

# **RIVER RIDGE**

## **COMMUNITY DEVELOPMENT DISTRICT**

**October 26, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

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

October 19, 2021

Board of Supervisors  
River Ridge Community Development District

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

The Board of Supervisors of the River Ridge Community Development District will hold a Regular Meeting on October 26, 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/83622713909>, Meeting ID: **836 2271 3909** or telephonically at **1-929-205-6099**, Meeting ID **836 2271 3909**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items *(5 minutes per speaker)*
3. Updates: SOLitude Lake Management
  - A. Status of Lake H1-B
  - B. Consideration of Bentley Electric Co. Proposal for Installation of Dedicated Meter for Nano System Adjacent to Lake H1-B
4. Consideration of Resolution 2022-01, Authorizing the District to Issue its Not-to-Exceed \$500,000 Taxable Revolving Line of Credit Note for Working Capital; Providing that Such Note Shall be Payable from Operation and Maintenance Special Assessments Upon Benefitted Properties in the District, 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
5. Presentation of Annual NPDES Report – Final Draft, Cycle 4, Year 4 *(Johnson Engineering, Inc.)*

6. Consideration of MRI Construction Inc. DBA MRI UV Reline Division Estimate No. 52 for Repair of Compromised Pipe
7. Consideration of Precision Cleaning, Inc., Estimate for Street Sweeping Services, 1 Day Per Week, November 1, 2021 - November 30, 2021 and September 1, 2022 - November 30, 2022
8. Discussion/Consideration: Request from Southern Hills Resident for Stop Sign at Bottom of Pelican Sound Drive/Corner of Southern Hills Drive
9. Consideration of Collier Paving and Concrete Estimate 21-0635 for Turnberry Gutter and Asphalt Repair
10. Acceptance of Unaudited Financial Statements as of September 30, 2021
11. Approval of September 28, 2021 Regular Meeting Minutes
  - Active Action and Agenda Items
12. Staff Reports
  - A. District Counsel: *Woodward Pires & Lombardo, P.A.*
  - B. District Engineer: *Hole Montes, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - I. Key Activity Dates
    - II. NEXT MEETING DATE: November 9, 2021 at 1:00 P.M.

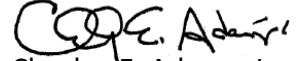
- QUORUM CHECK

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

13. Supervisors' Requests and Public Comments (*5 minutes per speaker*)
14. 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 font.

Chesley E. Adams, Jr.  
District Manager

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**3B**

October 11, 2021

River Ridge CDD  
9220 Bonita Beach Road Suite #214  
Bonita Springs, FL 34135  
Attn: Cleo Adams

Re: Dedicated Meter

Hi Cleo,

We propose to furnish labor and material to do the following electric work:

- 1.) Install a 60 amp metered service next to FPL transformer.
- 2.) Extend conduit via directional bore from metered service to an existing panel that feeds lake aerator.
- 3.) Install a concrete post and mount existing service (landscape removal by others).
- 4.) Secure necessary permits and inspections.

Total Job:       \$7,530.00

Thank you for the opportunity to submit this proposal, should you have any questions regarding this please contact my office at 239-643-5339.

Sincerely;



John Frye, Field Supervisor  
Bentley Electric Company

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Accepted by/Date

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**4**

RESOLUTION NO 2022-01

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 FOR WORKING CAPITAL; PROVIDING THAT SUCH NOTE SHALL BE PAYABLE FROM OPERATION AND MAINTENANCE SPECIAL ASSESSMENTS UPON BENEFITTED PROPERTIES IN THE DISTRICT, 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 for working capital purposes (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 August 27, 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 such 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.

“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.



“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) the proceeds of any additional debt issued by the District to refinance the Note, and (iii) the amounts on deposit in the funds created under the Line of Credit Agreement.

“Project” means payment of short term working capital needs of the District, 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 Pelican Sound section of the District in accordance with the Act.

“State” means the State of Florida.

**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 26th day of October 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 October 28, 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 October 26, 2021 adopt its Resolution No. 2022-01 (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 2.05(b) 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.

“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.

“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) proceeds of any additional debt issued by the District to refinance the Note, and (iii) the amounts on deposit in the funds created under this Agreement.

“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 payment of short term working capital needs of the District, and costs related thereto.

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

“Resolution” means Resolution 2022-01, adopted by the Governing Body on October 26, 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 Pelican Sound section of the District in accordance with the Act.

“State” means the State of Florida.

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 funds and accounts created by this Agreement, all in the manner and to the extent herein and in the Note provided.

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, 2022, 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 may 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 the 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](mailto: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 1<sup>st</sup> 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 depository accounts with one or more “authorized depositories,” 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 natural or man-made 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](mailto: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

with a copy to: Anthony P. Pires, Jr.  
Woodward, Pires & Lombardo, P.A.  
3200 North Tamiami Trail, Suite 200  
Naples, FL 34103  
[apires@wpl-legal.com](mailto:apires@wpl-legal.com)

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:

October 28, 2023

Dated Date:

October 28, 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 October 28, 2021 (the "Agreement"), will be payable monthly on the 1<sup>st</sup> Business Day of each month, beginning December 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. 2022- 01, adopted by the Board of Supervisors of the District on October 26, 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 28th day of October, 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
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- 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: \_\_\_\_\_



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:

October 28, 2023

Dated Date:

October 28, 2021

REGISTERED OWNER:

SYNOVUS BANK

MAXIMUM PRINCIPAL AMOUNT:

FIVE HUNDRED THOUSAND DOLLARS  
(\$500,000)

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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 28th day of October, 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]

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- 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: \_\_\_\_\_

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RIVER RIDGE**  
**COMMUNITY DEVELOPMENT DISTRICT**

2300 Glades Road, Suite 410W; Boca Raton, FL 33431

October 12, 2021

Matt Irwin  
NPDES Stormwater Program  
Florida Department of Environmental Protection  
2600 Blair Stone Road, MS 3585,  
Tallahassee, FL 32399

**Re: Lee County NPDES Permit FLS000035-004  
River Ridge Community Development District Year 4 Annual Report**

Dear Mr. Irwin,

Per your request to Lee County this letter is an attachment to the approved Annual Report form for Year 4 and is intended to address the items listed below:

- Reapplication for next permit cycle
- Any changes to Responsible Authority and Designated Stormwater Management Program Contact
- Identification of previously unidentified waterbodies receiving discharges
- Summary of pollutant loading reductions due to changes in stormwater system
- Revisions to SWMP in response to past 2 permit cycle pollutant loading increases
- Existing Monitoring Plan
- TMDL Implementation for prioritized waterbodies with a nutrient TMDL

River Ridge Community Development District (RR CDD) became a Lee County NPDES permit co-permittee in 2004 when Cycle 2 of FLS000035 became effective. RR CDD has fully participated to the extent of its stormwater structural controls ownership allows and intends to continue as needed to meet future Cycle 5 permit requirements.

Both the Responsible Authority and Designated Stormwater Management Program contacts remain the same as recent Year 2 and 3 annual reports. The Responsible Authority and Designated Stormwater Management Contact has been the District Manager and would be subject to change by Board of Supervisor decision in the future.

RR CDD is a completed residential development with all discharges limited to unchanged waterbodies since becoming a co-permittee.

The RR CDD stormwater system remains unchanged with regular operation and maintenance activities only to maintain the established stormwater ponds and other structural controls that provide pollutant reduction benefits.

Pollutant loading calculations included in the Cycle 3 and 4 permits remain essentially the same due to no changes in land uses within RR CDD.

For the previous cycles and Cycle 4 of the permit, RR CDD has used the Lee County Monitoring Station 47A-4GR and intends to continue this reliance on Lee County Monitoring Plan.

RR CDD does not discharge into a nutrient prioritized waterbody and monitors the development of prioritized water bodies by Lee County.

Sincerely,

Chesley E. Adams, Jr.  
District Manager  
River Ridge Community Development District



# Annual Report Form For Individual NPDES Permits For Municipal Separate Storm Sewer Systems (RULE 62-624.600(2), F.A.C.)

- This Annual Report Form must be completed and submitted to the Department to satisfy the annual reporting requirements established in Rule 62-624.600, F.A.C.
- Submit this fully completed and signed form and any REQUIRED attachments by email to the NPDES Stormwater Program Administrator or to the MS4 coordinator (<http://www.dep.state.fl.us/water/stormwater/npdes/contacts.htm>). Files larger than 10MB may be placed on the FTP site at: [ftp://ftp.dep.state.fl.us/pub/NPDES\\_Stormwater/](ftp://ftp.dep.state.fl.us/pub/NPDES_Stormwater/). After uploading files, email the MS4 coordinator or NPDES Program Administrator to notify them the report is ready for downloading; or by mail to the address in the box at right.
- Refer to the Form Instructions for guidance on completing each section.
- **Please print or type information in the appropriate areas below.**

**Submit the form and attachments to:**  
 Florida Department of Environmental Protection  
 Mail Station 3585  
 2600 Blair Stone Road  
 Tallahassee, Florida 32399-2400

**SECTION I. BACKGROUND INFORMATION**

<b>A.</b>	Permittee Name: River Ridge Community Development District		
<b>B.</b>	Permit Name: Lee County MS4		
<b>C.</b>	Permit Number: FLS000035-004 (Cycle 4)		
<b>D.</b>	Annual Report Year: <input type="checkbox"/> Year 1 <input type="checkbox"/> Year 2 <input type="checkbox"/> Year 3 <input checked="" type="checkbox"/> Year 4 <input type="checkbox"/> Year 5 <input type="checkbox"/> Other, specify Year:		
<b>E.</b>	Reporting Time Period (month/year): 05/2020 through 04/2021		
<b>F.</b>	Name of the Responsible Authority: Chesley E Adams, Jr.		
	Title: District Manager		
	Mailing Address: 9220 Bonita Beach Rd, Suite 214		
	City: Bonita Springs	Zip Code: 34135	County: Lee
	Telephone Number: 239-464-7114		Fax Number: n/a
E-mail Address: adamsc@whassociates.com			
<b>G.</b>	Name of the Designated Stormwater Management Program Contact (if different from Section I.F above):		
	Title:		
	Department:		
	Mailing Address:		
	City:	Zip Code:	County:
	Telephone Number:		Fax Number:
E-mail Address:			

**SECTION II. MS4 MAJOR OUTFALL INVENTORY (Not Applicable In Year 1)**

<b>A.</b>	Number of outfalls ADDED to the outfall inventory in the current reporting year (insert "0" if none): 0 (Does this number include non-major outfalls? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable)
<b>B.</b>	Number of outfalls REMOVED from the outfall inventory in the current reporting year (insert "0" if none): 0 (Does this number include non-major outfalls? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable)
<b>C.</b>	Is the change in the total number of outfalls due to lands annexed or vacated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable



