

RIVER RIDGE

COMMUNITY DEVELOPMENT DISTRICT

August 24, 2021

BOARD OF SUPERVISORS

PUBLIC HEARINGS AND

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

August 17, 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 multiple Public Hearings and a Regular Meeting on August 24, 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. Public Hearing on Adoption of Fiscal Year 2021/2022 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2021-09, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; Authorizing Budget Amendments; and Providing an Effective Date
4. Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2021/2022, Pursuant to Florida Law
 - A. Proof/Affidavit of Publication
 - B. Mailed Notice(s)
 - C. Consideration of Resolution 2021-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

5. Updates: SOLitude Lake Management
 - Status of Lake H1-B

6. Consideration of Resolution 2021-11, Authorizing the District to Issue its Not-to-Exceed \$500,000 Taxable Revolving Line of Credit Note to be Drawn Upon in the Event of a Disaster; Providing That Such Note Shall be Payable From Operation and Maintenance Special Assessments Upon Benefitted Properties in the District, FEMA Proceeds and State Proceeds as Provided Herein; Awarding the Note to Synovus Bank by Negotiated Sale; Authorizing the District to Enter Into a Line of Credit Agreement with Synovus Bank; Providing for the Rights, Security and Remedies for the Owner of Such Note; Providing for the Creation of Certain Funds; Making Certain Covenants and Agreements in Connection Therewith; Providing Severability; and Providing an Effective Date

7. Acceptance of Unaudited Financial Statements as of July 31, 2021

8. Consideration of June 22, 2021 Regular Meeting Minutes
 - Active Action and Agenda Items

9. Staff Reports
 - A. District Counsel: *Woodward Pires & Lombardo, P.A.*
 - Discussion: Memorandum Regarding Chapter 2021-194, Laws of Florida [2021 Legislation; CS/CS/CS/HB 53]; Requirements to Prepare and Submit: 1. Wastewater Management Needs Analysis; and 2. Stormwater Management Needs Analysis

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

 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - I. Key Activity Dates

 - II. NEXT MEETING DATE: September 28, 2021 at 1:00 P.M.

- QUORUM CHECK

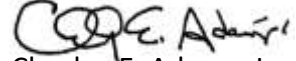
| | | | |
|--------------------|------------------------------------|--------------------------------|-----------------------------|
| James (Jim) Gilman | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| Bob Schultz | <input type="checkbox"/> IN PERSON | <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 |

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

11. Adjournment

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

Sincerely,

A handwritten signature in black ink that reads "C. E. Adams, Jr." with a stylized, cursive script.

Chesley E. Adams, Jr.

District Manager

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

3A

Publication Date
2021-08-09

Subcategory
Miscellaneous Notices

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING. The Board of Supervisors ("Board") of the River Ridge Community Development District ("District") will hold a public hearing on Tuesday, August 24, 2021 at 1:00 p.m., at the River Club Conference Center Sound Room, 4784 Pelican Sound Boulevard, Estero, Florida 33928 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("Fiscal Year 2021/2022"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010 ("District Manager's Office"), during normal business hours, or on the District's website at <https://riverridgecdd.net/>. The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. District Manager AD#4842045 Aug 9, 2021

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

3B

RESOLUTION 2021-09

THE ANNUAL APPROPRIATION RESOLUTION OF THE RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2021, submitted to the Board of Supervisors (“**Board**”) of the River Ridge Community Development District a proposed budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022 (“**Fiscal Year 2021/2022**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the District Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes (**“Adopted Budget”**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the River Ridge Community Development District for the Fiscal Year Ending September 30, 2022”.
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2021/2022, the sum of \$1,299,580 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

| | |
|--|--------------------|
| TOTAL GENERAL FUND | \$ 215,100 |
| SPECIAL REVENUE FUND – PELICAN SOUND PROGRAM | <u>\$1,084,480</u> |
| TOTAL ALL FUNDS | \$1,299,580 |

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2021/2022 or within 60 days following the end of Fiscal Year 2021/2022 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budgets under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 24th DAY OF AUGUST, 2021.

ATTEST:

**RIVER RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2021/2022 Budget

**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 | | | Total Actual & Projected Revenue & Expenditures | Proposed Budget FY 2022 |
|--|------------------------------|------------------------------|---------------------------------|--|-------------------------------|
| | Adopted Budget FY 2021 | Actual through 3/31/21 | Projected through 9/30/21 | | |
| 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 | <u>4,313</u> | <u>3,849</u> | <u>464</u> | <u>4,313</u> | <u>4,313</u> |
| Total Expenditures | <u>213,060</u> | <u>82,278</u> | <u>128,755</u> | <u>211,033</u> | <u>213,060</u> |
| | | | | | |
| 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 |
| | <u>1,725.3534</u> | | | | <u>223,281</u> |

**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 | | 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 |
|--------------------|--|--------------|

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

4A

The News-Press
media group
news-press.com A GANNETT COMPANY

RIVER RIDGE CDD
2300 GLADES RD STE 410 W
BOCA RATON, FL 33431

STATE OF WISCONSIN COUNTY OF BROWN:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE


In the Twentieth Judicial Circuit Court was published in said newspaper in the issues of:

8/2/2021

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 2nd day of August, 2021.

Legal Clerk



Notary Public State of Wisconsin County of Brown

1-7-28

My commission expires

Publication Cost: \$906.00
Ad No: GCI0698855
Customer No: RIVER RIDGE CDD
PO#: PUBLIC NOTICE

KATHLEEN ALLEN
Notary Public
State of Wisconsin

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2021/2022 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Upcoming Public Hearings and Regular Meeting

The Board of Supervisors ("Board") of the River Ridge Community Development District ("District") will hold the two (2) public hearings and a regular meeting on August 2, 2021 at 1:00 p.m. at the following date, time, and place:

DATE: August 24, 2021
 TIME: 1:00 PM
 River Club Conference Center Sound Room of the
 4784 Pelican Sound Boulevard
 Estero, Florida 33928

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2021, and ending September 30, 2022 ("Fiscal Year 2021/2022"). The second public hearing is being held pursuant to Chapters 170, 190 and 197, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2021/2022; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

| Land Use | ERUs | Proposed O&M Assessment (including collection costs / early payment discounts) |
|------------------------------------|----------|--|
| Pelican Sound GF Residential Unit | 1,299 | \$129.41 |
| The Meadows GF Residential Unit | 262 | \$129.41 |
| Commercial GF Unit | 164.3534 | \$129.41 |
| Pelican Sound SRF Residential Unit | 1,299 | \$869.24 |

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Lee County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2021/2022.

For Fiscal Year 2021/2022, the District intends to have the County tax collector collect the assessments imposed on certain developed property. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

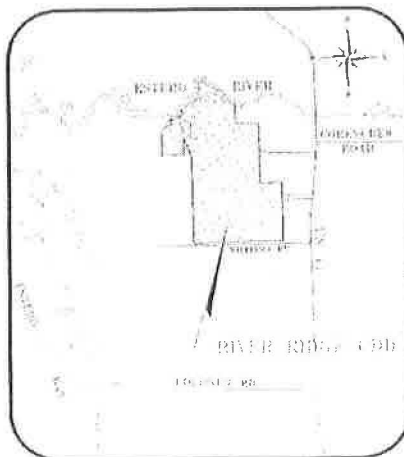
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-8910 ("District Manager's Office"), during normal business hours or on the District's website, <http://www.riverridgecd.com>. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members may participate by speaker telephone.

Any person requiring special accommodations at this hearing and meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty (20) days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

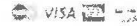
District Manager



Classifieds

TO ADVERTISE IN OUR
classifieds news-press.com

- Classifieds Phone: 239.325.0335
- Classifieds Email: Popliss@gannett.com
- Public Notices/Legal: Popliss@gannett.com



Any notices published on the classifieds page of this newspaper are subject to the following terms and conditions: The advertiser is responsible for the content of the notice. If the notice is found to be in violation of the law, the advertiser will be held liable for any and all consequences.

Estate Notices

IN THE COUNTY OF POLK COUNTY, FLORIDA
Public Notice
State of Florida

NOTICE TO CREDITORS

THE PROBATOR OF THE ESTATE OF **WALTER S. RICHMOND**, Deceased.

ALL PERSONS WHOSE CLAIMS AGAINST THE ESTATE OF WALTER S. RICHMOND, DECEASED, ARE KNOWN OR BELIEVED TO BE KNOWN, ARE HEREBY GIVEN NOTICE THAT THEY MUST FILE WITH ME A WRITTEN CLAIM AGAINST THE ESTATE OF WALTER S. RICHMOND, DECEASED, WITHIN THE TIME SPECIFIED IN THIS NOTICE. THE WRITTEN CLAIM MUST BE FILED WITH ME AT MY OFFICE, 200 SOUTH COLLETT AVENUE, SUITE 200, WINTER HAVEN, FLORIDA 33894, AND MUST BE ACCOMPANIED BY A VERIFICATION UNDER OATH OF THE CLAIMANT OR OF SOMEONE HAVING KNOWLEDGE OF THE CLAIM, AND BY A RECEIPT FROM THE PUBLIC TRUSTEE OF POLK COUNTY, FLORIDA, SHOWING THAT THE CLAIM HAS BEEN PAID IN FULL.

HEARINGS TO BE HELD: On the 21st day of August, 2021, at 10:00 AM, at the office of the Probator, 200 South Collett Avenue, Suite 200, Winter Haven, Florida 33894, for the purpose of receiving objections to the account of the executor of the estate of Walter S. Richmond, deceased, and for the purpose of receiving objections to the proposed distribution of the assets of the estate of Walter S. Richmond, deceased.

TESTAMENTARY EXECUTOR: **WALTER S. RICHMOND**, Deceased.

EXECUTOR: **WALTER S. RICHMOND**, Deceased.

CLERK OF THE PROBATE COURT: **WALTER S. RICHMOND**, Deceased.

Bids and Proposals

NOTICE TO BID

The City of Fort Pierce is accepting bids for the purchase of...

Legal Notices

LEGAL NOTICE

NOTICE TO CREDITORS...

Notice of Meetings

NOTICE OF MEETING

The Board of Directors will meet on...

Notice of Meetings

NOTICE OF MEETING

The Board of Directors will meet on...

Notice of Action

NOTICE OF ACTION

IN THE COUNTY OF POLK COUNTY, FLORIDA... **WALTER S. RICHMOND**, Deceased. **WALTER S. RICHMOND**, Deceased.

Legal Notices

LEGAL NOTICE

NOTICE TO CREDITORS...

Legal Notices

LEGAL NOTICE

NOTICE TO CREDITORS...

Notice of Meetings

NOTICE OF MEETING

The Board of Directors will meet on...

Notice of Meetings

NOTICE OF MEETING

The Board of Directors will meet on...

Legal Notices

LEGAL NOTICE

Legal Notices

LEGAL NOTICE

Legal Notices

LEGAL NOTICE

Legal Notices

LEGAL NOTICE

Notice of Public Hearing

NOTICE OF PUBLIC HEARING

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT

NOTICE TO CREDITORS

THE PROBATOR OF THE ESTATE OF **WALTER S. RICHMOND**, Deceased.

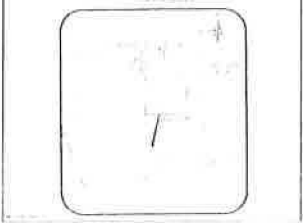
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EXECUTOR: **WALTER S. RICHMOND**, Deceased.

CLERK OF THE PROBATE COURT: **WALTER S. RICHMOND**, Deceased.



LEGAL NOTICE

NOTICE TO CREDITORS...

LEGAL NOTICE

NOTICE TO CREDITORS...



NOTICE OF PUBLIC HEARING

The Board of Directors will meet on...



**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

4B

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

Aug 04, 2021

THIS IS NOT A BILL - DO NOT PAY

XXX
XXX
XXX
XXX
XXX

By US Mail, First Class Delivery

Strap #:

*Re: River Ridge Community Development District
Notice of Hearing on Assessments to Property*

Dear Property Owner:

This letter is to provide you information about the River Ridge Community Development District ("District"), its services and upcoming events. As you may know, the District is a local unit of special-purpose government located in Lee County, Florida. The District provides certain types of infrastructure for the lands within the District including your property. You are receiving this notice because Lee County records indicate that you are a property owner within the District. The property you own that is the subject of this notice is identified by the Strap # listed above.

Please note that the District's Fiscal Year 2022 Budget, if approved as proposed, will result in the combined operations and maintenance assessment on your property increasing by no more than \$405.34 per Equivalent Residential Unit (ERU). For more information on your individual assessment amount, please refer to the other side of this page.

It is very important that you understand that this is NOT a new assessment. This assessment has been placed on your property in previous years and you have paid this assessment as part of your Lee County Property Tax bill.

Upcoming Public Hearings

The District will hold a public hearing on **August 24, 2021 at 1:00 p.m.**, at **River Club Conference Center (upstairs above the Fitness Center), 4784 Pelican Sound Boulevard, Estero, Florida 33928**. The purpose of the public hearing will be to consider the adoption of the District's budget and the determination and levy of special assessments to defray operations and maintenance expenses.

The District already imposes special assessments on your property, the purpose of which are to fund the District's general administrative and maintenance budget, water management, wetland management, aquascaping, landscaping, roadway, street lighting, and irrigation services.

The unit of measurement for this operations and maintenance assessment is the Equivalent Residential Unit (ERU). Our records indicate that you will be assessed for 1 ERU(s) for the property you own identified above

and the proposed operations and maintenance assessment for the property you own identified above will not exceed **\$998.65** (comprised of \$129.41 General Fund assessment and \$869.24 Pelican Sound Special Revenue Fund assessment), which compares to the current assessment for operations and maintenance in the amount of **\$593.31** (comprised of \$129.41 General Fund assessment and \$463.90 Pelican Sound Special Revenue Fund assessment).

It is important to note that the CDD continues to work hard to maintain or enhance the existing infrastructure and/or level of services for its residents. By Statute, the District is not allowed to reserve for replacement funding like homeowner or condo associations are allowed to do. Thus, the District must either utilize a “pay-as-you-go” funding approach or borrow funds necessary to pay to maintain or upgrade the existing infrastructure.

The primary reason for the proposed \$405.34 increase to your assessment level is that during Fiscal Year 2022 the District will be starting a multi-year capital reinvestment program utilizing the “pay-as-you-go” funding approach which is less expensive in the long run as debt service cost such as interest, loan origination and certain legal cost are avoided.

The projects being funded/scheduled for completion during Fiscal Year 2022 include replacement/upgrades to the community irrigation pump station (over 20 years old), installation of a community irrigation filtration system at the pump station as well as, installation of three strategically placed community irrigation treatment systems (to improve irrigation water quality and reduce clogging of sprinkler heads) and completion of the phase 2 paver project (which includes the Corkscrew round- about/Pinehurst entry as well as in front of Hammock Greens).

Work on several projects being funded/scheduled for completion during FY 2022 has already started in conjunction with an advance funding arrangement with the club to take advantage of contractor availability, pricing and minimal disruption due to the “off-season” population.

