

RIVER HALL

**COMMUNITY DEVELOPMENT
DISTRICT**

February 1, 2024

**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

January 25, 2024

Board of Supervisors
River Hall Community Development District

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

Dear Board Members:

The Board of Supervisors of the River Hall Community Development District will hold a Regular Meeting on February 1, 2024 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. Consideration of Resolution 2024-02, 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
5. Consideration of Disclosure Technology Services LLC, EMMA Filing Assistance Software as a Service License Agreement
6. Consideration of Proposals to Replace Construction Gate at West Entry to Cascades
7. Continued Discussion/Update: Proposed Traffic Control Project on Parkway for Proposed Townhome Project
8. Discussion/Update: Chestnut Grove Erosion Concerns
9. Acceptance of Unaudited Financial Statements as of December 31, 2023
10. Approval of January 4, 2024 Regular Meeting Minutes
11. Staff Reports
 - A. District Engineer: *Hole Montes*

- Continued Discussion: Roadside Catch Basin Ownership Responsibility
- B. District Counsel: *Coleman, Yovanovich & Koester*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: March 7, 2024 at 3:30 PM

○ QUORUM CHECK

SEAT 1	PAUL ASFOUR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	MICHAEL MORASH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	KENNETH MITCHELL	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROBERT STARK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	DANIEL BLOCK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- D. Operations Manager: *Wrathell, Hunt and Associates, LLC*
- 12. Public Comments: Non-Agenda Items *(3 minutes per speaker)*
- 13. Supervisors' Comments/Requests
- 14. 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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RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVER HALL COMMUNITY DEVELOPMENT DISTRICT 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

WHEREAS, the River Hall Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of River Hall Community Development District ("Board") seeks to implement section 190.006(3), Florida Statutes, and to instruct the Lee County Supervisor of Elections ("Supervisor") to conduct the District's General Elections ("General Election").

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Paul Asfour, Seat 2, currently held by Michael Morash, and Seat 3, currently held by Kenneth Mitchell, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 1ST DAY OF FEBRUARY, 2024.

**RIVER HALL COMMUNITY DEVELOPMENT
DISTRICT**

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE
RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the River Hall Community Development District will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Lee County Supervisor of Elections located at 2480 Thompson Street, Third Floor, Fort Myers, Florida 33901, (239) 533-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Lee County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The River Hall Community Development District has three (3) seats up for election, specifically seats 1, 2 and 3. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, in the manner prescribed by law for general elections.

For additional information, please contact the Lee County Supervisor of Elections.

District Manager
River Hall Community Development District

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "**Agreement**") is entered into by and between the **River Hall Community Development District** (the "**District**") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "**Licensee**"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("**DTS**" or the "**Licensor**"). This Agreement shall be effective as of last day executed below ("**Effective Date**").

NOW, THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "**CDAs**") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("**EMMA**") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at , both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("**Portal**") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "**Services**").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "**Formatted Information**"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

River Hall Community Development District

Disclosure Technology Services, LLC

By: _____

By:  _____

Print: _____

Print: Michael Klurman

Title: _____

Title: Vice President

Date: _____

Date: 11-30-2023

Exhibit A – Fee Schedule

Annual License Fee:

1. Year 1 - \$1,500 at Bond Closing to be paid from issuance cost budget (and was set aside)
2. After Year 1, \$1500 per annum per bond issuance, not to exceed \$5,000 per annum for all bond issuances to be issued by the District.

Exhibit B – CDD Addendum

The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):

PUBLIC RECORDS. DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 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 contract term and following the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS'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 DTS, DTS 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.

IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Wrathell Hunt & Associates, 2300 Glades Road, Ste #410W, Boca Raton, FL 33431; Attention: Craig Wrathell.

LIMITATIONS ON LIABILITY. Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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 statute or law, 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.

SCRUTINIZED COMPANIES. DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in

the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

E-VERIFY. DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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www.carter-fence.com
 3490 Shearwater St
 Naples, FL 34117
 (239) 353-4102
 MHunter@carter-fence.com



For **ALL** Your Fencing Needs

Estimate #53891
 Date Created: Wed Jan 24, 2024

Customer	Point of Contact
River Hall CDD c/o Wrathell, Hart, Hunt And Assoc. LLC Wrathell, Hart, Hunte And Assoc. LLC, 9220 Bonita Beach Road Bonita Springs, FL 34135 (239) 989-2939 (M)	Cleo Adams crismond@whhassociates.com (239) 989-2939 (M)

Service Location	Billing Address
Wrathell, Hart, Hunte And Assoc. LLC, 9220 Bonita Beach Road Bonita Springs, FL 34135	Billing Address: CDD 9220 Bonita Beach Road Suite 214 Bonita Springs, FL 34135

Item(s)		
Qty	Name	Description
1	Mobilization: Lee County	
2	Aluminum Gate: 5'H	Manufacturer: Alumi-Guard Type: Double Swing Opening Width: 18' Grade: Industrial Style: Ascot Rails: 3-Rail Color: Black Post Size: 4" x 4" x 106" x .180" // Cemented Hinges: T- Slot Latch: Lockable Drop Rod W/ Push Latch

IF THERE IS AN OPTION LISTED ON THE PROPOSAL, PLEASE SIGN YOUR INITIALS NEXT TO THE LINE ITEM TO CONFIRM YOU WOULD LIKE TO PROCEED WITH THIS OPTION

Total \$14,322.80

Estimate Notes

Remove/Replace Pipe Gate & Install New Aluminum Gates

 Signature

 Date

 Print Name:

For all customers we require a 50% deposit from you before any installation date can be given. If a Contract or Purchase Order is provided then a 50% deposit is not required. Payment Methods Accepted: Cash, Check or Credit Card. If you would like to make a payment on our website using a credit card, please go to the following link: <https://carter-fence.com/transaction-form/> (Please note: A 3% convenience fee will apply)

Introducing to you our new FIVE YEAR WARRANTY! We stand behind our workmanship by offering this to you.

