

RIVER HALL

COMMUNITY DEVELOPMENT

DISTRICT

February 2, 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

January 26, 2023

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 2, 2023 at 3:30 p.m., at 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: Use of Construction Funds in 2020A Bond Area
5. Presentation of Supplement #2 to the Engineer's Report
6. Presentation of Fourth Supplemental Special Assessment Methodology Report for Assessment Area 4 and Parcels C, H, Z and K2
7. Consideration of Resolution 2023-02, Declaring Special Assessments; Indicating the Location, Nature and Estimated Cost of those Improvements Which Cost is to be Defrayed in Whole or in Part by the Special Assessments; Providing the Portion of the Estimated Cost of the Improvements to be Defrayed In Whole or in Part by the Special Assessments; Providing the Manner in Which Such Special Assessments Shall be Made; Providing When Such Special Assessments Shall be Made; Designating Lands Upon Which the Special Assessments Shall be Levied; Providing for an Assessment Plat; Adopting a Preliminary Assessment Roll; Providing for a Public Hearing to Consider the Advisability and Propriety of Said Assessments and the Related Improvements; Providing for Notice of Said Public Hearing; Providing for Publication of this Resolution; Providing for Conflicts, Providing for Severability and Providing an Effective Date
8. Consideration of Resolution 2023-03, Setting a Public Hearing to be Held on April 6, 2023 at 3:30 P.M., at River Hall Town Hall Center, 3089 River Hall Parkway, Alva, Florida 33920, for the Purpose of Hearing Public Comment on Imposing Special Assessments on Certain Property Within the District Generally Described as the River Hall Community Development District in

Accordance with Chapters 170, 190 and 197, Florida Statutes; Providing for Conflicts, Providing for Severability and Providing an Effective Date

- 9. Consideration of FMSbonds, Inc., Rule G-17 Disclosure Letter
- 10. Consideration of Akerman, LLP, Bond Counsel Services Engagement Letter
- 11. Consideration of U.S. Bank Trust Company, National Association, Trustee Services Engagement Letter
- 12. Acceptance of Unaudited Financial Statements as of December 31, 2022
- 13. Approval of January 5, 2023 Regular Meeting Minutes
- 14. Staff Reports

- A. District Engineer: *Hole Montes*
- B. District Counsel: *Coleman, Yovanovich & Koester*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 2, 2023 at 3:30 PM

- QUORUM CHECK

| | | | | | | |
|------------------|--------------------------|-----------|--------------------------|-------|--------------------------|----|
| Paul Asfour | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |
| Michael Morash | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |
| Kenneth Mitchell | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |
| Robert Stark | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |
| Daniel Block | <input type="checkbox"/> | IN PERSON | <input type="checkbox"/> | PHONE | <input type="checkbox"/> | NO |

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

- 15. Public Comments: Non-Agenda Items (*3 minutes per speaker*)
- 16. Supervisors' Comments/Requests
- 17. 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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From: [Chuck Adams](#)
To: [Daphne Gillyard](#); [Gianna Denofrio](#)
Cc: [Cleo Adams](#)
Subject: FW: River Hall - 2020A Bonds
Date: Thursday, January 19, 2023 1:56:34 PM
Attachments: [image001.png](#)

Please place this email on the Feb agenda "discussion: use of construction funds in 2020A bond Area"

thanks

Best Regards,

Chesley 'Chuck' Adams
Director of Operations

Wrathell, Hunt and Associates, LLC

(239) 464-7114 ©

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

From: Charlie Krebs <CharlieKrebs@hmeng.com>
Sent: Tuesday, January 10, 2023 8:54 AM
To: Chuck Adams <adamsc@whhassociates.com>
Cc: Cleo Adams <crismondc@whhassociates.com>
Subject: River Hall - 2020A Bonds

Chuck,

I went back through the requisitions looking at what the funds have been spent on. I used the classifications that Barraco used in the requisitions.

| | |
|------------------|-----------------|
| Attorney Fees | \$ 9,659.65 |
| BAI Invoices | \$ 385,386.39 |
| Drainage Costs | \$ 2,289,416.89 |
| Utility Costs | \$ 3,554,515.72 |
| Excavation Costs | \$ 262,322.50 |
| Total | \$ 6,501,301.15 |

Some of the drainage costs include excavation costs. Only one pay application broke out the excavation costs from drainage. I now have two requisitions that are pending. Those costs are not included.