Please note that you have the right to appear at this public hearing and express any objections, suggestions or comments you may have. You may also file written objections within twenty (20) days of the date of this letter to the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or contact the District via telephone at (561) 571-0010 or toll-free: (877) 276-0889. By operation of law, the District’s assessments each year constitute a lien against your property located within the District just as do each year’s property taxes. It is important to pay your assessment since failure to pay will cause a tax certificate to be issued against the property which may result in loss of title. The public hearing may be continued to a date, time and place certain that will be announced at the hearing.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this hearing because of a disability or physical impairment should contact the District Manager at least five (5) days prior to the date of the hearing.

I hope this information is helpful. If you have any questions, please do not hesitate to contact my office. We look forward to your continued interest in the District.

Sincerely,



Chesley E. Adams, Jr.
District Manager

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

4C

RESOLUTION 2021-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2021/2022; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the River Ridge Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Lee County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"), attached hereto as **Exhibit A**; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2021/2022; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector

("Uniform Method"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit B**, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefits exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. Tax Roll Assessments.** The operation and maintenance special assessments and previously levied debt service special assessments shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits A and B**.
- B. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The District's Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified to the County Tax Collector and shall be collected by

the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the River Ridge Community Development District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the River Ridge Community Development District.

PASSED AND ADOPTED this 24th day of August, 2021.

ATTEST:

**RIVER RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Exhibit A: Budget

Exhibit B: Assessment Roll

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

6

RESOLUTION NO 2021-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE DISTRICT TO ISSUE ITS NOT-TO-EXCEED \$500,000 TAXABLE REVOLVING LINE OF CREDIT NOTE TO BE DRAWN UPON IN THE EVENT OF A DISASTER; PROVIDING THAT SUCH NOTE SHALL BE PAYABLE FROM OPERATION AND MAINTENANCE SPECIAL ASSESSMENTS UPON BENEFITTED PROPERTIES IN THE DISTRICT, FEMA PROCEEDS AND STATE PROCEEDS AS PROVIDED HEREIN; AWARDING THE NOTE TO SYNOVUS BANK BY NEGOTIATED SALE; AUTHORIZING THE DISTRICT TO ENTER INTO A LINE OF CREDIT AGREEMENT WITH SYNOVUS BANK; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES FOR THE OWNER OF SUCH NOTE; PROVIDING FOR THE CREATION OF CERTAIN FUNDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH;; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the River Ridge Community Development District (the "District") has determined that it is appropriate and necessary for the District to have access to a revolving line of credit in the event of a catastrophic event (the "Line of Credit"), to be evidenced by a taxable promissory note of the District (the "Note"); and

WHEREAS, Synovus Bank has submitted a Term Sheet to the District dated June 3, 2021, to provide such Line of Credit and purchase such Note, which is attached hereto as Exhibit "A" (the "Term Sheet"); and

WHEREAS, the acceptance of Term Sheet is in the best interest of the District; and

WHEREAS, the District desires to approve the form of the line of credit agreement pursuant to which the Line of Credit will be provided.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT THAT:

Section 1. Incorporation of Recitals

The recitals set forth are true and correct and form a part of this Resolution.

Section 2. Authority

This Resolution is adopted pursuant to the provisions of Chapter 190, Florida Statutes, the Enabling Ordinance (as defined herein) and other applicable provisions of law (collectively, the "Act").

Section 3. Definitions

The following words and phrases shall have the following meanings when used herein:

"Chair" means the Chair or Vice Chair of the District's Board of Supervisors.

“Costs of the Project” means with respect to the Project, all items of cost authorized by the Act, including the costs of issuance of the Note.

“Disaster” means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by Lee County, the Governor of the State, or the President of the United States.

“District” means the independent special district known as the River Ridge Community Development District, created in accordance with the provisions of the Act, or its successor.

“Enabling Ordinance” means Ordinance No. 96-02, enacted by the Lee County Board of County Commissioners on February 7, 1996, as amended by Ordinance No. 98-07, enacted by the Lee County Board of County Commissioners on April 14, 1998.

“FEMA” means the Federal Emergency Management Agency.

“FEMA Proceeds” means all amounts received by the District from FEMA for Costs of the Project.

“Lender” means Synovus Bank and its successors and assigns.

“Line of Credit Agreement” means the Line of Credit Agreement between the District and the Lender authorized by Section 5 hereof.

“Note” means the District’s Taxable Revolving Line of Credit Note authorized by Section 4 hereof.

“Owner” or “Owners” means the Person or Persons in whose name or names the Note shall be registered on the books of the District kept for that purpose in accordance with provisions of this Resolution.

“Person” or “Persons” means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

“Pledged Funds” means Pledged Revenues and, until applied in accordance with the terms of the Line of Credit Agreement, all moneys, including investments thereof, in the funds and accounts established thereunder.

“Pledged Revenues” means the (i) Special Assessments, (ii) FEMA Proceeds and State Proceeds, (iii) the proceeds of any additional debt issued by the District to refinance the Note. and (iv) the amounts on deposit in the funds created under the Line of Credit Agreement.

“Project” means expenditures for extraordinary, nonrecurring items the District desires or needs to undertake subsequent to and as a result of a Disaster, and costs related thereto.

“Resolution” means this Resolution, pursuant to which the Note is authorized to be issued, including any resolution or resolutions supplemental hereto.

“Secretary” means the Secretary or any Assistant Secretary of the District.

“Special Assessments” means the operation and maintenance special assessments levied by the District on all of the assessable real property in the District in accordance with the Act.

“State” means the State of Florida.

“State Proceeds” means all amounts received by the District from the State or any agency or division thereof for Costs of the Project.

Section 4. Authorization and Description of Note

Subject and pursuant to the provisions of this Resolution, an obligation of the District is hereby authorized to be issued in the principal amount not to exceed \$500,000.00 for the purpose of providing funds, together with other available funds of the District, to pay the costs of the Project and to pay closing costs. Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an award of the Note by negotiated sale, it is in the best interest of the District to award the Note to the Lender by negotiated sale in substantial accordance with the Term Sheet; provided, however, that the provisions of this Resolution and the Line of Credit shall control to the extent of any conflict with the Term Sheet.

The Note shall be dated the date of its execution and delivery and shall be in an amount not to exceed \$500,000, as shall be set forth in the final Line of Credit Agreement, the approval of such amount to be conclusively evidenced by the Chair’s execution of the Line of Credit Agreement. The Note shall bear interest from such date as set forth in the Line of Credit Agreement (subject to adjustment as provided in the Note), and shall mature not later than two (2) years from the date of its issuance (subject to extension as provided in the Line of Credit Agreement). The principal of the Note shall be payable at the maturity thereof, and shall have such other terms and provisions and shall be in substantially the form of the Note attached as Exhibit “A” to the Line of Credit Agreement, together with such changes as shall be approved by the Chair, such approval to be conclusively evidenced by the execution thereof by the Chair. The Note shall be executed on behalf of the District with the manual signature of the Chair and attested by the manual signature of the Secretary and the said Chair and Secretary are hereby authorized to respectively execute and attest the Note on behalf of the District.

Prior to the issuance of the Note the District shall receive from the Lender a disclosure statement containing the information required by Section 218.385, Florida Statutes.

Section 5. Line of Credit Agreement

Notwithstanding any other provision hereof, the Note shall not be issued nor shall the District be obligated to issue the same nor shall the Lender be obligated to purchase the same, unless and until the District and the Lender shall execute the Line of Credit Agreement in substantially the form attached hereto as Exhibit “B,” together with such changes as shall be approved by the Chair, such approval to be conclusively evidenced by the execution thereof by the Chair. The Line of Credit Agreement shall be executed on behalf of the District with the manual signature of the Chair, attested with the seal of the District and by the manual signature of the Secretary.

Section 6. Limited Obligation. The Note, when delivered by the District pursuant to the terms hereof and of the Line of Credit Agreement, shall not be or constitute a general obligation or indebtedness of the District, Lee County, Florida or the State, or any political subdivision thereof, within the meaning of any Constitutional, statutory or other limitation of indebtedness, but shall be a special obligation of the District payable solely from the Pledged Revenues as herein, in the Note and in the Line of Credit Agreement provided. Any agreements or representations herein or contained in the Note or the Line of Credit Agreement do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the District, and in the event of a breach of any agreement, covenant, or representation, no personal or pecuniary liability or charge payable directly or indirectly from any revenues of the District other than the Pledged Revenues shall arise therefrom. No Owner shall ever have the right to compel the exercise of the taxing power of the District to pay the Note or the interest thereon, or to make any other payments provided for in this Resolution, or be entitled to payment of such principal and interest from any funds other than those pledged herein for such purpose. The Note shall not constitute a lien upon any of the facilities of the District.

Section 7. Note Secured by Lien on Pledged Revenues. The Note shall be secured by, and the District hereby grants to the Owner to secure payment of the Note, a lien upon and pledge of the Pledged Revenues, as more particularly described in the Line of Credit Agreement. The District promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein.

Section 8. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note without the written consent of the Owner.

Section 9. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the District and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the District and the Owner.

Section 10. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 11. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 12. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 13. Authorizations. The Chair, the Secretary and any other Supervisor, and such other officials and employees of the District as may be designated by the Chair are each designated as agents of the District in connection with the issuance and delivery of the Note and are authorized and

empowered, collectively or individually, to take all action and steps and to execute the Line of Credit Agreement and all other instruments, documents, and contracts on behalf of the District that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a meeting of the Board of Supervisors on the 24th day of August, 2021.

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Secretary, Board of Supervisors

EXHIBIT "A"

TERM SHEET FROM LENDER

EXHIBIT "B"

LINE OF CREDIT AGREEMENT

LINE OF CREDIT AGREEMENT

This LINE OF CREDIT AGREEMENT (this “Agreement”) is made and entered into as of August 26, 2021 and is by and between the River Ridge Community Development District, an independent special district organized pursuant to and in accordance with Chapter 190, Florida, and its successors and assigns (the “District”), and Synovus Bank, and its successors and assigns as holder of the hereinafter defined Note (the “Lender”);

WHEREAS, the Board of Supervisors of the District did, on August 24, 2021 adopt its Resolution No. 2021-__ (the “Resolution”) authorizing, among other things, the issuance of a Taxable Revolving Line of Credit Note (the “Note”) of the District in the principal amount not to exceed \$500,000.00 for the purpose of financing the herein described Project; and

WHEREAS, the District hereby determines that it is desirable and in the best interest of the District to enter into this Agreement whereby the Lender will make a line of credit available to the District (the “Line of Credit”) to pay the costs of the Project from time to time; and

WHEREAS, the obligation of the District to repay advances on such Line of Credit shall be evidenced by the delivery of the Note to the Lender; and

WHEREAS, the Note shall be issued pursuant to the terms and provisions of the Resolution and this Agreement; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by the Resolution.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions. The words and terms used in this Agreement shall have the meanings as set forth in the Resolution and in the recitals above, unless otherwise defined herein. Unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

“Act” means Chapter 190, Florida Statutes, the Enabling Ordinance, and other applicable provisions of law.

“Additional Debt” means any obligation described in Section 6.01 hereof.

“Agreement” means this Line of Credit Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Annual Budget” means the annual budget for the District for each Fiscal Year in accordance with Section 3.01(j) below and in accordance with the laws of the State of Florida.

“Annual Debt Service Requirement” means for a given Fiscal Year the aggregate amount required to pay the principal and interest coming due on the Note and any Additional Debt during that Fiscal Year.

“Authorized Depository” means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the District as a depository, which is authorized under Florida law to be a depository of municipal funds and which has qualified with all applicable state and federal requirements concerning the receipt of District funds.

“Bond Counsel” means counsel experienced in matters relating to the validity of, and the exclusion from gross income for federal income tax purposes of interest on, obligations of states and their political subdivisions.

“Business Day” means any day other than a Saturday, Sunday or day on which banking institutions within Lee County, Florida are authorized or required by law to remain closed.

“Chair” means the Chair or Vice Chair of the Governing Body.

“Chief Financial Officer” means the chief financial officer of the District as defined in Section 218.403, Florida Statutes.

“Costs of the Project” means with respect to the Project, all items of cost authorized by the Act, including the costs of issuance of the Note.

“Dated Date” means the date of issuance of the Note.

“Default Rate” shall mean the lesser of (a) five (5) percentage points in excess of the Prime Rate, or (b) the maximum interest rate allowed by law.

“Disaster” means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by Lee County, the Governor of the State, or the President of the United States.

“Debt Service Fund” means the fund of that name established pursuant to Section 5.03 hereof.

“District” means the independent special district known as the River Ridge Community Development District, created in accordance with the provisions of the Act, or its successor.

“Enabling Ordinance” means Ordinance No. 96-02, enacted by the Lee County Board of County Commissioners on February 7, 1996, as amended by Ordinance No. 98-07, enacted by the Lee County Board of County Commissioners on April 14, 1998.

“Event of Default” shall mean an event of default specified in Article VII of this Agreement.

“FEMA” means the Federal Emergency Management Agency.

“FEMA Proceeds” means all amounts received by the District from FEMA for Costs of the Project.

“Final Draw Date” means that date which is one (1) year after the date of issuance of the Note by the District, unless the Final Draw Date is extended pursuant to Section 5.09 hereof.

“Fiscal Year” means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the District pursuant to general law.

“Governing Body” means the Board of Supervisors of the District, or its successor in function.

“Governmental Authority” shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Holder” means the registered owner (or its authorized representatives) of the Note from time to time, initially the Lender.

“Lender” means Synovus Bank and its successors and assigns.

“Note Rate” means a fixed rate equal to 2.25% per annum; provided, however, that upon the occurrence of an Event of Default the Note Rate shall immediately and automatically become the Default Rate until such Event of Default is cured.

“Loan” means the outstanding principal amount of the Note issued hereunder.

“Line of Credit Documents” means this Agreement, the Note, the Resolution and all other documents, agreements, certificates, schedules, notes, statements, and opinions, however

described, referenced herein or executed or delivered pursuant hereto or in connection with or arising with the Line of Credit or the transaction contemplated by this Agreement.

“Maturity Date” means that date which is two (2) years after the date of issuance of the Note by the District, unless the Maturity Date is extended pursuant to Section 5.09 hereof.

“Note” means the District’s Taxable Revolving Line of Credit Note, authorized to be issued hereunder in an aggregate principal amount not to exceed of \$500,000.

“Person” means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

“Pledged Funds” means Pledged Revenues and, until applied in accordance with the terms of this Agreement, all moneys, including investments thereof, in the funds and accounts established hereunder.

“Pledged Revenues” means (i) the Special Assessments, (ii) the FEMA Proceeds and the State Proceeds, and (iii) proceeds of any additional debt issued by the District to refinance the Note.

“Prime Rate” shall mean the rate published from time to time in The Wall Street Journal as the “U.S. Prime Rate” or, in the event The Wall Street Journal ceases to be published, goes on strike, is otherwise not published or ceases publication of “U.S. Prime Rate,” the base, reference or other rate then designated by the Lender, in its sole discretion, for general commercial loan reference. The U.S. Prime Rate is not necessarily the lowest or best rate of interest offered by the Lender to any borrower or class of borrower.

