### RIVER HALL

# COMMUNITY DEVELOPMENT DISTRICT

June 1, 2023
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

### RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

### AGENDA LETTER

### River Hall Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431 Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

May 25, 2023

**ATTENDEES:** 

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors River Hall Community Development District

Dear Board Members:

The Board of Supervisors of the River Hall Community Development District will hold a Regular Meeting on June 1, 2023 at 3:30 p.m., at the River Hall Town Hall Center, located at 3089 River Hall Parkway, Alva, Florida 33920. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments (3 minutes per speaker)
- 3. Developer Update
- 4. Discussion/Consideration of Assignment Agreement for District Owned Property Within the Gates of River Hall
- 5. Discussion/Consideration of Grant of Easement [River Hall Country Club Homeowners Association, Inc.]
- 6. Update: Roadside Catch Basin Ownership Responsibility
- 7. Acceptance of Unaudited Financial Statements as of April 30, 2023
- 8. Approval of May 4, 2023 Regular Meeting Minutes
- 9. Staff Reports
  - A. District Engineer: *Hole Montes*
  - B. District Counsel: Coleman, Yovanovich & Koester
  - C. District Manager: Wrathell, Hunt and Associates, LLC
    - NEXT MEETING DATE: July 6, 2023 at 3:30 PM

Board of Supervisors River Hall Community Development District June 1, 2023, Regular Meeting Agenda Page 2

### QUORUM CHECK

SEAT 1	Paul Asfour	IN PERSON	PHONE	☐ No
SEAT 2	MICHAEL MORASH	In Person	PHONE	☐ <b>N</b> o
SEAT 3	KENNETH MITCHELL	In Person	PHONE	□No
SEAT 4	ROBERT STARK	In Person	PHONE	☐ <b>N</b> o
SEAT 5	DANIEL BLOCK	In Person	PHONE	☐ No

- D. Operations Manager: Wrathell, Hunt and Associates, LLC
- 10. Public Comments: Non-Agenda Items (3 minutes per speaker)
- 11. Supervisors' Comments/Requests
- 12. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,

Chesley E. Adams, Jr.

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 229 774 8903

### RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

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### MAINTENANCE AGREEMENT

THIS MAINTENACE AGREEMENT (this "Agreem	<b>nent</b> ") is made and entered as of this of
	nd between <b>RIVER HALL COMMUNITY</b>
<b>DEVELOPMENT DISTRICT</b> , a community development of	listrict established and existing pursuant to
Chapter 190, Florida Statutes (the "District") and	ASSOCIATION, INC., a
Florida not-for-profit corporation ("Association").	

#### RECITALS

WHEREAS, the District is the owner of certain real property more particularly described and depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**District Property**"); and

WHEREAS, the Association desires to obtain authority from the District to maintain landscaping improvements and vegetation (including applicable irrigation) that are located within the District Property (collectively, the "Landscaping Improvements"); and

WHEREAS, the Association is responsible for maintaining certain common areas either contiguous or in close proximity to the District Property and the members of the Association are the direct beneficiaries of the Landscaping Improvements. Further, the Association is uniquely positioned and qualified to maintain the Landscaping Improvements; and

WHEREAS, the Association is agreeable to maintaining the Landscaping Improvements on the terms and conditions set forth herein; and

WHEREAS, subject to the terms and conditions hereof, the District desires to grant to the Association a non-exclusive, revocable license for the maintenance of the Landscaping Improvements; and

WHEREAS, the District and the Association agree that having the Association maintain the Landscaping Improvements is in the best interests of the District and the property owners benefitting from the Landscaping Improvements. Specifically, having the Association maintain the Landscaping Improvements will provide for easier administration, expected cost savings, and anticipated efficiencies in operation and maintenance.

**NOW, THEREFORE**, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Association agree as follows:

- 1. <u>Recitals</u>. The recitals set forth above are true, correct and are incorporated herein by reference.
- 2. <u>Finding</u>. The District and the Association agree that having the Association maintain the Landscaping Improvements is in the best interests of the District and the property owners intended to benefit from the Landscaping Improvements.
- 3. <u>Maintenance and Operation</u>. The Association agrees to maintain the Landscape Improvements within the District Property during the term of this Agreement and to do so in compliance with all applicable statutes, ordinances, administrative rules and regulations, permit conditions and the reasonable rules, policies, practices and procedures of the District. Maintenance shall include, without limitation, trimming, cutting and maintaining the trees, shrubs, plants, sod and/or native grasses located in and on the District Property and irrigating the District Property with irrigation water on lines provided by

the Association, and replacing or restoring any dead, damaged or diseased vegetation with new vegetation. All Landscaping Improvements shall be maintained by the Association in good, neat, and attractive condition. Further, all maintenance of the Landscaping Improvements by the Association shall be conducted at all times with appropriately licensed contractors. The Association shall be solely responsible for all costs relating to the Landscaping Improvements and any utilities (including irrigation) necessary to maintain the same. The Association's actions shall not be conducted in any manner that would interfere with the normal operation of the District Property or any District facilities on or adjacent to the District Property (the "District Facilities"). The District shall have the right to move or remove any part of the Landscaping Improvements as may be reasonably necessary for the purpose of constructing, maintaining, repairing, altering, replacing or removing District Facilities, as may be determined in the sole direction of the District.

- 4. <u>License.</u> Subject to all the terms and conditions set forth in this Agreement, the District hereby grants to the Association a revocable, non-exclusive license for the express and limited purpose of maintaining the Landscaping Improvements. The Association shall only use the license for the purposes set forth herein and shall not use the District Property for any other purpose without the prior, written approval of the District, which approval may be withheld by the District in the District's sole and exclusive discretion. The District reserves the right to modify, remove, replace and/or enhance the Landscaping Improvements on the District Property from time to time as deemed necessary by the District in District's sole discretion. Notwithstanding the same, however, prior to making any material modification or alteration to any Landscaping Improvements in the District Property, the Association shall provide prior written notice to the District of such intended action. The Association shall also have the right to modify or enhance the Landscaping Improvements within the District Property consistent with the terms of this Agreement; provided, however, that the Association may not make any material modification or material enhancement to the Landscaping Improvements within the District Property (including, without limitation, installation, removal, or replacement of trees, shrubs, plants, sod and/or native grasses) without the prior written consent of the District, which consent may be withheld in the District's sole discretion.
- 5. <u>Damage</u>. The Association shall not cause damage to the District Property or any of the District Facilities. In the event that the exercise by the Association of any of the rights granted herein causes or otherwise results in any damage to the District Property or any of the District Facilities, then within fifteen (15) days after the District's written notice to the Association of such damage, the Association shall, at the Association's sole cost and expense, take all steps necessary to repair all of such damage and to return that portion of the District Property or the District Facilities, as applicable, to its condition as existed prior to such damage.
- 6. Corrective Action. If the Association fails to perform in a timely manner its obligations in this Agreement, the District shall be entitled to notify the Association in writing specifying the deficiencies and the action required to eliminate the same. Except in the event of an emergency as hereafter provided, the Association shall have a period of fifteen (15) days after receipt of said written notice in which to correct the alleged deficiencies, or such longer period of time, not exceeding thirty (30) days, as may reasonably be necessary if the deficiency is not reasonably susceptible to cure within said fifteen (15) day period and provided that the Association commences corrective action within fifteen (15) days after receipt of said written notice from the District and thereafter diligently pursues corrective action to completion in a diligent and continuous manner. If the Association fails to commence and diligently complete the required corrective action, then the District shall have the right (but not the obligation) for itself and its employees, contractors and subcontractors, in addition to all other available rights and remedies, to perform appropriate corrective action to eliminate the deficiencies specified in the written notice from the District. Notwithstanding the foregoing, in the event of any emergency affecting the District Property that the District reasonably believes poses an immediate threat of damage or injury to person or property, the District may take such corrective action and expend a reasonable amount of money to prevent or abate such damage or injury; provided that (i)

the District shall attempt to give the Association such prior notice as is practicable under the circumstances (which notice may be oral); and (ii) the District shall take only such steps as are reasonably necessary in order to prevent such damage or injury. The Association shall reimburse the District for any costs and expenses incurred by the District in taking corrective action under this Section within fifteen (15) days after written notice of the total amount of the corrective action is delivered to the Association. Said notice shall include invoices, statements, paid receipts or other evidence of the costs and expenses.