Let me know if you have any questions.

Charles L. Krebs, P.E.

Vice President



6200 Whiskey Creek Drive
Fort Myers, FL 33919 USA
Main Line: (239) 985-1200
Direct Line: (239) 985-1214
Cell Phone: (239) 910-3030
Facsimile: (239) 985-1259

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RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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SUPPLEMENT #2

FEBRUARY 2, 2023

TO THE

**RIVER HALL COMMUNITY DEVELOPMENT DISTRICT
ENGINEER'S REPORT
DATED OCTOBER 25, 2005
AND SUPPLEMENT #1
DATED NOVEMBER 15, 2019
REVISED JULY 2, 2020**

BY

Barraco
and Associates, Inc.

**2271 MCGREGOR BOULEVARD
SUITE 100
FORT MYERS, FLORIDA 33901**



Carl A. Barraco, P.E.
Florida Registration No. 38536
Florida Certificate of Authorization No. 7995
Barraco and Associates, Inc.
2271 McGregor Boulevard, Suite 100
Fort Myers, Florida 33901
Pages 1 – 12

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I. Introduction

1.1 Purpose and Scope

The River Hall Community Development District Engineer's Report (the "Original Report") dated October 25, 2005 and adopted by the River Hall Community Development District (the "District") Board of Supervisors on January 6, 2006 was prepared to assist with the financing, construction and acquisition of public infrastructure improvements to be undertaken to support the development of River Hall (the "Development"). The original Report was subsequently updated with Supplement #1 dated November 15, 2019, Revised July 2, 2020 and approved by the District Board of Supervisors on September 10, 2020 (Supplement #1). The purpose of this report (the "Supplement 2 Report") is to describe the status of improvements outlined in Supplement #1, identify modifications to the development plan based on the Developer's successful product offerings and current market conditions, and update the Original Report and Supplement #1 to reflect these changes. Items to be considered include:

- Review of the Development and the District;
- Updated River Hall site and phasing plans;
- Description of completed improvements (the "Completed Improvements");
- Identification of improvements to be undertaken for existing parcels within developed River Hall including Parcel C 22 single family units, Parcel H 23 single family units, increased to 33 single family units, Parcel Z 36 multifamily units decreased to 18 single family units and Parcel K2 42 single family units and 195 units in a portion of future development area identified in Supplement #1 Exhibit 3 "Current Phasing Plan" now known as collectively Assessment Area 4, or AA4 (the "Additional Improvements"), as identified;
- Provide cost estimates for installation and/or acquisition of Additional Improvements to serve the above referenced 115 units with Parcel C (22 units), H (33 units), Z (18 units) and K2 (42 units) as well as 195 units in Assessment Area 4; and,
- Update of the status of primary required permits.

1.2 Review of River Hall

The River Hall Development is a ±1,978 acre Residential and Commercial Planned Development (RPD/CPD) located within unincorporated Lee County, Florida. A site location map depicting the current development boundary and general location is provided as Location Map Exhibit 1. The Development received entitlements on October 18, 1999 by Lee County Zoning Resolution Z-99-056, rezoning the original ±1,797 acre parcel from Agricultural (AG-2) to Residential Planned Development (RPD) and allowing for a maximum of 1,598 dwelling units. Lee County Zoning Resolution Z-05-051, adopted on September 19, 2005, amended the Development by increasing the area to ±1,978 acres, rezoning the parcel from RPD/AG-2 to RPD/Commercial Planned Development (CPD), increasing the allowed residential density to 1,999 dwelling units, and adding an elementary school site.