“Project” means expenditures for extraordinary, nonrecurring items the District desires or needs to undertake subsequent to and as a result of a Disaster, and costs related thereto.

“Project Fund” means the fund of that name established pursuant to Section 5.03 hereof.

“Resolution” means Resolution 2021-___, adopted by the Governing Body on August 24, 2021, pursuant to which the Note is authorized to be issued, including any resolution or resolutions supplemental hereto.

“Secretary” means the Secretary or any Assistant Secretary of the District.

“Special Assessments” means the operation and maintenance special assessments levied by the District on all of the assessable real property in the District in accordance with the Act.

“State” means the State of Florida.

“State Proceeds” means all amounts received by the District from the State or any agency or division thereof for Costs of the Project.

Section 1.02. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

ARTICLE II

REPRESENTATIONS OF DISTRICT

The District represents and warrants to the Lender that:

Section 2.01. Powers of District. The District is an independent special district organized and existing under the Act. The District has the power to borrow the amount provided for in this Agreement, to execute and deliver the Line of Credit Documents, to secure the Note in the manner contemplated hereby, and to perform and observe all the terms and conditions of the Note and this Agreement on its part to be performed and observed. The District may lawfully issue the Note in order to obtain funds to finance the Project.

Section 2.02. Authorization of Line of Credit. The District has, had or will have, as the case may be, full legal right, power, and authority to adopt the Note Resolution and to execute and deliver this Agreement, to issue, sell, and deliver the Note to the Lender, and to carry out and consummate all other transactions contemplated hereby and by the Line of Credit Documents, and the District has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The District, by the Note Resolution, has duly authorized the borrowing of the amount provided for in this Agreement, the execution and delivery of this Agreement, and the making and delivery of the Note to the Lender, and to that end the District warrants that it will take all action and will do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Note. The District has duly adopted the Note Resolution and authorized the execution, delivery, and performance of the Note and the Agreement and the taking of any and all other such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Line of Credit Documents. The Note will, when issued, be duly authorized, executed, issued and delivered to the Lender and

will constitute a legal, valid and binding obligation of the District enforceable in accordance with its terms and the terms of the Note Resolution, and will be entitled to the benefits and security of the Note Resolution and this Agreement. All approvals, consents, and orders of and filings with any Governmental Authority or agency which would constitute a condition precedent to the issuance of the Note or the execution and delivery of or the performance by the District of its obligations under the Line of Credit Documents have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect.

Section 2.03. Agreements. The making and performing by the District of this Agreement will not violate any provision of the Act, or any ordinance or resolution of the District, or any regulation, order or decree of any court, and will not result in a breach of any of the terms of any agreement or instrument to which the District is a party or by which the District is bound. The Line of Credit Documents constitute (or will constitute, in the case of the Note) legal, valid and binding obligations of the District enforceable in accordance with their respective terms.

Section 2.04. Litigation, Etc. There are no actions or proceedings pending against the District or affecting the District or, to the knowledge of the District, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the District, or which question the validity of this Agreement, the Note or any of the other Line of Credit Documents or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby. The District is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound.

Section 2.05 General Financial Information.

(a) The financial information regarding the District furnished to the Lender by the District in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the District from that presented in such information.

(b) The District shall adopt an annual budget as required by law. The District shall provide the Owner of the Note with a copy of its annual operating budget for each fiscal year not later than forty five (45) days after the commencement thereof. The budget shall specifically detail the Special Assessments and any other special assessments to be levied by the District with respect to such fiscal year. The District covenants that, so long as the Note shall remain unpaid, it will appropriate in its annual budget, by amendment, if required, amounts from Special Assessments sufficient to pay the principal of and interest on the Note when due. In the event that the amount previously budgeted for such purpose is at any time insufficient to pay such principal of 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.

(c) The District shall cause an audit to be completed of its books and accounts and shall furnish to the Owner 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

selected pursuant to Florida law to the effect that such audit has been conducted in accordance with generally accepted accounting 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 such 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, and shall be prepared in accordance with Chapter 10.550 of the rules of the Florida Auditor General or the provisions of any successor statute or rule governing Florida local government entity audits.

(d) The District will also provide the Lender with any financial information the Lender shall reasonably request.

ARTICLE III

COVENANTS OF THE DISTRICT

Section 3.01 Certain Affirmative Covenants. The District covenants, for so long as the Note is outstanding and unpaid or any duty or obligation of the District hereunder or under the Note remains unpaid or unperformed, as follows:

(a) The District shall duly and punctually pay the principal of the Note and the interest thereon at the dates and place and in the manner provided herein and in the Note according to the true intent and meaning thereof.

(b) Proceeds from the Note will be used only to pay Costs of the Project.

(c) The District shall within ten (10) days after it acquires knowledge thereof, notify the Lender in writing 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 Lender 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.

(d) The District will take all reasonable legal action within its control in order to maintain its existence as a community development district pursuant to the Act until all amounts due and owing from the District to the Lender under the Note have been paid in full, and shall not voluntarily alter its boundaries or dissolve.

(e) The District agrees that any and all records of the District with respect to the Project and/or the Letter of Credit Documents shall be open to inspection by the Lender or its representatives at all reasonable times at the offices of the District.

(f) In the event the Note or this Agreement should be subject to the excise tax on documents, the District shall pay such taxes or reimburse the Lender for any such taxes paid by it.

Section 3.02 Certain Negative Covenants. The District covenants, for so long as any of the principal amount of or interest on the Note is outstanding and unpaid or any obligations of the District under any of the Letter of Credit Documents remain unpaid or unperformed, that:

(a) The District shall not take any action impairing the authority thereby or hereby given with respect to the issuance and payment of the Note.

(b) The District shall not pledge or encumber the Pledged Funds except pursuant to or as permitted by this Agreement.

(c) The District shall not alter, amend or repeal the proceedings pursuant to which the Special Assessments are levied and collected, or any action impairing the authority thereby or hereby given with respect to the levy, collection and pledge of the Special Assessments or the payment of the Note, without the prior written approval of the Lender.

(d) The District shall not loan money or make advances or other extensions of credit to other Persons.

Section 3.03. Lender Fees and Expenses. The District hereby agrees to pay the fees and expenses of counsel to the Lender in connection with the issuance of the Note in the amount of \$9,000.00 said amount to be due and payable upon the issuance of the Note. In addition, the District agrees to pay at closing the Lender's loan commitment fee of \$1,250.00 (25 basis points).

Section 3.04. Miscellaneous Covenants and Representations.

(a) The District shall not dispose of any of its assets other than in the ordinary course of business.

(b) The District shall promptly inform the Lender 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 which, if determined adversely to the District would adversely affect the security for the payment of the Note.

(c) The District shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated community development districts of the State and shall upon the request of the Lender, provide evidence of such coverage to the Lender.

(d) The District is in compliance with and shall comply with all applicable federal, state and local laws and regulatory requirements.

(e) The District shall not incur any other indebtedness payable from the Special Assessments, without the Lender's written consent, which consent may be withheld or conditioned in the Lender's sole discretion, regardless of whether such obligation or debt is superior to, on a parity with or subordinate to the Note. Notwithstanding the foregoing, the District shall not be precluded from incurring indebtedness to finance projects that are necessary for health, safety or welfare reasons or to remediate a natural or man-made disaster.

(f) All improvements of the District are and will be owned by the District or by another political subdivision of the State and all such improvements shall be available for use by the general public on the same basis, subject only to conditions imposed by the District or another political subdivision of the State as may be necessary to protect the health, safety and general welfare of the District and its inhabitants, visitors, property owners and workers or to protect such improvements from damage, misuse or destruction. The District shall observe and perform all of the terms and conditions of the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the improvements. The District shall levy, in addition to the Special Assessments, assessments as shall be necessary to provide for the maintenance of the improvements.

Section 3.03. Registration and Exchange of Notes; Persons Treated as Owners. So long as the Note shall remain unpaid, the District will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books. The District will transfer the registration of a Note upon written request of the Lender specifying the name, address and taxpayer identification number of the transferee.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Note shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

Section 3.05. Payment of Principal and Interest. The District promises that it will promptly pay the principal of, interest on and any other amounts due under the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof, provided that the principal of, interest on and any other amounts due under the Note is payable from and secured solely by the Pledged Funds, and nothing in the Note or this Agreement shall be construed as pledging any other funds or assets of the District to such payment or as authorizing such payment to be made from any other source.

In order to secure the payment of the principal of and interest on the Note the District in the Resolution has pledged and does hereby pledge and grant a lien on the Special Assessments to the Owner.

The Note shall also be payable from and secured by the FEMA Proceeds and the State Proceeds and the funds and accounts created by this Agreement, all in the manner and to the extent herein and in the Note provided. The District covenants to apply for such FEMA Proceeds and State Proceeds as the District reasonably believes it is eligible to repay draws on the Note, and shall provide evidence of such application to the Lender. The District covenants to apply all FEMA Proceeds and State Proceeds to the repayment of the Note within ten (10) days of the District's receipt thereof. The District further covenants to take all action necessary for the District to remain qualified to apply for and receive the FEMA Proceeds and State Proceeds.

Section 3.06. Redemption. The District shall be entitled to prepay the Note prior to maturity in whole or in part, without penalty or premium, in the manner and subject to the conditions set forth in the form of Note attached as Exhibit "A" hereto.

Section 3.07. Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that interest shall continue to accrue until the payment is actually received by the Lender.

Section 3.08. Officers and Employees of the District Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the Governing Body, or any officer, agent or employee, as such, of the District past, present or future, it being expressly understood (a) that the obligation of the District under this Agreement and the Note is solely a corporate one, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Governing Body, or the officers, agents, or employees, as such, of the District, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such member of the Governing Body, and every officer, agent, or employee, as such, of the District under or by reason of the obligations, covenants or agreements contained in this Agreement, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the District.

Section 3.09. Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the District shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Holder furnishing the District proof of ownership thereof and complying with such other reasonable regulations and conditions as the District may prescribe and paying such expenses as the District may incur. The Note so surrendered, stolen or lost shall be canceled.

Section 3.10. Special Assessments.

The District will annually determine the amount of the Special Assessments necessary to pay the principal of and interest on the Note in accordance with the Act, and will separately identify such amount in its annual operating budget for each fiscal year.

The District represent that it has levied the Special Assessments for the District fiscal year beginning October 1, 2021, and covenants that it will cause the Special Assessments to be levied and collected each year, commencing with the District's fiscal year beginning October 1, 2021, pursuant to the method provided for in Section 197.3632 and 197.3635, Florida Statutes, in such amounts as shall produce an amount at least sufficient to pay the principal of and interest on the Note as the same becomes due and payable, in addition to all other expenses payable out of the Special Assessments, and including amounts sufficient to cover any shortfall in Special Assessments from prior fiscal. The District represents to the Lender that the District has taken all steps legally necessary to have been taken as of the date of issuance of the Note in order to impose the Special Assessments and the District shall take all steps within its power as shall in the future be legally necessary to impose the Special Assessments in such amount. The District covenants that if any of the Special Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make any such assessment when it might have done so, the District covenants that it will take all necessary steps to cause new Special Assessments to be made in the manner provided by law and in any case any such second Special Assessment or an initial Special Assessment for one that shall have been omitted, shall either in whole or in part be annulled, vacated or set aside, or be unenforceable or uncollectible by reason of defect or irregularity, the District shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

Section 3.11. Special Assessment Records. The District shall maintain records with respect to the Special Assessments which shall be updated as Special Assessments are collected. The records shall detail Special 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 Lender by June 10 of each year, and if there are any delinquent Special Assessments, the District will provide the Lender with another report, by September 1 of such year, updating the information in said report. Also, commencing with the District's fiscal year beginning October 1, 2021, the District shall provide the Lender with a copy of the certified assessment roll detailing the Special Assessments to be imposed for such fiscal year, within thirty (30) days of the date such roll becomes available. Upon the occurrence of any Event of Default, the District will, upon request of the Lender, engage the services of a consultant acceptable to the Bank to assist the District in levying the Special Assessments until such time as the Event of Default is cured.

ARTICLE IV

CONDITIONS OF LENDING

Section 4.01. Conditions of Lending. The obligations of the Lender to lend hereunder are subject to the following conditions precedent:

- (a) Representations and Warranties. The representations and warranties set forth in the Line of Credit Documents are and shall be true and correct to the best of the District's knowledge on and as of the date hereof.
- (b) No Default. On the date hereof and on the date of issuance of the Note the District shall be in compliance with all the terms and provisions set forth in the Line of Credit 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) Supporting Documents. On or prior to the date hereof, the Lender shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Lender (such satisfaction to be evidenced by the purchase of the Note by the Lender):
 - (i) The opinion of the attorney for the District, regarding the due authorization, execution, delivery, validity and enforceability of this Agreement and the Note (when and if issued), the District's power to incur the debt evidenced by the Note and to secure such debt with a pledge of and lien on the Pledged Funds, the due adoption of the Resolution, and the absence of material litigation;
 - (ii) The opinion of Bond Counsel to the effect that the Note (when and if issued) and this Agreement are or will be valid obligations of the District, enforceable against the District in accordance with their terms; and
 - (iii) Such additional supporting documents as the Lender may reasonably request.

ARTICLE V

THE LINE OF CREDIT; DISTRICT'S OBLIGATION; DESCRIPTION AND PAYMENT TERMS

Section 5.01 Procedure for Making Draws on the Note.

- (a) Draw Limitations. The total principal amount outstanding on the Note shall never exceed \$500,000. Each draw on the Note shall be at least \$25,000. Draws

made be made beginning of the date of issuance of the Note and continuing until the Final Draw Date.

(b) Conditions to Draws. Prior to each draw on the Note, the District shall provide the Lender with a Draw Certificate of the District in the form attached hereto as Exhibit “B,” including any required attachments or exhibits. The Draw Certificate shall be signed by either the Chair, the District Manager or he Chief Financial Officer of the District. Draw requests shall be addressed to the Lender as follows, or to such other address as the Lender may provide to the District in writing:

Synovus Bank
2325 Vanderbilt Beach Rd.
Naples, FL 34109
Attn; Jim Mitchell, Senior Director, Government Banking Solutions
jimmitchell@synovus.com

(c) Repayment of Draws. Each draw shall be repaid no later than the Maturity Date.

(d) Reborrowing. The District shall be permitted to reborrow amounts that have been drawn and repaid, so long as an Event of Default has not occurred that has not been cured. No reborrowing shall have the effect of extending the Maturity Date.

(e) Honor of Draw Request. The Lender will review each draw request to satisfy itself that the proceeds of the draw will be used for a purpose permitted hereunder. Assuming that to be the case, the Lender will honor each draw request within three (3) Business Days of receipt thereof.

Section 5.02. Description and Payment Terms of the Note. To evidence the obligation of the District to repay draws made hereunder, the District shall issue and deliver to the Lender the Note in the form attached hereto as Exhibit “A.” The Note shall bear interest at the Note Rate. Payments of accrued interest shall be due and payable in arrears on the 1st day of each month after the Note is issued. All principal shall be due and payable on the Maturity Date, unless paid earlier in accordance with the provisions hereof and thereof.

