

RIVER RIDGE

COMMUNITY DEVELOPMENT DISTRICT

March 22, 2022

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

March 15, 2022

Board of Supervisors
River Ridge Community Development District

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

Dear Board Members:

The Board of Supervisors of the River Ridge Community Development District will hold a Regular Meeting on March 22, 2022 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/86587552750>, Meeting ID: **865 8755 2750** or telephonically at **1-929-205-6099**, Meeting ID: **865 8755 2750**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items *(5 minutes per speaker)*
3. Consideration of SOLitude Lake Management Nitrogen Testing Proposal for H1-B
4. Discussion/Consideration of M.R.I. Inspection, LLC, Estimates
 - A. #3285 to Send ROV Submersible Camera Through Specified Drainage Lines in Palmetto Dunes from Lake H1-B to Lake H1-A
 - B. #3298 for Drainage Pipe Inspection in Areas Identified in Curb and Asphalt Inspection
5. Continued Discussion: Corkscrew Circle Concerns
6. Acceptance of Unaudited Financial Statements as of February 28, 2022
7. Approval of February 22, 2022 Regular Meeting Minutes
 - Active Action and Agenda Items
8. Staff Reports
 - A. District Counsel: *Woodward Pires & Lombardo, P.A.*

- Consideration of Resolution 2022-03, Outlining Towing/Removal Procedures for Vehicles or Vessels Parked or Located in Designated “Tow-Away-Zones”, Including but Not Limited to District Owned Drives and Parking Areas; Providing Definitions; Providing an Effective Date

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

- Long-Term Stormwater Management & Analysis Report at Corkscrew Road

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

I. Key Activity Dates

II. NEXT MEETING DATE: April 26, 2022 at 1:00 P.M.

- QUORUM CHECK

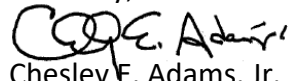
James (Jim) Gilman	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Bob Schultz	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Kurt Blumenthal	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE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

9. Supervisors’ Requests and Public Comments (*5 minutes per speaker*)

10. Adjournment

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

Sincerely,



Chesley E. Adams, Jr.

District Manager

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

3

SERVICES CONTRACT

CUSTOMER NAME: River Ridge CDD

SUBMITTED TO: Cleo Adams #239-989-2939 ckurth@solitudelake.com

CONTRACT EFFECTIVE DATE: April 1, 2022, through March 31, 2023

SUBMITTED BY: Jeff Moding

SERVICES: Total Nitrogen sampling of lake H1B Monthly.

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

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

2. PAYMENT TERMS. The Annual Contract Price is **\$1200.00.00**. SOLitude shall invoice Customer **\$100.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

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



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a four percent (4%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

14. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

River Ridge CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

9220 Bonita Beach Road Ste #214 Bonita Springs, FL 34135

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

WATER QUALITY TESTING

Equipment: Van Dorn Water Sampler, Water Sampling Kit,

Quantity 2

- 2** **TN: Lake #H1B**
(2) Total Nitrogen, Bottom and Surface Sample
These tests will be done monthly

1. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following the testing.
2. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Service Reporting:

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

Permitting (when applicable):

1. SOLitude staff will NOT be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.

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- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

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

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

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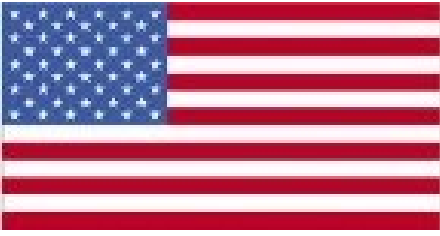


6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

4A



M.R.I. Inspection LLC
 5570 Zip Dr.
 Fort Myers Fl. 33905
 239-984-5241 Office
 239-707-5034 Mike
 239-236-1234 Fax
 CGC 1507963



Name

River Ridge CDD
 Cleo Adams
 9220 Bonita Beach Rd
 Bonita Springs, Florida 34135

Proposal

Project

ROV at Palmetto Dunes

Date	Estimate #
-------------	-------------------

3/1/2022

3285

Description	Total
<p>Total proposed cost to send the ROV submersible camera through specified drainage lines from Lake H1-B to Lake H1-A(CB-84A to CB-83A) inspect and assess the condition of each line for any defects or blockages. We will provide a detailed inspection report of our findings and a recording of the inspection. This price includes all labor, material and equipment needed to complete this job.</p> <p>Please be aware that in order to send the camera through each line there must be adequate amount of water and access with the truck and camera trailer must be available.</p> <p>Any work completed outside the scope of this proposal may result in additional charges.</p> <p>Video quality is dependent on water quality and may vary due to natural factors.</p>	<p>800.00</p>

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total \$800.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers
 All material is guaranteed to be as 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 the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevasses or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs,etc.) all Jobsites will be left clean,

Authorized Signature
Michael Radford
 Michael Radford President

Repretaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature _____

Date of acceptance _____

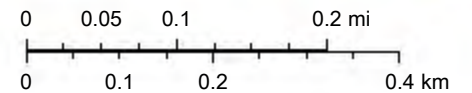
ArcGIS Web Map



3/1/2022, 10:17:41 AM

1:9,028

- CDD Structure (091720)
- Drainage Pipe (091720)
- River Ridge CDD Boundary
- CDD Drainage Pipe
- Other Drainage Pipe
- Lake / Dry Detention
- Lake