The River Hall Community Development District was established by Rule 42YY-1.001 of the FAC and became effective on April 21, 2005. The District is currently comprised of ±1,958 acres and located wholly within the Development. A 20-acre parcel dedicated to the elementary school within the Development is not included in the District boundary and accounts for the difference between the Development and District areas. The Original Report contemplated future Comprehensive Plan Amendments and rezoning requests to increase allowable density within the District, which has since partially come to fruition with the adoption of Z-15-003, described in Section 2.1 below. Exhibit 2 depicts the phasing plan as identified in Supplement #1 for comparison with Exhibit 3, which illustrates the current phasing, including Assessment Area 4 which is the basis of this Supplement.

The four existing parcels within developed River Hall consisting of Parcels C, H, Z and K2 are currently undeveloped, although Parcel H is currently platted as 23 100' single family lots and K2 is currently platted as 42 70' single family lots. Parcel C is currently unplatted but is planned for 22 single family lots and Parcel Z is also currently unplatted and planned for 36 multifamily units. All of these undeveloped 123 units currently have debt associated with 2005 Series Bonds, 2011 Series Bonds and refinanced of 2021 Series Bonds. All existing debt associated with these 123 units is to be prepaid prior to assignment of any additional debt associated with this Supplement #2. It should be noted that Parcel H is currently platted as 23 100' wide single family lots and will be replatted into 33 70' wide single family lots. In addition, Parcel Z, while not platted into single family lots, was previously planned for 36 multifamily units which will be redesigned and platted into 18 50' single family lots.