Section 5.03. Funds and Accounts. There are hereby created the following funds and accounts to be known as: the “Debt Service Fund” and the “Project Fund.” Such funds and accounts shall constitute trust funds for the purposes therein and herein provided until the Note has been paid in full, shall be delivered to and held by the Chief Financial Officer (or an Authorized Depository designated by the Chief Financial Officer), in each case who shall act as trustee of such funds for the purposes thereof and hereof, shall be subject to a lien and charge in favor of the Holder from time to time of the Note, and shall at all times be kept separate and distinct from all other funds of the District and used only as therein and herein provided.

Section 5.04. Application of Revenues.

(a) On or before 12:00 Noon on the last Business Day prior to each date on which principal of or interest on the Note is due, the District shall deposit into the Debt Service Fund an amount of Pledged Revenues at least equal to the principal of and interest on the Note due on such date.

(b) The District shall pay out of the Debt Service Fund to the Lender (i) on or before each interest payment date for the Note, the amount required for the interest payable on such date; and (ii) on or before the Maturity Date, the amount of principal payable on such date.

Section 5.05. Project Fund.

(a) The proceeds from the sale of the Note shall be deposited from time to time into the Project Fund and there may be paid into the Project Fund, at the option of the District, any moneys received for or in connection with the Project by the District from any other source.

(b) Amounts in the Project Fund shall be applied by the District to pay the Costs of the Project.

(c) Upon the completion of the Project, the balance in the Project Fund in excess of the amount, if any, to be retained therein for payment of any remaining cost of the Project shall be deposited in the Debt Service Fund and applied to the prepayment of the Note at the earliest date permissible under the terms of this Agreement.

(d) Until the completion of the Project, any earnings from moneys held in the Project Fund shall be retained in the Project Fund.

Section 5.06. Accounting for Funds. For the purposes of this Agreement, each fund created hereunder shall be a series of self-balancing accounts within the book of accounts of the District and shall connote a segregation of accounts, which will support special purpose disclosure reports, not to be construed as a separate set of books of accounts.

For the purpose of investing or reinvesting, the District may commingle moneys in the funds created and established hereunder in order to achieve greater investment income; provided that the District shall separately account for the amounts so commingled. The amounts required to be accounted for in each of the funds designated herein may be deposited in a single bank account provided that adequate accounting procedures are maintained to reflect and control the restricted allocations of the amounts on deposit therein for the various purposes of such funds as herein provided. The designation and establishment of funds by this Agreement shall not be construed to require the establishment of any completely independent funds but rather is intended solely to constitute an allocation of certain revenues and assets of the District for certain

purposes and to establish certain priorities for application of certain revenues and assets as herein provided.

Section 5.07. Investments. Moneys in the Funds created hereunder shall be held in depositary accounts with one or more “authorized depositaries,” and invested pursuant to written instructions of the District, in investments in which the District is permitted to invest under applicable law. All such investments shall be made so as to insure that the investments mature or otherwise come due no later than one (1) Business Day prior to the date on which the moneys are needed for payment of debt service on the Note. All interest income derived from the investment of amounts on deposit in the Funds created hereunder shall be retained in such Fund. Provided, that so long as the Lender is the Owner of the Note, the Debt Service Fund and the Project Fund shall be maintained at the Lender.

Section 5.08. Auto-Debit. At all times while this Agreement is in effect, payments from the Debt Service Fund will be set up on an “auto-debit basis,” which will automatically be debited by the Lender from a predesignated account of the District maintained with the Lender for the interest and principal payments on the Note when due; provided, however, that the payment obligations of the District shall only be satisfied upon receipt by the Lender of such amounts owed.

Section 5.09. Request by the District for Extension of Maturity Date or Final Draw Date.

(a) Not later than ninety (90) days prior to the Maturity Date, the District may by written notice to the Lender request that the Lender extend the Maturity Date. The Maturity Date shall not be extended for more than two (2) years at a time. Failure of the Lender to provide a written response to the District within thirty (30) days after receipt of such request shall be deemed a rejection by the Lender of such request. If the Lender agrees to extend the Maturity Date, the District shall, except as otherwise agreed to in writing by the Lender, be deemed to have made the representations and warranties contained herein on and as of the date on which the Note is extended. In no event shall the Maturity Date be extended to a date that is more than five (5) years from the date of initial issuance of the Note.

(b) Not later than ninety (90) days prior to the Final Draw Date, the District may by written notice to the Lender request that the Lender extend the Final Draw Date. The Final Draw Date shall not be extended beyond the Maturity Date (as it may be extended). Failure of the Lender to provide a written response to the District within thirty (30) days after receipt of such request shall be deemed a rejection by the Lender of such request. If the Lender agrees to extend the Final Draw Date, the District shall, except as otherwise agreed to in writing by the Lender, be deemed to have made the representations and warranties contained herein on and as of the date on which the Final Draw Date is extended.

(c) The Lender’s decision of whether to agree to extend the Maturity Date or the Final Draw Date shall be in the Lender’s sole discretion, shall be subject to such additional terms

and conditions as the Lender may impose, and may further be subject to such fees as the Lender may determine to charge.

ARTICLE VI

ADDITIONAL DEBT

Section 6.01. Issuance of Additional Debt. The District will not issue or incur additional debt, or borrow additional moneys, without the written consent of the Lender, except for debt to finance projects that are necessary for the health, safety or welfare of the residents of the District or to remediate a Disaster.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. General. 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 when the same become due and payable, whether by maturity, by acceleration at the discretion of the Lender as provided for in Section 7.02, or otherwise; or
- (b) The District shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, other than a term or covenant a default in the performance of which or noncompliance with which is dealt with in Section 7.01(a) or (c) through (h) hereof, which default or non-compliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the District by the Lender; or (ii) the Lender is notified of such noncompliance or should have been so notified pursuant to the provisions of Section 3.01(b) of this Agreement, whichever is earlier; or
- (c) Any representation or warranty made in writing by or on behalf of the District in any Line of Credit 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 sixty (60) 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 Lender or any other subsidiary or affiliate of the Lender; 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.

Section 7.02. Effect of Event of Default. Following the occurrence of any Event of Default described in Section 7.02(a) above (a “Monetary Default”), the Lender may declare all obligations of the District under the Line of Credit Documents to be immediately due and payable without further action of any kind and upon such declaration the Note and the interest accrued thereon shall become immediately due and payable. In addition, and regardless whether such declaration is or is not made, the Lender may also seek enforcement of and exercise all remedies available to it under the Resolution, the Act and any other applicable law.

Should the District default in any obligation created by this Agreement or the Note, the Lender may, in addition to any other remedies set forth in this Agreement or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted or contained in this Agreement, and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the District or by any officer thereof. Upon an Event of Default, the Lender may recover from the District all expenses incurred including without limitation reasonable attorney’s fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder, or under the Note or other Line of Credit Documents shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 8.02. Amendments; Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except by written instrument between the Lender and the District. The District agrees to pay all of the Lender's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the District's request or behest.

Section 8.03. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 8.04. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 8.05. Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the District in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Note is outstanding.

Section 8.06. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to:

If to Lender:

Synovus Bank
1148 Broadway
Columbus, GA 31901
Attn: Loan Operations

with a copy to:

Synovus Bank
2325 Vanderbilt Beach Rd.
Naples, FL 34109
Attn; Jim Mitchell, Senior Director, Government
Banking Solutions
jimmitchell@synovus.com

If to District:

River Ridge Community Development District
c/ o District Manager
Wrathell , Hunt & Associates
9220 Bonita Beach Rd., #214
Bonita Springs, FL 34135

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Section 8.06.

Section 8.07 Applicable Law. This Agreement shall be construed pursuant to and governed by the substantive laws of the State, with venue in any judicial proceeding in Lee County, Florida.

Section 8.08 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The District shall have no rights to assign any of their rights or obligations hereunder without the prior written consent of the Lender, which consent may be withheld or conditioned in the Lender's sole discretion.

Section 8.09. Conflict. In the event any conflict arises between the terms of this Agreement and the terms of any other Line of Credit Document, the terms of this Agreement shall govern in all instances of such conflict.

Section 8.10. No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 8.11 Attorneys Fees. To the extent legally permissible, the District and the Lender agree that in any suit, action or proceeding brought in connection with this Agreement, the Note, or the Resolution (including any appeal(s)), the prevailing party shall be entitled to recover costs and reasonable attorneys' fees from the other party.

Section 8.12. Entire Agreement. Except as otherwise expressly provided, this Agreement and the other Line of Credit Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 8.13. Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 8.14. Waiver of Jury Trial. THE DISTRICT AND THE LENDER EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON OR ARISING OUT OF THE LINE OF CREDIT DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENT OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO THE LINE OF CREDIT DOCUMENTS.

Section 8.15 Primary Banking Relationship. As long as the Lender is an Authorized Depository and this Agreement is in effect, the District shall maintain its primary banking relationship with the Lender.

Section 8.16. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of the Note), the District acknowledges and agrees, that: (a) (i) the District has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the District is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Note, (iii) the Lender is not acting as a municipal advisor or financial advisor to the District, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the District with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the District on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the District or any other person and (ii) the Lender has no obligation to the District, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Note; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the District, and the Lender has no obligation to disclose any of such interests to the District. This Agreement and the Note are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*, to the extent that such rules apply to the transactions contemplated hereunder.

Section 8.17. Marketing. The District acknowledges and agrees that the Lender shall be permitted to use information related to the Note in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo of the Lender or other identifying name

on marketing materials or of “tombstone” advertisements in publications of lender’s choice at Lender’s expense.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date of first set forth above.

RIVER RIDGE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Robert Schultz, Chair
Board of Supervisors

Attest by: _____
Chesley E. Adams, Jr.
Secretary, Board of Supervisors

[SEAL]

SYNOVUS BANK

By: _____
Jim Mitchell, Senior Director
Government Banking Solutions

EXHIBIT A

REGISTERED
No. R- 1

REGISTERED
Not to exceed
\$500,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT
TAXABLE REVOLVING LINE OF CREDIT NOTE

Interest Rate:

2.25%

Maturity Date:

August 26, 2023

Dated Date:

August 26, 2021

REGISTERED OWNER:

SYNOVUS BANK

MAXIMUM PRINCIPAL AMOUNT:

FIVE HUNDRED THOUSAND DOLLARS
(\$500,000)

KNOW ALL MEN BY THESE PRESENTS, that the River Ridge Community Development District, Florida, an independent special district created pursuant to Chapter 190, Florida Statutes (hereinafter called the "District") for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives, but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the interest rate per annum set forth herein (the "Note Rate"), until the entire Principal Amount has been repaid. Principal of and interest on this Note will be paid by bank wire, check, draft or bank transfer delivered to the Registered Owner hereof at such address as may be provided in writing by the Registered Owner to the District no later than the close of business on the fifth Business Day (as defined in the hereinafter described Agreement), next preceding each interest payment date (the "Record Date"). This Note shall bear interest at the Interest Rate set forth above; provided, however, that upon the occurrence of an Event of Default (as defined in the Agreement), the Note Rate shall immediately and automatically become the Default Rate (as defined in the Agreement) until such Event of Default is cured.). Interest shall be calculated on the basis of a 360 day year consisting of twelve (12) thirty (30) day months.

Payments of accrued interest hereon, based on the amount drawn by the District from time to time pursuant to the Line of Credit Agreement between the District and Synovus Bank (the "Lender") dated August 26, 2021 (the "Agreement"), will be payable monthly on the 1st Business Day of each month, beginning October 1, 2021, and on the Maturity Date. Payments of

principal will be due on the Maturity Date, based on the amount drawn hereon by the District from time to time. All payments by the District pursuant to this Note shall apply first to accrued interest, then to other charges due to the Owner, and the balance thereof shall apply to the principal sum due.

Each date when principal and/or interest on this Note is due is a "Payment Date." If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the next Business Day.

Upon the occurrence of a Monetary Default (as defined in the Agreement), the Holder may declare the entire outstanding balance due hereon to be immediately due and payable, and in any such acceleration the District shall also be obligated to pay all costs of collection and enforcement thereof, including such fees as may be incurred on appeal or incurred in any bankruptcy or insolvency proceeding.

In addition, if any payment due to the Holder is more than fifteen (15) days overdue, a late charge equal to six percent (6%) of the overdue payment shall be assessed.

This Note is issued in the aggregate principal amount not to exceed \$500,000 to pay the Costs of the Project (as defined in the Agreement), pursuant to the authority of and in full compliance with the Act (as defined in the Agreement), Resolution No. 2021- __, adopted by the Board of Supervisors of the District on August 24, 2021 (the "Resolution"), and the Agreement, and is subject to all the terms and conditions of the Agreement. All terms, conditions and provisions of the Agreement are by this reference thereto incorporated herein as a part of this Note. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Line of Credit Agreement.

This Note and the interest hereon are payable from and secured solely by a pledge of and lien on the Pledged Funds, in the manner and to the extent in the Agreement provided. Reference is hereby made to the Agreement for the provisions, among others, relating to the terms, lien and security of the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Holder of the Note, and the extent of and limitations on the District's rights, duties and obligations, to all of which provisions the Holder hereof for himself and his successors in interest assents by acceptance of this Note. Notwithstanding any other provision of this Note, the District is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than the Pledged Funds. No Owner of this Note shall have any right to resort to legal or equitable action to require or compel the District to levy and collect any tax or to keep any tax in force, or to use any tax, if levied and collected, to pay principal, interest or premium on this Note.

THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE MONEYS AND

SOURCES PLEDGED THEREFOR. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE DISTRICT, LEE COUNTY, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

Notwithstanding the foregoing, in no event shall the interest rate payable on this Note in any year exceed the maximum rate permitted by law.

This Note shall be subject to redemption in whole or in part on any date at the option of the District, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon.

This Note shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Agreement.

The principal amount of this Note may be prepaid, in whole or in part at any time without premium or penalty. Once repaid, the principal of this Note may be reborrowed.

It is further agreed between the District and the Holder of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any tangible personal property of or in the District, but the Note shall only be secured by the Pledged Funds, in the manner and to the extent provided in the Agreement. Neither the members of the governing body of the District nor any person executing the Note shall be liable personally on the Note by reason of its issuance.

This Note shall not require delivery for prepayment or principal installment payment.

This Note may be assigned by the owner of this Note, or any assignee or successor-in-interest thereto. Such assignment shall only be effective, and the District obligated to pay such assignee, upon delivery to the Secretary at the notice address set forth in the Agreement (or such future address as may serve as the address of the District of a written instrument or instruments of assignment in the form provided herein, duly executed by the owner of this Note or by his attorney-in-fact or legal representative and notarized, containing written instructions as to the details of assignment of this Note, along with the social security number or federal employer identification number of such assignee. In all cases of an assignment of this Note the District shall at the earliest practical time in accordance with the provisions of the Agreement enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Secretary of the District no later than the close of business on the Record Date in order to carry the right to receive the interest and principal payment due on the next succeeding Payment Date. The District may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Note to which it relates. The District may charge the registered owner of the

Note for the registration of every such assignment of the Note an amount sufficient to reimburse it for any tax, fee or any other governmental charge required to be paid, except for any such governmental charge imposed by the District, with respect to the registration of such assignment, and may require that such amounts be paid before any such assignment of the Note shall be effective.