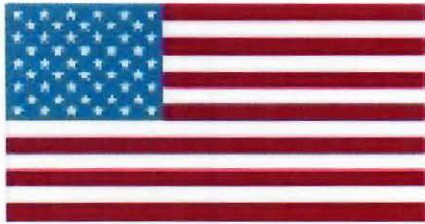


Lee County FL, State of Florida, Maxar, Esri Community Maps Contributors,

ArcGIS Web AppBuilder

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

4B



M.R.I. Inspection LLC
 5570 Zip Dr.
 Fort Myers Fl. 33905
 239-984-5241 Office
 239-707-5034 Mike
 239-236-1234 Fax
 CGC 1507963



Name

Proposal

Date

Estimate #

Hole Montes
 950 Encore Way
 Naples, Florida 34110
 Usa

Project

ROV at River Ridge

3/10/2022

3298

Description	Total
<p>Total proposed cost to send the ROV submersible camera through specified drainage lines listed below, to inspect and assess the condition of each line for any defects or blockages. We will provide a detailed inspection report of our findings and a recording of the inspection. This price includes all labor, material and equipment needed to complete this job.</p> <p>Please be aware that in order to send the camera through each line there must be adequate amount of water and access with the truck and camera trailer must be available.</p> <p>Any work completed outside the scope of this proposal may result in additional charges.</p> <p>Video quality is dependent on water quality and may vary due to natural factors.</p> <p>Lines 20835 Pinehurst Greens Dr. 20921 Pinehurst Greens Dr. Turnberry Lake Dr. near intersection with Sound Way 21768 Master Circle 21832 & 21825 Master Circle 21863 & 21854 Master Circle</p>	<p>1,300.00</p>

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total \$1,300.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers
 All material is guaranteed to be as 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 the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevases or breaches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean,

Authorized Signature
Michael Radford
 Michael Radford President

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature _____

Date of acceptance _____





**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

5







**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

6

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2022**

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2022**

	General Fund	Special Revenue Fund	Total Governmental Funds
ASSETS			
Cash			
SunTrust			
Operating	\$ 239,609	\$ -	\$ 239,609
Loan account 2019	-	75,316	75,316
SRF - Pelican Sound	-	594,542	594,542
Florida Community Bank			
Note reserve 2016	-	10,000	10,000
Note reserve 2019	-	10,000	10,000
Prepaid expense	705	-	705
Total assets	<u>\$ 240,314</u>	<u>\$ 689,858</u>	<u>\$ 930,172</u>
LIABILITIES			
Liabilities			
Accrued wages payable	\$ 1,076	\$ -	\$ 1,076
Total liabilities	<u>1,076</u>	<u>-</u>	<u>1,076</u>
FUND BALANCE			
Assigned			
Working capital	53,775	271,120	324,895
Unassigned	185,463	418,738	604,201
Total fund balance	<u>239,238</u>	<u>418,738</u>	<u>604,201</u>
Total liabilities and fund balance	<u>\$ 240,314</u>	<u>\$ 689,858</u>	<u>\$ 930,172</u>

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy	\$ 5,337	\$ 207,139	\$ 214,350	97%
Interest & miscellaneous	3	8	750	1%
Total revenues	<u>5,340</u>	<u>207,147</u>	<u>215,100</u>	96%
EXPENDITURES				
Administrative				
Supervisors	1,076	4,306	10,918	39%
Management/accounting	4,284	21,420	51,408	42%
Audit	640	640	7,100	9%
Special assessment preparation	-	6,500	6,500	100%
Legal fees	-	3,026	10,000	30%
Line of credit - costs	-	9,000	-	N/A
Engineering	-	1,055	10,000	11%
NPDES reporting filing	560	8,170	13,000	63%
Telephone	33	167	400	42%
Postage	8	382	1,000	38%
Insurance	-	6,958	7,100	98%
Printing & binding	62	312	750	42%
Legal advertising	-	533	1,000	53%
Contingencies	18	1,325	3,880	34%
Subscriptions & memberships	-	175	175	100%
Website maintenance	-	-	705	0%
ADA website compliance	-	199	210	95%
Property taxes	-	10	-	N/A
Total administrative	<u>6,681</u>	<u>64,178</u>	<u>124,146</u>	52%
Field services				
Other contractual - field management				
Q & A	217	1,084	2,601	42%
Contingencies	-	-	1,000	0%
Other contractual	3,838	14,888	40,000	37%
Street lighting	-	1,193	4,500	27%
Plant replacement	-	-	4,000	0%
Street sweeping	-	-	10,000	0%
Roadway repairs	-	600	2,500	24%
Aquascaping	-	135	20,000	1%
Total field services	<u>4,055</u>	<u>17,900</u>	<u>84,601</u>	21%