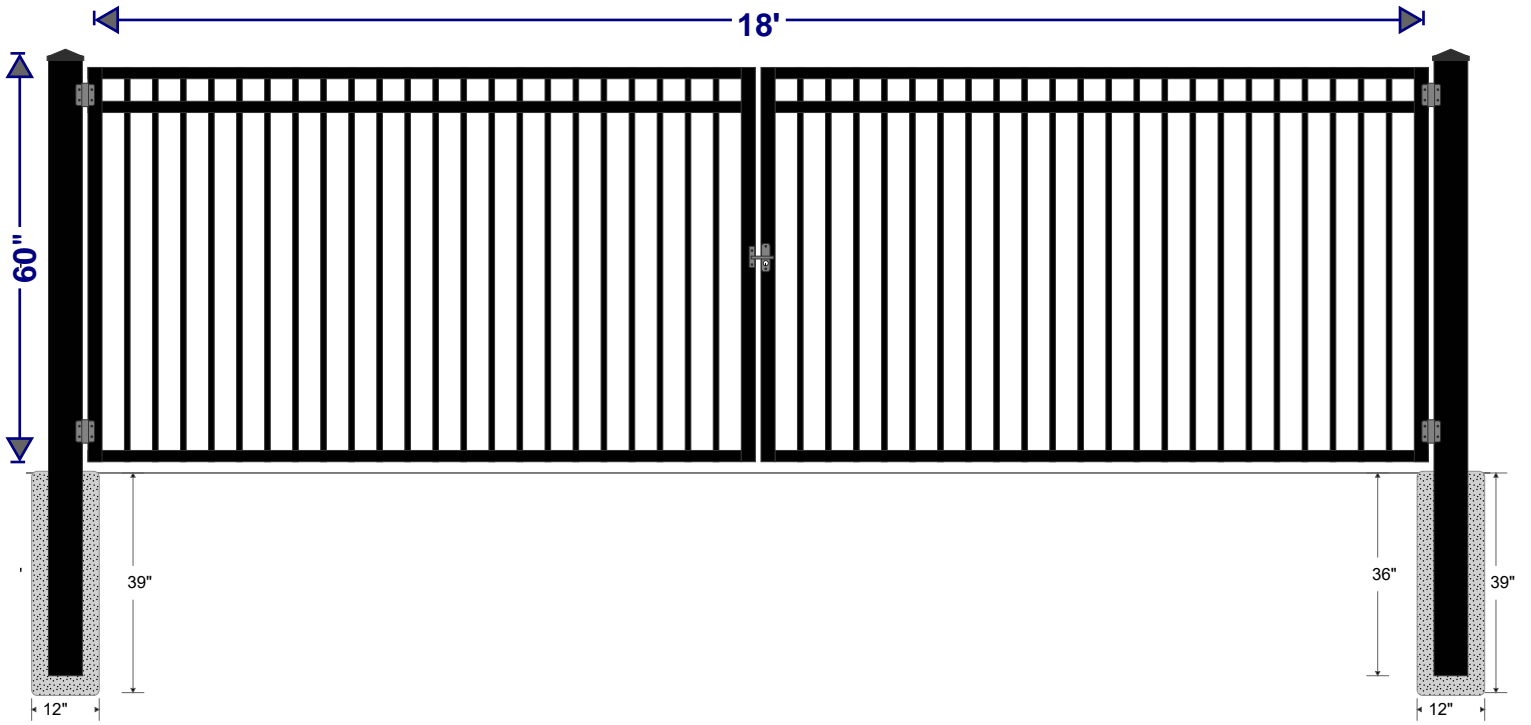




Thank you for your business. We look forward to working with you!

TERMS AND CONDITIONS

BY SIGNING OR GIVING WRITTEN CONSENT TO MOVE FORWARD WITH THIS CONTRACT, WE (I) AGREE TO PAY FOR THE SERVICES NOTED ABOVE AND ALL THE SERVICES HERETOFORE OR HEREAFTER PURCHASED OR ORDERED FROM YOU TOGETHER. CARTER FENCE CO. INC. WARRANTS THE FENCE AGAINST DEFECTS IN MATERIALS FOR A PERIOD OF ONE YEAR AND WORKMANSHIP FOR A PERIOD OF FIVE YEARS FROM THE DATE OF COMPLETED INSTALLATION. IF ANY DEFECT EXISTS AND IS REPORTED TO CARTER FENCE CO. INC. WITHIN ONE YEAR, CARTER FENCE WILL REPAIR OR REPLACE ANY DEFECT WITHOUT CHARGE DURING NORMAL WORKING HOURS. IF ANY DEFECT EXISTS AND IS REPORTED ON POOR WORKMANSHIP, CARTER FENCE WILL REPAIR AND REPLACE ANY DEFECT WITHOUT CHARGE DURING NORMAL WORKING HOURS. BUYER AUTHORIZES WORK TO COMMENCE AND AGREES TO PAY PRICE DESCRIBED. IF ADDITIONAL MATERIALS OR LABOR IS PERFORMED THERE WILL BE ADDITIONAL CHARGES ON FINAL INVOICE. IF WE QUOTED YOU MORE MATERIAL THAN NEEDED, WE WILL DEDUCT THIS ON YOUR FINAL INVOICE. PAYMENT IS DUE UPON COMPLETION OF WORK. IF PAYMENT IS DELINQUENT AFTER 10 DAYS, A 1.5% MONTHLY FINANCE CHARGE WILL BE BILLED ON THE BALANCE DUE. ALL COSTS INCURRED TO COLLECT A DELINQUENT ACCOUNT WILL BE ADDED TO THE BALANCE DUE AND ARE THE RESPONSIBILITY OF THE OWNER. CUSTOMER HEREBY ASSUMES FULL RESPONSIBILITY FOR LOCATING FENCES LINES AND ALL UNDERGROUND CABLES, LINES, AND PIPES. CARTER FENCE CO. INC. IS NOT RESPONSIBLE FOR DAMAGES TO UNDERGROUND UTILITIES NOT IDENTIFIED BY OWNER. ESTIMATES ARE ONLY VALID FOR 10 DAYS AFTER THE DATE THEY ARE CREATED. CARTER FENCE CO. INC. REQUIRES 48 HOURS FOR ANY CANCELLATION OR RESCHEDULING PRIOR TO THE INSTALLATION DATE THAT IS GIVEN VIA EMAIL. PLEASE NOTE A \$500 FEE WILL BE ADDED TO THE FINAL INVOICE IF THESE TERMS ARE NOT MET.