THE REGISTERED OWNER, BY ITS ACCEPTANCE OF THIS NOTE, AND THE DISTRICT, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE NOTE, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE RESOLUTION OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the River Ridge Community Development District has caused this Note to be executed in its name by the manual signature of the Chair of its Board of Supervisors, and attested by the manual signature of its Secretary and its corporate seal or a facsimile thereof affixed hereto, all as of this ____ day of August, 2021.

RIVER RIDGE COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Chair, Board of Supervisors

Attest by: _____
Secretary

[SEAL]

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the District for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particular, or any change whatever.

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION
NUMBER OF ASSIGNEE

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

- TEN COM – as tenants in common
- TEN ENT – as tenants by the entireties
- JT TEN – as joint tenants with the right of survivorship and not as tenants in common
- UNIFORM TRANS MIN ACT - _____ Custodian for _____ (Cust.) (Minor) under Uniform Transfers to Minors Act of _____ (State).

Additional abbreviations may also be used though not in the above list.

Name and address of assignee for payment and notice purposes

| | |
|---------------|----------------|
| Notice: _____ | Payment: _____ |
| _____ | _____ |
| _____ | _____ |

Date: _____

Assignee: _____

By: _____

Title: _____

DRAW CERTIFICATE

The undersigned officer of the River Ridge Community Development District (the “District”) DOES HEREBY CERTIFY THAT:

1. This certificate is being provided to Synovus Bank (the “Lender”) in accordance with Resolution No. 2021-___, adopted by the District on August 24, 2021 (the “Resolution”) and Section 5.01 of that certain Line of Credit Agreement dated August 26, 2021 between the District and the Lender (the “Agreement”), in order to permit the District to make a draw on its Note dated August 26, 2021 (the “Note”), which Note has been issued in the principal amount not to exceed \$500,000 (the “Note”).

2. The District hereby requests a draw on the Note in the amount of \$_____. The proceeds of this draw will be used to pay Costs of the Project (as defined in the Agreement).

3. The District is, on the date of this certificate, existing and in good standing as an independent special district of the State of Florida, and as such has all requisite power and authority to issue debt and to carry on its business as now being conducted.

4. As of the date of this certificate, the undersigned is the duly elected and serving [Chair of the Board of Supervisors] [District Manager] [Chief Financial Officer] (circle one) of the District as such is authorized to execute this certificate on behalf of the District.

5. No Event of Default has occurred under the Agreement and no event has occurred and is continuing under the provisions of the Agreement which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default thereunder.

6. To the best knowledge of the undersigned, the District is not in violation of any existing law, court or administrative regulation, decree or order and is not in default in the performance of any material obligations to be performed by the District under any agreement, indenture, lease or other instrument to which the District is subject or by which it or any of its assets are bound, which would materially adversely affect the ability of the District to comply with the terms of the Agreement.

7. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the knowledge of the undersigned, threatened against or affecting the District, (a) restraining or enjoining the issuance or delivery of the Note; (b) contesting or questioning in any way the terms and provisions of the Agreement or the Note; or (c) in any manner questioning the proceedings and authority under which the Note was issued or affecting the validity of the same or the security therefore, or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Agreement or would materially affect the ability of the District to comply with the terms of the Agreement or the Note.

8. Neither the existence of the District nor the title of the present officials or members to their respective offices are being contested and no authority or proceedings for the issuance of the Note have been modified, repealed, revoked or rescinded.

9. The District has duly performed all of its obligations under the Agreement. All representations and warranties of the District contained in the Agreement are true and correct as of the date hereof as if made on this date.

10. The undersigned does not, and to the best knowledge of the undersigned no member of the Governing Body of the District has or holds any employment or contractual relationship with the Lender, except as fully and fairly disclosed in compliance with the provisions of Section 112.31 43, Florida Statutes.

11. There has been no material adverse change in the financial position of the District, as presented in its most recent financial audit, since the date of such audit. All of the financial information provided by the District to the Lender is accurate and correct as of the date hereof.

WITNESS my hand and the corporate seal of the District this ____ day of _____.

RIVER RIDGE COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

[SEAL]

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

7

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2021**

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2021**

| | General Fund | Special Revenue Fund | Total Governmental Funds |
|------------------------------------|-------------------|----------------------------|--------------------------------|
| ASSETS | | | |
| Cash | | | |
| SunTrust | | | |
| Operating | \$ 155,620 | \$ - | \$ 155,620 |
| Loan account 2019 | - | 75,316 | 75,316 |
| SRF - Pelican Sound | - | 218,313 | 218,313 |
| Florida Community Bank | | | |
| Note reserve 2016 | - | 10,000 | 10,000 |
| Note reserve 2019 | - | 10,000 | 10,000 |
| Total assets | <u>\$ 155,620</u> | <u>\$ 313,629</u> | <u>\$ 469,249</u> |
| LIABILITIES | | | |
| Liabilities | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</u> |
| Total liabilities | <u>-</u> | <u>-</u> | <u>-</u> |
| FUND BALANCE | | | |
| Unassigned | <u>155,620</u> | <u>313,629</u> | <u>469,249</u> |
| Total fund balance | <u>155,620</u> | <u>313,629</u> | <u>469,249</u> |
| Total liabilities and fund balance | <u>\$ 155,620</u> | <u>\$ 313,629</u> | <u>\$ 469,249</u> |

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GENERAL FUND
FOR THE PERIOD ENDED JULY 31, 2021**

| | Current Month | Year to Date | Budget | % of Budget |
|--------------------------------------|------------------|-----------------|----------------|----------------|
| REVENUES | | | | |
| Assessment levy | \$ 769 | \$ 216,741 | \$ 214,350 | 101% |
| Interest & miscellaneous | 2 | 19 | 750 | 3% |
| Total revenues | <u>771</u> | <u>216,760</u> | <u>215,100</u> | 101% |
| EXPENDITURES | | | | |
| Administrative | | | | |
| Supervisors | - | 9,488 | 10,918 | 87% |
| Management/accounting | 4,284 | 42,840 | 51,408 | 83% |
| Audit | - | 4,544 | 7,100 | 64% |
| Special assessment preparation | - | 6,500 | 6,500 | 100% |
| Legal fees | 1,509 | 7,636 | 10,000 | 76% |
| Engineering | 875 | 7,535 | 10,000 | 75% |
| NPDES reporting filing | 1,150 | 6,110 | 13,000 | 47% |
| Telephone | 33 | 333 | 400 | 83% |
| Postage | 132 | 1,043 | 1,000 | 104% |
| Insurance | - | 6,733 | 7,100 | 95% |
| Printing & binding | 62 | 625 | 750 | 83% |
| Legal advertising | - | 687 | 1,000 | 69% |
| Contingencies | 25 | 303 | 3,880 | 8% |
| Subscriptions & memberships | - | 175 | 175 | 100% |
| Website maintenance | - | 705 | 705 | 100% |
| ADA website compliance | - | - | 210 | 0% |
| Property taxes | - | 9 | - | N/A |
| Total administrative | <u>8,070</u> | <u>95,266</u> | <u>124,146</u> | 77% |
| Field services | | | | |
| Other contractual - field management | | | | |
| Q & A | 217 | 2,168 | 2,601 | 83% |
| Contingencies | - | - | 1,000 | 0% |
| Other contractual | 7,174 | 30,513 | 40,000 | 76% |
| Street lighting | 293 | 2,606 | 4,500 | 58% |
| Plant replacement | - | - | 4,000 | 0% |
| Street sweeping | - | - | 10,000 | 0% |
| Roadway repairs | - | - | 2,500 | 0% |
| Aquascaping | - | 6,720 | 20,000 | 34% |
| Total field services | <u>7,684</u> | <u>42,007</u> | <u>84,601</u> | 50% |

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GENERAL FUND
FOR THE PERIOD ENDED JULY 31, 2021**

| | <u>Current Month</u> | <u>Year to Date</u> | <u>Budget</u> | <u>% of Budget</u> |
|--------------------------------|--------------------------|-------------------------|------------------|------------------------|
| Other fees and charges | | | | |
| Property appraiser | - | 1,571 | 1,725 | 91% |
| Tax collector | - | 2,278 | 2,588 | 88% |
| Total other fees and charges | - | 3,849 | 4,313 | 89% |
| Subtotal expenditures: general | <u>15,754</u> | <u>141,122</u> | <u>213,060</u> | 66% |
| Net change in fund balances | (14,983) | 75,638 | 2,040 | |
| Fund balances - beginning | | | | |
| Unassigned | 170,603 | 79,982 | 59,650 | |
| Fund balances - ending | | | | |
| Unassigned | 155,620 | 155,620 | 61,690 | |
| Fund balances - ending | <u>\$ 155,620</u> | <u>\$ 155,620</u> | <u>\$ 61,690</u> | |

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES:
SPECIAL REVENUE FUND - PELICAN SOUND PROGRAM
FOR THE PERIOD ENDED JULY 31, 2021**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy: Pelican Sound | \$ 2,075 | \$ 578,668 | \$ 578,500 | 100% |
| Interest & miscellaneous: Pelican Sound | 3 | 33 | 500 | 7% |
| Total revenues | <u>2,078</u> | <u>578,701</u> | <u>579,000</u> | 100% |
| EXPENDITURES | | | | |
| Professional services | | | | |
| Audit | - | 2,556 | 3,400 | 75% |
| Legal | - | - | 5,000 | 0% |
| Engineering | 1,395 | 12,797 | 20,000 | 64% |
| Contingencies | 47 | 427 | 600 | 71% |
| Total professional services | <u>1,442</u> | <u>15,780</u> | <u>29,000</u> | 54% |
| Other contractual | | | | |
| Field management | 417 | 4,167 | 5,000 | 83% |
| Lake/wetland | 15,918 | 88,664 | 95,000 | 93% |
| Drainage pipe annual inspection and cleaning | 46,300 | 93,250 | 35,000 | 266% |
| Drainage pipe | - | 15,700 | - | N/A |
| Lake bank remediation | - | 5,345 | 30,000 | 18% |
| 2019 Note - Capital outlay | - | 89,966 | 90,000 | 100% |
| Capital outlay - phase 2 pavers | - | - | 15,000 | 0% |
| 2017 Note - Roadway resurfacing | - | 126,608 | 140,000 | 90% |
| Roadway RM/traffic calming | - | 38,921 | 15,000 | 259% |
| Contingencies | - | 6,000 | 125,000 | 0% |
| Total other contractual | <u>62,635</u> | <u>468,621</u> | <u>550,000</u> | 85% |
| Net change in fund balances | (61,999) | 94,300 | - | |
| Fund balances - beginning | | | | |
| Unassigned | 375,628 | 219,329 | 191,868 | |
| Fund balances - ending | | | | |
| Unassigned | 313,629 | 313,629 | 191,868 | |
| Fund balances - ending | <u>\$ 313,629</u> | <u>\$ 313,629</u> | <u>\$ 191,868</u> | |

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
CHECK REGISTER
JULY 2021**

10:07 AM

08/16/21

River Ridge CDD
Check Register
 July 2021

| Type | Num | Date | Name | Account | Paid Amount | Original Amount |
|------------------------|-------------|-------------------|---|---|-------------|------------------|
| Bill Pmt -Check | CBI | 07/09/2021 | F P L | 151.002 · Suntrust Operating Account | | -292.83 |
| Bill | 5569... | 07/08/2021 | | 538.431 · Street Lighting | -292.83 | 292.83 |
| TOTAL | | | | | -292.83 | 292.83 |
| Bill Pmt -Check | CBI | 07/09/2021 | FEDEX | 151.002 · Suntrust Operating Account | | -131.59 |
| Bill | 7-419... | 07/08/2021 | | 519.410 · Postage | -7.37 | 7.37 |
| Bill | 7-411... | 07/08/2021 | | 519.410 · Postage | -124.22 | 124.22 |
| TOTAL | | | | | -131.59 | 131.59 |
| Bill Pmt -Check | 6014 | 07/14/2021 | LAZS LAWN SERVICE INC. | 151.002 · Suntrust Operating Account | | -7,173.60 |
| Bill | 4059 | 07/13/2021 | | 538.340 · Other Contractual Services | -1,606.60 | 1,606.60 |
| Bill | 3928 | 07/13/2021 | | 538.340 · Other Contractual Services | -5,567.00 | 5,567.00 |
| TOTAL | | | | | -7,173.60 | 7,173.60 |
| Bill Pmt -Check | 6015 | 07/09/2021 | HOLE MONTES, INC. | 151.002 · Suntrust Operating Account | | -875.00 |
| Bill | 85655 | 07/08/2021 | | 519.320 · Engineering | -337.28 | 875.00 |
| | | | | 519.320 · Engineering | -537.72 | 1,395.00 |
| TOTAL | | | | | -875.00 | 2,270.00 |
| Bill Pmt -Check | 6016 | 07/09/2021 | JOHNSON ENGINEERING, INC. | 151.002 · Suntrust Operating Account | | -1,150.00 |
| Bill | 2004... | 07/08/2021 | | 538.300 · NPDES Program | -1,150.00 | 1,150.00 |
| TOTAL | | | | | -1,150.00 | 1,150.00 |
| Bill Pmt -Check | 6017 | 07/09/2021 | WOODWARD, PIRES AND LOMBARDO. P.A. | 151.002 · Suntrust Operating Account | | -1,509.50 |
| Bill | 16925 | 07/08/2021 | | 514.310 · Legal Fees | -1,509.50 | 1,509.50 |
| TOTAL | | | | | -1,509.50 | 1,509.50 |
| Bill Pmt -Check | 6018 | 07/09/2021 | WRATHELL, HUNT AND ASSOCIATES, LLC | 151.002 · Suntrust Operating Account | | -4,596.58 |
| Bill | 2019-... | 07/08/2021 | | 513.311 · Management | -3,927.93 | 4,284.00 |
| | | | | 519.411 · Telephone | -30.56 | 33.33 |
| | | | | 519.470 · Printing and Binding | -57.31 | 62.50 |