- 7. <u>Effective Date/Term.</u> The initial term of this Agreement (the "<u>Initial Term</u>") shall commence upon the Effective Date and shall terminate one (1) year thereafter ("<u>Termination Date</u>"). Notwithstanding such Termination Date, this Agreement shall automatically renew for additional one year periods at the end of the Initial Term commencing on the anniversary of the Effective Date and thereafter on each anniversary unless and until either the District or the Association provides the other party ninety (90) days' prior written notice of its intent not to renew.
- 8. <u>Default/Termination</u>. Both parties shall have the right to terminate this Agreement without cause at any time during its term (including any renewal term) upon providing written notice of said termination to the other party and this Agreement shall stand terminated ninety (90) days after receipt by the other party of said written notice. Such termination need not be with cause and both parties specifically retain the right to terminate this Agreement without cause. Upon any termination of this Agreement, the Association, at its sole cost and expense, shall remove any landscaping or other improvements installed by the Association in the District Property if and to the extent requested by the District and restore such areas, at its sole cost and expense, to substantially the same condition that existed immediately prior to the Effective Date. Notwithstanding any termination of this Agreement pursuant the terms of this Section or other provision contained in this Agreement and regardless of the party initiating the termination, the Association shall remain responsible for repairing any damage to the District Property or District Facilities caused by the Association exercising its rights hereunder prior to the termination.
- Insurance. During the term of this Agreement, the Association shall, at its sole cost and expense, obtain, maintain, and deliver to the District a certificate of insurance evidencing the following insurance policies (collectively, the "Policies"): (i) a commercial general liability insurance policy with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, combined single limit, insuring against claims for personal injury, death, and/or property damage occasioned by accidents occurring on the District Property and relating to or arising out of the Activity and naming the District as an additional insured on a primary and non-contributory basis; (ii) worker's compensation insurance in accordance with applicable law; (iii) employer's liability coverage with limits of at least One Million Dollars (\$1,000,000.00) per accident or disease; and (iv) automobile liability insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. The Policies shall contain a waiver of the right of subrogation against the District. All Policies shall contain a provision that they shall not be amended or terminated prior to the date that is thirty (30) days after delivery of written notice of such amendment or termination to the District. The Association shall maintain the Policies in full force and effect (at its sole expense) at all times during which this Agreement remains in effect.
- 10. <u>Indemnification</u>. To the extent permitted by Florida law, the Association shall indemnify, defend, save and hold harmless District, District's directors, officers, and/or employees from and against any suits, demands, claims, liability, losses, penalties, damages, judgments, order, decrees, and costs and expenses (including attorneys' fees and all costs of litigation) for property damage, liability, or death which may result from or arise out of the willful misconduct or negligent act, error, or omission of the Association which occurred or is alleged to have occurred with respect to Association's obligations under this

Agreement. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District, including its supervisors, officers, agents, employees and contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other applicable statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. It is specifically acknowledged that the District's liability under the foregoing indemnity shall only be to the extent the other would be liable under statutory limited waiver of immunity or limits of liability that have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other applicable statute.

- 11. <u>Liens and Claims</u>. The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District Property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.
- 12. <u>Notices</u>. Any notice required to be given hereunder, shall be in writing, and may be given by personal delivery; regular United States mail; commercial next business day courier service (such as FedEx or UPS); or by email. Any notice to be given hereunder shall be sent to the following addresses:

If to the District:	c/o Wrathell, Hunt & Associates, LLC 9220 Bonita Beach Road, Suite 214 Bonita Springs, FL 34135 Email: adamsc@whhassociates.com
With a copy to:	Coleman, Yovanovich & Koester, P.A. Attn: Gregory L. Urbancic, Esq. 4001 Tamiami Trail N., Suite 300 Naples, FL 34103 Email: gurbancic@cyklawfirm.com
If to the Association:	Association, Inc.
	Email:

Any notice, request or other communication shall be deemed to be given: (1) upon receipt or refusal to accept, in the case of hand delivery or commercial next business day courier service; (2) upon transmission in the case of email; or (3) three (3) days following deposit with the U.S. Postal Service. The addressees and addresses for the purpose of this Section may be changed by any party by giving written notice of such change to the other party in the manner provided herein.

- 13. <u>No Recording</u>. Neither this Agreement nor a memorandum thereof shall be recorded in the Public Records.
- 14. <u>Public Records</u>. Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Association acknowledges that the

designated public records custodian for the District is Chuck Adams ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Association shall 1) keep and maintain public records required by the District to perform the maintain the Landscaping Improvements; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Association, Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Association comply with Section 119.0701, Florida Statutes may subject Association to penalties under Section 119.10, Florida Statutes. Further, in the event Association fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 464-7114, ADAMSC@WHHASSOCIATES.COM, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

15. <u>E-Verify</u>. Association shall comply with all applicable requirements of Section 448.095, Florida Statutes. Association shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Association enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Association with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Association shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(e), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(1)(f), Florida Statutes.

If Association has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Association shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Association knowingly violated Section 448.095, Florida Statutes, but Association otherwise complied with its obligations hereunder, District shall promptly notify Association and upon said notification, Association shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Association knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District. Pursuant to Section 448.095(5)(c)(3), in the event of a termination hereunder, the

Association shall be liable for any additional costs incurred by the District as a result of the termination of this Agreement.

By entering into this Agreement, Association represents that no public employer has terminated a contract with Association under Section 448.095(5)(c)(3), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Association.

16. <u>Miscellaneous</u>. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto. This Agreement shall not be assigned or transferred by the Association without the District's prior written approval, which approval may be withheld at the District's sole and exclusive discretion. This Agreement embodies the entire understanding of the parties with respect to the subject matter herein, and the terms hereof control over and supersede all prior understandings. This Agreement may not be modified or amended in any respect other than by written instrument signed by all parties hereto. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall deemed to be original, but all or which together shall constitute one and the same instrument. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternate dispute resolution, or appellate proceedings. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The venue for any litigation involving this Agreement shall exclusively lie in Lee County, Florida.

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

	DISTRICT:
	RIVER HALL COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	
Chesley E. Adams, Jr., Secretary	By: Kenneth D. Mitchell, Chair
	ASSOCIATION:
	ASSOCIATION, INC., a Florida not-for-profit corporation
	By: Print Name:

### Exhibit "A" District Property

### RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

repared by and return to:	
<del></del>	
Grant of Easement	
This Grant of Easement, is made and executed this day of, 20	)23 by the
iver Hall Community Development District, whose address is c/o District Manager,	9220
onita Beach Road, Suite 214, Bonita Springs, Florida 34135, hereinafter called the "	Grantor"
nd River Hall Country Club Homeowners Association, Inc., a Florida not-for-profit of	corporation,
hose address is c/o Evergreen Lifestyles Management, LLC, 270 West Plant Street,	Suite 340,
Vinter Garden, Florida 34787, their successors or assigns, hereinafter called "Grantee	·."

#### WITNESSETH:

That for and in consideration of the sum of Ten and 00/100 Dollar (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive, perpetual easement for purposes of installing, operating, maintaining, repairing, and replacing irrigation facilities and related electrical facilities (collectively, the "Irrigation Facilities") on, over, under and across the lands shown on Exhibit "A" (the "Easement Area"), for the benefit of and as an appurtenance to the irrigation systems owned by Grantee.