**SECTION III. PART V.B. ASSESSMENT PROGRAM**

A.	<p>Provide a brief statement as to the status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions.</p> <p><i>DEP Note: If permittee participates in a collaborative monitoring plan, permittee may refer to a joint response as defined by the interlocal agreement.</i></p> <p>Name and date of the approved plan: Lee County Water Monitoring Program, 1992          Status: Water quality monitoring for River Ridge CDD uses data from the Lee County Water Monitoring Program since implementation in 1992. Lee County's 47A-4GR water quality monitoring station on Estero River is used to monitor the water quality from River Ridge CDD to U.S. Waters. Monitoring typically occurs monthly for the following constituents: Chlorophyll-a, Biochemical Oxygen Demand, Cadmium, Chloride, Color, Specific Conductance, Copper, Dissolved Oxygen, Fecal Coliform, Enterococci, Ammonia, Nitrite, Nitrate, Nitrate+Nitrite, Ortho-Phosphorus, Lead, pH, Silica, Temperature, Total Kjeldahl Nitrogen, Total Nitrogen, Total Phosphorus, Total Suspended Solids, Turbidity, and Zinc.</p>
B.	<p>Provide a brief discussion of the monitoring and loading results to date which includes a summary of the water quality monitoring data and / or stormwater pollutant loading changes from the reporting year.</p> <p><i>DEP Note: Results must be specific to the permittee's SWMP.</i></p> <p>N/A</p>
C.	<p>Attach a monitoring data summary as required by the permit. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years.</p> <p><i>DEP Note: Analysis must be specific to the permittee's SWMP.</i></p> <p>See Attachment #1</p>

**SECTION IV. FISCAL ANALYSIS**

A.	Total expenditures for the NPDES stormwater management program for the current reporting year: \$213,000
B.	Total budget for the NPDES stormwater management program for the subsequent reporting year: \$190,000
C.	<p>Did subsequent program resources decrease from the current reporting period? Y X / N <input type="checkbox"/></p> <p>If program resources decreased, provide a discussion of the impacts on the implementation of the SWMP.</p> <p>A budgeted pipe replacement in the prior year was removed from subsequent year budget.</p>

**SECTION V. MATERIALS TO BE SUBMITTED WITH THIS ANNUAL REPORT FORM**

Only the following materials are to be submitted to the Department along with this fully completed and signed Annual Report Form (check the appropriate box to indicate whether the item is attached or is not applicable):

Attached	N/A	Required Attachments	Permit Citation	Attachment Number/Title
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Any additional information required to be submitted in this current annual reporting year in accordance with Part III.A of your permit that is not otherwise included in Section VII below.	Part III.A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If program resources have decreased from the previous year, a discussion of the impacts on the implementation of the SWMP.	Part II.F	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	An explanation of why the minimum inspection frequency in Table II.A.1.a. was not met, if applicable.	Part II.A.1	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	A list of the flood control projects that did not include stormwater treatment and an explanation for each of why it did not (if applicable).	Part III.A.4	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A monitoring data summary as directed in Section III.C above and in accordance with Rule 62-624.600(2)(c), F.A.C.	Part VI.B.2.	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	YEAR 1 ONLY: An inventory of all known major outfalls and a map depicting the location of the major outfalls (hard copy or CD-ROM) in accordance with Rule 62-624.600(2)(a), F.A.C.	Part III.A.1	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	YEAR 2: A summary review of codes and regulations to reduce the stormwater impact from development.	Part III.A.2	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Year 3 ONLY: The estimates of pollutant loadings and event mean concentrations for each major outfall or each major watershed in accordance with Rule 62-624.600(2)(b), F.A.C.	Part V.A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	YEAR 3: Summary of TMDL Monitoring Results (if applicable).	Part VIII.B.2	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	YEAR 3: Bacteria Pollution Control Plan (if applicable).	Part VIII.B.3	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	YEAR 4: A follow-up report on plan implementation of changes to codes and regulations to reduce the stormwater impact from development.	Part III.A.2	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	YEAR 4: A report on any amendments to the applicable legal authority (if applicable).	Part III.A.7.a	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	YEAR 4: Permit re-application information in accordance with Rule 62-624.420(2), F.A.C. <ul style="list-style-type: none"> <li>The monitoring plan (with revisions, if applicable).</li> <li>If the total annual pollutant loadings have not decreased over the past two permit cycles, revisions to the SWMP, as appropriate.</li> </ul>	Part V.B.3 Part V.A.3	Cover Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	YEAR 4: TMDL Supplemental SWMP (if applicable).	Part VIII.B.3	

**DO NOT SUBMIT ANY OTHER MATERIALS**  
(such as records and logs of activities, monitoring raw data, public outreach materials, etc.)

**SECTION VI. CERTIFICATION STATEMENT AND SIGNATURE**

*The Responsible Authority listed in Section I.F above must sign the following certification statement, as per Rule 62-620.305, F.A.C.:*

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name of Responsible Authority (type or print): Chesley E. Adams jr.

Title: Manager/Secretary

Signature: \_\_\_\_\_ Date:  / /

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE										
A.	B.					C.	D.	E.	F.	
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity					Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments	
Part III.A.1	<b>Structural Controls and Stormwater Collection Systems Operation</b>									
	<p>Report the current known inventory.</p> <p>Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained.</p> <p><i>Note: Delete structures that are not in your MS4's inventory. The permittee may choose its own unit of measurement for each structural control to be consistent with the unit of measurement in the documentation. Unit options include: miles, linear feet, acres, etc.</i></p>									
	<b>Type of Structure</b>	<b>Number of Structures</b>	<b>Number of Inspections</b>	<b>Percent Inspected</b>	<b>Number of Maintenance Activities</b>	<b>Percent Maintained</b>				
	<b>Wet retention systems</b>	18	18	100	18	100	Lake Reports	SOLitude		
	<b>Major outfalls</b>	2	2	100	0		Cycle 4, Year 4 Weir Inspection	Johnson Engineering	Inspected YR 4	
	<b>Weirs or other control structures pipes / culverts (feet)</b>	4	4	100	0	0				
	<b>Inlets / catch basins / grates</b>	5924	1	100	1	100			Inspected YR 4	
	<b>Ditches / conveyance swales (miles)</b>	135	1	100	1	100	Management Report	District Management	Inspected YR 4	
		2.2	1	100	1	100			Inspected YR 4	
			<input type="checkbox"/>							
	<p>If the minimum inspection frequencies set forth in Table II.A.1.a. were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met.</p>									

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	B.	C.	D.	E.	F.
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity	Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments
Part III.A.1 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.3 of the permit.				
	<b>Strengths: Active storm water maintenance program in place</b>				
	<b>Limitations: None</b>				
	<b>SWMP revisions implemented to address limitations: N/A</b>				
Part III.A.2	<b>Areas of New Development and Significant Redevelopment</b>				
Part III.A.3	<b>Roadways</b>				
	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected. <i>Note: If the permittee does not contract activities, delete CONTRACTOR activities.</i>				
	<b>PERMITTEE Litter Control: Frequency of litter collection</b>	0			Landscape Contractor Blower
	<b>PERMITTEE Litter Control: Estimated amount of area maintained (lf)</b>	0			
	<b>PERMITTEE Litter Control: Estimated amount of litter collected (cy)</b>	0			
	<b>CONTRACTOR Litter Control: Frequency of litter collection</b>	Weekly	Contracted	Greenscapes	
	<b>CONTRACTOR Litter Control: Estimated amount of area maintained (lf)</b>	31,620	District Map		
	<b>CONTRACTOR Litter Control: Estimated amount of litter collected (cy)</b>	7.7	Contractor Log		52 x 30-gal bags
	OPTIONAL: If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected. If you do not participate in an Adopt-A-Road program, report "0".				
	<b>Trash Pick-up Events: Total miles cleaned</b>	0			Landscape contractors in neighborhoods pick-up litter
	<b>Trash Pick-up Events: Estimated amount of litter collected (cy)</b>	0			
	<b>Adopt-A-Road: Total miles cleaned</b>	0			
	<b>Adopt-A-Road: Estimated amount of litter collected (cy)</b>	0			
	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the total nitrogen and total phosphorus loadings that were removed by the collection of sweepings. If no street sweeping program is implemented, provide the explanation of why not in column F.				
	<b>Frequency of street sweeping</b>	Bi-weekly	Sweeping log	Bayside CDD District Mgmt	
	<b>Total miles swept</b>	26	Road map		
	<b>Estimated quantity of sweeping material collected (cy)</b>	6.5	Sweeping log		
	<b>Total phosphorous loadings removed (pounds)</b>	5			FSA Calculator YR 4
	<b>Total nitrogen loadings removed (pounds)</b>	9			
	Report the equipment yards and maintenances shops that support road maintenance activities, and the number of inspections conducted for each facility.				
	<b>Name of Facility</b>	<b>Number of Inspections</b>			
	None on site	n/a			

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE						
A.	B.	C.	D.	E.	F.	
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity	Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments	
Part III.A.3 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.3 of the permit.					
	<b>Strengths: Active street sweeping program in-place</b>					
	<b>Limitations: None</b>					
	<b>SWMP revisions implemented to address limitations: N/A</b>					
Part III.A.4	<b>Flood Control Projects</b>					
	Report the total number of flood control projects that were constructed by the permittee during the reporting period and the number of those projects that did NOT include stormwater treatment. The permittee shall provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not.					
	Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems that do not have treatment BMPs.					
	<b>Flood control projects completed during the reporting period</b>		0			No projects or stormwater system modifications within District
	<b>Flood control projects completed that did <u>not</u> include stormwater treatment</b>		0			
	<b>Stormwater retrofit projects planned/under construction</b>		0			
	<b>Stormwater retrofit projects completed</b>		0			
If there were projects that did not include stormwater treatment, provide as an attachment a list of the projects and an explanation for each of why it did not.		<input type="checkbox"/>				
Part III.A.4 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.3 of the permit.					
	<b>Strengths: Entire stormwater system constructed to SFWMD ERP criteria with finished floors above 100-year, 3-day storm event</b>					
	<b>Limitations: None</b>					
	<b>SWMP revisions implemented to address limitations: N/A</b>					
Part III.A.5	<b>Municipal Waste Treatment, Storage, and Disposal Facilities Not Covered by an NPDES Stormwater Permit</b>					
	Report the facilities and the number of the inspections conducted for each facility.					
	<b>Name of Facility</b>		<b>Number of Inspections</b>			
	None on site		n/a			
Part III.A.5 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.3 of the permit.					
	<b>Strengths: None</b>					
	<b>Limitations: None</b>					
	<b>SWMP revisions implemented to address limitations: N/A</b>					
Part III.A.6	<b>Pesticides, Herbicides, and Fertilizer Application</b>					
	Report the number of permittee personnel applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified / licensed.					
	Report the number of permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS certified / licensed.					