10:07 AM

08/16/21

**River Ridge CDD
Check Register
July 2021**

| Type | Num | Date | Name | Account | Paid Amount | Original Amount |
|------------------------|-------------|-------------------|--|---|-------------|-------------------|
| | | | | 539.020 · Field Management | -382.04 | 416.67 |
| | | | | 538.336 · Q & A | -198.74 | 216.75 |
| TOTAL | | | | | -4,596.58 | 5,013.25 |
| Bill Pmt -Check | 6019 | 07/09/2021 | BENTLEY ELECTRIC CO. | 151.003 · SRF - Pelican Sound | | -1,020.00 |
| Bill | 2021-... | 07/08/2021 | | 539.021 · Lake/Wetland | -1,020.00 | 1,020.00 |
| TOTAL | | | | | -1,020.00 | 1,020.00 |
| Bill Pmt -Check | 6020 | 07/09/2021 | HOLE MONTES, INC. | 151.003 · SRF - Pelican Sound | | -1,395.00 |
| Bill | 85655 | 07/08/2021 | | 519.320 · Engineering | -537.72 | 875.00 |
| | | | | 519.320 · Engineering | -857.28 | 1,395.00 |
| TOTAL | | | | | -1,395.00 | 2,270.00 |
| Bill Pmt -Check | 6021 | 07/09/2021 | M.R.I. UNDERWATER SPECIALISTS, INC. | 151.003 · SRF - Pelican Sound | | -11,575.00 |
| Bill | 3378 | 07/08/2021 | | 539.022 · Drainage Pipe Annual Inspection | -11,575.00 | 11,575.00 |
| TOTAL | | | | | -11,575.00 | 11,575.00 |
| Bill Pmt -Check | 6022 | 07/09/2021 | SOLITUDE LAKE MANAGEMENT | 151.003 · SRF - Pelican Sound | | -14,898.00 |
| Bill | PI-A0... | 07/08/2021 | | 539.021 · Lake/Wetland | -7,449.00 | 7,449.00 |
| Bill | PI-A0... | 07/08/2021 | | 539.021 · Lake/Wetland | -7,449.00 | 7,449.00 |
| TOTAL | | | | | -14,898.00 | 14,898.00 |
| Bill Pmt -Check | 6023 | 07/09/2021 | WRATHELL, HUNT AND ASSOCIATES, LLC | 151.003 · SRF - Pelican Sound | | -416.67 |
| Bill | 2019-... | 07/08/2021 | | 513.311 · Management | -356.07 | 4,284.00 |
| | | | | 519.411 · Telephone | -2.77 | 33.33 |
| | | | | 519.470 · Printing and Binding | -5.19 | 62.50 |
| | | | | 539.020 · Field Management | -34.63 | 416.67 |
| | | | | 538.336 · Q & A | -18.01 | 216.75 |
| TOTAL | | | | | -416.67 | 5,013.25 |
| Bill Pmt -Check | 6024 | 07/20/2021 | M.R.I. UNDERWATER SPECIALISTS, INC. | 151.003 · SRF - Pelican Sound | | -34,725.00 |
| Bill | 3378 | 07/20/2021 | | 539.022 · Drainage Pipe Annual Inspection | -34,725.00 | 34,725.00 |

10:07 AM

08/16/21

River Ridge CDD
Check Register
July 2021

| <u>Type</u> | <u>Num</u> | <u>Date</u> | <u>Name</u> | <u>Account</u> | <u>Paid Amount</u> | <u>Original Amount</u> |
|-------------|------------|-------------|-------------|----------------|--------------------|------------------------|
| TOTAL | | | | | -34,725.00 | 34,725.00 |

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

8

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 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> 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 |
| John Baker | District Engineer |
| Tony Grau | Grau & Associates |
| Lamar Stoltzfus (via Zoom) | PSGRC President |
| Jim McGivern (via Zoom) | PSGRC Vice President |
| Eric Long | PSGRC General Manager |
| Travis Childers | PSGRC Assistant General Manager |
| Bill Kurth | SOLitude Lake Management (SOLitude) |
| Larry Feisel | Resident |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 1:02 p.m. Supervisors Mountford, Blumenthal, Gilman and Twombly were present, in person. Supervisor Schultz was attending via Zoom.

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

44
45
46 **SECOND ORDER OF BUSINESS**

Public Comments: Agenda Items (5
minutes per speaker)

47
48
49 No members of the public spoke.
50

51 **THIRD ORDER OF BUSINESS**

Updates: SOLitude Lake Management

52
53 • **Status of Lake H1-B**

54 Mr. Kurth reported the following:

55 ➤ Significant improvement was reported at the last meeting and Lake H1-B continues to
56 look good.

57 ➤ Lake H1-B was not treated for algae last week, as it needed a break; however, spikerush
58 around the Lake H1-B was sprayed. An algae treatment was scheduled for tomorrow.

59 ➤ Use of aggressive algae treatments spaced apart resulted in a significant difference.

60 ➤ Aggressive treatments would continue but, at some point, other options might need to
61 be considered. Those options are considerably expensive.

62 ➤ Phoslock® permanently bonds with the phosphorus and creates a crust, essentially
63 sealing the nutrients in the muck.

64 ➤ Muck samples were sent to SeaPro Corporation and, based on the numerical content of
65 the phosphorus in the muck, a “reset” application would take approximately 10,000 pounds of
66 Phoslock®, which would cost about \$35,000 for the one-time application.

67 ➤ Senior management at SOLitude Lake Management (SOLitude) advised him that
68 SOLitude would be willing to perform the application at cost for the product and labor;
69 SOLitude would make no profit.

70 ➤ During the first quarter of this year, SOLitude lost about \$9,000 maintaining the CDD
71 lakes, primarily because of Lake H1-B and, at some point, if SOLitude must continue expending
72 the same momentous effort, the CDD might end up with a similar expenditure as for the
73 Phoslock® treatment.

74 ➤ The option of using lower rates of Phoslock® would likely not yield the desired results;
 75 therefore, quarterly alum applications in Lake H1-B could possibly be considered, which might
 76 alleviate some of the issues. The cost would be approximately \$4,000 per application.

77 Mr. Kurth responded to questions, as follows:

78 ➤ In another community, after a one-time Phoslock® application, it was about 16 to 18
 79 months before another algae treatment was necessary and probably three years before the
 80 lake had a significant algae issue.

81 ➤ SOLitude technicians are on site weekly and treat algae observed on any of the H lakes;
 82 normally, treatments should not exceed every two weeks.

83 ➤ Regarding whether a recent fish kill in Lake H1-B was a direct cause of the algae
 84 treatments or other factors, while the treatment might not have been the direct cause, it likely
 85 impacted it, as there were fish kills the two times following the recommended treatments. This
 86 is one reason that SOLitude wanted to look beyond the current aggressive treatments.

87

88 **FOURTH ORDER OF BUSINESS** **Presentation of Audited Financial Report**
 89 **for the Fiscal Year Ended September 30,**
 90 **2020**
 91

92 Mr. Grau presented the Audited Financial Report for the Fiscal Year Ended September
 93 30, 2020 and noted the pertinent information on each page and throughout the Audit. There
 94 were no findings, recommendations, deficiencies on internal control or instances of non-
 95 compliance; it was a clean audit.

96

97 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2021-08,**
 98 **Hereby Accepting the Audited Financial**
 99 **Report for the Fiscal Year Ended**
 100 **September 30, 2020**
 101

102 Mr. Adams presented Resolution 2021-08.

103

104 **On MOTION by Mr. Mountford and seconded by Mr. Blumenthal, with all in**
 105 **favor, Resolution 2021-08, Hereby Accepting the Audited Financial Report for**
 106 **the Fiscal Year Ended September 30, 2020, was adopted.**

107

108

109 **SIXTH ORDER OF BUSINESS**

Presentation/Consideration: Synovus Bank Term Letter – Operational and Maintenance Assessment Revenue Bonds, Series 2021 (\$500,000 Working Line of Credit)

110

111
112
113
114
115 Mr. Adams presented the Synovus Bank Term Letter for a \$500,000 working line of
116 credit related to the Series 2021 Operational and Maintenance (O&M) Assessment Revenue
117 Bonds. He discussed the following:

118 ➤ This would be a taxable line of credit since the funds would not be used for operation
119 and maintenance and not for capital purposes.

120 ➤ Once draws commence, monthly interest payments would be required, until the
121 principal is paid off at maturity.

122 ➤ The fixed interest rate would be 2.24%.

123 ➤ The Loan Commitment Fee would be \$1,250 and the CDD would be responsible for all
124 the bank's legal expenses associated with the financing, at the anticipated cost of \$9,000. The
125 CDD's personal legal expense was anticipated to be \$1,000 to \$1,500.

126 ➤ The overall initial cost to effectuate the line of credit would be \$13,000 to \$14,000, plus
127 a \$1,250 annual renewal fee each subsequent year.

128 ➤ The line of credit is to cover gaps if the CDD incurs unexpected, emergency expenses.

129 Mr. Pires stated the law firm Synovus uses produces very good documents; therefore,
130 his review, on the CDD's behalf, does not take that long. Although the Board might anticipate
131 this line of credit being exclusively for emergency use, the terms of the line of credit do not
132 limit it to emergency purposes; therefore, the Board could decide to use it for other uses. Mr.
133 Adams and Mr. Pires noted that the terms are very good on this line of credit.

134 Discussion ensued regarding how payments would be factored, funds borrowed in
135 multiple draws, annual renewal option and possibility of interest rate increases when renewing.

136

137

138

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141

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143

On MOTION by Mr. Blumenthal and seconded by Mr. Gilman, with all in favor, the Synovus Bank Term Letter for a \$500,000 working line of credit and authorizing Staff to proceed with obtaining the line of credit and preparing the necessary documents for presentation and approval at the next meeting, was approved.

144 SEVENTH ORDER OF BUSINESS

Continued Discussion: FY2022 Proposed Budget

145
146
147

Mr. Adams stated that the proposed Fiscal Year 2022 budget was unchanged since last presented. As proposed, the General Fund assessment would be \$129.41 and the Pelican Sound Special Revenue Fund assessment of \$869.24 plus the \$129.41 General Fund assessment, would bring the total assessments for the Pelican Sound property owners to \$998.65. The required Mailed Notice to property owners advising of the assessment increase and the reasons for the increase was being drafted.

153 Mr. Adams and Mr. Schultz would draft the narrative for the Mailed Notice and, prior to sending, Mr. Adams would circulate the Mailed Notice to the Board.

155

156 EIGHTH ORDER OF BUSINESS

Discussion/Consideration: Dry Detention RFP

157
158

159 A. Bid Analysis

160 B. Respondents

161 I. EarthBalance

162 II. SOLitude Lake Management, LLC, Services

163 Mrs. Adams presented the Bid Analysis and noted the following:

- 164 ➤ SOLitude’s bid of \$18,350 was the lowest.
- 165 ➤ EarthBalance’s bid of \$19,524 was higher, despite not including a price for cordgrass trimming. EarthBalance did not respond to the request for the price.
- 167 ➤ Work would be performed in the dry season, probably in January and February 2022.
- 168 ➤ The expense was budgeted for Fiscal Year 2022.

169

170 On MOTION by Mr. Twombly and seconded by Mr. Gilman, with all in favor,
171 the SOLitude Lake Management, LLC proposal for Dry Detention area services,
172 in a not-to-exceed amount of \$18,350, was approved.

173
174

175 NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of May 31, 2021

176
177

178 Mrs. Adams presented the Unaudited Financial Statements as of May 31, 2021. She responded to questions regarding the following items on the Check Detail:

179

180 ➤ Page 2, \$4,295 “Lake Bank Remediation” payment to GulfScapes Landscape
181 Management (GulfScapes): Payment for the dry retention weir repairs.

182 ➤ Page 2, \$13,400 “Roadway/RM Traffic Calming” payment to M.R.I. Construction, Inc.:
183 Payment for repairs due to asphalt sinking.

184 The financials were accepted.

185

186 **TENTH ORDER OF BUSINESS**

Consideration of May 25, 2021 Regular Meeting Minutes

187

188

189 Mrs. Adams presented the May 25, 2021 Regular Meeting Minutes.

190 The following change was made:

191 Line 189: Change “Mountford” to “Blumenthal”

192 Mr. Blumenthal referenced Line 194 and noted that a response regarding changes in
193 Fund Balances was still pending from Mr. Adams. Mr. Adams stated that he would email his
194 findings to Mr. Blumenthal.

195

On MOTION by Mr. Blumenthal and seconded by Mr. Gilman, with all in favor, the May 25, 2021 Regular Meeting Minutes, as amended, were approved.

196

197

198

199

200 • **Active Action and Agenda Items**

201 Mr. Long discussed the status of the following:

202 ➤ Roadwork Update: Mr. Long met with contractors this week; the project was expected
203 to commence in mid to late July and take four weeks to complete. The Hammock Green
204 sections would likely commence the end of August or early September.

205 ➤ Injection treatment stations at three locations to address snails within the irrigation
206 lines – work should commence soon but there were delays obtaining the product.

207 ➤ Pump Station: Scheduled for July 19, 2021 due to vendor issues in obtaining equipment.
208 Part of the roof would be removed prior to July 19, 2021 as it must be removed to get the
209 pump in. Any damages to the golf course caused by the crane needed to install the pump
210 station would be repaired.

211 Mr. Long would ensure that information about the road work is disseminated and
212 people are encouraged to use the US 41 entrance. With regard to the pump station project,

213 Mr. Long stated that the Pelican Sound replacement reserves had roof repairs so the roof is
214 accounted for.

215 Items 4, 5, 8, 10, 11, 12, and 13 were completed.

216 Items 3, 6, 9, 14 and 15 were discussed and the list was updated to reflect the status
217 and/or further action.

218

219 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

220

221 **A. District Counsel: *Woodward Pires & Lombardo, P.A.***

222 Mr. Pires stated he was monitoring pending legislation; updates would be provided
223 when signed into law.

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

225 There was nothing further to report.

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

227 **I. Key Activity Dates**

228 The Key Activity Dates list was provided for informational purposes.

229 **II. NEXT MEETING DATE: July 27, 2021 at 1:00 P.M.**

230 • **QUORUM CHECK**

231 The July 27, 2021 meeting would be cancelled; the next meeting will be held on August
232 24, 2021.

233

234 **TWELFTH ORDER OF BUSINESS**

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

235

236

237 There were no Supervisors' requests or public comments.

238

239 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

240

241 There being nothing further to discuss, the meeting adjourned.

242

243 **On MOTION by Mr. Blumenthal and seconded by Mr. Mountford, with all in**
244 **favor, the meeting adjourned at 1:47 p.m.**

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246
247
248
249
250
251

Secretary/Assistant Secretary

Chair/Vice Chair

RIVER RIDGE CDD
ACTIVE ACTION AND AGENDA ITEMS
From 06.22.21 Meeting – for 08.24.21 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. **06.22.21** Mr. Long met with contractors; the project was expected to commence in mid to late July and take four weeks to complete. Hammock Green sections would likely commence the end of August or early September. Mr. Long to ensure information about the road work is disseminated and people are encouraged to use the US 41 entrance. **ONGOING**

4. **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** Item to remain as an Action Item due to the need for Mr. Krebs' continued involvement. **ONGOING**

5. **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. **06.22.21** Per Mr. Long, work is a couple of weeks out. **ONGOING**

6. **ACTION** **05.25.21** Mr. Adams to research questions regarding change in Fund Balances in Unaudited Financial Statements as of April 30, 2021. **06.22.21** Response still pending. Mr. Adams to email his findings to Mr. Blumenthal **ONGOING**

7. **ACTION** **05.25.21** Mr. Krebs to inspect curb replaced earlier in the year at 20815 Pinehurst Greens Drive with reported asphalt erosion. **06.22.21** Mr. John Baker to review this matter today. **ONGOING**

8. **ACTION** **06.22.21** Mr. Adams and Mr. Schultz to draft the narrative for the Mailed Notice and, prior to sending, Mr. Adams to circulate the Mailed Notice to the Board. **COMPLETED (subsequent to 06.22.21 meeting)**

9. **ACTION/AGENDA** **06.22.21** Staff to proceed with obtaining the \$500,000 working the line of credit from Synovus Bank and prepare the necessary documents for presentation and approval at the next meeting. **ONGOING**

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

9A




WOODWARD, PIRES & LOMBARDO, P. A.
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MEMORANDUM
July 12, 2021

TO: BOARD OF SUPERVISORS, RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT (“RRCDD”)

FROM: ANTHONY P. PIRES, JR, DISTRICT COUNSEL 

RE: CH. 2021-194, LAWS OF FLORIDA [2021 LEGISLATION; CS/CS/CS/HB 53]; REQUIREMENTS TO PREPARE AND SUBMIT: 1. WASTEWATER MANAGEMENT NEEDS ANALYSIS; AND, 2. STORMWATER MANAGEMENT NEEDS ANALYSIS

The purpose of this Memorandum is to highlight one aspect of the above Legislation passed by the Florida Legislature, signed into law by Governor DeSantis on June 29, 2021, and designated as Ch. 2021-164, Laws of Florida. Ch. 2021-164, Laws of Florida (“Ch. 2021-164”) took effect on July 1, 2021. A copy of Ch. 2021-164 is attached as **Exhibit “A”** to this Memorandum and a copy of the Florida House of Representatives Staff Final Bill Analysis (“Staff Analysis”) is attached as **Exhibit “B”** to this Memorandum.