Grantee in the exercise of its rights under this easement will insure that no violations of water quality requirements, including but not limited to sedimentation of the adjacent water body, occurs. Grantee will promptly upon completion of the installation of its Irrigation Facilities restore the land to the condition it was in immediately prior to commencing the installation and will not alter the grade or slope of the lands.

Grantee indemnifies and holds the Grantor harmless from all claims arising out of the exercise of Grantee's rights under this easement. Grantor will give notice of any claim arising out of the exercise of Grantee's rights hereunder within ten (10) days of receipt of such notice. Grantee will promptly cure or defend the claim at no expense to Grantor. This is a material inducement for Grantor's grant of the easement hereunder. Notwithstanding anything herein to the contrary, Grantee may assign the Grantee's rights under this easement to any third party that assumes Grantee's obligation to install, operate, maintain, repair, and replace the Irrigation Facilities and Grantee's obligations hereunder.

This instrument shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this instrument or caused the same to be executed by its representative, thereunto duly authorized, on the day and year first above written.

WITNESSES:	River Hall Community Development District
Signature	By:, its Chairman of the Board of Supervisors
	its Chairman of the Board of Supervisors
Print Name	(SEAL)
Signature	
Print Name	
State of Florida	
County of Lee	
presence or [] online notarization the as Chairman of the Board of Supervis	acknowledged before me by means of [] physica day of, 2023, by ors of the River Hall Community Development Distric [] produced sidentification
as	Sidentification.
(SEAL)	
	Notary Public

### EXHIBIT "A"

### EASEMENT AREA



### **DESCRIPTION**

Parcel in Section 36, Township 43 South, Range 26 East Lee County, Florida

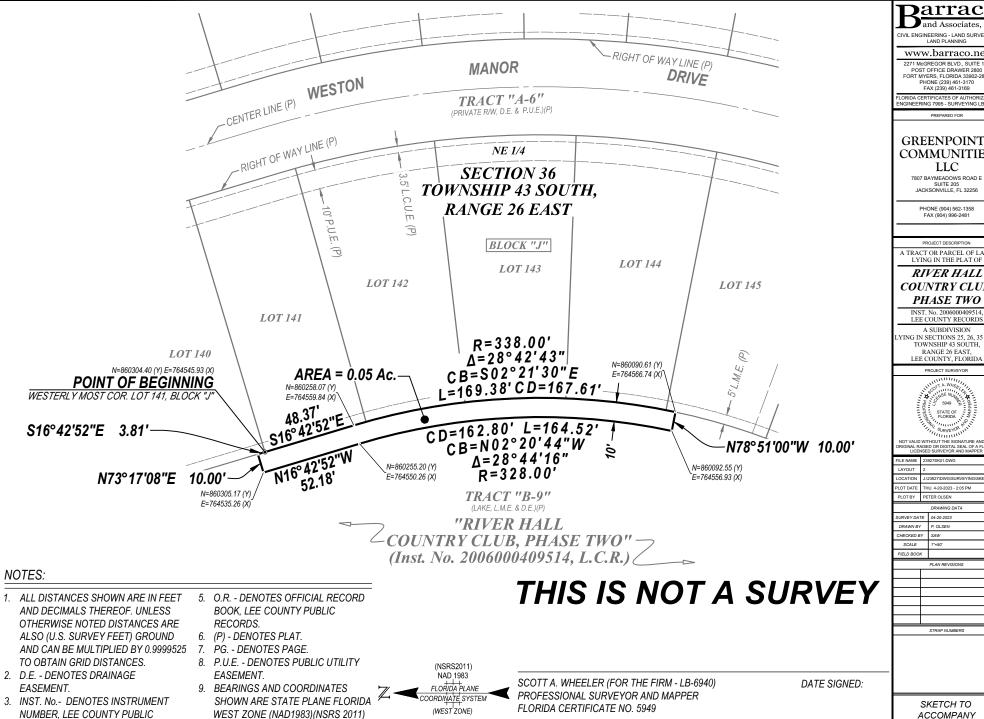
A tract or parcel of land being a portion of Tract "B-9" of the record plat of "RIVER HALL COUNTRY CLUB, PHASE TWO" recorded in Instrument No. 2006000409514 of the Public Records of Lee County, Florida, lying in Section 36, Township 43 South, Range 26 East, Lee County, Florida said tract or parcel of land being more particularly described as follows:

BEGINNING at the Westerly Most corner of Lot 141, Block "J" of said record plat run along the Easterly line of said Tract "B-9" the following courses: S16°42'52"E for 48.37 feet to a point of curvature and Southerly along an arc of a curve to the right of radius 338.00 feet (delta 28°42'43") (chord bearing S02°21'30"E) (chord 167.61 feet) for 169.38 feet; thence run N78°51'00"W along a non-tangent line for 10.00 feet to a point on a non-tangent curve; thence run Northerly along an arc of a curve to the left of radius 328.00 feet (delta 28°44'16") (chord bearing N02°20'44"W) (chord 162.80 feet) for 164.52 feet to a point of tangency; thence run N16°42'52"W for 52.18 feet; thence run N73°17'08"E for 10.00 feet to an intersection with said Easterly line of Tract "B-9"; thence run S16°42'52"E along said Easterly line for 3.81 feet to the POINT OF BEGINNING. Containing 0.05 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on Easterly line of said Tract "B-9" to bear S16°42'52"E.

Scott A. Wheeler (For The Firm) Professional Surveyor and Mapper Florida Certificate No. 5949

 $L: \verb|\23927 - River Hall Country Club Phase II - Parcel J \verb|\Surveying \verb|\Descriptions \verb|\23927SK01.doc|| document to the property of the pr$ 



SCALE IN FEET

RECORDS

**EASEMENT** 

4. L.M.E. - LAKE MAINTENANCE

AND ARE BASED ON THE EASTERLY

LINE OF TRACT "B-9" TO BEAR

S16°42'52"E.

arraco

#### www.barraco.net

2271 McGREGOR BLVD., SUITE 10 POST OFFICE DRAWER 2800 FORT MYERS, FLORIDA 33902-2800 PHONE (239) 461-3170

ORIDA CERTIFICATES OF AUTHORIZAT

### **GREENPOINTE** COMMUNITIES

PHONE (904) 562-1358

PROJECT DESCRIPTION

A TRACT OR PARCEL OF LAND

#### RIVER HALL COUNTRY CLUB. PHASE TWO

INST. No. 2006000409514

VING IN SECTIONS 25, 26, 35 & 3 TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA



	LICENSED SURVEYOR AND MAPPER						
	FILE NAME	23	927SK01.DWG				
	LAYOUT	2					
	LOCATION	JΑ	23927/DWG\SURVEYING\SKETCH\				
	PLOT DATE	TH	U. 4-20-2023 - 2:05 PM				
	PLOT BY	PE	TER OLSEN				
	DRAWING DATA						
	SURVEY DA	ΤE	04-20-2023				
	DRAWN BY	,	P. OLSEN				
	CHECKED B	Y	SAW				
	SCALE		1"=50"				
	FIELD BOOK	ĸ					
			PLAN REVISIONS				
•							
			·				
		_					