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE							
A.	B.	C.	D.	E.	F.		
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity	Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments		
	<b>PERSONNEL: FDACS public applicators of pesticides/herbicides</b> <b>CONTRACTORS: FDACS certified / licensed applicators of fertilizer</b> <b>CONTRACTORS: FDACS commercial applicators of pesticides/ herbicides</b> <b>PERSONNEL: Green Industry BMP Program training completed</b>  <b>CONTRACTORS: Green Industry BMP Program training completed</b>	0 2 2 2 2	Copies of licenses and certifications	River Ridge CDD/Master HOA	Contracted		
Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).							
	<b>Brochures/Flyers/Fact sheets distributed</b>	0					Residents of RR CDD may participate in the Lee County Public Education and Outreach Program. RR CDD is part of an Interlocal agreement with Lee County for Public Education and Outreach Program and Training Program
	<b>Public displays (e.g., kiosks, storyboards, posters, etc.)</b>	0					
	<b>Radio or television Public Service Announcements (PSAs)</b>	0					
		0					
	<b>Special events: Number conducted</b>	0					
	<b>Number of visitors to stormwater-related pages</b>						
	<b>FYN: Brochure/Flyers/Fact sheets distributed</b>	0					
	<b>FYN: Newspapers &amp; newsletters: Number of articles/notices published</b>	0					
	<b>FYN: Newsletters: Number of newsletters distributed</b>	0					
	<b>FYN: Seminars/Workshops: Number conducted</b>	0					
	<b>FYN: Seminars/Workshops: Number of participants</b>	0					
	<b>FYN: Special events: Number conducted</b>	0					
	<b>FYN: Special events: Number of participants</b>	0					

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	B.	C.	D.	E.	F.
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity	Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments
Part III.A.6 Summary	Provide an evaluation of the Stormwater Management Program according to Part VI.B.3 of the permit.				
	<b>Strengths: Contractors operating within District Boundaries need Lee County licensing/certifications</b>				
	<b>Limitations: None</b>				
	<b>SWMP revisions implemented to address limitations: N/A</b>				
Part III.A.7.a	<b>Illicit Discharges and Improper Disposal — Inspections, Ordinances, and Enforcement Measures</b>				
	Report amendments in Year 4.				
	<b>Year 4 ONLY: Attach a report on amendments to applicable legal authority</b>	<input type="checkbox"/>			
Part III.A.7.c	<b>Illicit Discharges and Improper Disposal — Investigation of Suspected Illicit Discharges and/or Improper Disposal</b>				
	Report on the proactive inspection program, including the number of inspections conducted by the permittee, the number of illicit activities found, and the number and type of enforcement actions taken.				
	<b>Proactive inspections for suspected illicit discharges</b>	0			ILA with Lee County Enforcement
	<b>Inspections performed by Lee County SQG Program</b>	0			
	<b>Illicit discharges found during a proactive inspection</b>	0			
	<b>NOV/WL/citation/fines issued for illicit discharges found during proactive inspection</b>	0			
	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken.				
	<b>Reports of suspected illicit discharges received</b>	0			None reported
	<b>Reactive investigations of reports of suspected illicit discharges etc.</b>	0			
	<b>Illicit discharges etc. found during reactive investigation</b>	0			
	<b>NOV/WL/citation/fines issued for illicit discharges etc. found during reactive investigation</b>	0			
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				
	<b>Personnel trained</b>	0			No on site District personnel
	<b>Contractors trained</b>	2	Lake Report		
Part III.A.7.d	<b>Illicit Discharges and Improper Disposal — Spill Prevention and Response</b>				
	Report on the spill prevention and response activities, including the number of spills addressed.				
	<b>Hazardous and non-hazardous material spills responded to</b>	0			
	Report the type of training activities, and the number of permittee personnel and contractors trained (both in-house and outside training) within the reporting year.				

<b>SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE</b>					
<b>A.</b>	<b>B.</b>	<b>C.</b>	<b>D.</b>	<b>E.</b>	<b>F.</b>
<b>Permit Citation/ SWMP Element</b>	<b>Permit Requirement/Quantifiable SWMP Activity</b>	<b>Number of Activities Performed</b>	<b>Documentation / Record</b>	<b>Entity Performing the Activity</b>	<b>Comments</b>
	<b>Personnel trained</b>	0			No on-site District personnel
	<b>Contractors trained</b>	0			Estero Fire District
<b>Part III.A.7.e</b>	<b>Illicit Discharges and Improper Disposal — Public Reporting</b>				
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).				
	<b>Publicize the Lee County Complaint Hotline</b>	1	District Website	District Manager	
	<b>Brochures/Flyers/Fact sheets distributed</b>	0			ILA with Lee County for Public Education and Outreach
	<b>Neighborhood presentations: Number conducted</b>	0			
	<b>Neighborhood presentations: Number of participants</b>	0			
	<b>Newspapers &amp; newsletters: Number of articles/notices published</b>	0			
	<b>Newsletters: Number of newsletters distributed</b>	0			
	<b>Public displays (e.g., kiosks, storyboards, posters, etc.)</b>	0			
	<b>Radio or television Public Service Announcements (PSAs)</b>	0			
	<b>School presentations: Number conducted</b>	0			
	<b>School presentations: Number of participants</b>	0			
	<b>Seminars/Workshops: Number conducted</b>	0			
	<b>Seminars/Workshops: Number of participants</b>	0			
	<b>Special events: Number conducted</b>	0			
	<b>Special events: Number of participants</b>	0			
	<b>Number of visitors to stormwater-related pages</b>	0			Not tracked
<b>Part III.A.7.f</b>	<b>Illicit Discharges and Improper Disposal — Oils, Toxics, and Household Hazardous Waste Control</b>				
	Report on the public education and outreach activities that are performed or sponsored by the permittee within the permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected / recycled / properly disposed, and the number of Web site visits (if applicable).				
	<b>Publicize the Lee County Home Chemical Collection Program</b>	1	District Website	District Manager	
	<b>Brochures/Flyers/Fact sheets distributed</b>	0			ILA with Lee County for Public Education and Outreach
	<b>Neighborhood presentations: Number conducted</b>	0			
	<b>Neighborhood presentations: Number of participants</b>	0			
	<b>Newspapers &amp; newsletters: Number of articles/notices published</b>	0			
	<b>Newsletters: Number of newsletters distributed</b>	0			
	<b>Public displays (e.g., kiosks, storyboards, posters, etc.)</b>	0			
	<b>Radio or television Public Service Announcements (PSAs)</b>	0			



SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE					
A.	B.	C.	D.	E.	F.
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity	Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments
	School presentations: Number conducted	0			Not Tracked
	School presentations: Number of participants	0			
	Seminars/Workshops: Number conducted	0			
	Seminars/Workshops: Number of participants	0			
	Special events: Number conducted	0			
	Special events: Number of participants	0			
	Storm sewer inlets newly marked/replaced	0			
	Number of visitors to stormwater-related pages	0			
<b>Part III.A.7.g</b>	<b>Illicit Discharges and Improper Disposal — Limitation of Sanitary Sewer Seepage</b>				
	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/ infiltration, the number of SSOs or inflow / infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction. Report only the SSOs and inflow / infiltration incidents into the MS4.				
	<b>Owner of the sanitary sewer system</b>				Owned and operated by Lee County Utilities
	<b>Activity to reduce/eliminate SSOs and I&amp;I: (Sanitary sewer pipe inspected for infiltration (linear feet))</b>				
	<b>Activity to reduce/eliminate SSOs and I&amp;I: (Sanitary sewer pipe sealed, lined, and / or replaced (linear feet))</b>				
	<b>Activity to reduce/eliminate SSOs and I&amp;I: (Sanitary sewer line breaks repaired)</b>				
	<b>Activity to reduce/eliminate SSOs and I&amp;I: (Septic systems removed)</b>	0			
	<b>SSO incidents discovered</b>	0	CDD	CDD	
	<b>SSO incidents resolved</b>	0	Management log	Management	
	<b>Inflow / infiltration incidents discovered</b>	0			
	<b>Inflow / infiltration incidents resolved</b>	0			
<b>Part III.A.7 Summary</b>	For activities required by Part III.A.7: Provide an evaluation of the Stormwater Management Program according to Part VI.B.3 of the permit.				
	<b>Strengths: Gated entrances reduce risk</b>				
	<b>Limitations: None</b>				
	<b>SWMP Revisions implemented to address limitations: N/A</b>				
<b>Part III.A.8.a</b>	<b>Industrial and High-Risk Runoff — Identification of Priorities and Procedures for Inspections</b>				
	Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of facilities newly added each year.				
	Report on the high risk facilities inspection program, including the number of inspections conducted and the number and type of enforcement actions taken.				
	<b>Type of Facility</b>	<b>0</b>	<b>Number of Inspections</b>	<b>Enforcement Actions</b>	

SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE						
A.	B.		C.	D.	E.	F.
Permit Citation/ SWMP Element	Permit Requirement/Quantifiable SWMP Activity		Number of Activities Performed	Documentation / Record	Entity Performing the Activity	Comments
	Operating municipal landfills	0				None in District
	Hazardous waste treatment, storage, disposal and recovery (HWTSDR) facilities	0				
	EPCRA Title III, Section 313 facilities (TRI)	0				
	Facilities determined as high risk by the permittee	0				
<b>Part III.A.8.b</b>	<b>Industrial and High-Risk Runoff — Monitoring for High Risk Industries</b>					
	Report the number of high risk facilities sampled.					
	<b>High risk facilities sampled</b>	0			None in district	
<b>Part III.A.8 Summary</b>	For activities required by Part III.A.8: Provide an evaluation of the Stormwater Management Program according to Part VI.B.3 of the permit.					
	<b>Strengths: None</b>					
	<b>Limitations: None</b>					
	<b>SWMP revisions implemented to address limitations: N/A</b>					
<b>Part III.A.9.a</b>	<b>Construction Site Runoff — Site Planning and Non-Structural and Structural Best Management Practices</b>					
	<i>Not applicable to CDDs, WCDs, and DD</i>					
<b>Part III.A.9.b</b>	<b>Construction Site Runoff — Inspection and Enforcement</b>					
	Report on the inspection program for privately-operated and permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken.					
	<b>PERMITTEE SITES: Active construction sites</b>	0			District Substantially built-out, No District project sites	
	<b>PERMITTEE SITES: Pre-, During, and Post inspections of active construction sites for E&amp;S and waste control BMPs</b>	0				
	<b>PERMITTEE SITES: Percentage of active construction sites inspected</b>	0				
	<b>PRIVATE SITES: Active construction sites</b>	0				
	<b>PRIVATE SITES: Pre-, During, and Post inspections of active construction sites for E&amp;S and waste control BMPs</b>	0				
	<b>PRIVATE SITES: Percentage of active construction sites inspected</b>	0				
	<b>Enforcement Action</b>	0				
<b>Part III.A.9.c</b>	<b>Construction Site Runoff — Site Operator Training</b>					
	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained (both in-house and outside training).					
		<b>DEP Certification</b>	<b>Annual Training</b>			
	<b>Permittee construction site inspectors</b>	1				2 previously certified
	<b>Permittee construction site plan reviewers</b>	0				No District project sites
	<b>Permittee construction site operators</b>	0				

<b>SECTION VII. STORMWATER MANAGEMENT PROGRAM (SWMP) SUMMARY TABLE</b>					
<b>A.</b>	<b>B.</b>	<b>C.</b>	<b>D.</b>	<b>E.</b>	<b>F.</b>
<b>Permit Citation/ SWMP Element</b>	<b>Permit Requirement/Quantifiable SWMP Activity</b>	<b>Number of Activities Performed</b>	<b>Documentation / Record</b>	<b>Entity Performing the Activity</b>	<b>Comments</b>
<b>Part III.A.9 Summary</b>	For activities required by Part III.A.9: Provide an evaluation of the Stormwater Management Program according to Part VI.B.3 of the permit.				
	<b>Strengths: Construction 100% complete</b>				
	<b>Limitations: None</b>				
	<b>SWMP revisions implemented to address limitations: N/A</b>				