While the legislation also addressed other matters, this Memorandum is for the limited purpose of providing a brief overview of the provisions that require the preparation and submittal by the District, to Lee County, of a needs analyses concerning stormwater management needs.

Effect of Proposed Changes Relevant to RRCDD

Stormwater Management Needs Analysis:

Section 5 of Ch. 2021-194 created a new Section 403.9302, Florida Statutes. “Stormwater management projections” requiring local governments, including special

districts, that provide a stormwater management program or stormwater management system, to create a 20-year needs analysis. By June 30, 2022 and every 5 years thereafter, the district is required to develop a needs analysis for its jurisdiction over the subsequent 20 years.

The new law details what shall be included in projecting such needs:

- A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- The number of current and projected residents served calculated in 5-year increments.
- The current and projected service area for the stormwater management program or stormwater management system.
- The current and projected cost of providing services calculated in 5-year increments.
- The estimated remaining useful life of each facility or its major components.
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- The local government's plan to fund the maintenance or expansion of any facility or its major components.
- The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

The completed needs analysis and the methodology and any supporting data necessary to interpret the results must then be submitted to Lee County. Lee County will then compile all of the analyses that it receives into a single document and then include its own analysis, thereafter filing the compiled document with EDR by no later than July 31, 2022 and every 5 years thereafter.

Enclosures

Cc with enclosures: C. Adams, C. Krebs

CHAPTER 2021-194

Committee Substitute for Committee Substitute for
Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term “public works project”; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For any a competitive solicitation for construction services paid for with any in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation to prevent a certified, licensed, or registered contractor,



subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

(a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;

(b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or

(c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) “Public works project” means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;

2. Provide employees a specified type, amount, or rate of employee benefits;

3. Control, limit, or expand staffing; or

4. Recruit, train, or hire employees from a designated, restricted, or single source.

~~(c)(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Domestic wastewater” has the same meaning as provided in s. 367.021.

(b) “Facility” means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) “Treatment works” has the same meaning as provided in s. 403.031(11).

(d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

→ Section 5. Section 403.9302, Florida Statutes, is created to read: ←

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) “Facility” means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) “Stormwater management program” has the same meaning as provided in s. 403.031(15).

(c) “Stormwater management system” has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

HOUSE OF REPRESENTATIVES STAFF FINAL BILL ANALYSIS

BILL #: CS/CS/CS/HB 53 Public Works

SPONSOR(S): State Affairs Committee; Public Integrity & Elections Committee; Government Operations Subcommittee; DiCeglie and others

TIED BILLS: IDEN./SIM. BILLS: CS/CS/HB 367, CS/CS/CS/SB 1076

FINAL HOUSE FLOOR ACTION: 79 Y's 34 N's **GOVERNOR'S ACTION:** Pending

SUMMARY ANALYSIS

CS/CS/CS/HB 53 passed the House on April 23, 2021, as amended. The bill was amended in the Senate on April 27, 2021, and was returned to the House. The House concurred in the Senate amendment and subsequently passed the bill as amended on April 28, 2021.

Currently, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds, certain entities of the state may not use a local ordinance or regulation that provides certain preferences. "Public works project" means an activity of which 50 percent or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

For any competitive solicitations for construction services, the bill removes the 50 percent or more, state-appropriated funding threshold that triggers the prohibition on certain local preferences and instead, provides that the prohibition applies if such solicitations will be paid for with any funding that is state-appropriated. The bill also revises the definition of "public works project" to remove the 50 percent or more, state-appropriated funding threshold for certain activities and replaces it with a cost threshold of over \$1,000,000 in value paid for with any state-appropriated funds. The bill prohibits the state or any political subdivision that contracts for a public works project from preventing a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of its headquarters or offices or the residences of its employees.

Wastewater and stormwater must be managed to protect public health, water quality, recreation, fish, wildlife, and the aesthetic appeal of Florida's waterways.

Beginning with the annual assessment due January 1, 2022, the bill requires the Office of Economic & Demographic Research (EDR) to include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure in its annual assessment of Florida's water resources and conservation lands. By June 30, 2022, and every five years thereafter, the bill requires each county, municipality, or special district providing wastewater or stormwater services to develop a needs analysis for its jurisdiction over the subsequent 20 years. The analyses must be compiled and submitted to EDR and EDR must evaluate the compiled documents for the purpose of developing a statewide analysis for inclusion in the annual assessment due January 1, 2023.

The bill may have an indeterminate fiscal impact on the state and local governments.

Subject to the Governor's veto powers, the effective date of this bill is July 1, 2021.



I. SUBSTANTIVE INFORMATION

A. EFFECT OF CHANGES:

Public Works Projects

Present Situation

Procurement of Construction Services

Chapter 255, F.S., specifies the procedures to be followed in the procurement of construction services for public property and publicly owned buildings. The Department of Management Services is responsible for establishing by rule the following:

- Procedures for determining the qualifications and responsibility of potential bidders prior to advertising for and receiving bids for building construction contracts;
- Procedures for awarding each state agency construction project to the lowest qualified bidder;
- Procedures to govern negotiations for construction contracts and contract modifications when such negotiations are determined to be in the best interest of the state; and
- Procedures for entering into performance-based contracts for the development of public facilities when those contracts are determined to be in the best interest of the state.¹

State contracts for construction projects that are projected to cost in excess of \$200,000 must be competitively bid.² A county, municipality, special district, or other political subdivision seeking to construct or improve a public building must competitively bid the project if the estimated cost is in excess of \$300,000.³

Section 255.0525, F.S., requires the solicitation of competitive bids or proposals for any state construction project that is projected to cost more than \$200,000 to be publicly advertised in the Florida Administrative Register (FAR) at least 21 days prior to the established bid opening. If the cost of the construction project is projected to exceed \$500,000, the advertisement must be published in the FAR at least 30 days prior to the bid opening, and at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the bid opening.⁴

For a competitive solicitation⁵ for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- The contractor's maintaining an office or place of business within a particular local jurisdiction;
- The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.⁶

¹ S. 255.29, F.S.

² See s. 255.0525, F.S.; see also ch. 60D-5.002 and 60D-5.0073, F.A.C.

³ S. 255.20(1), F.S. For electrical work, local governments must competitively bid projects estimated to cost more than \$75,000.

⁴ For counties, municipalities, and political subdivisions, similar publishing provisions apply. See S. 255.0525(2), F.S.

⁵ "Competitive solicitation" means an invitation to bid, a request for proposals, or an invitation to negotiate. S. 255.248, F.S.

⁶ S. 255.0991(2), F.S.

Several counties and municipalities have adopted ordinances requiring companies bidding on contracts to pay their employees a “living wage,”⁷ while others have adopted ordinances requiring apprenticeship programs.⁸

Preference to State Residents

Florida law provides a preference for the employment of state residents in construction contracts funded with state funds. Such contracts must contain a provision requiring the contractor to give preference to employing state residents to perform the work if such residents have substantially equal qualifications⁹ to those of nonresidents.¹⁰ If a construction contract is funded by local funds, the contract may, but is not required to, contain such a provision.¹¹ In addition, a contractor required to employ state residents must contact the Department of Economic Opportunity to post the contractor’s employment needs in the state’s job bank system.¹²

A contract will not be let to any person who refuses to execute an agreement that gives preference to state residents.¹³ However, contracts involving the expenditure of federal aid funds do not have to give preference to employing state residents if that conflicts with federal law.¹⁴

Public Works Projects – Prohibited Governmental Actions

In 2017,¹⁵ the Florida Legislature created section 255.0992, F.S., relating to public works projects, and defined the following terms:

- “Political subdivision” means a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair, or improvement of public works.
- “Public works project” means an activity of which 50 percent or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

The law provides that except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not require a contractor, subcontractor, or material supplier or carrier engaged in the project to:

- Pay employees a predetermined amount of wages or prescribe any wage rate;
- Provide employees a specified type, amount, or rate of employee benefits;
- Control, limit, or expand staffing; or

⁷ See, e.g., Broward County Code of Ordinances s. 26-102, Palm Beach County Code of Ordinances s. 2-147 to 2-250.1, Miami-Dade County Code of Ordinances s. 2-8.9.

⁸ See Charlie Frago, *Tampa Seeks to Require Apprenticeships on Large City Projects*, Tampa Bay Times (December 4, 2020), available at <https://www.tampabay.com/news/tampa/2020/12/04/tampa-seeks-to-require-apprenticeships-on-large-city-projects/> (last visited March 26, 2021).

⁹ S. 255.099(1)(a), F.S., defines “substantially equal qualifications” as the qualifications of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

¹⁰ S. 255.099(1), F.S.

¹¹ *Id.*

¹² S. 255.099(1)(b), F.S.

¹³ S. 255.099(2), F.S.

¹⁴ *Id.*

¹⁵ Ch. 2017-113, L.O.F.

- Recruit, train, or hire employees from a designated, restricted, or single source.¹⁶

In addition, the law provides¹⁷ that the state or any political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier from submitting a bid on the project if such individual is able to perform the work described and is qualified, licensed, or certified as required by state law. However, this provision does not apply to vendors listed in sections 287.133¹⁸ and 287.134, F.S.¹⁹

The law does not apply to contracts executed by the Department of Transportation (DOT) under chapter 337, F.S.²⁰

During the bid process, it is common for local governments to place certain limitations, such as the requirement of a general contractor's license, on the bid documents.

Federal Labor and Wage Laws

The National Labor Relations Act of 1935²¹ and the Labor Management Relations Act of 1947²² constitute a comprehensive scheme of regulations guaranteeing employees the right to organize, to bargain collectively through chosen representatives, and to engage in concerted activities to secure their rights in industries involved in or affected by interstate commerce.

The Fair Labor Standards Act (FLSA or act) establishes a federal minimum wage, which is the lowest hourly wage that can be paid in the United States.²³ A state may set the rate higher than the federal minimum, but not lower.²⁴ The act also requires employers to pay time and a half to their employees for overtime hours worked,²⁵ and establishes standards for recordkeeping²⁶ and child labor.²⁷ Over 135 million workers are covered under the act;²⁸ most, but not all, jobs are covered by the FLSA. In addition, some jobs covered by the act are considered "exempt" from the FLSA overtime requirements.²⁹

¹⁶ S. 255.0992(2)(a), F.S.

¹⁷ S. 255.0992(2)(b), F.S.

¹⁸ S. 287.133, F.S., prohibits a vendor that has been convicted of a public entity crime from being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with the state, any of its departments or agencies, or any political subdivision.

¹⁹ S. 287.134, F.S., prohibits an entity that has been found by a court to have committed discrimination based on race, gender, national origin, disability, or religion from being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with the state or any department or agency of the state.

²⁰ S. 255.0992(3), F.S.

²¹ 29 U.S.C. ss. 151-169 (encouraging the practice and procedure of collective bargaining and protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing, for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection).

²² 29 U.S.C. ss. 141-197 (prescribing the rights of both employees and employers in their relations affecting commerce, to provide orderly and peaceful procedures for preventing the interference by either with the rights of the other, to protect the rights of individual employees in their relations with labor organizations whose activities affect commerce, to define and proscribe practices on the part of labor and management which affect commerce and are inimical to the general welfare, and to protect the rights of the public in connection with labor disputes affecting commerce).

²³ 29 U.S.C. s. 206.

²⁴ 29 U.S.C. s. 218(a).

²⁵ 29 U.S.C. s. 207(a)(1).

²⁶ 29 U.S.C. s. 211.

²⁷ 29 U.S.C. s. 212.

²⁸ United States Department of Labor, *Wage and Hour Division: Resources for Workers*, available at <http://www.dol.gov/whd/workers.htm> (last visited March 26, 2021).

²⁹ 29 U.S.C. s. 213; United States Department of Labor, *Fact Sheet #14: Coverage Under the Fair Labor Standards Act (FLSA)*, www.dol.gov/whd/regs/compliance/whdfs14.pdf (last visited March 26, 2021).

On February 12, 2014, President Obama signed Executive Order 13658, which establishes a minimum wage for certain federal contractors.³⁰ The Executive Order requires parties who contract with the federal government to pay workers performing work on or in connection with covered federal contracts at least \$10.10 per hour beginning January 1, 2015. Beginning January 1, 2016, and annually thereafter, such workers must be paid an amount determined by the Secretary of Labor in accordance with the Executive Order. The order stated that “[r]aising the pay of low-wage workers increases their morale and the productivity and quality of their work, lowers turnover and its accompanying costs, and reduces supervisory costs.”³¹ The Executive Order hourly minimum wage in effect from January 1, 2021, through December 31, 2021, is \$10.95.³²

The Davis-Bacon Act³³ applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.³⁴ Contractors and subcontractors subject to the Davis-Bacon Act are required to pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area, as determined by the Department of Labor.³⁵ The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts.³⁶ Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are referred to as Davis-Bacon “related Acts.”³⁷ The “related Acts” include provisions that require the prevailing wage provisions of the Davis-Bacon Act to apply to most federally assisted construction.³⁸

State Labor and Wage Regulations

The State Constitution protects the right for workers to collectively bargain, including public sector employees.³⁹ It provides, in pertinent part, that “[t]he right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. The right of employees, by and through a labor organization, to bargain collectively shall not be denied or abridged.” The Florida Supreme Court has held that public employees maintain the same rights to collectively bargain as do private employees.⁴⁰

In addition, the State Constitution provides that “[a]ll working Floridians are entitled to be paid a minimum wage that is sufficient to provide a decent and healthy life for them and their families, that protects their employers from unfair low-wage competition, and that does not force them to rely on taxpayer-funded public services in order to avoid economic hardship.”⁴¹ Employers must pay

³⁰ Exec. Order 13658, 79 Fed. Reg. 9851 (Feb. 12, 2014), available at <http://www.whitehouse.gov/the-press-office/2014/02/12/executive-order-minimum-wage-contractors> (last visited March 26, 2021).