SKETCH TO ACCOMPANY DESCRIPTION

2 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL

OF A FLORIDA LICENSED SURVEYOR AND MAPPER

### RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2023

### RIVER HALL COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS APRIL 30, 2023

	General Fund	Debt Service Fund Series 2011	Debt Service Fund Series 2020A	Debt Service Fund Series 2021	Capital Projects Fund Series 2011	Capital Projects Fund Series 2020A	Total Governmental Funds
ASSETS SunTrust	\$1,230,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,230,689
Investments							
SBA	5,458	-	-	-	-	-	5,458
Reserve A-1	-	-	206,925	75,400	-	-	282,325
Reserve A-2	-	-	-	412,550	-	-	412,550
Revenue A-1	-	-	429,018	764,611	-	-	1,193,629
Revenue A-2	-	-	-	815,353	-	-	815,353
Prepayment A-1	-	-	-	66	-	-	66
Construction	-	-	-	-	-	229,708	229,708
Due from capital projects fund	-	8	-	-	-	-	8
Deposits	1,622	-	-	-	-	-	1,622
Ashton oaks HOA	178	-	-	-	-	-	178
Hampton lake at river hall HOA	3,962	-	-	-	-	-	3,962
River hall country club HOA	3,962	-	-	-	-	-	3,962
Hampton golf & country club	3,962	-	-	-	-	-	3,962
Cascades at river hall	825	-	-	-	-	-	825
Undeposited funds Total assets	32,718 \$1,283,376	\$ 8	\$ 635,943	\$ 2,067,980	\$ -	\$ 229,708	32,718 \$ 4,217,015
Total assets	\$1,203,370	Φ 0	\$ 033,943	\$ 2,007,900	Φ -	Φ 229,700	\$ 4,217,015
LIABILITIES AND FUND BALANCE: Liabilities: Accounts payable	<b>s</b> \$ 19,769	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,769
Due to Developer	20,404	-	-	-	-	-	20,404
Due to debt service fund 2011					8		8
Total liabilities	40,173	-	-	_	8		40,181
DEFENDED INFLOWS OF BESOUR	0000						
DEFERRED INFLOWS OF RESOUR Unearned revenue	32,717						32,717
Deferred receipts	12,888	-	-	-	-	-	12,888
Total deferred inflows of resources	45,605		· <del></del>				45,605
. Star deferred inflows of resolutions	10,000						10,000
Fund balances:							
Nonspendable							
Prepaid and deposits	1,622	-	-	-	-	-	1,622
Restricted for:							
Debt service	-	8	635,943	2,067,980	-	-	2,703,931
Capital projects	-	-	-	-	(8)	229,708	229,700
Assigned to:							
Operating capital	145,000	-	-	-	-	-	145,000
Disaster recovery	250,000	-	-	-	-	-	250,000
Unassigned	800,976						800,976
Total fund balances	1,197,598	8	635,943	2,067,980	(8)	229,708	4,131,229
Total liabilities and fund balances	\$ 1,283,376	\$ 8	\$ 635,943	\$ 2,067,980	\$ -	\$ 229,708	\$ 4,217,015

# RIVER HALL COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month		Year to Date		Budget	% of Budget
REVENUES						
Assessment levy: on-roll: net	\$	117,397	\$	579,328	584,451	99%
Assessment levy: off-roll		-		98,153	130,870	75%
Miscellaneous hog program shared cost		-		6,920	16,500	42%
Interest and miscellaneous		23		136	500	27%
Total revenues		117,420		684,537	732,321	93%
EXPENDITURES						
Legislative						
Supervisor		800		5,400	12,000	45%
Financial & administrative						
District management		3,750		26,250	45,000	58%
District engineer		10,169		22,090	25,000	88%
Trustee		-		-	7,100	0%
Tax collector/property appraiser		2,217		5,437	5,653	96%
Assessment roll prep		375		2,625	4,500	58%
Auditing services		-			3,300	0%
Arbitrage rebate calculation		-		-	650	0%
Public officials liability insurance		-		12,621	12,500	101%
Legal advertising		5,361		5,580	1,100	507%
Bank fees		-		168	350	48%
Dues, licenses & fees		-		175	175	100%
Postage		-		750	1,300	58%
ADA website compliance		-		-	210	0%
Website maintenance		-		705	705	100%
Legal counsel						
District counsel		1,890		5,527	14,000	39%
Electric utility services						
Utility services		2,403		6,756	11,000	61%
Street lights		348		1,164	2,000	58%
Stormwater control						
Fountain service repairs & maintenance		-		-	6,000	0%
Aquatic maintenance		-		38,116	152,465	25%
Hog removal		1,650		8,250	19,800	42%
Lake/pond bank maintenance		-		-	5,000	0%
Stormwater system maintenance		-		2,040	40,000	5%

# RIVER HALL COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month	Year to Date	Budget	% of Budget
Other physical environment				
General liability insurance	-	4,490	5,000	90%
Property insurance	-	9,018	10,000	90%
Entry & walls maintenance	-	20,525	5,000	411%
Landscape maintenance	12,636	101,369	195,000	52%
Irrigation repairs & maintenance	-	9,568	12,500	77%
Landscape replacement plants, shrubs, trees	-	-	20,000	0%
Annual mulching	-	6,553	9,000	73%
Holiday decorations	-	11,000	12,000	92%
Clock tower maintenance	-	-	1,750	0%
Ornamental lighting & maintenance	-	1,816	1,000	182%
Hurricane clean-up	-	3,330	_	N/A
Road & street facilities				
Street/parking lot sweeping	-	728	750	97%
Street light/decorative light maintenance	-	3,497	3,500	100%
Roadway repair & maintenance	-	-	1,500	0%
Sidewalk repair & maintenance	-	-	2,500	0%
Street sign repair & replacement	430	14,673	1,500	978%
Contingency				
Miscellaneous contingency			50	0%
Total expenditures	42,029	330,221	650,858	51%
Excess/(deficiency) of revenues				
over/(under) expenditures	75,391	354,316	81,463	
Fund balances - beginning Assigned	1,122,207	843,282	785,490	
Operating capital	145,000	145,000	145,000	
Disaster recovery	250,000	250,000	250,000	
Unassigned	802,598	802,598	471,953	
Fund balances - ending	\$ 1,197,598	\$ 1,197,598	\$ 866,953	

# RIVER HALL COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2011 FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month	Year To Date
REVENUES  Total revenues	\$ -	\$ - -
EXPENDITURES Debt service Total debt service		
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning Fund balances - ending	\$ 8	\$ 8

# RIVER HALL COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2020A FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month		Year To Date		Budget		% of Budget	
REVENUES			_					
Special assessment: on-roll Interest	\$	83,284 1,860	\$	408,704 7,125	\$	414,720	99% N/A	
Total revenues		85,144		415,829		414,720	100%	
EXPENDITURES  Palet a project								
<b>Debt service</b> Principal		_		_		150,000	0%	
Interest				132,300		264,600	50%	
Total debt service				132,300		414,600	32%	
Excess/(deficiency) of revenues over/(under) expenditures		85,144		283,529		120		
Fund balances - beginning		550,799		352,414		342,380		
Fund balances - ending	\$	635,943	\$	635,943	\$	342,500		

# RIVER HALL COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2021 FOR THE PERIOD ENDED APRIL 30, 2023

	Current	Year To	Doctors	% of
	Month	Date	Budget	Budget
REVENUES				
Special assessment: on-roll	\$ 292,998	\$ 1,437,853	\$ 1,461,048	98%
Special assessment: off-roll	-	88,989	118,652	75%
Interest	5,900	19,707	-	N/A
Total revenues	298,898	1,546,549	1,579,700	98%
EXPENDITURES				
Debt service				
Principal (A-1)	_	-	500,000	0%
Principal (A-2)	_	_	550,000	0%
Interest (A-1)	-	128,625	257,400	50%
Interest (A-2)	-	141,000	282,000	50%
Total expenditures	-	269,625	1,589,400	17%
Excess/(deficiency) of revenues				
over/(under) expenditures	298,898	1,276,924	(9,700)	
Fund balances - beginning	1,769,082	791,056	778,544	
Fund balances - ending	\$ 2,067,980	\$2,067,980	\$ 768,844	

# RIVER HALL COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2011 FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month	Year To Date	
REVENUES Total revenues	\$ -	\$ - -	
EXPENDITURES  Total expenditures			
Excess/(deficiency) of revenues over/(under) expenditures	-	-	
Fund balances - beginning Fund balances - ending	\$ (8) \$ (8)	(8) \$ (8)	