West Entrance

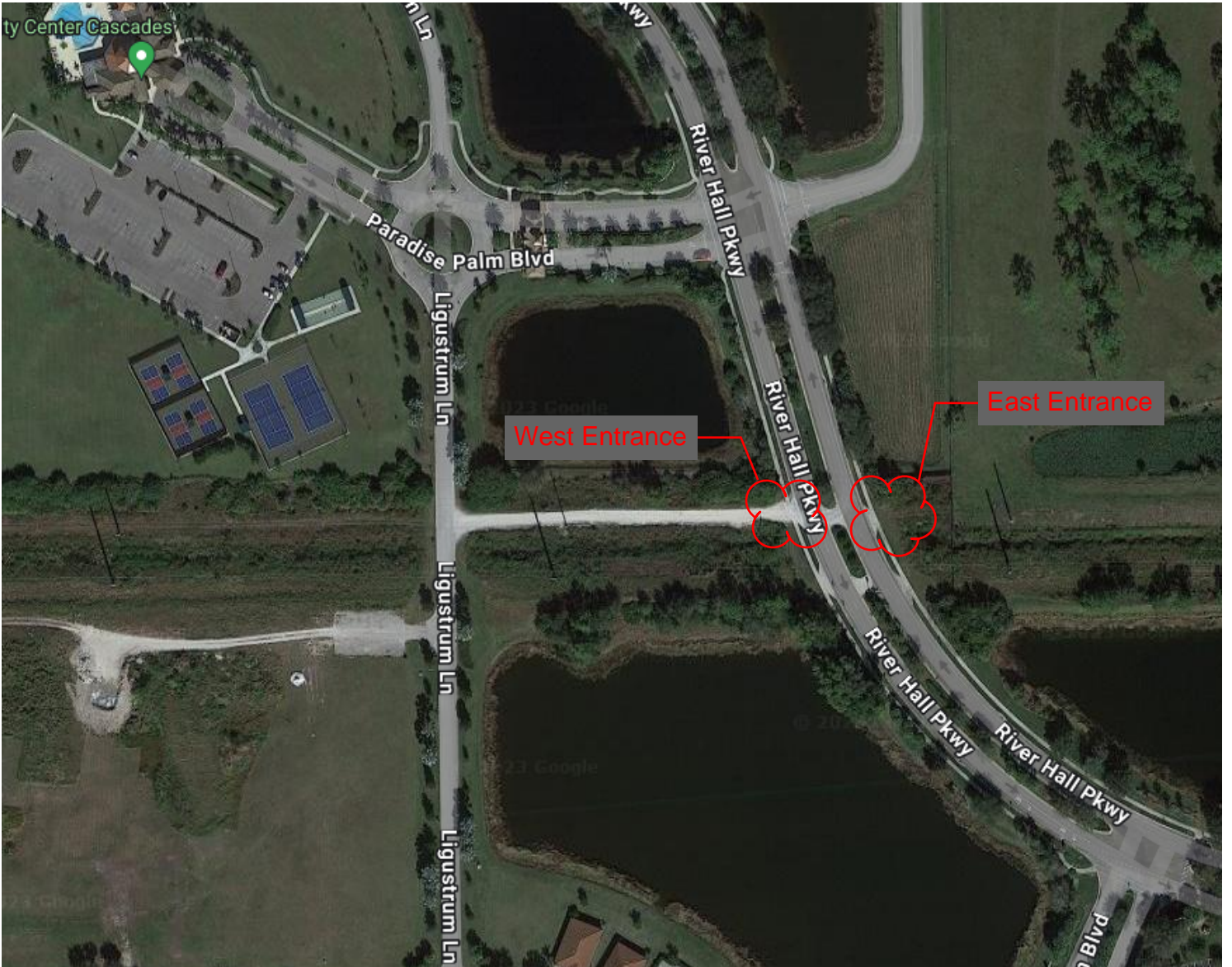


East Entrance





NORTH



RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
OFFICE OF THE DISTRICT MANAGER
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

January 25, 2024

Kim Tempesta
3376 Chestnut Grove DR
Alva, FL 33920

Re: Lake 3-5B - Embankment Erosion/Drainage Inspection Report

Dear Ms Tempesta:

As a follow-up to the drainage inspection held on December 8, 2023 by HoleMontes, please find attached memorandum, Engineers opinion.

During the January 4th Board of Supervisors meeting, the Board directed that staff provide you with (30) days' notice to have the required necessary repairs completed to the satisfaction of the District. If you do not timely complete the repairs within thirty (30) days after the date of this letter to the satisfaction of the District, the District will have no choice but to make the repairs, and bill you for the cost.

Please see attached proposal previously submitted to you via Juniper Landscape for consideration to have these issues resolved.

Should you have any additional questions, please feel free to contact our office at (239) 498-9020 or my cell (239) 989-2939.

Sincerely,

RIVER HALL COMMUNITY DEVELOPMENT DISTRICT



Cleo Adams
District Manager

Enclosures

Cc: File



MEMORANDUM

To: River Hall CDD
From: John Baker, P.E.
Date: 01/15/2024
Subject: 3376 Chestnut Grove Dr. Drainage Inspection Project No. 340039-01-001

On December 8th, 2023, representatives of Hole Montes, a Bowman company visited 3376 Chestnut Grove Drive to conduct a drainage inspection pursuant to CDD concerns over maintenance of the lake banks adjacent to the property. The purpose of the inspection was to examine the efficacy of the existing drainage system installed within the property and determine if the drainage system creates sheet flow to the lakes, a major contributor to lake bank erosion if left unchecked.

The existing drainage system consists of four (4) bubble-up yard drain structures located at each corner of the residential home. The structures are connected front-to-back by underground nyloplast pipes but do not directly connect to the lake, resulting in the structures holding water and overflowing during rainfall events, sheet flowing across the ground. This has created small channels along the ground over time as water follows the path of least resistance to the adjacent lake. Photographic evidence of the structures holding water and the resulting channels is provided in Figures 1-3 on the following page.

The neighboring property to the east (3380 Chestnut Grove Dr.) utilizes a drainage system that directs their roof drains through an underground nyloplast pipe to the adjacent lake, minimizing the sheet flow across their property. The western property's (3370 Chestnut Grove Dr.) roof drains empty directly out onto the grass between the properties and sheet flows to the lake, contributing to the lake bank erosion between the lots.



Figure 1: Evidence of bubble-up structures holding water in dry conditions

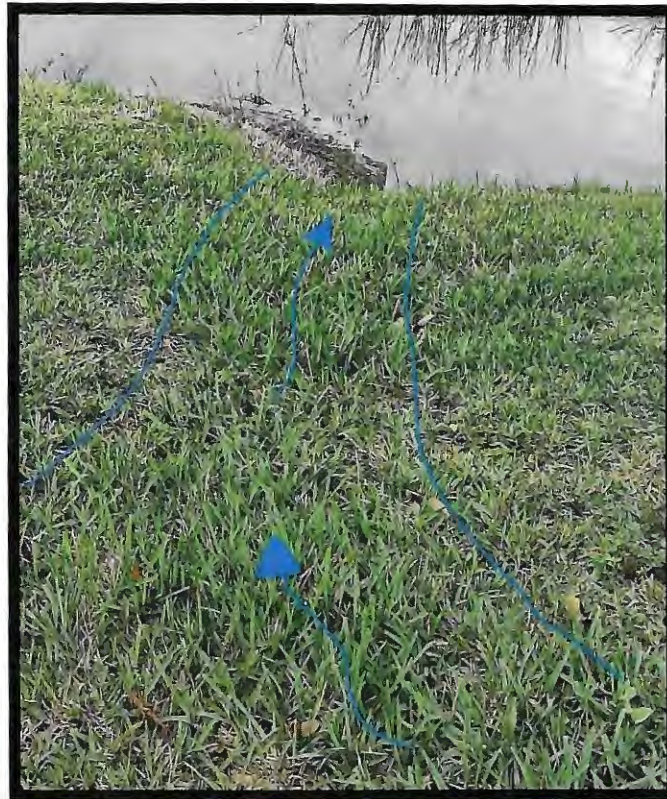


Figure 2: Evidence of sheet flow channeling to lake (Northeast property line)



Figure 3: Evidence of sheet flow channeling to lake (Northwest property line)

Severe lake bank erosion was observed at both rear property corners, with greater severity observed at the northwestern corner. The areas of damage directly correlate to the sheet flow of water between the lots, although the property owner, Kim Tempesta, testified that irrigation line damage contributed to the harsher erosion at the northwestern corner and the line has since been repaired. Photos of the damaged areas have been included below.



Figure 3: Northeastern lake bank erosion – shared neighbor utilizing underground pipe for roof drains



Figure 4: Northwestern lake bank erosion – shared neighbor contributing sheet flow via roof drains

It is the recommendation of Hole Montes that the drainage at 3376 Chestnut Grove Drive be modified to run underground pipes directly to the lake at both rear property corners, tying into the existing bubble-up structures to circumvent the need for overland sheet flow. Based on the observed damage, it is recommended the western neighbor utilize this solution, as well – especially if repairs are made to the lake bank by the CDD and additional lake bank erosion is observed going forward. Because the western neighbor does not utilize bubble-up structures, it is recommended that they model their drainage system after the system currently installed at 3380 Chestnut Grove Dr.