<b>SECTION VIII. CHANGES TO THE STORMWATER MANAGEMENT PROGRAM (SWMP) ACTIVITIES (Not Applicable In Year 4)</b>		
<b>A.</b>	<b>Permit Citation/ SWMP Element</b>	<b>Proposed Changes to the Stormwater Management Program Activities Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change) — REQUIRES DEP APPROVAL PRIOR TO CHANGE IF PROPOSING TO REPLACE OR DELETE AN ACTIVITY.</b>
<b>B.</b>	<b>Permit Citation/ SWMP Element</b>	<b>Changes to the Stormwater Management Program Activities NOT Established as Specific Requirements Under Part III.A of the Permit (Including the Rationale for the Change)</b>

**SECTION IX. TMDL Status Report**

<b>A.</b>	YEAR 1 Provide a table summarizing the status of the TMDL process. Include a list of prioritized TMDLs and their monitoring and implementation schedule; and include the Identification number of the outfall prioritized for TMDL monitoring.								
	WBID Number	Segment/ Waterbody/ Basin	Pollutant of Concern	TMDL DEP / EPA	Percent Reduction (WLA)	Priority Rank	Priority Outfall	Monitoring Summary / BPCP Due Date	Supplemental SWMP Due Date
	No TMDL Waterbody			<input type="checkbox"/> / <input type="checkbox"/>		1		(Year 4 AR)	(Year 4 AR; N/A if BPCP)
				<input type="checkbox"/> / <input type="checkbox"/>					
<b>B.</b>	YEAR 3 and annually thereafter, provide a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.  Year 3: Submit a Monitoring data summary or BPCP (if applicable).  Year 4: Submit a Supplemental SWMP (if applicable).								
	WBID Number	Pollutant of Concern	Monitoring Summary / BPCP Submitted	Supplemental SWMP Submitted	Projected load reductions OR Actual load reductions to date				
	No TMDL Waterbody		(Year 4 AR)	(Year 4 AR; N/A if BPCP)					
<b>C.</b>	<p>Provide a brief statement as to the status of TMDL implementation according to Part VIII.B. of the permit (e.g. status of monitoring to validate WLA):</p> <p>The receiving water for River Ridge Community Development District stormwater system is the Estero River. A review of the web links contained in the NPDES permit to assist in the identification of local EPA established or FDEP adopted TMDLs was conducted and the Estero River is not listed. Therefore, it is our understanding that River Ridge Community Development District needs take no further action at this time.</p>								

## Attachment #1

### Part V.B.3 – Monitoring Data Summary

#### **Provide a brief statement as to the status of monitoring plan implementation:**

Water quality monitoring for River Ridge CDD uses data from the Lee County Water Monitoring Program at station 47A-4GR. This station is located on the Estero River in Lee County, Florida. Monitoring at this station occurs monthly and is analyzed for Chlorophyll-a, Biochemical Oxygen Demand, Cadmium, Chloride, Color, Specific Conductance, Copper, Dissolved Oxygen, Fecal Coliform, Enterococci, Ammonia, Nitrite, Nitrate, Nitrate+Nitrite, Ortho-Phosphorus, Lead, pH, Silica, Temperature, Total Kjeldahl Nitrogen, Total Nitrogen, Total Phosphorus, Total Suspended Solids, Turbidity, and Zinc.

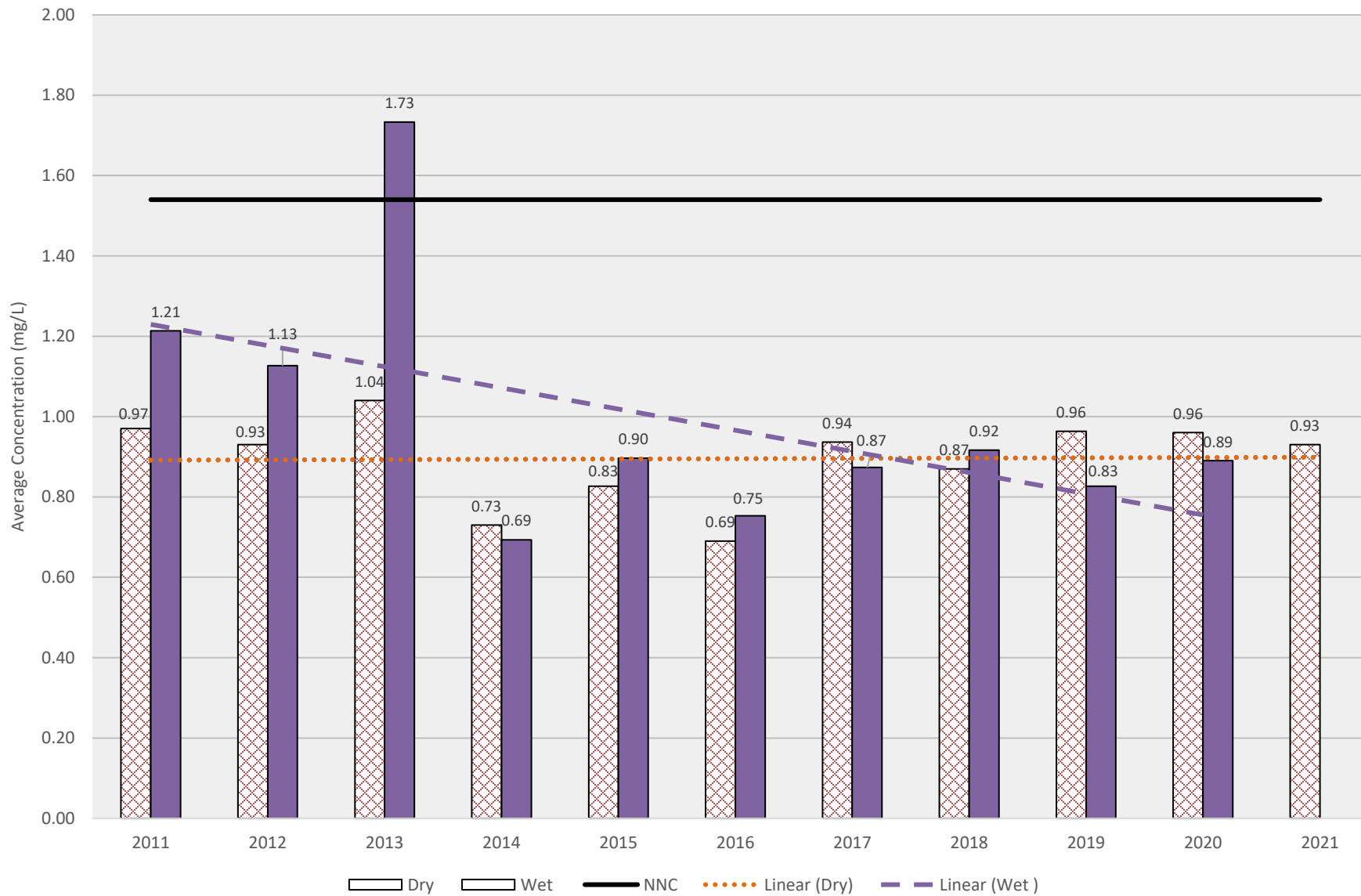
#### **Reporting year summary:**

River Ridge CDD uses data from Lee County monitoring station 47A-4GR to determine water quality. 47A-4GR is located nearby the community on the Estero River. Total nitrogen (TN), total phosphorus (TP), chlorophyll-a (Chl-a), and biochemical oxygen demand (BOD) data have been analyzed to summarize water quality. The wet and dry season concentrations were reviewed for the reporting period and include July, August, and September of 2020, and January, February, and March of 2021. The average concentrations observed in the wet season of 2020 for TN, TP, and Chl-a were slightly higher than the average concentrations from the previous wet season: TN (0.89 mg/L up from 0.83 mg/L), TP (0.05 mg/L up from 0.02 mg/L), Chl-a (5.2 mg/m<sup>3</sup> up from 1.1 mg/m<sup>3</sup>). BOD decreased in the 2020 wet season: (0.7 mg/L down from 0.9 mg/L). TN and TP were both well below their respective Numeric Nutrient Criteria (NNC) threshold values of 1.54 mg/L and 0.12 mg/L respectively. Chl-a was also well below the threshold of 20 mg/m<sup>3</sup>. Although there is no specific threshold for the BOD parameter, these amounts are comparable to historic values. The dry season value for TN was 0.93 mg/L, slightly lower than the previous year. Dry season concentrations for TP, Chl-a, and BOD were higher than the average concentrations from the previous year: TP (0.05 mg/L up from 0.04 mg/L), Chl-a (9.3 mg/m<sup>3</sup> up from 6.6 mg/m<sup>3</sup>), and BOD (1.6 mg/L up from 0.7 mg/L).

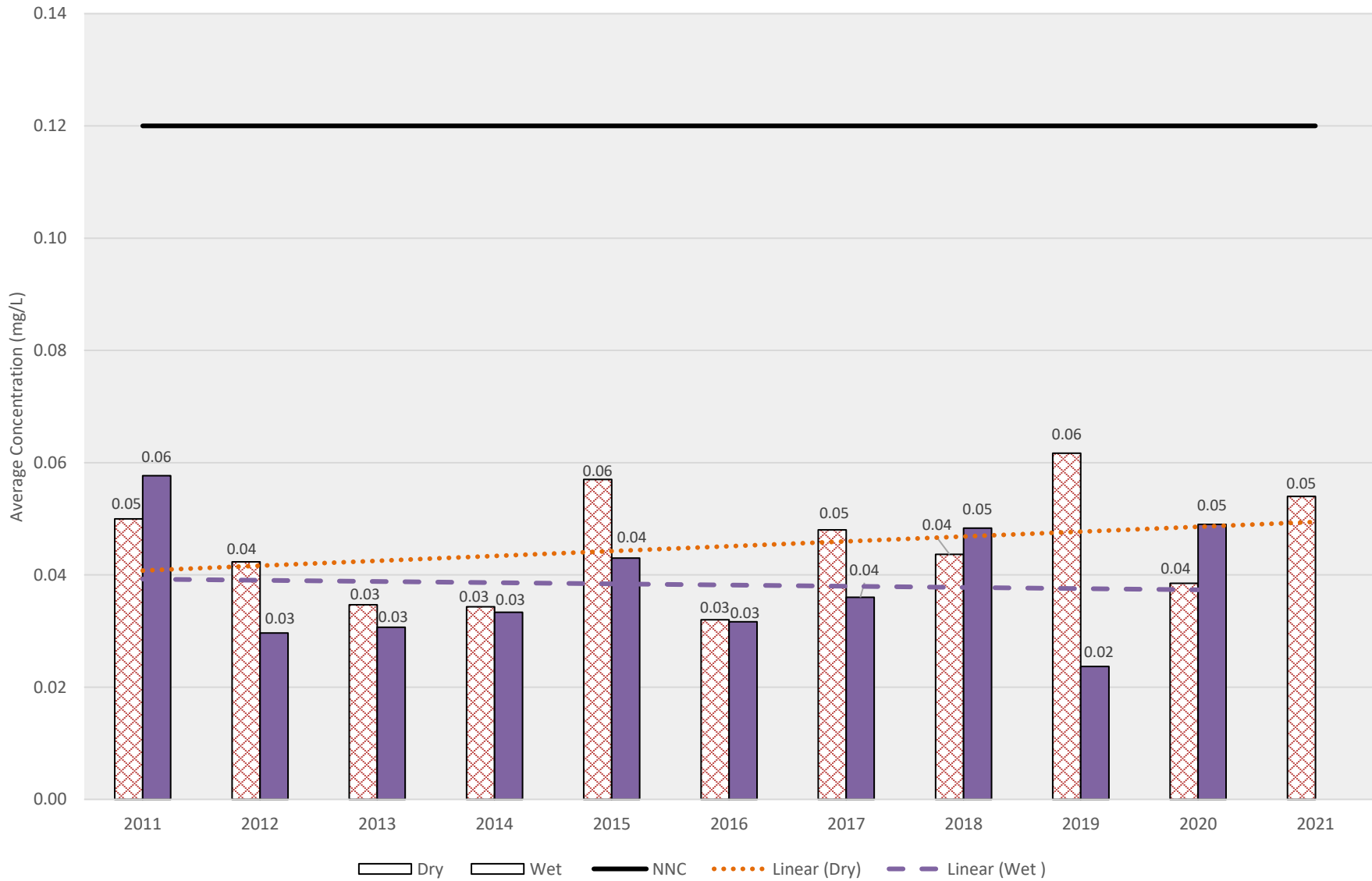
#### **Long-term summary:**

Water quality for River Ridge was analyzed using samples collected from nearby Lee County monitoring station 47A-4GR on the Estero River over a 10-year period from the wet season of 2011 through the dry season of 2021. Wet season trends for TN, TP, and BOD concentrations show a decrease over the 10-year period, while the trend for Chl-a shows a slight increase. Dry season concentrations of TN, TP, and Chl-a show increasing trends, while BOD shows a decreasing trend.