# RIVER HALL COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2020A FOR THE PERIOD ENDED APRIL 30, 2023

	Curren Month	-	Y	/ear To Date
REVENUES Interest Total revenues	\$	807 807	\$	4,402 4,402
EXPENDITURES  Total expenditures				-
Excess/(deficiency) of revenues over/(under) expenditures		807		4,402
Fund balances - beginning Fund balances - ending	228 \$ 229	,901 ,708	\$	225,306 229,708

### River Hall Community Development District Check Detail

April 2023

Туре	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	СВІ	04/24/2023	FPL	101.001 · Suntrust		-1,375.68
Bill Bill	8/2155-24268 032123 2979-06091 032123	04/05/2023 04/05/2023		531.431 · Utility Ser 531.437 · Street Lig	-1,201.90 -173.78	1,201.90 173.78
TOTAL					-1,375.68	1,375.68
Check	2660	04/24/2023	MICHAEL MORASH	101.001 · Suntrust		-200.00
				511.110 · Board of	-200.00	200.00
TOTAL					-200.00	200.00
Check	2661	04/24/2023	KENNETH MITCHE	101.001 · Suntrust		-200.00
				511.110 · Board of	-200.00	200.00
TOTAL					-200.00	200.00
Check	2662	04/24/2023	ROBERT STARK	101.001 · Suntrust		-200.00
				511.110 · Board of	-200.00	200.00
TOTAL					-200.00	200.00
Check	2663	04/24/2023	DANIEL J BLOCK	101.001 · Suntrust		-200.00
				511.110 · Board of	-200.00	200.00
TOTAL					-200.00	200.00
Bill Pmt -Check	2664	04/24/2023	FL GIS SOLUTION	101.001 · Suntrust		-1,225.00
Bill	1127	04/05/2023		519.320 · Engineeri	-1,225.00	1,225.00
TOTAL					-1,225.00	1,225.00
Bill Pmt -Check	2665	04/24/2023	HOLE MONTES	101.001 · Suntrust		-5,505.88
Bill	90462	04/05/2023		519.320 · Engineeri	-5,505.88	5,505.88
TOTAL					-5,505.88	5,505.88

### River Hall Community Development District Check Detail

April 2023

Туре	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	2666	04/24/2023	LEE COUNTY PRO	101.001 · Suntrust		-2,219.00
Bill	011004	04/05/2023		513.314 · Property	-2,219.00	2,219.00
TOTAL					-2,219.00	2,219.00
Bill Pmt -Check	2667	04/24/2023	NEWS PRESS	101.001 · Suntrust		-5,360.68
Bill	0005501144	04/05/2023		519.480 · Legal Adv	-5,360.68	5,360.68
TOTAL					-5,360.68	5,360.68
Bill Pmt -Check	2668	04/24/2023	SWINE SOLUTIONS	101.001 · Suntrust		-1,650.00
Bill	407	04/05/2023		538.465 · Hog Rem	-1,650.00	1,650.00
TOTAL					-1,650.00	1,650.00
Bill Pmt -Check	2669	04/24/2023	WRATHELL, HUNT	101.001 · Suntrust		-4,125.00
Bill	2021-2369	04/05/2023		512.311 · Managem 513.310 · Assessm	-3,750.00 -375.00	3,750.00 375.00
TOTAL				515.510 · Assessiii	-4,125.00	4,125.00
TOTAL					-4,120.00	4,123.00
Check	2670	04/24/2023	RIVER HALL CDD	101.001 · Suntrust		-87,914.49
				207.203 · Due to D	-87,914.49	87,914.49
TOTAL					-87,914.49	87,914.49
Check	2671	04/24/2023	RIVER HALL CDD	101.001 · Suntrust		-159,986.67
				207.204 · Due to Se	-159,986.67	159,986.67
TOTAL				20.120.	-159,986.67	159,986.67
					. 55,555.5	.00,000.0
Check	2672	04/24/2023	RIVER HALL CDD	101.001 · Suntrust		-149,303.52
				207.205 · Due to Se	-149,303.52	149,303.52
TOTAL					-149,303.52	149,303.52



### RIVER HALL COMMUNITY DEVELOPMENT, Here's what you owe for this billing period.

### **CURRENT BILL**

TOTAL AMOUNT YOU OWE

Apr 11, 2023 NEW CHARGES DUE BY



Amount of your last bill	169.86
Payments received	-169.86
Balance before new charges	0.00
Total new charges	173.78
Total amount you owe	\$173.78
	(See page 2 for hill details )

The Florida Public Service Commission approved new FPL rates to balance fuel and hurricane costs that will take effect in April. State regulators are reviewing FPL's plan to reduce bills in May. Learn more at FPL.com/Rates.



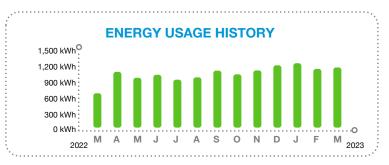
For: Feb 18, 2023 to Mar 21, 2023 (31 days)

Statement Date: Mar 21, 2023 Account Number: 02979-06091

Service Address:

2501 RIVER HALL PKWY # ST LTS

ALVA, FL 33920



#### **KEEP IN MIND**

Payment received after June 09, 2023 is considered LATE; a late payment charge of 1% will apply.

Customer Service: Outside Florida:

1-800-375-2434 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired: 1-800-4OUTAGE (468-8243)

711 (Relay Service)



27

5314029790609138737100000

RIVER HALL COMMUNITY DEVELOPMENT 2300 GLADES RD STE 410W BOCA RATON FL 33431-8556 The amount enclosed includes the following donation: FPL Care To Share:

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPI

**GENERAL MAIL FACILITY** MIAMI FL 33188-0001



**Customer Name: Account Number:** RIVER HALL COMMUNITY 02979-06091 DEVELOPMENT

BILL DETAI	LS	
Amount of your last bill Payment received - Thank you Balance before new charges		169.86 -169.86 \$0.00
New Charges Rate: GS-1 GENERAL SVC NON-DEMAND / Base charge: Non-fuel: (\$0.080680 per kWh) Fuel: (\$0.040470 per kWh)	\$12.68 \$99.33	
Electric service amount	161.83	
Gross receipts tax (State tax) Franchise fee (Reqd local fee) Taxes and charges	4.15 7.67 11.82	
Regulatory fee (State fee) Total new charges	0.13	\$173.78
Total amount you owe		\$173.78

#### **METER SUMMARY**

Meter reading - Meter KG85078. Next meter reading Apr 20, 2023.

Usage Type	Current	- Previous	=	Usage
kWh used	18119	16888		1231

#### **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Mar 21, 2023	Feb 18, 2023	Mar 21, 2022
kWh Used	1231	1201	703
Service days	31	29	31
kWh/day	39	41	22
Amount	\$173.78	\$169.86	\$97.91

#### **KEEP IN MIND**

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

### Download the app

Get instant, secure access to outage and billing info from your mobile device.

Download now >

### **Outstanding reliability**

For the seventh time in eight years, FPL earned top national honors for service reliability.

See more >

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



### RIVER HALL COMMUNITY DEVELOPMENT, Here's what you owe for this billing period.

### **CURRENT BILL**

\$1,201.90

TOTAL AMOUNT YOU OWE

Apr 11, 2023 NEW CHARGES DUE BY



Amount of your last bill 1,223.49 Payments received -1,223.490.00 Balance before new charges 1,201.90 Total new charges Total amount you owe \$1,201.90 (See page 2 for bill details.)

The Florida Public Service Commission approved new FPL rates to balance fuel and hurricane costs that will take effect in April. State regulators are reviewing FPL's plan to reduce bills in May. Learn more at FPL.com/Rates.



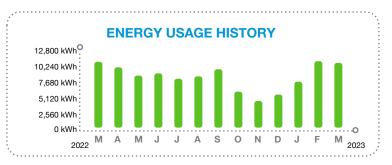
For: Feb 18, 2023 to Mar 21, 2023 (31 days)

Statement Date: Mar 21, 2023 **Account Number: 82155-24268** 

Service Address:

2401 RIVER HALL PKWY # FOUNTN

ALVA, FL 33920



#### **KEEP IN MIND**

Payment received after June 09, 2023 is considered LATE; a late payment charge of 1% will apply.