Proposal

Proposal No.: 252468
Proposed Date: 01/04/24

PROPERTY:	FOR:
Kim Tempesta Residence Kim Tempesta 3376 Chestnut Grove Drive Alva, FL 33920	Lot 34 - 3376 Chestnut Grove Dr - Drainage Work

Repairing Drainage issue at both sides of the back of 3376 Chestnut Grove Drive

ITEM	QTY	UOM	TOTAL
Drainage Work			\$5,200.00
ADS 4 in. Single Wall Solid Pipe 100 ft.	100.00	FT	
C350 Turf Rein, LF	400.00	LF	
Floritam Saint Augustine, 01 Square Foot - 01SF	1000.00	01SF	
Install Division Labor	1.00	HR	
Total:			\$5,200.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager) _____
Date

Printed Name (Owner/Property Manager)

Signature - Representative _____
Date

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
OFFICE OF THE DISTRICT MANAGER
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

July 10, 2023

Kim Tempesta
3376 Chestnut Grove Drive
Alva, FL 33920

Re: Lake Bank Erosion

Greetings:

The Community Development District's Staff recently completed a lake bank condition review and analysis to aid them in determining if they have any lake bank erosion issues that need to be addressed in order to protect the integrity of the lakes and to ensure compliance with the River Hall CDD Stormwater Management Permit issued by the South Florida Water Management District.

The District is responsible for the lake bank immediately adjacent to the lake or more specifically the lakes edge (typically where your turf or landscaping ends). Adjacent homeowners are responsible for the lake bank from their home down to this point. The District has determined that they need to complete some level of lake bank erosion repairs adjacent to your property however, you will need to install a drainage pipe extending from the yard drain to approximately 10 feet into the lake. This will help mitigate the erosion issues that are occurring there in an effort to reduce or eliminate the potential of reoccurring erosion.

Below is a schematic showing how drainage pipes are typically installed and is strictly for courtesy/convenience purposes. This was provided by GulfScapes Landscape Management Services (District's Vendor) there is no requirement for you to use the contractor the District has selected. Should you choose to pursue your own vendor, you may want to start with your landscape maintenance contractor, who are typically very capable of providing the necessary services to complete the project.

Should you elect to have the contractor the District is using, GulfScapes Landscape Management Services, complete the project for you, you may contact Staff at williss@whhassociates.com or by regular mail to River Hall CDD; 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135. Or you may wish to contact GulfScapes directly at (239) 455-4911. Should you have any questions, or wish to meet to discuss this project, please contact our office at (239) 498-9020.

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
OFFICE OF THE DISTRICT MANAGER
9220 Bonita Beach Road, Suite #214
Bonita Springs, FL 34135

Sincerely,

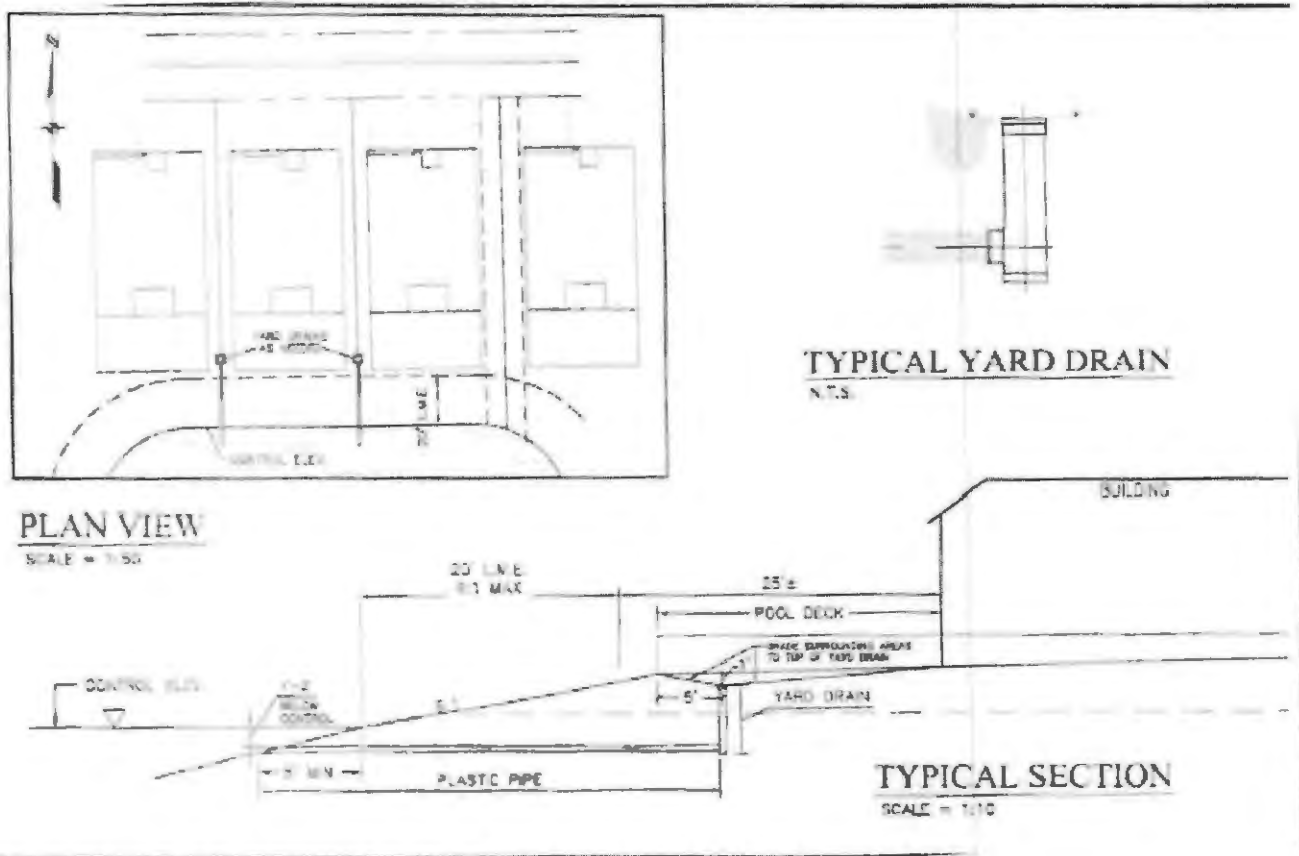
RIVER HALL COMMUNITY DEVELOPMENT DISTRICT



Shane Willis
Operations Manager

Enclosures:

- Gulfscapes Proposal 3392
- Lee County Property Description
- Diagram of Drainage Pipes
- Supporting Photographs



RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023**

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023**

	General Fund	Debt Service Fund Series 2020A	Debt Service Fund Series 2021	Debt Service Fund Series 2023A	Capital Projects Fund Series 2020A	Capital Projects Fund Series 2023A	Total Governmental Funds
ASSETS							
SunTrust	\$3,122,818	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,122,818
Investments							
SBA	5,662	-	-	-	-	-	5,662
Reserve A-1	-	206,925	75,400	604,910	-	-	887,235
Reserve A-2	-	-	336,688	-	-	-	336,688
Capitalized interest	-	-	-	224,313	-	-	224,313
Interest A-1	-	-	12,206	-	-	-	12,206
Revenue A-1	-	-	99,635	-	-	-	99,635
Revenue A-2	-	-	59,609	-	-	-	59,609
Revenue 2020A	-	39,180	-	-	-	-	39,180
Prepayment A-1	-	-	68	-	-	-	68
Prepayment A-2	-	-	1,627,438	-	-	-	1,627,438
Construction	-	-	-	-	237,145	5,072,823	5,309,968
Cost of issuance	-	-	-	7,734	-	-	7,734
Due from general fund	-	385,598	1,356,380	-	-	-	1,741,978
Deposits	1,622	-	-	-	-	-	1,622
Accounts receivable - RH Venture II	52,672	-	59,326	-	-	-	111,998
Accounts receivable - RH Venture III	12,763	-	-	-	-	-	12,763
Ashton oaks HOA	2,503	-	-	-	-	-	2,503
Hampton lake at river hall HOA	950	-	-	-	-	-	950
River hall country club HOA	950	-	-	-	-	-	950
Hampton golf & country club	6,287	-	-	-	-	-	6,287
Cascades at river hall	675	-	-	-	-	-	675
Total assets	<u>\$3,206,902</u>	<u>\$ 631,703</u>	<u>\$ 3,626,750</u>	<u>\$ 836,957</u>	<u>\$237,145</u>	<u>\$ 5,072,823</u>	<u>\$13,612,280</u>
LIABILITIES AND FUND BALANCES							
Liabilities:							
Accounts payable	\$ 4,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,125
Due to Developer	20,404	-	-	-	-	-	20,404
Due to debt service fund 2020A	385,598	-	-	-	-	-	385,598
Due to debt service fund 2021A1	701,612	-	-	-	-	-	701,612
Due to debt service fund 2021A2	654,768	-	-	-	-	-	654,768
Total liabilities	<u>1,766,507</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,766,507</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	76,800	-	59,326	-	-	-	136,126
Total deferred inflows of resources	<u>76,800</u>	<u>-</u>	<u>59,326</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>136,126</u>
Fund balances:							
Nonspendable							
Prepaid and deposits	1,622	-	-	-	-	-	1,622
Restricted for:							
Debt service	-	631,703	3,567,424	836,957	-	-	5,036,084
Capital projects	-	-	-	-	237,145	5,072,823	5,309,968
Assigned to:							
Operating capital	145,000	-	-	-	-	-	145,000
Disaster recovery	250,000	-	-	-	-	-	250,000
Unassigned	966,973	-	-	-	-	-	966,973
Total fund balances	<u>1,363,595</u>	<u>631,703</u>	<u>3,567,424</u>	<u>836,957</u>	<u>237,145</u>	<u>5,072,823</u>	<u>11,709,647</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 3,206,902</u>	<u>\$ 631,703</u>	<u>\$ 3,626,750</u>	<u>\$ 836,957</u>	<u>\$237,145</u>	<u>\$ 5,072,823</u>	<u>\$13,612,280</u>

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll: net	\$ 89,513	\$ 548,824	585,880	94%
Assessment levy: off-roll	65,435	65,435	130,870	50%
Miscellaneous hog program shared cost	-	825	16,500	5%
Interest and miscellaneous	27	80	500	16%
Total revenues	<u>154,975</u>	<u>615,164</u>	<u>733,750</u>	84%
EXPENDITURES				
Legislative				
Supervisor	1,000	2,000	12,000	17%
<i>Financial & administrative</i>				
District management	3,750	11,250	45,000	25%
District engineer	-	2,538	25,000	10%
Trustee	-	12,094	7,100	170%
Tax collector/property appraiser	-	4,123	5,653	73%
Assessment roll prep	375	1,125	4,500	25%
Auditing services	-	-	3,300	0%
Arbitrage rebate calculation	-	-	650	0%
Public officials liability insurance	-	13,063	13,000	100%
Legal advertising	-	-	1,100	0%
Bank fees	-	-	350	0%
Dues, licenses & fees	-	175	175	100%
Postage	-	-	1,500	0%
ADA website compliance	-	-	210	0%
Website maintenance	-	-	705	0%
<i>Legal counsel</i>				
District counsel	-	175	14,000	1%
Litigation	-	-		
<i>Electric utility services</i>				
Utility services	-	1,434	11,000	13%
Street lights	-	-	2,000	0%
<i>Stormwater control</i>				
Fountain service repairs & maintenance	-	-	7,500	0%
Aquatic maintenance	-	39,872	152,465	26%
Hog removal	-	3,300	23,000	14%
Lake/pond bank maintenance	-	-	5,000	0%
Stormwater system maintenance	-	300	40,000	1%

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
<i>Other physical environment</i>				
General liability insurance	-	4,647	5,000	93%
Property insurance	-	12,176	10,000	122%
Entry & walls maintenance	-	-	13,100	0%
Landscape maintenance	-	14,286	195,000	7%
Irrigation repairs & maintenance	-	-	12,500	0%
Landscape replacement plants, shrubs, trees	-	4,933	20,000	25%
Annual mulching	-	-	9,000	0%
Holiday decorations	-	-	12,000	0%
Clock tower maintenance	-	-	1,750	0%
Ornamental lighting & maintenance	-	-	2,000	0%
<i>Road & street facilities</i>				
Street/parking lot sweeping	-	-	750	0%
Street light/decorative light maintenance	-	-	3,500	0%
Roadway repair & maintenance	-	16,304	25,000	65%
Sidewalk repair & maintenance	-	7,072	2,500	283%
Street sign repair & replacement	-	-	1,500	0%
<i>Contingency</i>				
Miscellaneous contingency	-	2,200	50	4400%
Total expenditures	<u>5,125</u>	<u>153,067</u>	<u>688,858</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	149,850	462,097	44,892	
Fund balances - beginning	1,213,745	901,498	909,237	
Assigned				
Operating capital	145,000	145,000	145,000	
Disaster recovery	250,000	250,000	250,000	
Unassigned	968,595	968,595	559,129	
Fund balances - ending	<u>\$ 1,363,595</u>	<u>\$ 1,363,595</u>	<u>\$ 954,129</u>	

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2020A
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 63,367	\$ 385,598	\$ 414,720	93%
Interest	1,002	4,076	-	N/A
Total revenues	<u>64,369</u>	<u>389,674</u>	<u>414,720</u>	94%
EXPENDITURES				
Debt service				
Principal	-	-	155,000	0%
Interest	-	130,237	260,475	50%
Total debt service	<u>-</u>	<u>130,237</u>	<u>415,475</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	64,369	259,437	(755)	
Fund balances - beginning	567,334	372,266	357,799	
Fund balances - ending	<u>\$ 631,703</u>	<u>\$ 631,703</u>	<u>\$ 357,044</u>	