Exhibit 1 – Location Map

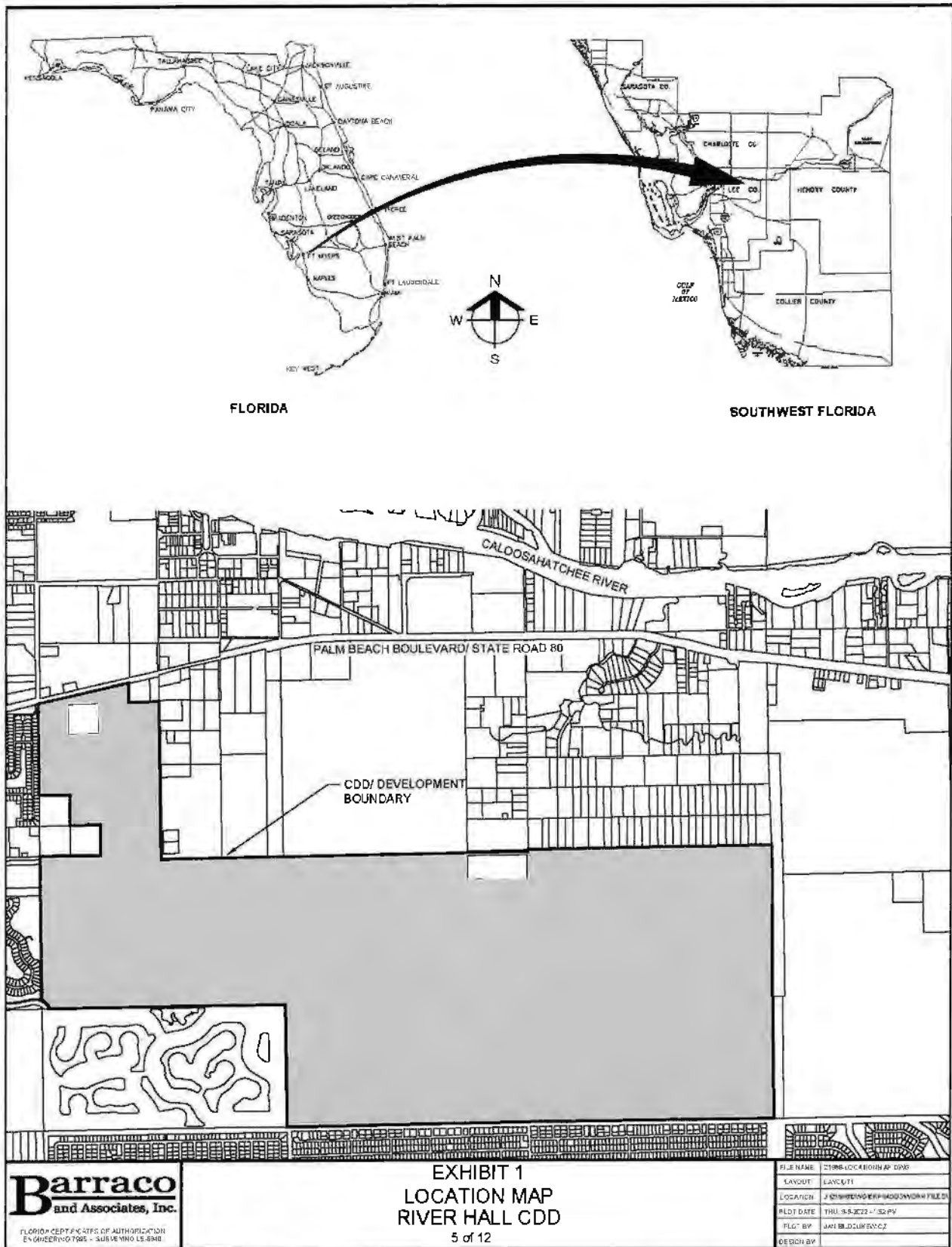


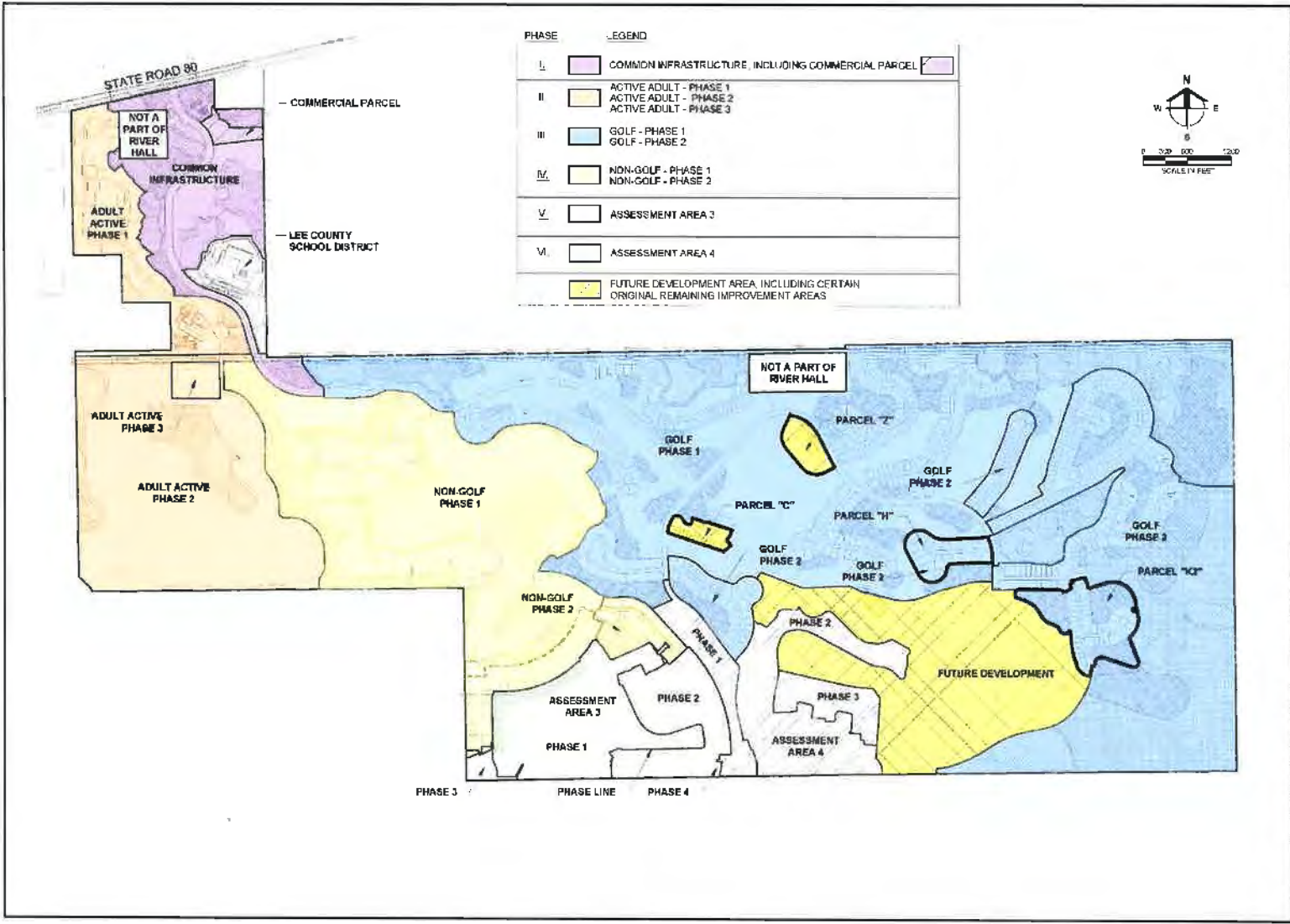
Exhibit 2 – Supplement #1 Phasing Plan

Barraco
and Associates, Inc.
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGR 000007885 - SURVEYING LS 8348

EXHIBIT 1
LOCATION MAP
RIVER HALL CDD
5 of 12

| | |
|-----------|--|
| FILE NAME | 21986-LOCATOR.MXD |
| LAYOUT | LAYOUT1 |
| LOCATION | J:\GIS\BARRACO\21986\21986-LOCATOR.MXD |
| PLOT DATE | THU 05-22-11 10:50 PM |
| PLT BY | JAM BLOOMINGFIELD |
| DESIGN BY | |

Exhibit 3 – Current Phasing Plan



Barraco
and Associates, Inc.
Civil Engineer - Land Surveying
Landscape Architect
www.barraco.net
2771 WOODBURN AVE. SUITE 100
FORT PIERCE, FLORIDA 34945
PHONE: 888-475-1111
FAX: 888-475-1111

**RIVER HALL
COMMUNITY
DEVELOPMENT
DISTRICT**

RIVER HALL

PLANNING AND DESIGN SERVICES
PART OF EXHIBIT 3 - CURRENT PHASING PLAN
FOR THE RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

THIS PLAN IS PRELIMINARY AND INTENDED FOR CONCEPTUAL PLANNING PURPOSES ONLY. SITE, LAND AND LAND USE REQUIREMENTS OR CONDITIONS MAY CHANGE SIGNIFICANTLY BASED UPON SURVEY, ENVIRONMENTAL AND OTHER INFORMATION AVAILABLE AT THE TIME OF CONCEPTUAL PLANNING OR DEVELOPMENT.

| | |
|-------------|-----------------------------------|
| DATE: | 01/11/2011 |
| BY: | DAVID BARRACO |
| CHECKED BY: | DAVID BARRACO |
| SCALE: | AS SHOWN |
| PROJECT: | EXHIBIT 3 CURRENT PHASING PLAN |
| NO.: | 22223 |
| SHEET NO.: | 7 of 12 |