**Customer Service:** Outside Florida:

1-800-375-2434 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired: 1-800-4OUTAGE (468-8243)

711 (Relay Service)



27

5314821552426880910210000

RIVER HALL COMMUNITY DEVELOPMENT 2300 GLADES RD STE 410W BOCA RATON FL 33431-8556 The amount enclosed includes the following donation: FPL Care To Share:

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPI

**GENERAL MAIL FACILITY** MIAMI FL 33188-0001



Total amount you owe

Customer Name:Account Number:RIVER HALL COMMUNITY82155-24268DEVELOPMENT

-		_	-	ILS
-61				

Amount of your last bill Payment received - Thank you Balance before new charges			1,223.49 -1,223.49 \$0.00
Base charg Non-fuel: Fuel:	1 GENERAL SERVICI e: (\$0.027920 per kWh)	E DEMAND /per Contract \$29.98 \$315.58 \$457.43 \$316.25	
Electric ser	vice amount	1,119.24	
	pts tax (State tax) ee (Reqd local fee) charges	28.72 53.07 81.79	
Regulatory	fee (State fee)	0.87	
Total new o	harges		\$1,201.90

#### **METER SUMMARY**

Meter reading - Meter KCJ5863. Next meter reading Apr 20, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	20944		09641		11303
	19.60				
Actual demand					20
Contract demand					25

#### **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Mar 21, 2023	Feb 18, 2023	Mar 21, 2022
kWh Used	11303	11597	11491
Service days	31	29	31
kWh/day	364	399	370
Amount	\$1,201.90	\$1,223.49	\$1,143.47

#### **KEEP IN MIND**

\$1,201.90

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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### **Outstanding reliability**

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See more >

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

### FL GIS Solutions, LLC 12821 Fairway Cove Ct Fort Myers, FL 33905 (239)565-3066 Felipel@flgis.com

### Invoice 1127



Chuck Adams
River Hall Community
Development District
9220 Bonita Beach Rd
Suite 214
Bonita Springs, FL 34135

FL GIS Solutions, LLC

12821 Fairway Cove Ct Fort Myers, FL 33905 DATE PLEASE PAY 91,225.00

DUE DATE 03/16/2023

ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
GIS Services	GIS database updates; Lee County 2023 Parcels		4.75	100.00	475.00
GIS Services	GIS database updates; 2023 Ownership; Updates to GIS web Application		7.50	100.00	750.00
CH or send check to	the				
r. Thank you!	ТОТ	AL DUE		SW \$	1,225.00
	GIS Services	GIS Services GIS database updates; County 2023 Parcels GIS database updates; Ownership; Updates to web Application CH or send check to the	GIS Services GIS database updates; Lee County 2023 Parcels GIS Services GIS database updates; 2023 Ownership; Updates to GIS web Application CH or send check to the	GIS Services GIS database updates; Lee County 2023 Parcels GIS Services GIS database updates; 2023 Ownership; Updates to GIS web Application CH or send check to the	GIS Services GIS database updates; Lee County 2023 Parcels GIS Services GIS database updates; 2023 Ownership; Updates to GIS web Application  CH or send check to the

THANK YOU.

### **ENGINEERING**



River Hall CDD c/o Wrathell, Hunt & Associates 2300 Glades Road, Suite 410W Boca Raton, FL 33431 Stephanie Schackmann March 16, 2023 Invoice No. 90462 Project No. 2015012

#### **River Hall CDD**

#### For Services Rendered From February 1, 2023 to February 28, 2023

General Services - Review county records and plat for ownership exhibit, Prepare exhibit on CDD owned land, review exhibit, site visit to inspect roadway, sidewalk and curb on CDD owned road, prepare exhibit, attend board meeting, cor with Felipe on exhibit

02/03/2022 -

Task 01- Stormwater Needs Analysis

EST \$7,500.00

		Hours	Rate	Amount
Z-General Services				
Engineer VII		4.50	170.00	\$765.00
Engineer III		13.00	115.00	\$1,495.00
Senior Designer		31.00	100.00	\$3,100.00
	Subtotal	48.50		\$5,360.00
		48.50		\$5,360.00
Reimbursable				
				Amount
Mileage				\$30.88
Permits/Recording Fees				\$115.00
Total Reimbursable				\$145.88
Total Amount Due This Invoice				\$5,505.88

1.5% Late Fee will be applied to balances remaining after 60 days.



### STATE OF FLORIDA LEE COUNTY PROPERTY APPRAISER MATTHEW H. CALDWELL

MATTICATI CAL

Mailing Address: P.O. Box 1548 Fort Myers, Florida 33902-1546 Physical Address: 2480 Thompson Street Fort Myers, Florids 33901-3074



Telephone: (239) 533-6100 ~ (886)673-2868 (From anywhere in Continental US except 239 area code)
Facsimile: (239) 533-6160 Website: www.leepa.org

#### INVOICE

RIVER HALL CDD

Wrathell, Hart, Hunt & Assoc.
2300 Glades Road, Ste 410W

Boca Raton, FL 33431

Date: 11/16/2022

Invoice Number: 011004

Customer ID: 000265

Terms: Due Upon Receipt

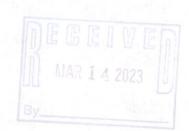
Tax Roll Mgr:

District Authority: RIVER HALL CDD

Pursuant to Resolution:

Dated:

DESCRIPTION	QUANTITY	UNIT DESC.	RATE	<b>建筑市等的是</b>	EXT PRICE
	AND THE PROPERTY OF THE PROPER	And the second s			
2022 Non Ad Valorem Roll	2,219.00		1,00		2,219.00



Please make check payable to Lee County Property Appraiser

Remit To:

Lee County Property Appraisers Office Attn: Accounts Receivable - 4th Floor P.O. Box 1546 Fort Myers, FL. 33902

TOTAL

2,219.00



ACCOUNT NAME		ACCOUNT #	PAGE #
River Hall Cdd		6056	1 of 1
INVOICE # BILLING PERIOD		PAYMENT DUE DATE	
0005501144	Mar 1- Mar 31, 2023	April 20, 2023	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOUNT DUE	
\$0.00	\$0.00	\$5,360.68	
BILLING INQUIRIES/ADDRESS CHANGES		FEDERAL	ID
1-877-736-7612 or smb@ccc.gannett.com		47-24932	74

**BILLING ACCOUNT NAME AND ADDRESS** 

River Hall Cdd C/O Wrathell, Hunt & Assoc LLC Daphne Gillyard 2300 Glades RD # 410W Boca Raton, FL 33431-8556

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

#### 000000605600000000000055011440053606810269

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: 471122.