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Special assessment: on-roll	\$ 222,900	\$ 1,356,380	\$ 1,461,048	93%
Special assessment: off-roll	59,326	59,326	118,652	50%
Assessment prepayments	-	1,558,561	-	N/A
Interest	4,743	11,633	-	N/A
Total revenues	<u>286,969</u>	<u>2,985,900</u>	<u>1,579,700</u>	189%
EXPENDITURES				
Debt service				
Principal (A-1)	-	-	520,000	0%
Principal (A-2)	-	-	565,000	0%
Interest (A-1)	-	121,125	242,400	50%
Interest (A-2)	-	132,750	265,500	50%
Total expenditures	<u>-</u>	<u>253,875</u>	<u>1,592,900</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	286,969	2,732,025	(13,200)	
Fund balances - beginning	<u>3,280,455</u>	<u>835,399</u>	<u>795,163</u>	
Fund balances - ending	<u>\$ 3,567,424</u>	<u>\$ 3,567,424</u>	<u>\$ 781,963</u>	

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023A
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1,025	\$ 1,025
Total revenues	1,025	1,025
EXPENDITURES		
Debt service		
Cost of issuance	-	153,610
Underwriter's discount	-	160,400
Total debt service	-	314,010
Excess/(deficiency) of revenues over/(under) expenditures	1,025	(312,985)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	1,149,942
Total other financing sources	-	1,149,942
Net change in fund balances	1,025	836,957
Fund balances - beginning	835,932	-
Fund balances - ending	\$ 836,957	\$ 836,957

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2020A
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 965	\$ 2,905
Total revenues	965	2,905
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	965	2,905
Fund balances - beginning	236,180	234,240
Fund balances - ending	\$ 237,145	\$ 237,145

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023A
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest income	\$ 8,434	\$ 8,434
Total revenues	8,434	8,434
EXPENDITURES		
Construction in progress	1,805,669	1,805,669
Total expenditures	1,805,669	1,805,669
Excess/(deficiency) of revenues over/(under) expenditures	(1,797,235)	(1,797,235)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	6,870,058
Total other financing sources/(uses)	-	6,870,058
Net change in fund balances	(1,797,235)	5,072,823
Fund balances - beginning	6,870,058	-
Fund balances - ending	\$ 5,072,823	\$ 5,072,823

River Hall Community Development District
Check Detail
 December 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Check	2790	12/08/2023	KENNETH MITCHE...	101.001 · Suntrust-...		-200.00
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2791	12/08/2023	MICHAEL MORASH	101.001 · Suntrust-...		-200.00
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2792	12/08/2023	PAUL ASFOUR	101.001 · Suntrust-...		-200.00
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2793	12/08/2023	ROBERT STARK	101.001 · Suntrust-...		-200.00
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00
Check	2794	12/08/2023	DANIEL J BLOCK	101.001 · Suntrust-...		-200.00
				511.110 · Board of ...	-200.00	200.00
TOTAL					-200.00	200.00

Wrathell, Hunt & Associates, LLC

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

Invoice

Date	Invoice #
12/1/2023	2023-1948

Bill To:
River Hall CDD PO Box 810036 Boca Raton, FL 334811

Description	Amount
Management	3,750.00
Assessment Methodology	375.00
<i>Building client relationships one step at a time ...</i>	
Total	\$4,125.00

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the River Hall Community Development District held a Regular Meeting on January 4, 2024 at 3:30 p.m., at the River Hall Town Hall Center, located at 3089 River Hall Parkway, Alva, Florida 33920.

Present were:

Ken Mitchell	Chair
Robert Stark	Vice Chair
Daniel J. Block	Assistant Secretary
Paul D. Asfour	Assistant Secretary
Michael Morash (via telephone)	Assistant Secretary

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis (via telephone)	Operations Manager
Greg Urbancic (via telephone)	District Counsel
Charlie Krebs	District Engineer
Jim Hegarty	Resident/Cascades Association President
Mike Polchynsky	Resident
Karen Asfour	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 3:30 p.m. Supervisors Mitchell, Stark, Block and Asfour were present. Supervisor Morash attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments (3 minutes per speaker)

Resident Mike Polchynsky asked if the CDD controls the sewage pumps. Mr. Adams stated the CDD does not; the County's Utilities are responsible for sewage pumps. Mr. Adams stated the pumps have odor scrubbers but, if an issue exists, residents should call the toll-free contact number posted on the side of the pumps to register a complaint.

Resident and Cascades Association President Jim Hegarty thanked the Board for taking up the issue of the Cascades construction entrance fence. He noted that many resident

40 complaints were received and he spoke with Staff regarding land that was conveyed to the CDD
41 along with ponds.

42 Discussion ensued regarding improvements proposed by the HOA, the request for a
43 Land Use Agreement between the HOA and the CDD, areas in question, etc.

44 Mr. Adams discussed the Lake and Conservation Area Maintenance Agreement that has
45 been in place since July 5, 2018, which permits the Association to maintain CDD property within
46 the area; he will email it to Mr. Hegarty.

47 Discussion ensued regarding the Agreement, the CDD’s responsibility to maintain the
48 lakes and the stormwater management system, the ability for the Association to perform other
49 landscaping and maintenance and protecting the Association from liability.

50 Mr. Asfour asked that the Association inform the CDD of any maintenance or
51 installations they intend to do. Mr. Adams stated there can be no hindrances to the CDD’s
52 ability to maintain the lakes or to travel on a regular basis around the perimeter of the lakes.

53 Mr. Adams stated that Paragraph 4 specifically addresses the CDD maintaining facilities,
54 budgeting for and performing annual lake maintenance operations. Paragraph 5 indicates “all
55 other Operation & Maintenance and capital replacement responsibilities for the facilities not
56 otherwise addressed in this Agreement and within the CDD’s annual operating budget will
57 remain the sole responsibility of the Association.” He noted that the CDD cannot spend public
58 funds to landscape areas within the Association’s gates.

59 Mr. Hegarty stated the Association went through a Request for Proposals (RFP) process
60 and Seacrest Southwest will be the new HOA Management company effective February 1,
61 2024; introductions will be made at the appropriate time and a new administrator will be added
62 to the Management Association staff. He also noted that Ameri-Scapes will replace Juniper as
63 the landscaping contractor, effective this week.

64 Regarding tree limbs, Mr. Willis stated the “Florida Tree Law” Statute allows the HOA or
65 any homeowner to cut any encroaching tree limb back to the property line. He noted that some
66 ongoing engineering work for another culvert project in the CDD is unrelated to the HOA.

67 Mr. Hegarty asked about the HOA’s responsibility regarding bushhogging shallow
68 culverts and noted that, in the past, MRI advised the HOA to keep the areas cleared out. He will
69 continue working with Mr. Willis on issues, including trees along the lake on the north side and
70 a spool of conduit along the construction entrance.