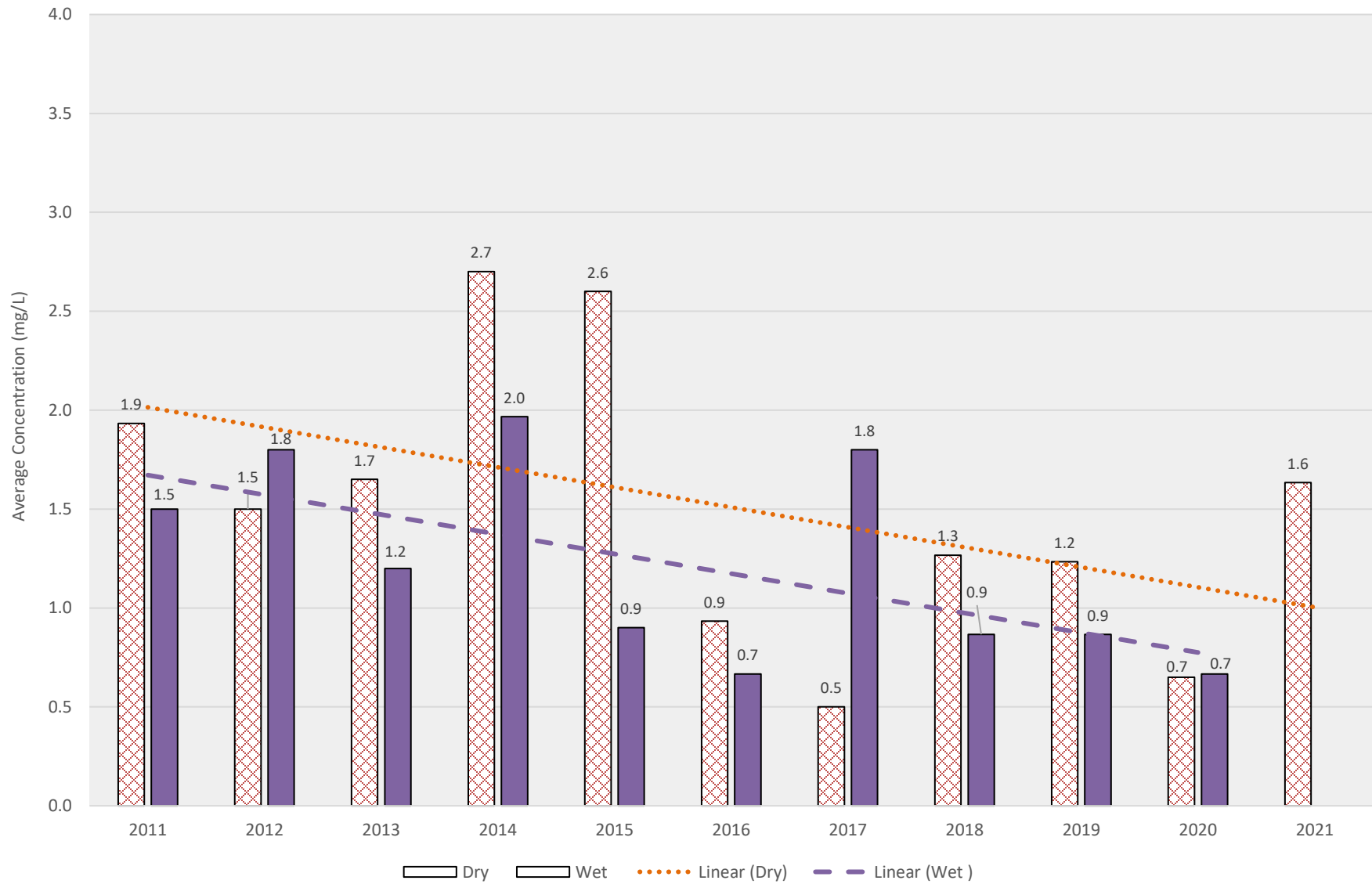
River Ridge (Estero River 47A-4GR)  
Total Nitrogen (TN)  
2011-2021



River Ridge (Estero River 47A-4GR)  
Total Phosphorus (TP)  
2011-2021

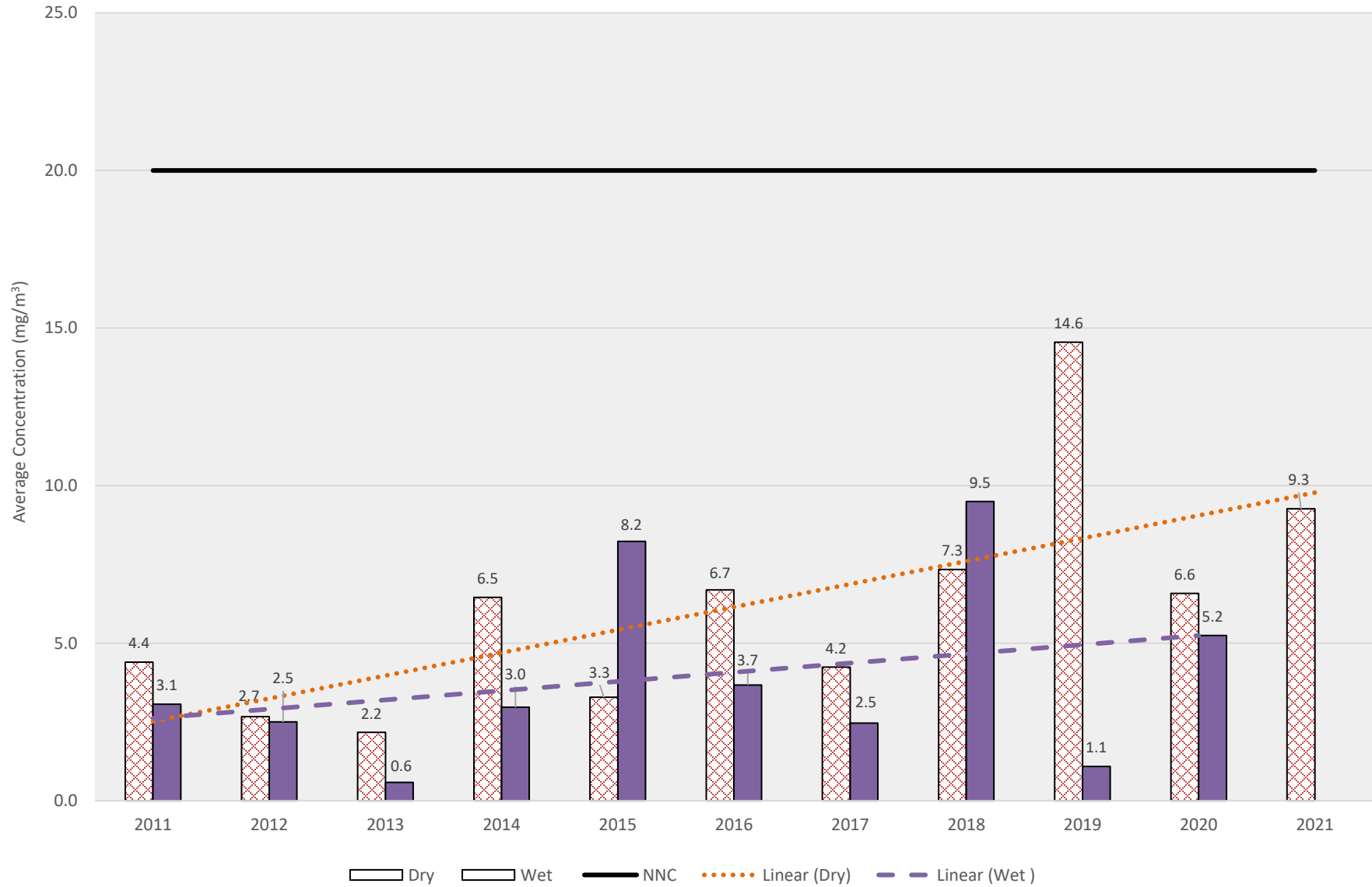
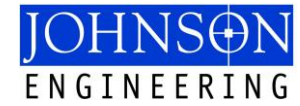


River Ridge (Estero River 47A-4GR)  
Biochemical Oxygen Demand (BOD)  
2011-2021





River Ridge (Estero River 47A-4GR)  
Chlorophyll-a (CHL-A)  
2011-2021



**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**6**



# MRI Construction Inc. DBA MRI UV Reline Division

5783 Bayshore Rd. #115  
N. FT. Myers, FL 33917

239-984-5241

CGC 1507963

## Proposal

Name/Address
River Ridge CDD 9220 Bonita Beach Rd. Bonita Springs Fl. 34135

Date	Estimate No.
10/6/2021	52

Description	Rate	Total
<p>This proposal is for the repair of compromised pipe We will complete this repair by installing a CIPP UV Liner in approximately 165' feet of 18" pipe. And 146' Feet of 24" Pipe Located off Of Turn Berry in Pelican Sound</p> <p>We will Plug and dewater line and utilize the Vac truck to clean pipe of all sediment and debris. Please be aware that all sediment and material removed from the area is to be dumped on site in a designated area. If the material has to be hauled off site then additional charges will incur that cannot be determined until the cleaning is completed.</p> <p>We will also utilize TV Robotic System to video the pipe after we clean and remove debris. To assure that pipe is ready for the CIPP Liner.</p> <p>We will also utilize various different equipment if needed ( Excavator, Skid steer , Loader, Winch Trailer, Dump Trucks. We also have 2 dive crews on site during the work being completed</p> <p>We will utilize the CIPP Cure Truck to cure the New liner with the ultraviolet light system. This process can take up to 2 to 3 hours depending on size and length of liner.</p> <p>After the liner is Cured and cooled down we will utilize the TV Robotic System to Video the liner to assure that the liner cured correctly. You will receive a before and after video of this process.</p> <p>Any work completed outside the scope of this proposal will result in additional charges. M.R.I Construction, Inc. cannot be held responsible for unforeseen circumstances.</p> <p>We will leave area Final Graded, Sod and other Landscaping to be done by others.</p>	39590.64	39,590.64
<b>Total</b>		<b>\$39,590.64</b>

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance. Our workers are fully covered. We will not be responsible for any unforeseen incidents when dewatering any wet well system due to sink holes, crevasses, or breaches in or around wet well. This proposal does not include replacing any landscaping (trees, sod, shrubs, etc.) unless otherwise noted. All jobsites will be left clean.