DateDescriptionAmount3/1/23Balance Forward\$341.48

egal Advertising:						
Date range Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount
<b>3/13/23</b> News-Press	GCI1029434	Notice Of Assessment Public He		1	3.0000 x 20 in	\$2,713.08
<b>3/20/23</b> News-Press	GCI1029434	Notice Of Assessment Public He		1	3.0000 x 20 in	\$2,306.12

#### PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT **ACCOUNT NAME PAYMENT DUE DATE** AMOUNT PAID LocaliQ River Hall Cdd April 20, 2023 The News-Press **ACCOUNT NUMBER INVOICE NUMBER** Media Group 6056 0005501144 **CURRENT** 30 DAYS **60 DAYS** 90 DAYS 120+ DAYS **UNAPPLIED TOTAL AMOUNT** DUE **PAST DUE PAST DUE PAST DUE PAST DUE PAYMENTS** DUE \$5,019.20 \$0.00 \$341.48 \$0.00 \$5,360.68 \$0.00 \$0.00 TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: REMITTANCE ADDRESS (Include Account# & Invoice# on check) VISA MASTERCARD DISCOVER News-Press Media Group P O Box 677583 Exp Date Dallas, TX 75267-7583

#### **Swine Solutions**

12013 Rose Ln
Riverview, FL 33569 US
Thomas@swinesolutionsfl.com
https://www.SwineSolutionsFL.com

#### **INVOICE**

Suite 214

BILL TO River Hall CDD 9220 Bonita Beach Road

Bonita Springs, FL 34135

INVOICE DATE TERMS DUE DATE 407

03/25/2023 Net 30

04/24/2023

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Trapping Service	Month to Month	1	1,650.00	1,650.00

**BALANCE DUE** 

SW \$1,650.00

### STORMWATER CONTROL HOG REMOVAL

#### Wrathell, Hunt & Associates, LLC

2300 Glades Rd. Suite 410W Boca Raton, FL 33431

#### Invoice

Date	Invoice #
4/1/2023	2021-2369

Bill To:	
River Hall CDD 2300 Glades Rd. Suite 410W Boca Raton, FL 33431	

Description	Am	ount
Management		3,750.00
Assessment Methodology		375.00
Building client relationships one step at a time	Total	
banang energ relationships one step at a time in	lotai	\$4,125.00

## RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

## MINUTES

#### **DRAFT**

1 2 3 4	-	JTES OF MEETING RIVER HALL DEVELOPMENT DISTRICT				
5	The Board of Supervisors of the	The Board of Supervisors of the River Hall Community Development District held a				
6	Regular Meeting on May 4, 2023 at 3:30	p.m., at River Hall Town Hall Center, located at 3089				
7	River Hall Parkway, Alva, Florida 33920.					
8						
9 10	Present were:					
11	Ken Mitchell	Chair				
12	Robert Stark	Vice Chair				
13	Michael Morash	Assistant Secretary				
14	Daniel J. Block	Assistant Secretary				
15	Paul D. Asfour	Assistant Secretary				
16		,				
17	Also present were:					
18						
19	Chuck Adams	District Manager				
20	Cleo Adams	District Manager				
21	Shane Willis	Operations Manager				
22	Greg Urbancic (via telephone)	District Counsel				
23	Charlie Krebs	District Engineer				
24	Carl Barraco	Barraco & Associates				
25	Grady Miars (via telephone)	GreenPointe				
26	Jay Gaines (via telephone)	Auditor				
27	Karen Asfour	Resident				
28	John Cassani	Public				
29	Gary Stilwell	Public				
30						
31						
32	FIRST ORDER OF BUSINESS	Call to Order/Roll Call				
33						
34	Mr. Adams called the meeting to o	order at 3:31 p.m. All Supervisors were present.				
35						
36 37	SECOND ORDER OF BUSINESS	Public Comments (3 minutes per speaker)				
38	Mr. John Cassani asked about a bro	each that was the source of the excess discharge from				
39	River Hall to a conveyance ditch, which th	e CDD agreed to restore, and an area overgrown with				

vegetation that the CDD agreed to maintain. Mr. Adams stated a proposal for the earthwork is in the agenda.

Mr. Gary Stillwell stated he previously provided information about breaches he discovered on the northern side of the Florida Power & Light (FPL) right-of-way (ROW) near the substation. The fence was cut and, although he repaired it several times, trespassers continue cutting the fence to access the community. He asked if MRI Construction can place one or two concrete barriers near the fence to deter trespassers coming from Frank Road.

Discussion ensued regarding the jersey barriers, entry point, Sheriff's Department, FPL substation and the property owners' fence.

Per Mr. Mitchell, Mr. Krebs is to look into the contractor placing and extending the jersey barriers as far east as there are barriers.

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#### THIRD ORDER OF BUSINESS

#### **Developer Update**

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Mr. Miars reported the following:

- Home sales remain steady at just under 60 sales in River Hall Country Club (RHCC) and Hampton Lakes (HL), which is positive. There is a steady flow of new prospects even though the season has ended.
- The permit for expansion of HL should be issued within the next 15 to 30 days. It was resubmitted and an earnest construction start is expected.
- 60 Construction commenced in parcel K2, which will be followed into Parcels H, D and C. All
  61 of those permits were issued or a notice to proceed was issued by the County.
- 62 Construction activity will be ongoing during the summer and through the third to fourth 63 quarters. Completion of certain subdivisions and HL East will occur in 2024.
  - The Development Order (DO) for expansion of the pickleball courts was resubmitted because a previous order was pending and Lee County does not allow Developers to have two DOs on the same parcel. Updates will be provided at future CDD meetings or at the town hall.

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#### **FOURTH ORDER OF BUSINESS**

Presentation of Audited Annual Financial Report for Fiscal Year Ended September 30,

	2022, Prepared by Berger, Toombs, Elam Gaines & Frank		
Mr. Gaines presented the Audited	Annual Financial Report for Fiscal Year Endec		
September 30, 2022, and noted the pe	rtinent information. There were no findings,		
recommendations, deficiencies on internal of	control or instances of non-compliance; it was a		
clean audit.			
Mr. Gaines urged the Board to read t	the disclosure letter about the audit process that		
was previously emailed. Asked if the letter	is in the audit or separate from the audit, Mr		
Gaines stated it is on the last page of the Aud	dit Report and is required by the Auditor General		
Mr. Mitchell noted that the letter is not include	ded in the report. Mr. Gaines will re-send letter to		
Mr. Adams for dissemination to the Board			
FIFTH ORDER OF BUSINESS	Consideration of Resolution 2023-07, Hereby Accepting the Annual Financial Report for the Fiscal Year Ended September 30, 2022		
	nded by Mr. Morash, with all in favor, ng the Annual Financial Report for the , was adopted.		
SIXTH ORDER OF BUSINESS	Discussion/Consideration of Assignment Agreement for District Owner Property Within the Gates of River Hall		
Mrs. Adams stated that there are three	ee parcels within the gates that the HOA currently		
maintains but that are owned by the CDD.	Staff asked Mr. Urbancic to draft an Assignment		
Agreement for each location. Mr. Urbancic stated, prior to preparing the Agreement, he needs			
to know what type of controls/terms the CDD would like in place.			
	September 30, 2022, and noted the per recommendations, deficiencies on internal of clean audit.  Mr. Gaines urged the Board to read the was previously emailed. Asked if the letter Gaines stated it is on the last page of the Audin Mr. Mitchell noted that the letter is not included Mr. Adams for dissemination to the Board  FIFTH ORDER OF BUSINESS  On MOTION by Mr. Stark and second Resolution 2023-07, Hereby Accepting Fiscal Year Ended September 30, 2022  SIXTH ORDER OF BUSINESS  Mrs. Adams stated that there are three maintains but that are owned by the CDD.		

maintained, hiring a second landscaping company and Pulte.

Discussion ensued regarding a licensing agreement with the HOA, the parcels to be

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Mr. Adams will email a document to Mr. Urbancic identifying the parcels that will be 104 105 maintained by the HOA. 106 107 SEVENTH ORDER OF BUSINESS Consideration of M.R.I. Construction, Inc., 108 Proposal #392 for Fill Dirt in FPL Easement 109 **Depressions** 110 Mrs. Adams presented M.R.I. Construction, Inc., Proposal #392 for fill dirt in FPL 111 112 easement depressions, in the amount of \$12,000. 113 In response to a question about the scope of work, Mr. Krebs stated the contractor will 114 match the existing slope of the FPL area to fill it. The gap between two sections, where it has been depressed, will be filled. The fill dirt will be provided by the Developer. 115 116 On MOTION by Mr. Stark and seconded by Mr. Morash, with all in favor, M.R.I. 117 Construction, Inc., Proposal #392 for Fill Dirt in FPL Easement Depressions, in 118 119 the amount of \$12,000, was approved. 120 121 122 **EIGHTH ORDER OF BUSINESS** Consideration of Resolution 2023-08, 123 Approving a Proposed Budget for Fiscal 124 Year 2023/2024 and Setting a Public 125 Hearing Thereon Pursuant to Florida Law; 126 Addressing Transmittal, Posting 127 Publication Requirements; Addressing 128 Severability; and Providing an Effective Date 129 130 131 Mr. Mitchell presented Resolution 2023-08. 132 Mr. Adams reviewed the proposed Fiscal Year 2024 budget, highlighting increases, 133 decreases and adjustments, compared to the Fiscal Year 2023 budget, and explained the 134 reasons for any changes. 135 Discussion ensued regarding increasing the hog trapping line item, adjustments to the lien roll, increase to fund balance, projected assessments, street signs and the "Roadway repair 136

and maintenance" and "Fountain service and repairs" line items.