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GENERAL FUND
FOR THE PERIOD ENDED FEBRUARY 28, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees and charges				
Property appraiser	-	-	1,725	0%
Tax collector	-	2,278	2,588	88%
Total other fees and charges	-	2,278	4,313	53%
Subtotal expenditures: general	<u>10,736</u>	<u>84,356</u>	<u>213,060</u>	40%
Net change in fund balances	(5,396)	122,791	2,040	
Fund balances - beginning				
Unassigned	244,634	116,447	75,868	
Fund balances - ending				
Assigned				
Working capital	53,775	53,775	53,775	
Unassigned	185,463	185,463	24,133	
Fund balances - ending	<u>\$ 239,238</u>	<u>\$ 239,238</u>	<u>\$ 77,908</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 FEBRUARY 28, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: Pelican Sound	\$ 26,991	\$ 1,035,967	\$ 1,083,980	96%
Interest & miscellaneous: Pelican Sound	8	33	500	7%
Total revenues	<u>26,999</u>	<u>1,036,000</u>	<u>1,084,480</u>	96%
EXPENDITURES				
Professional services				
Audit	360	360	3,400	11%
Legal	-	-	5,000	0%
Engineering	-	13,082	20,000	65%
Contingencies	52	276	600	46%
Total professional services	<u>412</u>	<u>13,718</u>	<u>29,000</u>	47%
Other contractual				
Field management	417	2,083	5,000	42%
Lake/wetland	12,551	45,081	95,000	47%
Drainage pipe annual inspection and cleaning	-	46,091	45,000	102%
Lake bank remediation	-	-	50,000	0%
2019 Note - capital outlay	-	4,875	90,000	5%
Capital outlay	503,103	503,103	674,000	75%
Roadway RM/traffic calming	-	23,300	35,000	67%
Contingencies	-	18	25,000	1%
Total other contractual	<u>516,071</u>	<u>624,551</u>	<u>1,019,000</u>	61%
Net change in fund balances	(489,484)	397,731	36,480	
Fund balances - beginning				
Unassigned	1,179,342	292,127	299,406	
Fund balances - ending				
Assigned				
Working capital	271,120	271,120	271,120	
Unassigned	418,738	418,738	64,766	
Fund balances - ending	<u>\$ 689,858</u>	<u>\$ 689,858</u>	<u>\$ 335,886</u>	

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT
CHECK REGISTER
FEBRUARY 2022**

8:38 AM

03/15/22

River Ridge CDD
Check Register
 February 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	CBI	02/04/2022	FEDEX	151.002 · Suntrust Operating Account		-8.23
Bill	7-646...	02/03/2022		519.410 · Postage	-8.23	8.23
TOTAL					-8.23	8.23
Check	DD	02/03/2022	JAMES E. GILMAN JR.	151.002 · Suntrust Operating Account		-184.70
				511.00 · Supervisor's Fees	-184.70	184.70
TOTAL					-184.70	184.70
Check	DD	02/03/2022	ROBERT SCHULTZ {Employee}	151.002 · Suntrust Operating Account		-184.70
				511.00 · Supervisor's Fees	-184.70	184.70
TOTAL					-184.70	184.70
Check	DD	02/03/2022	KURT BLUMENTHAL	151.002 · Suntrust Operating Account		-184.70
				511.00 · Supervisor's Fees	-184.70	184.70
TOTAL					-184.70	184.70
Check	DD	02/03/2022	TERRY MOUNTFORD {Employee}	151.002 · Suntrust Operating Account		-184.70
				511.00 · Supervisor's Fees	-184.70	184.70
TOTAL					-184.70	184.70
Check	DD	02/03/2022	ROBERT TWOBMLY	151.002 · Suntrust Operating Account		-184.70
				511.00 · Supervisor's Fees	-184.70	184.70
TOTAL					-184.70	184.70
Bill Pmt -Check	6091	02/04/2022	GRAU AND ASSOCIATES	151.002 · Suntrust Operating Account		-640.00
Bill	21983	02/03/2022		513.320 · Audit Fees	-409.60	640.00
				539.010 · Audit	-230.40	360.00
TOTAL					-640.00	1,000.00

River Ridge CDD
Check Register
 February 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	6092	02/04/2022	WRATHELL, HUNT AND ASSOCIATES, LLC	151.002 · Suntrust Operating Account		-4,596.28
Bill	2021-...	02/03/2022		513.311 · Management	-3,927.69	4,284.00
				519.411 · Telephone	-30.56	33.33
				519.470 · Printing and Binding	-57.30	62.50
				539.020 · Field Management	-382.01	416.67
				538.336 · Q & A	-198.72	216.75
TOTAL					-4,596.28	5,013.25
Bill Pmt -Check	6093	02/04/2022	GRAU AND ASSOCIATES	151.003 · SRF - Pelican Sound		-360.00
Bill	21983	02/03/2022		513.320 · Audit Fees	-230.40	640.00
				539.010 · Audit	-129.60	360.00
TOTAL					-360.00	1,000.00
Bill Pmt -Check	6094	02/04/2022	SOLITUDE LAKE MANAGEMENT	151.003 · SRF - Pelican Sound		-5,063.59
Bill	PI-A0...	02/03/2022		539.021 · Lake/Wetland	-1,075.00	1,075.00
Bill	PI-A0...	02/03/2022		539.021 · Lake/Wetland	-3,988.59	3,988.59
TOTAL					-5,063.59	5,063.59
Bill Pmt -Check	6095	02/04/2022	WRATHELL, HUNT AND ASSOCIATES, LLC	151.003 · SRF - Pelican Sound		-416.97
Bill	2021-...	02/03/2022		513.311 · Management	-356.31	4,284.00
				519.411 · Telephone	-2.77	33.33
				519.470 · Printing and Binding	-5.20	62.50
				539.020 · Field Management	-34.66	416.67
				538.336 · Q & A	-18.03	216.75
TOTAL					-416.97	5,013.25
Bill Pmt -Check	6101	02/15/2022	LAZS LAWN SERVICE INC.	151.002 · Suntrust Operating Account		-3,837.60
Bill	5093	02/14/2022		538.340 · Other Contractual Services	-3,837.60	3,837.60
TOTAL					-3,837.60	3,837.60
Bill Pmt -Check	6102	02/15/2022	LEE COUNTY NATURAL RESOURCES	151.002 · Suntrust Operating Account		-560.00
Bill	2308	02/14/2022		538.300 · NPDES Program	-560.00	560.00
TOTAL					-560.00	560.00

River Ridge CDD
Check Register
 February 2022

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	6103	02/15/2022	PELICAN SOUND GOLF & RIVER CLUB, INC.	151.003 · SRF - Pelican Sound		-503,102.87
Bill	123121	02/14/2022		538.602 · Cap Outlay	-503,102.87	503,102.87
TOTAL					-503,102.87	503,102.87
Bill Pmt -Check	6104	02/15/2022	SOLITUDE LAKE MANAGEMENT	151.003 · SRF - Pelican Sound		-7,487.76
Bill	PI-A0...	02/14/2022		539.021 · Lake/Wetland	-7,487.76	7,487.76
TOTAL					-7,487.76	7,487.76

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

7

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 February 22, 2022 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/86587552750>, and telephonically at 1-929-205-6099, Meeting ID: 865 8755 2750 for both.