Mike Radford President Michael Radford President

#### Acceptance of Proposal

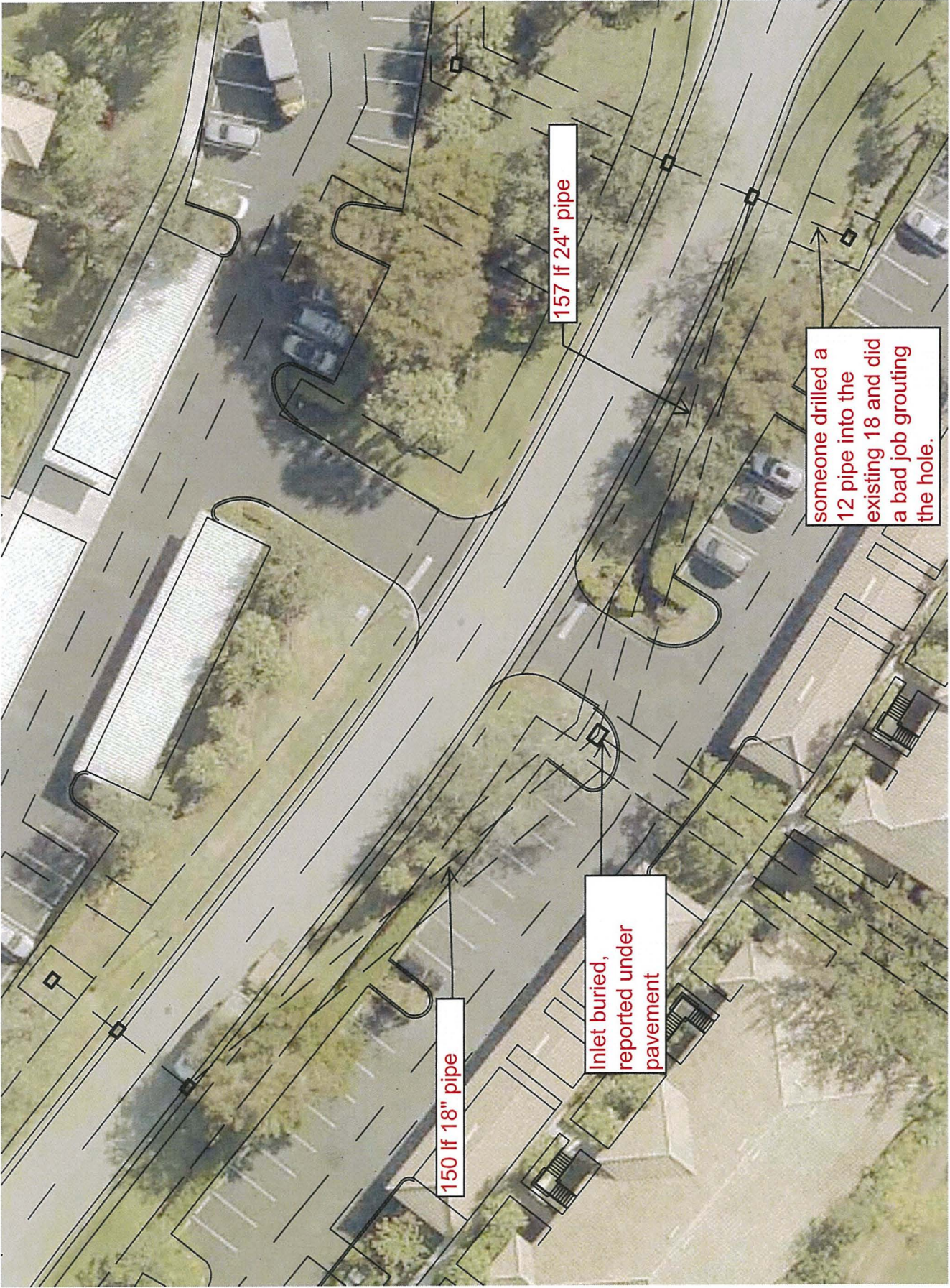
The Above price, specifications and conditions are satisfactory and are accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. I will agree to pay a 10% late fee of invoice amount if payment is not made within 30 days of invoice date. This proposal may be withdrawn if not accepted within 30 days.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date of acceptance \_\_\_\_\_

**utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledge all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.**



150 lf 18" pipe

Inlet buried,  
reported under  
pavement

157 lf 24" pipe

someone drilled a  
12 pipe into the  
existing 18 and did  
a bad job grouting  
the hole.

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**7**



Member



S.W. Florida's Largest



Founding Member



POWER WASHERS OF NORTH AMERICA

Founding Member

DATE: 10/8/21  
NUMBER OF PAGES: 1

PHONE: 239-989-2939  
crismond@whhassociates.com

**RIVER RIDGE CDD  
C/O WRATHELL, HUNT AND ASSOCIATES, LLC.**

ATTENTION: CLEO ADAMS

FROM: MIKE SKARE

PROJECT: PELICAN SOUND GOLF & RIVER CLUB, 9220 BONITA BEACH RD, BONITA SPRINGS 34135

WE HEREBY SUBMIT AN ESTIMATE FOR: **SWEEPING SERVICES**

**STREET SWEEP**

ALL INTERIOR COMMUNITY STREETS.

\*BASED ON PELICAN SOUND PROVIDING A DUMP AREA ON SITE .

**PRICE PER SWEEP**

\$675.00\*

**WORK TO BE PERFORMED (1) DAY PER WEEK NOVEMBER 1<sup>ST</sup> THROUGH NOVEMBER 30<sup>TH</sup> 2021 AND SEPTEMBER 1<sup>ST</sup> THROUGH NOVEMBER 30<sup>TH</sup> 2022.**

**PRICE EFFECTIVE THROUGH DECEMBER 31, 2022**

*PLEASE NOTE:* PRECISION CLEANING, INC. WILL REPORT TO PROPERTY MANAGERS ANY PROBLEMS, DAMAGES OR MISSING SPRINKLER HEADS NOTED DURING OUR SERVICE. PRICES CAN INCREASE DUE TO CONSTRUCTION ACTIVITY & STORMS, AS DIFFERENT EQUIPMENT MAY BECOME NECESSARY. DUMPSTER & LOADING DOCK AREAS MUST BE CLEAR OF DEBRIS.

**PLEASE SIGN, DATE & SEND BACK.**

**TERMS:** Net 10 days, (18% annually). Customer will be charged with all costs of collection including reasonable attorney's fees if such action becomes necessary. By signing this contract you are accepting the proposal price and Precision Cleaning Inc.'s insurance coverage. Any and all **vendor/sub-contractor contracts** must be remitted to Precision Cleaning, Inc. for review, in their entirety, before the work is scheduled and/or completed. **Work cannot be scheduled or commence until a signed contract is returned.** *Thank you.*

**BILLING ADDRESS: 9220 BONITA BEACH ROAD SUITE 214 BONITA SPRINGS, FL 34135**

Mike Skare SWEEPING OPERATIONS

**Safety  
First**

Acceptance      pos al

Date x \_\_\_\_\_

Sign, date & send back, Thank You

Signature x \_\_\_\_\_

Owner or Authorized Agent of Owner

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**8**

**From:** [Cleo Adams](#)  
**To:** [Debbie Tudor](#); [Daphne Gillyard](#)  
**Cc:** [Robert Schultz](#); [Charlie Krebs](#)  
**Subject:** Fwd: PSGRC  
**Date:** Thursday, October 7, 2021 3:15:37 PM

---

Please add to the October meeting agenda.

Cleo Adams  
Assistant District Manager  
Wrathell, Hunt & Associates. LLC.  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135  
(239) 989-2939 (M)

FRAUD ALERT-DUE TO INCREASED INSIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

---

**From:** Robert Schultz <rschultz@wyeknot.org>  
**Sent:** Thursday, October 7, 2021 2:49:44 PM  
**To:** Travis Childers <tchilders@psgrc.org>  
**Cc:** Cleo Adams <crismondc@whhassociates.com>; Bob Schultz <bob@wyeknot.org>; Eric Long <elong@psgrc.org>; Charlie Krebs <CharlieKrebs@hmeng.com>  
**Subject:** Re: PSGRC

Travis: Please move the radar/photo speed sign to that area and get some data.

Cleo, Charlie: Add to next meeting agenda.

Thanks,  
Bob

On Oct 7, 2021, at 2:05 PM, Travis Childers <tchilders@psgrc.org> wrote:

Good afternoon,

Please see the email below from a resident in Southern Hills. I deleted the first and last portion of her email as it did not pertain to River Ridge CDD.

Thanks,

Travis Childers | Assistant General Manager  
Pelican Sound Golf & River Club  
4569 Pelican Sound Blvd. | Estero, FL 33928  
Off. 239.948.5230 | Cell 239.691.1142

-----Original Message-----

From: Davida Whimster <dwhimster@comcast.net>  
Sent: Thursday, October 7, 2021 2:00 PM  
To: Travis Childers <tchilders@psgrc.org>



Subject: PSGRC

Hi Travis,

I wanted to raise a concern we have in our part of Southern Hills. I recognise this is for River Ridge once the cars have stopped at the stop sign at Turnberry they speed up and it's very hard to see as you come out of Southern Hills which means that you could easily have a collision with a car exiting southern hills and a car speeding down Pelican Sound Drive. An additional problem is specific to 21 700 Southern Hills Drive and particularly for units one 103 203 and you know that we are 203. Cars come round the corner into southern hills without recognising that we could be reversing out of our drive as they come careering around the corner at top speed. My neighbour has had some near misses. All of these problems could be addressed if you would just add a stop sign at the bottom of Pelican Sound Drive corner of Southern Hills. Would you be able to raise this with whomever needs to discuss it with River Ridge ahead of the busy season?

