.*

Mr. Krebs stated he would continue assisting Mr. Long.

Mr. Long provided an update for the Ad-hoc Committee addressing the multi-use path. Mr. Krebs assisted by reviewing plans for Pelican Sound Drive and Pelican Sound Boulevard; most of the improvements needed are on the biking side. The Committee has been assessing other paths and a meeting with the Village was scheduled for May 26, 2021 at 2:00 p.m., to determine the feasibility of paths on the north and south side of Pelican Sound Boulevard. A Committee report might be available for review by October. Further updates would be provided.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

I. Key Activity Dates

The Key Activity Dates list was provided for informational purposes.

II. NEXT MEETING DATE: June 22, 2021 at 1:00 P.M.

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the June 22, 2021 meeting.

TENTH ORDER OF BUSINESS

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

Mr. Long provided paver samples for Hammock Greens, Corkscrew and Pinehurst.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned at 2:20 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

RIVER RIDGE CDD
ACTIVE ACTION AND AGENDA ITEMS
From 05.25.21 Meeting – for 06.22.21 Agenda

1. **CONTINUING** **ACTION:** Speakers to identify themselves.

2. **CONTINUING** **AGENDA:** Traffic calming discussion. **As of 09.24.19** Mr. Childers to remind residents about 15 MPH zone, etc.

3. **ACTION/AGENDA 09.24.19** The work required on Corkscrew would be postponed until the spring. Repair of broken and tarred pavers would be scheduled in the meantime. **12.10.19** long-range plan is complete. **06.23.20** work was postponed until spring of 2021. **02.23.21** Mr. Krebs to request updated quotes and paver bids. **04.27.21** Revise Long Term Plan to include Phase II Paver Project. **05.25.21** The pavers may be delivered within 8 to 10 weeks and not the 16 weeks originally stated.

4. **ACTION** **06.23.20** Mrs. Adams to review Lake E8-A on a yearly basis specific to bank erosion concerns. **ONGOING**

5. **ACTION/AGENDA 10.27.20** Staff to implement and present a Maintenance Plan for the Dry Retention Areas to commence in the new fiscal year. **As of 2.23.2021** Staff to schedule review/inspection of dry retention areas (DRAs) during the month of April. **03.23.21** Inspection scheduled for 04.16.21. **04.27.21** Mrs. Adams preparing an Annual Maintenance event list to remove fallen trees and mow in increments in certain areas identified during inspection to present with proposals at the next meeting and include in next year’s proposed budget. **ONGOING**

6. **ACTION/AGENDA 12.8.20** Mrs. Adams to email EarthBalance regarding harvesting littoral plants and reimburse the District for those littorals removed. **01.26.21** SOLitude managing harvesting/removal of littorals in May specific to H1-B. **04.27.21** Report will be included in next month’s agenda package. SOLitude scheduled to mow area River #8 and schedule removal of Canna Lilly in May. **05.25.21** Harvesting and relocation of Canna Lilly rescheduled from May to June because rainy season had not yet begun. Mrs. Adams would request that Canna Lilly be removed and relocated at “River 8 right of Tee.” **ONGOING**

7. **ACTION** **01.26.21** Mr. Blumenthal to serve as Chair and formalize a Committee to study the feasibility of a multi-use path for walking, cycling and running. **2.23.21** Mr. Krebs to participate as required. **04.27.21** Mr. Blumenthal resigned as Chair of Committee. **05.25.21** This item would remain as an Action Item due to the need for Mr. Krebs’ continuing involvement. **ONGOING**

RIVER RIDGE CDD
ACTIVE ACTION AND AGENDA ITEMS
From 05.25.21 Meeting – for 06.22.21 Agenda

- 8. ACTION** **03.23.21** SOLitude to treat Lake H1-B for an aggressive algae bloom. **04.27.21** Mr. Kurth to notify of any relevant information and provide water analysis test results to Mrs. Adams to distribute to the Board before the next meeting. **ONGOING**
- 9. ACTION** **03.23.21** Mr. Long to paint a 24 inch stop bar to warn cart drivers to stop for vehicular traffic. **05.25.21** To be completed within the next month. **ONGOING**
- 10. ACTION** **03.23.21** Mr. Adams to amend the funding agreement with the Golf and River Club. **04.27.21** Staff to amend existing Funding Agreement to include Phase II Paver Project and extend due date to March 31, 2022. **05.25.21** Mr. Long to scan and email the signed Agreement to Staff. **ONGOING**
- 11. ACTION** **05.25.21** SOLitude Lake Technician to report nanobubbler malfunctions weekly. **ONGOING**
- 12. ACTION** **05.25.21** SOLitude to install sound abatement inside the nanobubbler on Lake H1-B. **ONGOING**
- 13. ACTION** **05.25.21** Staff to obtain a Term Sheet for the purpose of obtaining a \$500,000 line of credit for emergency use. **ONGOING**
- 14. ACTION** **05.25.21** Mr. Adams to research questions regarding Unaudited Financial Statements as of April 30, 2021. **ONGOING**
- 15. ACTION** **05.25.21** Mr. Krebs to inspect curb replaced earlier in the year at 20815 Pinehurst Greens Drive with reported asphalt erosion. **ONGOING**