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139		<u> </u>	conded by Mr. Block, with all in favor,
140		ı · · · · ·	posed Budget for Fiscal Year 2023/2024
141			st 3, 2023 at 3:30 p.m., at River Hall Town
142 143		•	all Parkway, Alva, Florida 33920, Thereon ng Transmittal, Posting and Publication
144		-	ty; and Providing an Effective Date, was
145		adopted.	ly, and trottaing an Effective Date, trus
146			
147			
148	NINT	HORDER OF BUSINESS	Acceptance of Unaudited Financial
149			Statements as of March 31, 2023
150 151		Mr. Adams presented the Unaudited F	inancial Statements as of March 31, 2023.
152		Mrs. Adams and Mr. Willis responded	to questions regarding the "Ornamental lighting &
153	maint	enance" line item, at 182%, and the	discrepancies and ownership of the drainage
154	syster	ns.	
155		Mr. Krebs will confer with Mr. Barrae	co regarding the roadside catch basin ownership
156	respo	nsibility and provide an update at the ne	ext meeting.
157			
158		On MOTION by Mr. Morash and seco	onded by Mr. Stark, with all in favor, the
159		Unaudited Financial Statements as of	•
160			
161			
162	TENTI	HORDER OF BUSINESS	Approval of April 6, 2023 Public Hearing
163			and Regular Meeting Minutes
164 165		Mr. Mitchell presented the April 6, 202	23 Public Hearing and Regular Meeting Minutes.
166			
167		On MOTION by Mr. Block and second	ed by Mr. Stark, with all in favor, the April
168		6, 2023 Public Hearing and Regula	Meeting Minutes, as presented, were
169		approved.	
170			
171			
172	ELEVE	NTH ORDER OF BUSINESS	Staff Reports
173 174	A.	District Engineer: Hole Montes	

175		The Board and Staff discussed the GIS system, flood prevention and drainage			
176	respo	nsibility and shared responsibility with the HOA for the drains and roads.			
177	В.	District Counsel: Coleman, Yovanovich & Koester			
178		Mr. Urbancic reported that a recently passed bill will require every Supervisor to attend			
179	an an	nual four-hour ethics training course, as of January 1, 2024. The Governor has yet to sign			
180	the b	I.			
181	C.	District Manager: Wrathell, Hunt and Associates, LLC			
182		• 2,433 Registered Voters in District as of April 15, 2023			
183		• NEXT MEETING DATE: June 1, 2023 at 3:30 P.M.			
184		O QUORUM CHECK			
185	D.	Operations Manager: Wrathell, Hunt and Associates, LLC			
186		Mr. Willis presented the Field Operations Report and noted the following:			
187	>	Staff arranged for the Sheriff's Department to patrol the community and asked for a			
188	conse	nsus on the patrol schedule.			
189		Discussion ensued regarding potential patrol hours and construction. The consensus			
190	was f	was for weekday patrols to start at 6:30 a.m.			
191	>	The Sheriff will start placing street signs in a few general locations on the Parkway.			
192	>	A control structure grate was removed. GulfScapes placed plywood over the structure			
193	until	new grate is installed.			
194					
195 196 197	TWEL	Public Comments: Non-Agenda Items (3 minutes per speaker)			
198		Mr. Stillwell voiced his opinion that dust bowls and lake debris from ongoing			
199	const	uction might impact health. Mr. Krebs stated no studies confirm that; it is Mr. Stillwell's			
200	opini	n.			
201					
202 203	THIR	EENTH ORDER OF BUSINESS Supervisors' Comments/Requests			
204		Mr. Asfour asked what entity would conduct the ethics classes. Mr. Urbancic stated the			
205	State	would certify individuals or companies to provide the classes/seminars en masse.			

	RIVER HALL CDD	DRAFT	May 4, 2023
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206	Discussion ensued regarding the Florida Association of Special Districts (FASD), closing a
207	lane to complete a construction project, alerting the school about the project, "No Parking"
208	signs on the Boulevard.
209	Regarding a lake bank erosion repair issue between the CDD and a homeowner, Mr.
210	Urbancic suggested Mr. Willis send an additional letter to the homeowner requesting a
211	response within 10 to 15 business days or the CDD will proceed with legal action.
212	
<ul><li>213</li><li>214</li><li>215</li></ul>	FOUREENTH ORDER OF BUSINESS Adjournment
216	On MOTION by Mr. Asfour and seconded by Mr. Morash, with all in favor, the
217	meeting adjourned at 4:47 p.m.
218	
219	
220	
221	
222	[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

May 4, 2023

RIVER HALL CDD

## RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

# STAFF REPORTS C

#### **RIVER HALL COMMUNITY DEVELOPMENT DISTRICT**

#### **BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE**

#### LOCATION

River Hall Town Hall Center, located at 3089 River Hall Parkway, Alva, Florida 33920

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
ctober 6, 2022 CANCELED	Regular Meeting	3:30 PM
November 3, 2022	Regular Meeting	3:30 PM
December 1, 2022	Regular Meeting	3:30 PM
January 5, 2023	Regular Meeting	3:30 PM
February 2, 2023	Regular Meeting	3:30 PM
March 2, 2023	Regular Meeting	3:30 PM
April 6, 2023	Regular Meeting	3:30 PM
May 4, 2023	Regular Meeting	3:30 PM
June 1, 2023	Regular Meeting	3:30 PM
July 6, 2023	Regular Meeting	3:30 PM
August 3, 2023	Public Hearing & Regular Meeting	3:30 PM
September 7, 2023	Regular Meeting	3:30 PM

## RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

# STAFF REPORTS D



#### Wrathell, Hunt and Associates, LLC

TO: River Hall CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

DATE: June 1, 2023

SUBJECT: Status Report – Field Operations

#### **Landscape Activities:**

1. Mowing weekly started on March 1

- 2. All drainage areas and lake banks are being mowed monthly
- 3. Fertilizing all turf in the month of May with 14-4-14
- 4. Weeds in turf sprayed monthly
- 5. Weeds in plant beds are being removed each week
- 6. Insect control on turf and plants sprayed as needed
- 7. Shrubs, ground cover were fertilized in May
- 8. Palms were fertilized in May
- 9. Hard cut backs on shrubs will be completed by the end of June, grasses such as Fakahatchee grass were completed prior to Easter.
- 10. Drainage and lake banks are being mowed monthly in the months of May thru Sept

<u>Damaged Street Lamp</u>: The street lamp was removed the week of November 21<sup>st</sup>. Staff currently waiting on cost to have replaced. From speaking with our vendor; the double head lamps and fiberglass pole with freight is approximately \$7K. Installed week of 5/15/23.

**No Parking Signs:** Notified by the Sheriff's Department on 2.17.23 that the "No Parking Sign" would need to include "No Standing" language. District Engineer is having the changes made.

**Swine Solutions:** One trap currently in CE15 and one in Wetland 30. To date the trapper has removed **39** adult hogs and **13** juveniles.

#### **Portico Boundary Fence:**

Agreement with Carter Fence has been executed - Total cost: \$80,950.00

- LDO approved and submitted to vendor on 4/25/23. Carter Fence submitted for permit on 4/25/23. Installation expected to be completed by 5/29/23.
- Sourcing new landscape proposals for installing clusia hedge.