71

72 **THIRD ORDER OF BUSINESS**

Developer Update

73

74 Mr. Adams stated Mr. Miars was unable to attend; he will be informed of any issues.

75

76 **FOURTH ORDER OF BUSINESS**

**Continued Discussion/Consideration of
Proposals for Bougainvillea Installation**

77

78

79 Mr. Willis presented proposals from P&T Lawn & Tractor Service, Inc. (P&T), which was
80 in the agenda, and Dorman and Morse Landscape Inc. (DML), which was distributed. He noted
81 that, although the Board previously approved a not-to-exceed amount of \$48,000, none of the
82 proposals were below the approved amount so the scope was revised from 4' centers to 6'
83 centers, which reduced proposed amounts. The P&T proposal decreased from \$38,250 to
84 \$28,850. The DML proposal decreased from \$92,160 to \$73,410. While updated proposals
85 were obtained, the final proposal price will depend upon the costs for irrigation and to access
86 the HOA's dripline. He estimated a cost of \$10,000 for the irrigation component.

87

**On MOTION by Mr. Asfour and seconded by Mr. Block, with all in favor, P&T
Lawn & Tractor Service, Inc. Estimate No 13422, in the amount of \$28,850, plus
the irrigation-related costs, for a total not-to-exceed total of \$48,000 for the
project, was approved.**

88

89

90

91

92

93

94 Mr. Willis believes the work can be scheduled soon; he will email the Board and Staff
95 when confirmation is received.

96

97 **FIFTH ORDER OF BUSINESS**

**Consideration of Proposals to
Repair/Replace Construction Fence at
Cascades**

98

99

100

101 Mr. Willis presented the Carter Fence proposal for replacement of two cattle gates on
102 each side of the road. The consensus was that decorative fence is preferred. Mr. Willis will
103 request a proposal in advance of the next meeting and this item will be on the next agenda.

104

105 **SIXTH ORDER OF BUSINESS**

**Continued Discussion/Update: Proposed
Traffic Control Project on Parkway for
Proposed Townhome Project**

106

107

108

109 Mr. Mitchell asked if Mr. Urbancic notified the Engineers that the CDD is an interested
110 party in this development. Mr. Urbancic stated that Mr. Krebs and Mr. Adams will review and
111 approve his draft letter, which will likely be sent tomorrow.

112 Mr. Stark discussed concerns raised by the South Florida Water Management District
113 (SFWMD) related to placement of the main entrance. He believes information is needed from
114 Barraco and GreenPointe regarding their proposed traffic control on the Parkway.

115 Mr. Asfour asked when this is up for County approval. Mr. Stark stated his
116 understanding from the County is that no action has been taken yet. Mr. Asfour asked if this
117 will go before the County Commission. Mr. Krebs stated Development Orders are approved
118 administratively; it will be subdivided and a plat and lots will be created and reviewed by staff.
119 Regarding the CDD's ownership of the Parkway, he will have to find the original Transfer
120 Agreement, which will show if they held on to any rights that would entitle them to do this.

121 Mr. Asfour asked if the change to zoning pertains to the ten acres the County just
122 bought. Mr. Stark does not believe so; the County has existing plats for this construction.

123 Mr. Krebs believes there is a final plan approval process to show how the units will be
124 used. Mr. Asfour stated his understanding that the number of units will increase from 3,100 to
125 3,200. Mr. Krebs stated an increase to the number of units would require a public hearing.

126 Mr. Stark stated, last January, GreenPointe requested 489 new plats to finish building
127 out the community and GreenPointe subsequently bought ten acres of private property behind
128 the Welcome Center, which enables them to add more density, such as an additional 60 units.

129 Discussion ensued regarding approval processes and the impact to the CDD.

130 Mr. Urbancic stated his understanding from the prior meeting is that the letter will
131 convey that, as owner and operator of River Hall Parkway, the CDD views itself as a stakeholder
132 and wants the opportunity to participate in the review process as it pertains to the CDD's
133 ownership and operation.

134 Mr. Urbancic will include a request for a Traffic Study of River Hall Parkway in the letter.

135

136 **SEVENTH ORDER OF BUSINESS**

**Presentation of Chestnut Grove Erosion
137 Inspection Report**

138

139 Mr. Krebs stated the Report is being finalized. Mr. Baker met with the resident following
140 the last meeting and reviewed what the bubble-up yard drains are. He put the resident in
141 contact with Juniper, to obtain a proposal to extend the pipes far into the lake so that the CDD

142 can then repair the lakeshore. After meeting with Mr. Baker, the resident objects that the lesser
143 of the two washouts should be the neighbor’s responsibility but, in his opinion, it is their
144 responsibility. Mr. Baker will check with Juniper to see if proposals were provided.

145 Mr. Willis stated GulfScapes also provided a proposal.

146 Mr. Krebs will provide a report to Mrs. Adams, who will send another letter and advise
147 that the issue must be addressed within 30 days.

148

149 **EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of November 30, 2023**

150

151

152 It was noted that the “Property insurance” line item is at 122% of budget. Mrs. Adams
153 stated that the amount budgeted will be increased accordingly for Fiscal Year 2025.

154 “Sidewalk repair & maintenance” was discussed.

155 Mr. Krebs stated the project is not complete; the Change Order was approved at the last
156 meeting but, due to the holidays, the work is completed yet. Mr. Krebs will provide a sidewalk
157 repair schedule and Mrs. Adams will email the schedule to Board.

158 Regarding hog removal, Mr. Willis stated the golf course requested minor revisions to
159 the contract. All other signatures were obtained; the contract should be executed by the end of
160 the month.

161 Mr. Willis stated “Miscellaneous contingency” is over budget as it includes the
162 unbudgeted expenditure for the Sheriff’s Department billing. A line item for this expense will
163 be created in the Fiscal Year 2025 budget.

164 The financials were accepted.

165

166 **NINTH ORDER OF BUSINESS**

**Approval of December 7, 2023 Regular
Meeting Minutes**

167

168

169 The following changes were made:

170 Line 109: Delete “suggested notifying the County that the CDD wants to install a stop
171 sign, in the short term, so that issues can be reviewed. He is”

172 Lines 232 and 234: Change “December 7, 2023” to “January 4, 2024”

173 Line 212: Change “has” to “was”

174 Line 139: Change “lank” to “lake”

175 Line 258: Change “Asfour” to “Stark”

176

177

178

179

180

181 **TENTH ORDER OF BUSINESS****Staff Reports**

182

183 **A. District Engineer: Hole Montes**

184 Mr. Krebs stated the first requisition related to the new bonds was processed. A running
185 tally will be kept.

186 • **Continued Discussion: Roadside Catch Basin Ownership Responsibility**

187 Mr. Krebs advised that there is no new correspondence regarding existing drainage
188 ownership from Mr. Barraco or from the Developer.

189 **B. District Counsel: Coleman, Yovanovich & Koester**

190 Mr. Urbancic stated that he received numerous inquiries following news reports about
191 City Council Members resigning due to a new requirement to complete Form 6, which requires
192 them to disclose all their personal assets. Based on his reading of the law, this requirement
193 does not apply to CDD Supervisors. Supervisors will still be required to file Form 1 annually; as
194 of 2024, Form 1 must be filed electronically.

195 **C. District Manager: Wrathell, Hunt and Associates, LLC**196 • **Discussion/Consideration of Holding Workshop with the HOAs**

197 Mr. Adams stated the HOA has shown no interest in holding a workshop.

198 • **NEXT MEETING DATE: February 1, 2024 at 3:30 PM**199 ○ **QUORUM CHECK**

200 All Supervisors confirmed their attendance at the February 1, 2024 meeting.

201 **D. Operations Manager: Wrathell, Hunt and Associates, LLC**

202 Mr. Willis presented the Field Operations Report and noted the following:

203 ➤ The hog contract with the HOA was signed.