Best wishes

Davida

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**9**



Divisions of Southern Striping Solutions, LLC.  
 239.591.5903 office  
 239.719.7087 cell  
 239.280.0762 fax  
[www.collierpave.com](http://www.collierpave.com)

# PROPOSAL

Date: 9/21/2021  
 Estimate #: 21-0635  
 Project: Pelican Sound Turnberry Gutter and Asphalt Repair  
 Contractor: Hole Montes Inc.  
 Location: Ft. Myers  
 Scope: Curb, Asphalt

Item No.	Description	Quantity	Unit	Unit Price	Extension
	Mobilization, General Conditions	1	LS	\$ 1,650.00	\$ 1,650.00
	Remove Existing Valley Gutter and Replace	48	LF	\$ 95.30	\$ 4,574.52
	Remove Existing Asphalt	270	SY	\$ 11.40	\$ 3,076.81
	Pave Asphalt Type S-III, 1.50"	270	SY	\$ 19.60	\$ 5,291.87
				<b>Total:</b>	<b>\$ 14,593.20</b>

## TERMS AND CONDITIONS

- Price excludes all full depth repair to Sub-base
- Price excludes all replacement of any Wheel Stops
- Price excludes all concrete repairs or replacements
- No Permits, Fee's or Bond
- No traffic control or devices
- No Testing
- No Q/C Plan or Services
- No Fine Grade of sub-base
- Progress invoicing based on work completed
- Price submitted is good for 30 days from date of proposal
- Excludes all Asphalt over-runs due to yielding sub-grade or Base
- Asphalt material costs subject to (Fuel Cost Adjustment) base on market pricing after 90/days form contract.
- Final Prices Based on Field Measurements

  
 \_\_\_\_\_  
 Eddie Rey  
 Estimator/Project Manager

Date of Acceptance 9.29.21  
 by: 



**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**10**

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
SEPTEMBER 30, 2021**

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2021**

	General Fund	Special Revenue Fund	Total Governmental Funds
<b>ASSETS</b>			
Cash			
SunTrust			
Operating	\$ 138,506	\$ -	\$ 138,506
Loan account 2019	-	75,316	75,316
SRF - Pelican Sound	-	208,512	208,512
Florida Community Bank			
Note reserve 2016	-	10,000	10,000
Note reserve 2019	-	10,000	10,000
Total assets	\$ 138,506	\$ 303,828	\$ 442,334
<b>LIABILITIES</b>			
<b>Liabilities</b>			
Accounts payable	\$ 3,565	\$ 1,512	\$ 5,077
Total liabilities	3,565	1,512	5,077
<b>FUND BALANCE</b>			
Unassigned	134,941	302,316	437,257
Total fund balance	134,941	302,316	437,257
Total liabilities and fund balance	\$ 138,506	\$ 303,828	\$ 442,334

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES - GENERAL FUND  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ -	\$ 216,741	\$ 214,350	101%
Interest & miscellaneous	1	22	750	3%
Total revenues	<u>1</u>	<u>216,763</u>	<u>215,100</u>	101%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	861	11,426	10,918	105%
Management/accounting	4,284	51,408	51,408	100%
Audit	-	4,544	7,100	64%
Special assessment preparation	-	6,500	6,500	100%
Legal fees	934	9,460	10,000	95%
Engineering	636	8,458	10,000	85%
NPDES reporting filing	1,790	7,900	13,000	61%
Telephone	33	400	400	100%
Postage	262	1,305	1,000	131%
Insurance	-	6,733	7,100	95%
Printing & binding	62	750	750	100%
Legal advertising	1,188	1,875	1,000	188%
Contingencies	22	347	3,880	9%
Subscriptions & memberships	-	175	175	100%
Website maintenance	-	705	705	100%
ADA website compliance	-	210	210	100%
Property taxes	-	9	-	N/A
Total administrative	<u>10,072</u>	<u>112,205</u>	<u>124,146</u>	90%
<b>Field services</b>				
Other contractual - field management				
Q & A	217	2,604	2,601	100%
Contingencies	-	-	1,000	0%
Other contractual	2,429	32,941	40,000	82%
Street lighting	586	3,485	4,500	77%
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>3,232</u>	<u>45,750</u>	<u>84,601</u>	54%

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES - GENERAL FUND  
FOR THE PERIOD ENDED SEPTEMBER 30, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Other fees and charges</b>				
Property appraiser	-	1,571	1,725	91%
Tax collector	-	2,278	2,588	88%
Total other fees and charges	<u>-</u>	<u>3,849</u>	<u>4,313</u>	89%
Subtotal expenditures: general	<u>13,304</u>	<u>161,804</u>	<u>213,060</u>	76%
Net change in fund balances	(13,303)	54,959	2,040	
Fund balances - beginning				
Unassigned	148,244	79,982	59,650	
Fund balances - ending				
Unassigned	134,941	134,941	61,690	
Fund balances - ending	<u>\$ 134,941</u>	<u>\$ 134,941</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 SEPTEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: Pelican Sound	\$ -	\$ 578,668	\$ 578,500	100%
Interest & miscellaneous: Pelican Sound	3	39	500	8%
Total revenues	<u>3</u>	<u>578,707</u>	<u>579,000</u>	100%
<b>EXPENDITURES</b>				
<b>Professional services</b>				
Audit	-	2,556	3,400	75%
Legal	-	-	5,000	0%
Engineering	877	14,217	20,000	71%
Contingencies	46	520	600	87%
Total professional services	<u>923</u>	<u>17,293</u>	<u>29,000</u>	60%
<b>Other contractual</b>				
Field management	417	5,000	5,000	100%
Lake/wetland	7,488	96,152	95,000	101%
Drainage pipe annual inspection and cleaning	-	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	635	40,406	15,000	269%
Contingencies	-	6,000	125,000	0%
Total other contractual	<u>8,540</u>	<u>478,427</u>	<u>550,000</u>	87%
Net change in fund balances	(9,460)	82,987	-	
Fund balances - beginning				
Unassigned	311,776	219,329	191,868	
Fund balances - ending				
Unassigned	<u>302,316</u>	<u>302,316</u>	<u>191,868</u>	
Fund balances - ending	<u>\$ 302,316</u>	<u>\$ 302,316</u>	<u>\$ 191,868</u>	

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

**River Ridge CDD**  
**Check Register**  
**September 2021**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
<b>Bill Pmt -Check</b>	<b>CBI</b>	<b>09/02/2021</b>	<b>FEDEX</b>	<b>151.002 · Suntrust Operating Account</b>		<b>-138.05</b>
Bill	7-478-10003	09/01/2021		519.410 · Postage	-115.65	115.65
Bill	7-485-03179	09/01/2021		519.410 · Postage	-22.40	22.40
TOTAL					-138.05	138.05
<b>Check</b>	<b>DD</b>	<b>09/30/2021</b>	<b>JAMES E. GILMAN JR.</b>	<b>151.002 · Suntrust Operating Account</b>		<b>-184.70</b>
				511.00 · Supervisor's Fees	-184.70	184.70
TOTAL					-184.70	184.70
<b>Check</b>	<b>DD</b>	<b>09/30/2021</b>	<b>ROBERT SCHULTZ {Employee}</b>	<b>151.002 · Suntrust Operating Account</b>		<b>-184.70</b>
				511.00 · Supervisor's Fees	-184.70	184.70
TOTAL					-184.70	184.70
<b>Check</b>	<b>DD</b>	<b>09/30/2021</b>	<b>TERRY MOUNTFORD {Employee}</b>	<b>151.002 · Suntrust Operating Account</b>		<b>-184.70</b>
				511.00 · Supervisor's Fees	-184.70	184.70
TOTAL					-184.70	184.70
<b>Check</b>	<b>DD</b>	<b>09/30/2021</b>	<b>ROBERT TWOBMLY</b>	<b>151.002 · Suntrust Operating Account</b>		<b>-184.70</b>
				511.00 · Supervisor's Fees	-184.70	184.70
TOTAL					-184.70	184.70
<b>Bill Pmt -Check</b>	<b>6033</b>	<b>09/02/2021</b>	<b>JOHNSON ENGINEERING, INC.</b>	<b>151.002 · Suntrust Operating Account</b>		<b>-1,250.00</b>
Bill	20044471-019 7	09/01/2021		538.300 · NPDES Program	-1,250.00	1,250.00
TOTAL					-1,250.00	1,250.00
<b>Bill Pmt -Check</b>	<b>6034</b>	<b>09/02/2021</b>	<b>LAZS LAWN SERVICE INC.</b>	<b>151.002 · Suntrust Operating Account</b>		<b>-2,428.60</b>
Bill	4186	09/01/2021		538.340 · Other Contractual Services	-2,428.60	2,428.60
TOTAL					-2,428.60	2,428.60
<b>Bill Pmt -Check</b>	<b>6035</b>	<b>09/02/2021</b>	<b>WOODWARD, PIRES AND LOMBARDO. P.A.</b>	<b>151.002 · Suntrust Operating Account</b>		<b>-150.00</b>
Bill	18437	09/01/2021		514.310 · Legal Fees	-150.00	150.00
TOTAL					-150.00	150.00
<b>Bill Pmt -Check</b>	<b>6036</b>	<b>09/02/2021</b>	<b>WRATHELL, HUNT AND ASSOCIATES, LLC</b>	<b>151.002 · Suntrust Operating Account</b>		<b>-4,596.58</b>

**River Ridge CDD  
Check Register  
September 2021**

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill	2021-0088	09/01/2021		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
				539.020 · Field Management	-382.04	416.67
				538.336 · Q & A	-198.74	216.75
TOTAL					-4,596.58	5,013.25
<b>Bill Pmt -Check</b>	<b>6037</b>	<b>09/02/2021</b>	<b>SOLITUDE LAKE MANAGEMENT</b>	<b>151.003 · SRF - Pelican Sound</b>		<b>-7,487.76</b>
Bill	PI-A00652612	09/01/2021		539.021 · Lake/Wetland	-7,487.76	7,487.76
TOTAL					-7,487.76	7,487.76
<b>Bill Pmt -Check</b>	<b>6038</b>	<b>09/02/2021</b>	<b>WRATHELL, HUNT AND ASSOCIATES, LLC</b>	<b>151.003 · SRF - Pelican Sound</b>		<b>-416.67</b>
Bill	2021-0088	09/01/2021		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

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**11**

**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 September 28, 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 phone)	Chair
Terry Mountford	Vice Chair
James Gilman	Assistant Secretary
Robert Twombly	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Tony Pires	District Counsel
Charlie Krebs	District Engineer
Eric Long	PSGRC General Manager
Neil Collins	PSGRC Treasurer

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 1:00 p.m. Supervisors Mountford, Gilman and Twombly were present, in person. Supervisor Schultz was attending via Zoom. Supervisor Blumenthal was not present.

**On MOTION by Mr. Twombly and seconded by Mr. Gilman, with all in favor, authorizing Mr. Schultz's attendance and full participation, via telephone or Zoom, due to exceptional circumstances, was approved.**

39 **SECOND ORDER OF BUSINESS**

**Public Comments: Agenda Items (5 minutes per speaker)**

40  
41

42 There were no public comments.

43

44 **THIRD ORDER OF BUSINESS**

**Updates: SOLitude Lake Management**

45

46 • **Status of Lake H1-B**

47 Mrs. Adams presented Mr. Kurth’s report as follows:

48 ➤ Lake H1-B looked good. The intake hose for the biogenerator requires repair; no  
49 timeline for the repair was provided.

50 ➤ Lake H2-A was treated for plankton algae last week.

51 ➤ Lake H1-A looked good.

52 Mr. Schultz recalled that, at the last meeting, a resident expressed concern about Lake  
53 H1-C. He asked Mrs. Adams to request an update and follow up with the resident.

54 A Board Member stated the lake on Sound #4 still has algae on the shoreline. Mr.  
55 Schultz stated that is Lake H1-A.

56 Mr. Schultz asked who else was attending the meeting, aside from the Board Members  
57 and immediate Staff. Mrs. Adams stated Mr. Long was in attendance, as well as Mr. Neil Collins,  
58 Treasurer of the PSGRC Board.

59 Mr. Long asked for the location of the algae at Lake H1-A. A Board Member stated it  
60 seemed to be on the shoreline, all around the lake.