Present were:

Bob Schultz	Chair
Terry Mountford	Vice Chair
Kurt Blumenthal	Assistant Secretary
James Gilman	Assistant Secretary
Robert Twombly	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Tony Pires	District Counsel
Charlie Krebs	District Engineer
Bill Kurth	SOLitude Lake Management (SOLitude)
Christine Kennedy	SOLitude Lake Management (SOLitude)
Eric Long	PSGRC General Manager
Jack Crotty	Resident
Jim Swanger	Masters HOA President

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mrs. Adams called the meeting to order at 1:00 p.m. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments: Agenda Items (5 minutes per speaker)

40 Resident Jack Crotty reported experiencing several “close calls” at the traffic circle
41 entrance on Corkscrew Road and asked the Board to take action by approving one of the
42 proposals presented at the last meeting.

43

44 **THIRD ORDER OF BUSINESS**

**Discussion: SOLitude Lake Management
Premium Waterbody Assessment and
Coring (Lake H1B)**

45

46

47

48 Mr. Kurth and Ms. Kennedy presented the Waterbody Assessment and Coring Report for
49 Lake H1-B, which was requested to establish a baseline for water quality.

50 They reported that all “H” lakes were looking very good but they were unable to identify
51 the original location of the water flowing out from H1-B into H1-A.

52 Mr. Krebs stated the only thing in the area that can be contaminated was the lift station
53 at the entrance of Turnberry; he reported there may be some type of damage to the wet well
54 that would allow it to seep into the ground, from an upstream source.

55 Mr. Kurth suggested doing another test at the core site, in order to determine if this is a
56 sewage issue that is actually impacting the lake. He discussed the interconnected lakes
57 including P-96 and P98, which were displayed on the screen.

58 Mr. Krebs stated that this could be the same issue where they might need to repair the
59 pipe due to tree roots breaking into it and causing inflow from the groundwater. Mr. Krebs and
60 Mr. Kurth would inspect the area after the meeting.

61 After lengthy discussions trying to determine if the high nitrogen and ammonia levels
62 are just a trend, Mr. Kurth and Ms. Kennedy believed additional, frequent testing is needed, as
63 there is limited data available to make an informed conclusion and ongoing recommendation.

64 Mrs. Adams recalled that SOLitude has one more test to perform, as the Board
65 approved one for when the lake condition is good and another when it is not; however, Mr.
66 Kurth recommended the less costly option of performing two quarterly nitrogen tests to
67 determine what is causing this issue.

68 Mr. Kurth would provide a proposal for more frequent nitrogen testing for consideration
69 at the next meeting. Mrs. Adams stated that MRI will be on site next month to conduct their
70 annual inspection of the interconnecting pipes.

71 Mrs. Adams was asked to include "Continued Discussion: Corkscrew Traffic Circle" on
72 the next agenda.

73

74 **FOURTH ORDER OF BUSINESS**

**Continued Discussion: Traffic Safety in the
75 Masters**

76

77 • **Consideration of Lykins Signtek, Inc., No Parking Sign Estimate #44976**

78 Mr. Krebs presented the estimate to install five "No Parking" signs along Masters Circle.
79 Mrs. Adams stated the amount would be \$4,300, as the CDD is tax-exempt.

80 Discussion ensued regarding the high cost, due to supply and demand and the recent
81 changes in the criteria.

82 Mr. Blumenthal stated he was not convinced this is necessary, unless the Board
83 considers fixing the larger problem throughout the Masters community. He was unsure how
84 they can enforce this and recalled discussing the pros and cons and choosing not to install
85 signage at Corkscrew Circle at the last meeting. He felt the Board should be consistent in their
86 approach.

87

88 **On MOTION by Mr. Mountford and seconded by Mr. Schultz, with Mr.**
89 **Mountford, Mr. Schultz, Mr. Gilman and Mr. Twombly in favor and Mr.**
90 **Blumenthal dissenting, the Lykins Signtek, Inc., Estimate #44976, to purchase**
91 **and install five "No Parking" signs, in the not-to-exceed amount of \$4,300, was**
92 **approved. [Motion passed 4-1]**

93

94

95 **FIFTH ORDER OF BUSINESS**

**Consideration of Collier Paving & Concrete
96 Estimates for Torrey Pines Curb and
97 Pavement Repair Projects**

98

99 **A. Estimate #22-053 [\$8,912.84]**

100 Mr. Krebs stated this is for curb replacements along Pelican Sound Boulevard and on a
101 few other streets.

102 **B. Estimate #22-054 [\$4,507.61]**

103 Mr. Krebs stated this is to replace damaged curb and asphalt at Torrey Pines Way,
104 where the tree roots have broken through.

105 C. Estimate #22-055 [\$6,748.70]

106 Mr. Krebs stated this is the worst case scenario cost to replace the flat areas of curbs
107 holding water near Masters Circle and Gleneagles Links Drive, if the original plan to saw cut
108 them and create a trench, fails. The cost to saw cut the curbs was not included in the proposal.