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

11CI

RIVER RIDGE CDD

Key Activity Dates

Updated: June 2021

Description	Reference	Submit To	Due Date	MONTH/DATE
FPL and Outfall Ditch	SOP	N/A	Quarterly reviews and maintenance performed as required. Maintenance completed in May. Review and treatment will be scheduled in July.	Jan/May/July/Oct
Bubble-Up Structures located between Gleneagles/Golf Course within the Dry Detention	SOP	N/A	Quarterly reviews and maintenance performed as required. Maintenance completed in May. Review and treatment will be scheduled in July.	Jan/May/July/Oct
Street Sweeping @ 5 MPH	SOP	N/A	Weekly December 1 through February & 2 x's per week March thru April 31, Bi weekly remainder of the year. Street Sweeper provides their gate pass to the Foreman with each visit.	January thru December
Aeration Inspection Review and Reporting	SOP	N/A	Bi-Annual Inspection was completed on December 4, 2020. The first event for 2021 should be during the month of June.	June/December
Annual Letter to the Residents		All Residents as well as PSGRC Staff	Annual news letter to be distributed to all residents during the January/February time frame providing past projects & accomplishments as well as upcoming events. Board of Supervisors to provide information to District Staff in a timely manner in order to be included in the Newsletter. Newsletter are to be emailed to Pelican Sound GM, Meadows Representative and Mailed to Estero Property Owners Association only.	2/25/2022
NPDES Report Filing	SOP	N/A	As mandated, the District must participate in the National Pollutant Discharge Elimination System Program. It is designed to improve storm water quality through construction activity monitoring, periodic facility review and inspection, public education, etc.	10/1/2021 - Agenda Item - Presentation in October
Lake Littoral Plantings	SOP	N/A	Review of ponds for littoral supplemental planting during annual audit.	5/1/2022
Lake & Dry Retention Audit Report	SOP	N/A	Annual inspection and report of all District owned lakes & Dry Retention. Report includes review of specific items related to water quality, lake maintenance deficiencies, littoral plant health and population, structural integrity of lake banks and pipework, aerator operation and any unauthorized activities in or adjacent to the lakes.	5/1/2022
Dry Retention	SOP	N/A	Staff to implement and present a Maintenance Plan in Spring time frame to be included in the Long Range Plan of future projects.	5/1/2021
Lake Bank Remediation	SOP	N/A	Continue to monitor E8-C for future repairs.	4/1/2022

Certificate of District Registered Voters	190(3)(a)(d)	District receives annually from the local Supervisor of Elections	Due April 15th of each year and must be read into the record at a regularly scheduled meeting (no additional filing is required)	4/15/2022
Culvert/Interconnecting Drain Pipe Inspection and cleanout	SOP	N/A	Annual inspection and report of all District roadside catch basins, interconnect piping and outfall structures. This project was completed in April 2021. Note: Moving forward, this is to be a yearly agenda item for Board's consideration. As approved at the April Board meeting, proposal to clean 25% or more. Project commenced May 10th and is scheduled to be completed during the month of June.	April 2022 Inspection/Cleaning May 2022
Corkscrew Projects	SOP	N/A	Project to be scheduled in August 2021 - Pavers at Round-about. Approved at the April 27th Board meeting. Materials to take 10 to 12 weeks to obtain.	Aug-21
Road & Gutter Inspections	SOP	N/A	Annual Inspection to be completed by the District Engineer during the month of October.	Oct-21
Sidewalk & Line of Sight Inspections	SOP	N/A	Inspection completed in November 2020 by the PSGRC & by the District Engineer. Note: Sidewalk grinder to be rented @ a cost of \$750.00 per week as necessary.	January/May/November
(8) Tee Box Canna Lilly	SOP	N/A	Staff to mow Canna Lilly at this location on an annual basis as may be necessary at the end of rainy season.	11/1/2021
Annual Financial Report	190.008/218.32 & 39	Florida Department of Financial Services	45 days after the completion of the Annual Financial Audit but no more than 9 month's after the end of Fiscal Year.	6/1/2022
Proposed Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by June 15 each year. Long Range Capitol Improvements forecast to include landscape plans from the PSGRC.	6/15/2022
Assessment Roll Certification	Local County Requirement	Local County Tax Collector	For most counties, submission and certification of the annual assessment roll is due by September 15th of each year.	9/15/2021
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal year with an effective of October 1st thru September 30th	10/1/2021
Adopted Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by October 1st each year.	10/1/2021

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

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RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

*River Club Conference Center (upstairs above the Fitness Center)
4784 Pelican Sound Boulevard, Estero, Florida 33928*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME	ROOM
October 27, 2020	Regular Meeting	1:00 PM	Sound
Join Zoom Meeting: https://us02web.zoom.us/j/89481350560 Meeting ID: 894 8135 0560 Dial by your location: 1-929-205-6099 Meeting ID: 894 8135 0560			
November 17, 2020*	Regular Meeting	1:00 PM	Sound
December 8, 2020*	Regular Meeting	1:00 PM	Sound
January 26, 2021	Regular Meeting	1:00 PM	Sound
February 23, 2021	Regular Meeting	1:00 PM	Sound
March 23, 2021**	Regular Meeting	1:00 PM	Sound
April 27, 2021**	Regular Meeting	1:00 PM	Sound
May 25, 2021**	Regular Meeting	1:00 PM	Sound
June 22, 2021**	Regular Meeting	1:00 PM	Sound
July 27, 2021**	Regular Meeting	1:00 PM	Sound
August 24, 2021**	Public Hearing & Regular Meeting	1:00 PM	Sound
September 28, 2021**	Regular Meeting	1:00 PM	Sound

***Exceptions**

*November meeting is one week earlier to accommodate the Thanksgiving holiday.
December meeting is two weeks earlier to accommodate the Christmas holiday.*

**** Join Zoom Meeting: <https://us02web.zoom.us/j/88149819964> Meeting ID: 881 4981 9964 Dial by your location: 1-929-205-6099 Meeting ID: 881 4981 9964**