II. Updates

2.1 Updated Site and Phasing Plan

Three additional phases have been added as Assessment Area 4 (AA4) to the phasing plan, as depicted in Exhibit 3, with construction now anticipated to occur in three (3) phases. The revised development plan accounts for the 123 previously planned units in parcels C, H, Z and K2, an additional 10 units in Parcel H, a reduction of 18 units from the original multifamily plan to the current single family plan for parcel Z and an additional 195 residential units within AA4, as described in the preceding sections. The phasing plan and unit allocation outlined in the Original Report, Supplement #1 and the current phasing plan and unit allocation are summarized in Tables 1 and 2, respectively.

| Phase | Description | Units | |
|----------------------------|----------------------------------|---------------|--------------|
| | | Single Family | Multi-Family |
| I | Common Infrastructure | 0 | 0 |
| II | Adult Active Community | 570 | 0 |
| III | Single Family Golf Community | 798 | 138 |
| IV | Single Family Non-Golf Community | 445 | 0 |
| V | Assessment Area 3 | 348 | 0 |
| | Future Development | 396 | |
| Unit Total By Type: | | 2,557 | 138 |
| UNIT TOTAL: | | 2,695 | |

| Phase | Description | Units | |
|----------------------------|----------------------------------|---------------|--------------|
| | | Single Family | Multi-Family |
| I | Common Infrastructure | 0 | 0 |
| II | Adult Active Community | 570 | 0 |
| III | Single Family Golf Community | 844 | 102 |
| IV | Single Family Non-Golf Community | 445 | 0 |
| V | Assessment Area 3 | 348 | 0 |
| VI | Assessment Area 4 | 195 | |
| | Future Development | 191 | 0 |
| Unit Total By Type: | | 2,593 | 102 |
| UNIT TOTAL: | | 2,695 | |

III. Summary of Additional Improvements

3.1 Proposed Additional Improvements

The District's project for public infrastructure improvements (construction and/or acquisition) comprising the Additional Improvements (sometime referred to as the "2023A Project") includes, but is not limited to, the following:

- Drainage and Surface Water Management System
- Utilities
- Perimeter Boundary Improvements
- Perimeter Landscaping
- Professional and Miscellaneous Fees

The improvements described in this Supplemental Report represent the present intentions of the current landowner, RH Venture II & III, LLC, and the District, subject to applicable local general purpose government land use planning, zoning and other entitlements. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies including local, state and federal agencies. Subsequently, the actual improvements may vary from the capital improvements in this Supplemental Report. The cost estimate contained in this Supplemental Report has been prepared based upon the best available information, and is based on preliminary designs and current economic conditions. The actual cost may vary depending on the final engineering design, permitting, construction and approvals, as well as economic conditions at the time of construction.

3.2 Drainage and Surface Water Management

The water management system to support the Additional Improvements will consist of excavated stormwater lakes, culverts, inlets, structures, and storm sewer pipe. South Florida Water Management District (SFWMD) Environment Resource Permit (ERP) No. 36-04006-P serving River Hall encompasses the AA4 and the Future Development Area and remains active; however, a modification to the existing permit will be required to incorporate final construction plans. The additional District water management facilities will consist of approximately 32.5 acres of lakes with an interconnected pipe system. Stormwater runoff from the areas within Assessment Area 4 will be routed to the stormwater management lakes for water quality treatment and attenuation, prior to discharge into the existing District drainage and conveyance facilities, which is consistent with the current ERP.

3.3 Utilities

District-funded utilities will consist of potable water and wastewater systems. These systems will be designed and constructed in accordance with Lee County Utilities (LCU), Florida Department of Environmental Protection (FDEP), and Lee County Department of Health (LCDOH) standards, as applicable.

The dedication of completed water and sanitary sewer utilities by the District to LCU for ownership, operation and maintenance will take place upon completion of construction of these facilities. LCU will also act as the supplier of water to the water distribution systems, as well as the collector of the wastewater from the

wastewater collection system. LCU requires water and sewer connection/capacity fees for all new utility line extensions. Half of these fees must be paid prior to construction, and the balance is due when the system is cleared for use and placed in service. These connection fees are included in the funding estimates and may be financed in whole or in part by the District. If the Developer pays the connections fees on the behalf of the District, these fees may be considered a reimbursable item.