109 Mr. Krebs explained the plan for the contractor to saw cut the curbs first and obtain
110 homeowner feedback in a month and determine if the saw cuts solved the issue or if it is
111 necessary to proceed with replacing the curb.

112 The Board discussed the estimates and asked Mr. Krebs to negotiate mobilization fees
113 down to one, since the Board is approving all the projects to be done simultaneously. The first
114 two estimates and only if needed, Estimate #22-055.

115

116 **On MOTION by Mr. Schultz and seconded by Mr. Blumenthal, with all in favor,**
117 **Collier Paving & Concrete Estimate #22-053, in the amount of \$8,912.84, and**
118 **Estimate #22-054, in the amount of \$4,507.61, and, only if needed, Estimate**
119 **#22-055, in the amount of \$6,748.70, for Curb and Pavement Repair Projects,**
120 **subject to Mr. Krebs negotiating adjusted mobilization fees, were approved.**

121

122

123 Mr. Adams arrived at the meeting at 1:34 p.m.

124

125 **SIXTH ORDER OF BUSINESS**

**Consideration of MAJ Contracting Inc.
Proposal to Move White Paver Stop Bar**

126

127

128 Mr. Krebs presented the MAJ Contracting, Inc., proposal to move the stop bar at Pelican
129 Sound Boulevard and Pelican Sound Drive to resolve visibility issues; the proposal was not in
130 the agenda package when he presented this at the last meeting. He stated that he met with
131 Mr. Long on site and they determined something should be done to address the visibility issues.

132 A Board Member recalled that the vote to approve this failed at the last meeting, which
133 was affirmed in the prior meeting minutes.

134 This item would be removed from future agendas.

135

136 **SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-02,
Implementing Section 190.006(3), Florida**

137

Statutes, and Requesting that the Lee County Supervisor of Elections Begin Conducting the District’s General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

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Mrs. Adams presented Resolution 2022-02. Seats 1 and 2, currently held by Mr. Gilman and Mr. Schultz, respectively, are estimated up for election at the November 2022 General Election.

On MOTION by Mr. Blumenthal and seconded by Mr. Gilman, with all in favor, Consideration of Resolution 2022-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Lee County Supervisor of Elections Begin Conducting the District’s General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date, was adopted.

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EIGHTH ORDER OF BUSINESS

Discussion: Review of Annual Newsletter

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Board Members thanked Mr. Willis and Mr. Twombly for preparing the annual newsletter, which was distributed in the meeting. Revisions were provided to Mr. Willis.

A Board Member stated that Mr. Gilman told him he can share the newsletter with his community; however, as all of the items address issues within the Pelican Sound Community, he most likely would not. Mrs. Adams stated that the newsletter will not be sent to the Commercial Management Company.

Mr. Willis will send the revised newsletter to the Board and to Pelican Sound; it should be posted on the CDD website within the week and e-blasted to homeowners/residents.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of January 31, 2022

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173

Mrs. Adams presented the Unaudited Financial Statements as of January 31, 2022. The FY2022 Operations Financial Impact Analysis Report was distributed.

174 Mrs. Adams advised that Accounting was in the process of correcting two posts; one for
175 \$11,000 in the General Fund "Engineering" budget line item belonging to the "Pelican Sound
176 Program", and the other for \$600 in the Pelican Sound Program "Roadway RM/traffic calming"
177 budget line item belonging to the "General Fund". Mr. Krebs stated he would ensure his
178 submittals specify specific coding information for posting purposes.

179 Mr. Adams reported that the CDD's payment to The Club was processed last Monday.
180 The financials were accepted.

181

182 **TENTH ORDER OF BUSINESS**

**Approval of January 25, 2022 Regular
183 Meeting Minutes**

184

185 Mrs. Adams presented the January 25, 2022 Regular Meeting Minutes. Edits were
186 previously submitted to Management, which included the following change:

187 Lines 29 and 92: Change "Dick Renaud" to "Dikran Ohannessian"

188 Line 83: Change "Mr. Krebs" to "my"

189

190 **On MOTION by Mr. Blumenthal and seconded by Mr. Gilman, with all in favor,**
191 **the January 25, 2022 Regular Meeting Minutes, as amended, were approved.**

192

193

194 • **Active Action and Agenda Items**

195 Items 3, 7, 10, 11, 14, 15, 17, 18 and 19 were completed.

196 The following items were discussed:

197 ➤ Item 5: 12.14.21 part was completed.

198 Mr. Long distributed and presented five weekly charts showing Vehicle Count by Peak
199 Speed times, tracking traffic without a camera at Southern Hills and Pelican Sound Drive. The
200 charts were provided to Mrs. Adams for the record.

201 Mr. Blumenthal recalled that tracking this area was in response to a homeowner's
202 request to have a stop sign installed. In his opinion, these results did not justify a stop sign. He
203 recalled stating in the November meeting that he did not feel a stop sign was appropriate. Mr.
204 Blumenthal suggested swapping the camera sign to this location, so they can identify the

205 violators. Mrs. Adams discussed a recent incident where she observed two drivers not stopping
206 at the stop signs. The Pelican Sound Board approved an approach to address excessive speed
207 incidents.

208 ➤ Item 6: Frequency of sending e-blasts changed from monthly to periodically.

209 ➤ Item 9: Mr. Krebs to see if the surveyor can do it next week.

210 ➤ Item 10: The Work Order was submitted and waiting for SOLitude to treat the shoreline
211 at Lake H1-A.

212 ➤ Item 15: Mr. Pires suggested he, Mr. Long along with others meet with Mr. Willem, of
213 the Village of Estero, to discuss ownership of a portion of Corkscrew Road. Mr. Long stated he
214 expected the road to need maintenance within the next two to three years.