61

62 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-12, Authorizing the District to Issue its Not-to-Exceed \$500,000 Taxable Revolving Line of Credit Note for Working Capital; Providing that Such Note Shall be Payable from Operation and Maintenance Special Assessments Upon Benefitted Properties in the District, 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**

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73 **Bank; Providing for the Rights, Security and**  
74 **Remedies for the Owner of Such Note;**  
75 **Providing for the Creation of Certain**  
76 **Funds; Making Certain Covenants and**  
77 **Agreements in Connection Therewith;**  
78 **Providing Severability; and Providing an**  
79 **Effective Date**  
80

81 Mrs. Adams stated this item would be deferred to the next meeting because Mr.  
82 Blumenthal was unable to attend today's meeting and he had questions about the matter. Mr.  
83 Adams stated that several items must be reviewed prior to the next meeting.

84 Mr. Mountford stated he valued Mr. Blumenthal's accounting expertise on such  
85 matters. He invited Mr. Collins to attend the next meeting or email his comments.

86 This item was deferred.

87

88 **FIFTH ORDER OF BUSINESS**

**Discussion/Consideration: Speed Table at  
89 Roundabout**

90

91 Mr. Krebs stated he had not heard any complaints about speeding at the roundabout.  
92 He felt that the roundabout looks very nice without a speed table and, if traffic is functioning  
93 well, there may not be a need to install a speed table. If the decision is made to install a speed  
94 table, the Village of Estero has adopted a Fire Department-approved "tabletop" design that is  
95 different from what was previously installed. Also, a request must be submitted to the Village  
96 of Estero for permitting.

97 A Board member asked if it is considered an LDO. Mr. Krebs responded affirmatively and  
98 stated the Fire Department has real concerns because speed tables slow down emergency  
99 response times.

100 Mr. Mountford asked Mr. Krebs if he thought the roundabout renovations reduced  
101 speeding. Mr. Krebs stated it was unclear; it could be that the sign has been up long enough  
102 such that residents may have changed their driving habits. He had not been notified of  
103 speeding or near misses.

104 Mr. Long stated one resident asked for the speed table to be reinstalled.



105 Mr. Adams felt that the Board and Staff should continue monitoring the roundabout  
106 and, if a speed table is installed, paver bricks should be used for aesthetic purposes.

107 Mr. Long stated some residents reported a 1½” difference between the concrete and  
108 asphalt when exiting the Corkscrew roundabout. He asked if it could be patched with asphalt  
109 there and on the entry side.

110 Discussion ensued regarding ways to repair the issue and a similar issue at Pinehurst.  
111 Mr. Krebs stated he would request an estimate from Collier Paving to repair the asphalt at the  
112 roundabout exit and entrance in conjunction with scheduled repairs in Turnberry.

113 Mr. Schultz asked if the speed hump sign was still up. Mr. Krebs believed it was still up.  
114 Staff would remove the sign and store it for possible future use.

115

116 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of August 31, 2021**

117

118

119 Mrs. Adams presented the Unaudited Financial Statements as of August 31, 2021. She  
120 stated that Mr. Long brought to her attention that two Tincher Concrete invoices were  
121 incorrectly included on the Financial Impact Analysis Report and, as a result, the unencumbered  
122 funds were corrected from \$20,497 to \$44,230. Updated copies of the Report were submitted  
123 to Management for distribution to the Board and Staff.

124 The financials were accepted.

125

126 **SEVENTH ORDER OF BUSINESS**

**Consideration of August 24, 2021 Public  
Hearings and Regular Meeting Minutes**

127

128

129 Mrs. Adams presented the August 24, 2021 Public Hearings and Regular Meeting  
130 Minutes.

131 The following changes were made:

132 Line 94: Change “improve it” to “it improve”

133 Line 126: Insert “per unit” after “increase”

134 Line 166: Change “Mountford” to “Blumenthal”

135

136 On MOTION by Mr. Gilman and seconded by Mr. Twombly, with all in favor,  
137 the August 24, 2021 Public Hearings and Regular Meeting Minutes, as  
138 amended, were approved.

139

140

141 • **Active Action and Agenda Items**

142 Items 4, 8 and 9 were completed.

143 Item 3 would be edited to reflect that Hammock Green, the only section left, would be  
144 completed in mid to late October

145 Mr. Long asked for an action item to be added for January for three injection treatment  
146 stations to be reviewed at the beginning of next year.

147 Mr. Schultz asked for the addition of an action item related to electric equipment  
148 malfunctions possibly related to pool equipment. Mrs. Adams stated this was already in  
149 progress.

150 Mr. Mountford asked about canna lily harvesting and discussed complaints from  
151 Palmetto Dunes residents about their water views being blocked. Mrs. Adams' plan was to  
152 allow SOLitude to harvest the canna lilies at no cost to the CDD, which was reflected on the Key  
153 Activity Dates report.

154

155 **EIGHTH ORDER OF BUSINESS**

**Staff Reports**

156

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

158 There was no report.

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

160 Mr. Krebs stated that Collier Paving began grading the sidewalks and, when a crew is  
161 available, the cracked sidewalks would be replaced. This should be completed by the next  
162 meeting. Mr. Pires observed that the hazardous areas were appropriately marked.

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

164 **I. Key Activity Dates**

165 The Key Activity Dates List was included for informational purposes.

166 Mrs. Adams stated Dry Retention Maintenance Projects was added to the sheet;  
167 trimming of cord grasses would be scheduled for October.

168 **II. NEXT MEETING DATE: October 26, 2021 at 1:00 P.M.**

169 • **QUORUM CHECK**

170 Supervisors Gilman, Schultz, Mountford and Twombly confirmed their attendance at the  
171 October 26, 2021 meeting.

172 Mr. Schultz believed that Zoom access should continue for future meetings. Mrs. Adams  
173 stated a readvertisement would be submitted.

174 Mr. Pires asked if any comments were received via fax, email or as a chat on Zoom. Mrs.  
175 Adams stated there were none.

176

177 **NINTH ORDER OF BUSINESS**

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

178

179

180 Mr. Mountford recalled that at the last meeting, during discussion about the \$500,000  
181 loan, Mr. Stoltzfus stated that, when unexpected unbudgeted expenses arose, the budget was  
182 revised and funds were borrowed from the PSGRC. He asked if the consensus was that the  
183 \$500,000 loan would be utilized instead.

184 Mr. Adams stated the intent is for those funds to be used to address emergency  
185 expenses, such as an emergency pump replacement, catastrophe response, sinkhole, drainage  
186 line collapse, etc. The documents were amended to enable the Board to define what qualifies  
187 as a "disaster".

188 Mr. Pires stated the current version in the agenda refers to "short-term working capital  
189 needs". Mr. Mountford voiced his opinion that it is important to wait until the next budget  
190 cycle, if possible, and asked if the Agreement precluded obtaining any other financing. Mr.  
191 Adams stated it does not but the bank would like to partner with the CDD on any of its  
192 additional debt.

193 Mr. Mountford expressed his opinion that utilizing the loan does add to the cost, as  
194 opposed to borrowing from the PSGRC, and there may be projects for which \$500,000 is not  
195 sufficient.

196 No members of the public spoke.

197

198 **TENTH ORDER OF BUSINESS**

**Adjournment**

199

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

201

202 **On MOTION by Mr. Mountford and seconded by Mr. Twombly, with all in**  
203 **favor, the meeting adjourned at 1:35 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**RIVER RIDGE CDD**  
**ACTIVE ACTION AND AGENDA ITEMS**  
From 09.28.21 Meeting – for 10.26.21 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**              **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**
  
4. **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. **08.24.21** Staff to work with Mr. Mitchell to revise document to be less restrictive; this item would be presented at the next meeting. **ONGOING**
  
5. **ACTION**              **08.24.21** Additional Canna lilies to be harvested in Fall 2021. **ONGOING**
  
6. **ACTION/AGENDA** **09.28.21** Hammock Green sections of roadwork projected to be complete in mid to late October. Mr. Long to ensure information about the road work is disseminated and people are encouraged to use the US 41 entrance. **ONGOING**
  
7. **ACTION**              **09.28.21** Mrs. Adams to request an update from SOLitude regarding Lake H1-C and follow up with the resident. **COMPLETED (subsequent to 09.28.21 meeting)**
  
8. **ACTION**              **09.28.21** Mr. Krebs to have Staff remove the speed hump sign from the roundabout and store it for possible future use. **ONGOING**
  
9. **ACTION**              **09.28.21** Mr. Krebs to request an estimate from Collier Paving for asphalt repairs at the roundabout exit and entrance in conjunction with scheduled repairs in Turnberry. **ONGOING**
  
10. **ACTION**              **09.28.21** Mr. Long to revisit the three injection treatment stations in January 2022. **ONGOING**
  
11. **ACTION**              **09.28.21** Mr. Long to address electrical supply malfunctions possibly related to pool equipment. **ONGOING**

**RIVER RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**12CI**

# RIVER RIDGE CDD

## Key Activity Dates

Updated: October 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 October.	Jan/May/August/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 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 for a cost of \$18,350.00. 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 & Hammock Greens Projects	SOP	N/A	Corkscrew Project to be scheduled in August 2021 - Pavers at Round-about and have been completed. Hammock Greens Projects will commence in mid October.	8/1/2021 thru 10/1/21
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 August 2021 by the PSGRC & by the District Engineer. Note: Sidewalk grinder to be rented @ a cost of \$750.00 per week as necessary.	November/August
River (8) Tee Box Harvesting & H1-B Canna Lilly trimming	SOP	N/A	Harvesting completed in June and will be scheduled in October. Staff to mow Canna Lilly at this location as well as H1-B (resident side of pond) on an annual basis as may be necessary twice per year. Event completed July 22nd. A second trimming will be scheduled in October.	July and October
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.	9/15/2022
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal year with an effective of October 1st thru September 30th	10/1/2022
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.	10/1/2022
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**

**12CII**

# 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
<b>October 26, 2021</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/83622713909">https://us02web.zoom.us/j/83622713909</a> Meeting ID: 836 2271 3909 Dial by your location 1 929 205 6099 Meeting ID: 836 2271 3909			
<b>November 9, 2021*</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Lakes</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/84298872943">https://us02web.zoom.us/j/84298872943</a> Meeting ID: 842 9887 2943 Dial by your location 1 929 205 6099 Dial Meeting ID: 842 9887 2943			
<b>December 14, 2021*</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86551909864">https://us02web.zoom.us/j/86551909864</a> Meeting ID: 865 5190 9864 Dial by your location 1 929 205 6099 Meeting ID: 865 5190 9864			
<b>January 25, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86587552750">https://us02web.zoom.us/j/86587552750</a> Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			
<b>February 22, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86587552750">https://us02web.zoom.us/j/86587552750</a> Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			
<b>March 22, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86587552750">https://us02web.zoom.us/j/86587552750</a> Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Dial by your location Meeting ID: 865 8755 2750			
<b>April 26, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86587552750">https://us02web.zoom.us/j/86587552750</a> Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			
<b>May 24, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86587552750">https://us02web.zoom.us/j/86587552750</a> Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			

DATE	POTENTIAL DISCUSSION/FOCUS	TIME	ROOM
<b>June 28, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86587552750">https://us02web.zoom.us/j/86587552750</a> Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			
<b>July 26, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86587552750">https://us02web.zoom.us/j/86587552750</a> Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			
<b>August 23, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86587552750">https://us02web.zoom.us/j/86587552750</a> Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			
<b>September 27, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>	<b>Sound</b>
Join Zoom Meeting, <a href="https://us02web.zoom.us/j/86587552750">https://us02web.zoom.us/j/86587552750</a> Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			

**\* Exceptions**

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

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