³¹ *Id.*

³² 85 Fed. Reg. 53850 (August 31, 2020), available at <https://www.federalregister.gov/documents/2020/08/31/2020-19037/establishing-a-minimum-wage-for-contractors-notice-of-rate-change-in-effect-as-of-january-1-2021> (last visited March 26, 2021).

³³ Davis-Bacon Act, 40 U.S.C. s. 3141-3148.

³⁴ United States Department of Labor, *Wage and Hour Division: Davis-Bacon and Related Acts*, available at <http://www.dol.gov/whd/govcontracts/dbra.htm> (last visited March 26, 2021).

³⁵ *Id.*

³⁶ *Id.*

³⁷ United States Department of Labor, *Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)*, <http://www.dol.gov/whd/regs/compliance/whdfs66.pdf> (last visited March 26, 2021). Examples of “related Acts” are the Federal Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

³⁸ *Id.*

³⁹ Art. I, s. 6, FLA. CONST.

⁴⁰ See *Hillsborough Cnty. Gov’tl Emps. Ass’n, Inc. v. Hillsborough Cnty. Aviation Auth.*, 522 So. 2d 358 (Fla. 1988); *City of Tallahassee v. Public Employees Relations Comm’n*, 410 So. 2d 487 (Fla. 1981); *Dade Cnty. Classroom Teachers Ass’n v. Legislature of Fla.*, 269 So. 2d 684 (Fla. 1972).

⁴¹ Art. X, s. 24(a), FLA. CONST.

employees no less than the minimum wage for all hours worked in Florida.⁴² The current state minimum wage is \$8.65 per hour,⁴³ which is higher than the federal rate.⁴⁴

Department of Transportation Construction Projects

Chapter 337, F.S., governs contracting by DOT. Any person who wants to bid for a construction contract in excess of \$250,000 must be certified by DOT as qualified.⁴⁵ Certification is also required to bid on road, bridge, or public transportation construction projects of more than \$250,000.⁴⁶ The purpose of certification is to ensure professional and financial competence relating to the performance of construction contracts by evaluating bidders “with respect to the equipment, past record, experience, financial resources, and organizational personnel of the applying contractor which are necessary to perform the specific class of work for which the contractor seeks certification.”⁴⁷

Effect of Proposed Changes

For any competitive solicitations for construction services, the bill removes the 50 percent or more, state-appropriated funding threshold and the preference based prohibition and instead, imposes a prohibition regarding solicitations that will be paid for with any state-appropriated funding. These penalty prohibitions apply to a state college, county, municipality, school district, or other political subdivision of the state. The bill prohibits the use of a local ordinance or regulation to prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based upon:

- Maintaining an office or place of business within a particular local jurisdiction;
- Hiring employees or subcontractors from within a particular local jurisdiction; or
- Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

The bill also revises the definition of “public works project” to remove the 50 percent or more, state-appropriated funding threshold for certain activities and replaces it with a cost threshold of over \$1,000,000 in value paid for with any state-appropriated funds. Except as required by federal or state law, the bill prohibits the state or any political subdivision that contracts for a public works project from preventing a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of its headquarters or offices or the residences of the employees of such contractor, subcontractor, or material supplier or carrier. Additionally, the state or any political subdivision that contracts for a public works project may not require a contractor, subcontractor, or material supplier or carrier engaged in the project to:

- Pay employees a predetermined amount of wages or prescribe any wage rate;
- Provide employees a specified type, amount, or rate of employee benefits;
- Control, limit, or expand staffing; or
- Recruit, train, or hire employees from a designated, restricted, or single source.

Lastly, the bill provides that a state or political subdivision may not prohibit a contractor, subcontractor, or material supplier or carrier who is able, qualified, licensed, or certified to perform such work, from receiving information about public works opportunities.

The bill does not apply to contracts executed by the Department of Transportation under chapter 337, F.S., or to a use authorized by the Charter County and Regional Transportation System Surtax, which

⁴² Art. X, s. 24(c), FLA. CONST.

⁴³ Department of Economic Opportunity, *Display Posters and Required Notices*, https://floridajobs.org/docs/default-source/business-growth-and-partnerships/for-employers/posters-and-required-notices/2021-minimum-wage/poster-fl-minimum-wage-2021-english.pdf?sfvrsn=74a4bb0_2 (last visited March 26, 2021).

⁴⁴ The federal minimum wage is \$7.25 per hour. For more information about federal minimum wage provisions, *see* <http://www.dol.gov/whd/minimumwage.htm> (last visited March 26, 2021).

⁴⁵ S. 337.14(1), F.S.

⁴⁶ S. 337.14(2), F.S.

⁴⁷ S. 337.14(1), F.S.

is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Wastewater and Stormwater Management

Present Situation

Wastewater

Because domestic wastewater treatment facilities are stationary installations that are reasonably expected to be sources of water pollution, they must be operated, maintained, constructed, expanded, or modified with a permit issued by the Department of Environmental Protection (DEP).⁴⁸ Approximately 2,000 domestic wastewater treatment facilities in the state serve roughly two-thirds of the state's population.⁴⁹ Each day, over 1.5 billion gallons of treated wastewater effluent⁵⁰ and reclaimed water⁵¹ are disposed of from these facilities.⁵² Methods of disposal include reuse and land application systems, groundwater disposal by underground injection, groundwater recharge using injection wells, surface water discharges, disposal to coastal and open ocean waters, and wetland discharges.⁵³

Stormwater

Stormwater is the flow of water resulting from, and immediately following, a rainfall event.⁵⁴ When stormwater falls on pavement, buildings, and other impermeable surfaces, the runoff flows quickly and can pick up sediment, nutrients (such as nitrogen and phosphorous), chemicals, and other pollutants.⁵⁵ A stormwater management system is a system designed to control discharges necessitated by rainfall events, incorporating methods to collect, convey, store, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution.⁵⁶ Most activities that create new impermeable surfaces or alter surface water flows will involve a stormwater management system.⁵⁷

Office of Economic & Demographic Research

The Office of Economic & Demographic Research (EDR) is a research arm of the Legislature that is principally concerned with forecasting economic and social trends that affect policymaking, revenues, and appropriations.⁵⁸ EDR publishes the official economic, demographic, revenue, and agency workload forecasts that are developed by consensus estimating conferences and makes them available to the Legislature, state agencies, universities, research organizations, and the general public.⁵⁹

⁴⁸ S. 403.087(1), F.S.

⁴⁹ DEP, *General Facts and Statistics about Wastewater in Florida*, <https://floridadep.gov/water/domestic-wastewater/content/general-facts-and-statistics-about-wastewater-florida> (last visited Apr. 2, 2021).

⁵⁰ R. 62-600.200(22), F.A.C., defines the term "effluent" as, unless specifically stated otherwise, water that is not reused after flowing out of any plant or other works used for the purpose of treating, stabilizing, or holding wastes.

⁵¹ R. 62-600.200(54), F.A.C., defines the term "reclaimed water" as water that has received at least secondary treatment and basic disinfection and is reused after flowing out of a domestic wastewater treatment facility.

⁵² DEP, *General Facts and Statistics about Wastewater in Florida*, <https://floridadep.gov/water/domestic-wastewater/content/general-facts-and-statistics-about-wastewater-florida> (last visited Apr. 2, 2021).

⁵³ R. 62-600.440(4), F.A.C.

⁵⁴ DEP, *Environmental Resource Permit Applicant's Handbook Volume I (General and Environmental)* (June 1, 2018), 2-10, https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/Applicant_Hanbook_I_-_Combined.pd_0.pdf (last visited Apr. 2, 2021).

⁵⁵ DEP, *Stormwater Management* (2016), 1, https://floridadep.gov/sites/default/files/stormwater-management_0.pdf (last visited Apr. 2, 2021).

⁵⁶ S. 373.403(10), F.S.

⁵⁷ DEP, *Environmental Resource Permit Applicant's Handbook Volume I (General and Environmental)* (June 1, 2018), 1-5, https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/Applicant_Hanbook_I_-_Combined.pd_0.pdf (last visited Apr. 2, 2021).

⁵⁸ EDR, *Welcome*, <http://edr.state.fl.us/Content/> (last visited Apr. 2, 2021).

⁵⁹ EDR, *About Us*, <http://edr.state.fl.us/Content/about/index.cfm> (last visited Apr. 2, 2021).

In 2016, the Legislature passed Senate Bill 552, which directed EDR to conduct an annual assessment of Florida's water resources and conservation lands.⁶⁰ The assessment is conducted with the assistance of the water management districts, DEP, the Department of Agriculture and Consumer Services, the Fish and Wildlife Conservation Commission, counties, municipalities, and special districts and must be submitted by January 1 of each year.⁶¹

Effect of Proposed Changes

Wastewater Management Analysis

By June 30, 2022, and every five years thereafter, the bill requires each county, municipality, or special district providing wastewater services⁶² to develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government must include:

- A detailed description of the facilities used to provide wastewater services.
- The number of current and projected connections and residents served calculated in five-year increments.
- The current and projected service area for wastewater services.
- The current and projected cost of providing wastewater services calculated in five-year increments.
- The estimated remaining useful life of each facility or its major components.
- The most recent five-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

The bill requires each municipality or special district to submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county must compile all analyses submitted to it into a single document and include its own analysis in the document. The county must file the compiled document with the coordinator of EDR no later than July 31, 2022, and every five years thereafter.

The bill specifies that local governments in rural areas of opportunity are subject to the bill's requirements related to conducting analyses of wastewater systems, unless the requirements would create an undue economic hardship for the local government.

Stormwater Management Analysis

By June 30, 2022, and every five years thereafter, the bill requires each county, municipality, or special district providing a stormwater management program or stormwater management system to develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government must include:

- A detailed description of the stormwater management program or system and its facilities and projects.
- The number of current and projected residents served calculated in five-year increments.
- The current and projected service area for the stormwater management program or system.
- The current and projected cost of providing services calculated in five-year increments.
- The estimated remaining useful life of each facility or its major components.
- The most recent five-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

⁶⁰ Chapter 2016-1, Laws of Fla.; s. 403.928, F.S.; EDR, *Natural Resources and Infrastructure*, <http://edr.state.fl.us/Content/natural-resources/index.cfm> (last visited Apr. 2, 2021).

⁶¹ Ss. 403.928(5) and (7), F.S.

⁶² The bill defines "wastewater services" to mean service to a sewerage system or service to domestic wastewater treatment works.

- The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

The bill requires each municipality or special district to submit its needs analyses, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county must compile all analyses submitted to it into a single document and include its own analysis in the document. The county must file the compiled document with the Secretary of DEP and the coordinator of EDR no later than July 31, 2022, and every five years thereafter.

EDR Annual Assessment

Beginning with the annual assessment due January 1, 2022, the bill requires EDR to include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of the analysis, the bill requires EDR to periodically survey public and private utilities.

The bill requires EDR to evaluate the compiled wastewater and stormwater analysis documents submitted by the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023.

The bill specifies that local governments in rural areas of opportunity are subject to the bill's requirements related to conducting analyses of stormwater systems, unless the requirements would create an undue economic hardship for the local government.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

The bill does not appear to impact state revenues.

2. Expenditures:

The bill may have an indeterminate negative fiscal impact on EDR associated with the costs of analyzing water-related infrastructure expenditures and evaluating wastewater and stormwater management analyses; however, these costs can likely be absorbed within existing resources.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

The bill does not appear to impact local government revenues.

2. Expenditures:

The bill may have an indeterminate negative fiscal impact on local governments associated with the costs of analyzing the needs of wastewater and stormwater management services.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

The bill may have a positive indeterminate impact to the extent more contractors, subcontractors, or material suppliers or carriers would no longer be required to meet certain pre-bid requirements.

D. FISCAL COMMENTS:

None.

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

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RIVER RIDGE CDD

Key Activity Dates

Updated: August 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 June. Maintenance event will be scheduled in October, after the rainy season. | Jan/May/July/Oct |
| Bubble-Up Structures located between Gleneagles/Golf Course within the Dry Retention | SOP | N/A | Quarterly reviews and maintenance performed as required. Maintenance completed in June. Review and treatment will be scheduled in October. | 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 June 17th. | June/December |
| Annual Letter to the Residents | SOP | 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 Maintenance Projects | SOP | N/A | Annual Maintenance Plan approved at the 6/22/21 BOS meeting. Solitude to commence projects in the dry season 2022. | 3/1/2022 |
| Lake Bank Remediation | SOP | N/A | Continue to monitor E8-C for future repairs. | 5/1/2022 |

| | | | | |
|--|----------------------------|---|---|--|
| 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 completed July 6th. | 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 |
| Qualified Public Depositor Annual Report to CFO | 280.17 | Department of Financial Services - Division of Treasury - Collateral Management | By November 30 of each year, file annual report for the period ending September 30th. | 11/30/2021 |
| Tract 16 Monitoring Report | SOP | SFWMD | 3rd Year monitoring report by SFWMD due October 1st. Tract 16/Racquetball Center to be sprayed in September by Wetlands District Manager. | 10/1/2021 |

| | | | | |
|--|---|--|--|-----------|
| Fiscal Year Annual District Filing Fee and Update Form | 190, 189.064 & 189.018 & Chapter 73C-24, F.A.C. | Florida department of Economic Opportunity (Special District Accountability Program) | Annual filing fee of \$175.00 is paid to the Florida Department of Economic Opportunity. The filing of the Update Form is required to verify the status of the Special District and to update any changes (including changes to the registered agent). Filing Fee invoice and Update Form is mailed out by the State on October 1st of each year. The fee and form are due and must be postmarked by the following December 3rd. | 12/1/2021 |
| Letter of Explanation for the Assessment Levels. | SOP | All Residents as well as PSGRC Staff | BOS requested staff to develop a letter to be sent to Residents explaining the increase in their assessments and is required to be distributed (20) days before the Public Hearing. | 8/4/2021 |

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

9C11

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** CANCELED | 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**

RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 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 26, 2021 | Regular Meeting | 1:00 PM | Sound |
| November 9, 2021* | Regular Meeting | 1:00 PM | Lakes |
| December 14, 2021* | Regular Meeting | 1:00 PM | Sound |
| January 25, 2022 | Regular Meeting | 1:00 PM | Sound |
| February 22, 2022 | Regular Meeting | 1:00 PM | Sound |
| March 22, 2022 | Regular Meeting | 1:00 PM | Sound |
| April 26, 2022 | Regular Meeting | 1:00 PM | Sound |
| May 24, 2022 | Regular Meeting | 1:00 PM | Sound |
| June 28, 2022 | Regular Meeting | 1:00 PM | Sound |
| July 26, 2022 | Regular Meeting | 1:00 PM | Sound |
| August 23, 2022 | Public Hearing & Regular Meeting | 1:00 PM | Sound |
| September 27, 2022 | Regular Meeting | 1:00 PM | Sound |

*** Exceptions**

November meeting is two weeks earlier to accommodate the Thanksgiving holiday.

December meeting is two weeks earlier to accommodate the Christmas holiday.