215 Discussion ensued regarding the inability of the County or The Village to solidify which
216 entity owns the road. There were reports of documentation that the road was transferred from
217 the City to The Village but that a Resolution was never passed. A Board Member shared a rumor
218 that the land on the south side would be purchased soon. It was reported and confirmed that
219 Pelican Sound has approached the Developer to create a golf course on that property, south of
220 Pelican Way.

221 Mr. Pires stated that he researched and concluded that Lee County owns the road. Since
222 this is still an issue, he suggested obtaining a copy of the Development Order to determine if
223 this purchase would have impacts to the road, which could then be addressed during The
224 Village's public meeting. The Board agreed to the suggestion of Mr. Krebs conducting an
225 Engineering Assessment to evaluate the visible conditions of Corkscrew Road and eventually
226 sending it to the County and The Village, as this is a public safety issue within their District.

227 ➤ Item 16: Add "Mr. Krebs to provide an Analysis Report listing the deficiencies and
228 required maintenance, at the next meeting." He would also take a photograph of the cracked
229 drainage system. Mr. Pires stated the memorandum, under Agenda Item 11All, outlines
230 ownership of the roadway and includes backup documentation.

231 ➤ Item 17: Mrs. Adams sent Pinehurst HOA the M.R.I. proposal to inspect the HOA pipes.

232

233 **ELEVENTH ORDER OF BUSINESS**

Staff Reports

234

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

236 **I. Memorandum Regarding Tow Policy**

237 Mr. Pires presented the memorandum outlining the Amended Tow Policy, which
238 included the legislative changes; the steps and recommendations to initiate it would require
239 adopting a Resolution.

240 Mr. Adams explained that the Tow Policy applies to parking lots and streets. Another
241 reported that road patrols typically cite two to three vehicles a month, in which they give a
242 friendly reminder not to park on the street.

243 Discussion ensued regarding including language in the Resolution giving The Club
244 discretion to enforce parking issues through their covenants and deed restrictions, having “No
245 Parking in Unauthorized Areas” signage posted at the entrance gates and engaging a towing
246 company.

247 The Board agreed to proceed with a soft approach before having a vehicle towed. Mr.
248 Pires will work with Mr. Long on the proposed verbiage and Tow Agreement and send to Mr.
249 Adams for review and prepare the Resolution for the next meeting.

250 **II. Memorandum Regarding Ownership Identification of Portion of Corkscrew**
251 **Road**

252 This item was addressed during the Action Item 16 discussion.

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

254 There was no report.

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

256 **I. Key Activity Dates**

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

258 **II. NEXT MEETING DATE: March 22, 2022 at 1:00 P.M.**

259 **• QUORUM CHECK**

260 All Supervisors confirmed their attendance at the March 22, 2022 meeting.

261

262 **TWELFTH ORDER OF BUSINESS**

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

263

264

265 Mr. Schultz made the following requests:

266 ➤ Asked Staff to invite the contractor for Rain Bird to the April meeting to give a 15-
267 minute presentation on the Golf Course Irrigation Upgrade project for Fiscal Year 2023, along
268 with other Representatives interested in the project. Mr. Long would provide Mrs. Adams with
269 the contact information.

270 ➤ Asked CDD Staff to prepare an informational brochure about the River Ridge CDD, its
271 history of key events and the benefits of the CDD to be posted on the CDD and Pelican Sound
272 websites and to possibly include in the new homeowner’s package. This should help answer
273 most homeowner questions. Mr. Pires will provide updated information to Mrs. Adams, which
274 she can include in the brochure.

275 Mr. Long reported that the Pelican Sound Board approved construction of two dog parks
276 in the Florida Power & Light (FPL) easement and in a fitness park. He briefed the Board on the
277 dog park project for which they may need to ask the CDD for an easement. Mr. Long discussed
278 how they will address gopher tortoises in the area.

279

280 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

281

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

283

284 **On MOTION by Mr. Schultz and seconded by Mr. Blumenthal, with all in favor,**
285 **the meeting adjourned at 2:39 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

RIVER RIDGE CDD
ACTIVE ACTION AND AGENDA ITEMS
From 02.22.22 Meeting – for 03.22.22 Agenda

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

2. **ACTION** **10.26.21** Staff to implement additional visual inspection and reporting processes for identification of depressions to be inspected via ROV. **ONGOING**

3. **ACTION/AGENDA** **10.26.21** Mr. Childers to follow up regarding a request for Florida Power & Light (FPL) to install a street light at the intersection of Pelican Sound Drive and Southern Hills Drive.

4. **ACTION** **12.14.21** PSGRC to send periodically e-blast communications. **ONGOING**

5. **ACTION** **12.14.21** Mr. Krebs to oversee Collier Paving’s handling of an issue with water pooling at a Gleneagles and Masters residence. **02.22.22** Mr. Krebs to negotiate the three mobilization fees down to one. **ONGOING**

6. **ACTION** **01.25.22** Mr. Krebs to inspect Lakes H1-B, H2-B and H3-B to determine if a survey is needed to determine if all three are at different elevations. **02.22.22** Mr. Krebs to ask if Surveyor can do it next week. **ONGOING**

7. **ACTION/AGENDA** **01.25.22** Mr. Krebs to obtain proposals to proceed with the traffic safety plans to present at the next meeting. **ONGOING**

8. **ACTION/AGENDA** **01.25.22** Mrs. Adams to obtain an updated proposal from M.R.I. for the three filter injection systems and forward a copy to Mr. Long to review for accuracy. Updated data to be included in the proposed Fiscal Year 2023 budget for the budget discussion in May. **ONGOING**