204 ➤ Hardwoods along the Parkway will be pruned this month.

205 ➤ Street sweeping and pressure cleaning were completed.

206 ➤ Hog traps were moved from Apple Blossom to Windsor; the traps have been
207 unproductive for several months.

208 ➤ The Sagittaria Lane fence will be installed in a week and a half.

**On MOTION by Mr. Asfour and seconded by Mr. Stark, with all in favor, the
December 7, 2023 Regular Meeting Minutes, as amended, were approved.**

209 Mrs. Adams reported the following:

210 ➤ The MRI Inspection Project for all non-CDD pipes was executed on December 8, 2023;
211 inspections will commence in mid-January.

212 ➤ The contract for entry column repairs was executed on October 27, 2023. The schedule
213 is to be determined.

214 ➤ Bentley Electric completed outlet repairs for the Christmas decorations, at a cost of
215 \$3,000.

216 ➤ SOLitude inquired about payment status on December 19, 2023. The contract
217 terminated on September 3, 2023. The July and August invoices were not paid due to lack of
218 service. The cleanup cost with the current contractor was \$23,500; SOLitude invoices totaled
219 \$25,410.84. With the assistance of District Counsel, an email was sent to advise that the CDD
220 will not pay the invoice.

221 ➤ The current contractor was not able to submit a report or attend today. Technicians are
222 working on the cleanup on Lake 4-1A on Sagittaria Lane.

223

224 **ELEVENTH ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items (3
minutes per speaker)**

225

226

227 No members of the public spoke.

228

229 **TWELFTH ORDER OF BUSINESS**

Supervisors' Comments/Requests

230

231 Mr. Stark stated the gates at the Queen Street bridge are open. He asked what CDD
232 needs to do to padlock the gate. Mr. Krebs stated the CDD does not have ownership yet; that is
233 still an open item.

234 Mr. Asfour questioned the \$3,000 expenditure for electrical repairs. Mr. Block discussed
235 sporadic issues with the Parkway lights. Mrs. Adams stated there were two separate repairs, in
236 addition to the outlets being repaired; the cost of the streetlight portion of the repair was
237 approximately \$2,500.

238

239 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

240

241 **On MOTION by Mr. Block and seconded by Mr. Asfour, with all in favor, the**
242 **meeting adjourned at 4:25 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
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RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

¹Meeting Location is unavailable

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 5, 2023¹ CANCELED	Regular Meeting	3:30 PM
November 2, 2023	Regular Meeting	3:30 PM
November 16, 2023	Continued Regular Meeting	11:00 AM
December 7, 2023	Regular Meeting	3:30 PM
January 4, 2024	Regular Meeting	3:30 PM
February 1, 2024	Regular Meeting	3:30 PM
March 7, 2024	Regular Meeting	3:30 PM
April 4, 2024	Regular Meeting	3:30 PM
May 2, 2024	Regular Meeting	3:30 PM
June 6, 2024	Regular Meeting	3:30 PM
July 11, 2024*	Regular Meeting	3:30 PM
August 1, 2024	Regular Meeting	3:30 PM
September 5, 2024	Regular Meeting	3:30 PM

***Exception**

The July meeting date is held one (1) week later to accommodate the Independence Day holiday.

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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D



Wrathell, Hunt and Associates, LLC

TO: River Hall CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

DATE: February 1, 2023

SUBJECT: Status Report – Field Operations

Fountains:

West Fountain: March 2021 – installed LED's (4 total), with a three-year warranty. Expires February 2024. Installed by Solitude Lake Management for a cost of \$3,800.00.

East Fountain: December 2022 – Replaced Pump and Motor. One year warranty on both. Expires November 2023. Installed by Superior Waterway for a cost of \$5,500.00.

Repairs completed and service schedule set to 9am -10pm daily.

FPL Easement Mowing: Current contract with P&T Lawn & Tractor Service is \$11,650.00 and is set to expire April 30, 2024. Bush hogging of the East and West side of River Hall Parkway is twice per year during the drought season. Completed for 2023, Staff will update contract in March 2024.

Lake & Wetland Contract: Superior Waterways has begun the cleanup and maintenance of the District's stormwater system. Although there is still a lot of work to complete, many of the stormwater ponds have seen significant improvement.

Landscape Maintenance Contract: Gulfscapes landscape agreement signed 10/01/23 for \$190,387.00. Agreement expires 9/30/24 with an additional one-year option.

- Removed 2 tires from entrance near Fire Station
- Hard woods were pruned in the month of January 2024
- Lake banks & drainage areas were mowed in January 2024
- St. Augustine and bahia grasses will be mowed every other week through February 2024

Storm Drain/Pipe Cleanout: In 2018 the Board placed this exercise on a three-year cycle. River Hall was completed in 2021 for a cost of \$19,550.00. Inspections will be scheduled in the Spring of 2024 for a cost of \$5K.

Cascades was completed in 2022 for a cost of \$18,700.00 and will be scheduled in 2025.

Street Sweeping: Scheduled annually in December. For 2023/24 budget purposes - \$750.00. Completed during the month of December 2023.

Pressure Cleaning: Scheduled annually between the months of October to mid-November. For 2023/24 budget purposes - \$13,100.00. Contract signed 7/17/2023. Completed second week of December 2023.

Hog Trapping: For 2023/24 budget purposes \$22,800.00. In the process of gathering signatures for the 2023 – 2025 agreement. Five of six signatures have been returned as of 12/28/23, Golf Club attorney has requested some adjustments to the six-way contract.

No hogs trapped since December 2023, traps moved from Apple Blossum area to Windsor area after reports of hog activity.

Lighting Program: Current contract with Trimmers Holiday Décor is \$11K and is set to expire January 2024. Oak Lighting: \$7K and Holiday Decorating \$4K.

Bank Restoration Project:

Lake 3-5B: As discussed at last month's meeting with Ms. Tempesta surrounding the continued erosion to the lake bank adjacent to her property, the handout she provided at our meeting from the Developer was for work completed in 2020. Ms. Tempesta never responded to the district's letter from 2021, until our meeting last month.

Note: A second letter was sent explaining the need for the resident to install additional drainage piping before the District can make repairs to the lake bank. Delivery receipt received 7/11/23.

Note: Resident sent response letter rejecting any responsibility for repairs due to drainage issues.

Note: Based on discussions at the 12/7/23 CDD meeting, District Engineer to review responsibilities at this location and provide a briefing at the 2/1/23 CDD meeting.

Portico Fencing Hedge: Tie-in location has been identified on the "land bridge", contract will be executed as soon as that is confirmed (total cost needed). Installation could begin within a couple of weeks after execution.

Sagittaria Lane Fence: Contract agreement has been signed, permits applied for. Expected installation to begin late January 2024. Total cost \$17,229.50.

- Update: New contractor process requirement delayed permit issuance from county. New installation date around 2/28/24.

Construction Fence Repairs: Proposal for Board's consideration, total cost for aluminum fence \$14,322.80.