9. **ACTION/AGENDA** **01.25.22** Mr. Krebs to email information to Mr. Pires and District Staff about the need to address long-term stormwater management in the area of Corkscrew Road. **02.22.22** Mrs. Adams to include “Continued Discussion: Corkscrew Traffic Circle” on the next agenda. Mr. Krebs to conduct an Engineering Assessment of Corkscrew Road and photograph the area of the cracked drainage system, to present at the next meeting. **ONGOING**

10. **ACTION/AGENDA** **02.22.22** Mr. Kurth to provide a proposal for the Board to consider for additional nitrogen testing of lake H1-B. **ONGOING**

11. **ACTION** **02.22.22** Mr. Krebs and Mr. Kurth to inspect the drainage pipes of H1-B to H1-A to determine if tree roots may have damaged the pipes and caused inflow into the groundwater. **ONGOING**

RIVER RIDGE CDD
ACTIVE ACTION AND AGENDA ITEMS
From 02.22.22 Meeting – for 03.22.22 Agenda

- 12. ACTION** **02.22.22** Mr. Willis to incorporate revisions to the newsletter and email to the Board and Eric Long for review. **ONGOING**
- 13. ACTION** **02.22.22** Mr. Krebs to ensure future invoice submittals specify coding information for the Accounting Department. **ONGOING**
- 14. ACTION** **02.22.22** Mr. Long to have camera sign placed at the Southern Hills and Pelican Sound Drive location. **ONGOING**
- 15. ACTION/AGENDA** **02.22.22** Mr. Pires to work with Mr. Long on proposed verbiage for the Tow Policy and Agreement with PSGRC and send to Mr. and Mrs. Adams to review. Also prepare the Resolution for the next meeting. **ONGOING**
- 16. ACTION/AGENDA** **02.22.22** Mr. Long to provide the Rain Bird contact information to Mrs. Adams. Mrs. Adams to ask them to give a 15-minute presentation on the Golf Course Irrigation Upgrade Project at the April meeting. Invites to be sent to other representatives interested in the project. **ONGOING**
- 17. ACTION** **02.22.22** Mr. Pires to provide Mrs. Adams with updated information to include in the updated brochure about the River Ridge CDD to be provided to new homeowners and posted on various websites. **ONGOING**

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

8A

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) OUTLINING TOWING/REMOVAL PROCEDURES FOR VEHICLES OR VESSELS PARKED OR LOCATED IN DISTRICT DESIGNATED “TOW-AWAY ZONES”, INCLUDING BUT NOT LIMITED TO DISTRICT OWNED DRIVES AND PARKING AREAS; PROVIDING DEFINITIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the District desires to discourage and prevent unauthorized parking of vehicles or vessels on District owned property, including but not limited to unauthorized parking of vehicles or vessels in and on District owned drives and parking areas; and,

WHEREAS, Chapter 2016-94 Laws of Florida (CS/HB No. 971), effective July 1, 2016, amended Section 190.012(2)(d), Florida Statutes, and authorizes the District to contract with a towing operator to remove vehicles or vessels from specific District facilities or properties, subject to certain requirements, including but not limited to following the authorization and notice and procedural requirements in Section 715.07, F.S. for an owner or lessee of private property; and,

WHEREAS, Section 715.07(1)(a), F.S. defines a “Vehicle” as “any mobile item which normally uses, wheels, whether motorized or not.”, thus including cars, trucks, recreational vehicles, trailers, golf carts, bicycles, or any other item on wheels; and, Section 715.07(1)(b), F.S. defines a “Vessel” as “every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a ‘documented vessel’ as defined in s. 327.02.”; and,

WHEREAS, the District’s selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by the local government that has jurisdiction over the District’s facility(ies) or property(ies); and,

WHEREAS, the District desires to outline the responsibilities and authority of District staff or management with respect to towing; designating the specific individuals as agents/designated representatives of the District for the towing and removal; and establish and designate initial Tow-Away Zones.

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

SECTION 1. INTRODUCTION.

The District finds that the unauthorized parking of Vehicles and Vessels (hereinafter defined) on certain of its property cause hazards and danger to the health, safety and welfare of District property, District residents and the public and this Resolution establishes the process of the District to remove such unauthorized parked Vehicles and Vessels from District designated Tow-Away Zones consistent with procedures outlined in this Resolution.

SECTION 2. DEFINITIONS.

The following definitions are in addition to the definitions of “Vehicles” and “Vessels” in Sections 715.07(1)(a) and (b), Florida Statutes.

- A.** *Vehicle.* As defined in Section 715.07(1)(a), Florida Statutes, any mobile item which normally uses wheels, whether motorized or not, thus including but not limited to cars, trucks, recreational vehicles, motor homes, campers, trailers, golf carts, bicycles, or any other item on wheels.
- B.** *Vessel.* As defined in Section 715.07(1)(b), Florida Statutes, every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water, other than a seaplane or a “documented vessel” as defined in s. 327.02.
- C.** *Parked.* A Vehicle or Vessel left unattended by its owner or user.
- D.** *Tow-Away Zone.* District property, including but not limited to District owned road(s) right(s)-of-way in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

SECTION 3. ESTABLISHMENT OF TOW-AWAY ZONES.

Those areas within the boundaries of the District property depicted on **Exhibit A**, which **Exhibit A** is incorporated herein by reference, are hereby established and declared as “Tow-Away Zones” for all unauthorized parked Vehicles and Vessels (“Tow Away Zone”). The Board reserves the right by future Resolutions to designate additional areas within the boundaries of District property as Tow-Away Zones.

SECTION 4. TOWING/REMOVAL PROCEDURES.

A. SIGNAGE AND LANGUAGE REQUIREMENTS.

Notice of the Tow-Away Zones shall be approved by the District’s Board of Supervisors or its District Manager or designees and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such

signage is to be placed in conspicuous locations, in accordance with section 715.07, Florida Statutes.

B. TOWING/REMOVAL AUTHORITY.

To effect towing/removal of a Vehicle or Vessel, the District Manager or his/her designee must verify that the subject Vehicle or Vessel was not authorized by the District to park in the Tow-Away-Zone and then must contact a firm authorized by Florida law to tow/remove Vehicle or Vessel for the removal of such unauthorized Vehicle or Vessel at the owner's expense. The Vehicle or Vessel shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, Florida Statutes.

C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.

The District's Board of Supervisors and its designee, the District Manager, are hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized parked Vehicles or Vessels in accordance with Florida law and with the policies set forth herein.

SECTION 5: EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

ATTEST:

Secretary/Asst. Secretary

RIVER RIDGE COMMUNITY
DEVELOPMENT DISTRICT

ROBERT SCHULTZ, CHAIR

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

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RIVER RIDGE CDD

Key Activity Dates

Updated: March 2022

Description	Reference	Submit To	Due Date	MONTH/DATE
FPL and Outfall Ditch	SOP	N/A	Quarterly reviews and maintenance performed as required. Maintenance completed week of January 3rd.	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 week of January 3rd.	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
Additional Street Sweeping by Precision Cleaning	SOP	N/A	Street Sweeping of all Roadways within the Boundaries of the District proposal consideration at the May Draft Budget meeting. To include weekly sweeping September 1st thru November 30th annually.	5/2022 Agenda Item Budget Consideration
Aeration Inspection Review and Reporting	SOP	N/A	Bi-Annual Inspection was completed in December 2021.	June/December
Annual Letter to the Residents to include quarterly Letters submitted by Bob Twombly.	SOP	All Residents as well as PSGRC Staff & mailed to Estero Property Owners Association	Annual news letter to be distributed to all residents during the 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. Newsletters are to be emailed to Pelican Sound GM, Meadows Representative and Mailed to Estero Property Owners Association only.	2/25/2023
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.	10/1/2022 - 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. Note: Annual Cord Grass trimming to be completed in October 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 is an annual agenda item for Board's consideration. Proposal to clean 25% or more.	April 2022 Inspection/Cleaning May 2022
Road & Gutter Inspections & Inspections of asphalt depressions	SOP	N/A	Annual Inspection to be completed by the District Engineer during the month of October. Including review of asphalt depressions in the event we need to ROV a pipe - MRI to inspect if necessary.	Oct-22
Sidewalk & Line of Sight Inspections	SOP	N/A	Inspection completed in August & October by the PSGRC & by the District Engineer. Note: Sidewalk grinder to be rented @ a cost of \$750.00 per week as necessary.	April/October
River (8) Tee Box Harvesting & H1-B Canna Lilly trimming	SOP	N/A	Harvesting to be completed July/October 2022. Staff to mow Canna Lilly at this location, as well as H1-B (resident side of pond) on an annual basis and may be necessary twice per year.	July and October
Water Quality Sampling of Lake H1-B	SOP	N/A	Solitude Lake Management to provide a water quality analysis in order to see the parameters when the lake looks good, so if it goes bad again, we can compare what changed by obtaining an additional sample for comparison.	January 2022 first sample
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
2023 Proposed Budget to include Golf Course Irrigation System Cost	SOP	N/A	Draft Budget to include updated Golf Course Irrigation Cost	5/1/2023
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.	11/30/2022
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.	12/1/2022
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.	To be mailed no later than August 4th annually, as maybe necessary

**RIVER RIDGE
COMMUNITY DEVELOPMENT DISTRICT**

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RIVER RIDGE COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE****LOCATION**

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME	ROOM
October 26, 2021	Regular Meeting	1:00 PM	Sound
Join Zoom Meeting, https://us02web.zoom.us/j/83622713909 Meeting ID: 836 2271 3909 Dial by your location 1 929 205 6099 Meeting ID: 836 2271 3909			
November 9, 2021* CANCELED	Regular Meeting	1:00 PM	Lakes
Join Zoom Meeting, https://us02web.zoom.us/j/84298872943 Meeting ID: 842 9887 2943 Dial by your location 1 929 205 6099 Dial Meeting ID: 842 9887 2943			
December 14, 2021*	Regular Meeting	1:00 PM	Sound
Join Zoom Meeting, https://us02web.zoom.us/j/86551909864 Meeting ID: 865 5190 9864 Dial by your location 1 929 205 6099 Meeting ID: 865 5190 9864			
January 25, 2022	Regular Meeting	1:00 PM	Sound
Join Zoom Meeting, https://us02web.zoom.us/j/86587552750 Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			
February 22, 2022	Regular Meeting	1:00 PM	Sound
Join Zoom Meeting, https://us02web.zoom.us/j/86587552750 Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			
March 22, 2022	Regular Meeting	1:00 PM	Sound
Join Zoom Meeting, https://us02web.zoom.us/j/86587552750 Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Dial by your location Meeting ID: 865 8755 2750			
April 26, 2022	Regular Meeting	1:00 PM	Sound
Join Zoom Meeting, https://us02web.zoom.us/j/86587552750 Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			
May 24, 2022	Regular Meeting	1:00 PM	Sound
Join Zoom Meeting, https://us02web.zoom.us/j/86587552750 Meeting ID: 865 8755 2750 Dial by your location 1 929 205 6099 Meeting ID: 865 8755 2750			

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