Potable water facilities will include transmission and distribution lines, along with the necessary valves, fire hydrants and water services to individual buildings and parcels. Assessment Area 4 is currently estimated to include ±7,100 linear feet of 8" watermain.

Wastewater facilities will include gravity collection mains with individual lot sewer services, force mains and pump stations. Assessment Area 4 is currently anticipated to require ±6,900 linear feet of 8" gravity sewer and ±2,900 linear feet of 6" force main, as well as one (1) pump station.

3.4 Perimeter Boundary Improvements

Perimeter Boundary Improvements will consist of earthen berms, fences, gates and other hardscape features along the south perimeter of Assessment Area 4.

3.5 Perimeter Landscaping

Perimeter Landscaping will consist of trees, shrubs, flowering plants, sod and irrigation along the south perimeter of Assessment Area 4.

3.6 Professional and Miscellaneous Fees

Professional fees include the estimated cost for design, assistance during construction, and other professional services of all components of the District infrastructure and also includes other expenses, such as permit application fees.

IV. Opinion of Probable Construction Costs

4.1 Summary of Costs

The estimates shown in Table 3 do not include the legal, administrative, financing, operation, maintenance services or bond issuance costs necessary to finance, construct, operate and maintain the District infrastructure. All estimates are given in 2022 dollars and no inflation factor has been provided for the time value of money.

4.2 Opinion of Probable Costs for Additional Improvements

At the time of this Supplemental Report, one special assessment bond (the “Additional Bond”) is intended to be issued for the financing of *only* the Additional Improvements for Assessment Area 4, as described in this Supplemental Report. Proceeds from the Additional Bond will be dedicated specifically to Additional Improvements associated with Assessment Area 4 only.

4.3 Distribution of Costs

Section IV of this Supplemental Report describes the proposed public infrastructure comprising the 2023 Project, of which a portion will be funded by the Additional Bond. The following cost estimate is based on the five categories detailed in Section IV:

| Table 3 – Cost Estimate | | | | | |
|---------------------------------|--------------------------|------------------|--------------------|------------------|--------------------|
| | Assessment Area 4 | Parcel C | Parcel H | Parcel Z | Parcel K2 |
| Surface Water Management | \$2,089,000 | \$196,000 | \$655,000 | \$272,000 | \$601,000 |
| Utilities | \$3,281,000 | \$77,000 | \$342,000 | \$220,000 | \$428,000 |
| Perimeter Boundary Improvements | \$350,000 | \$0 | \$0 | \$0 | \$0 |
| Perimeter Landscaping | \$100,000 | \$0 | \$0 | \$0 | \$0 |
| Professional Fees | \$400,000 | \$80,000 | \$90,000 | \$150,000 | \$80,000 |
| Subtotal: | \$6,220,000 | \$353,000 | \$1,087,000 | \$642,000 | \$1,109,000 |
| 20% Contingency: | \$1,244,000 | \$70,600 | \$217,400 | \$128,400 | \$221,800 |
| TOTAL: | \$7,464,000 | \$423,600 | \$1,304,400 | \$770,400 | \$1,330,800 |

Estimated Grand Total: \$11,293,200.00

Drainage and Surface Water Management System includes preparing the project site via clearing and grubbing, excavation of stormwater lakes and stockpiling of fill generated during excavation, as well as culverts, inlets, structures, and storm sewer pipe. *Utilities* includes both gravity and transmission sanitary sewer and potable water systems. *Perimeter Boundary Improvements* includes berms, walls, fences and gates along the District’s south exterior boundary. *Perimeter Landscaping* includes trees, shrubs and irrigation along the District’s south exterior boundary. *Professional Fees* consist of the estimated cost for design, permitting, assistance during construction, certifications, other professional services relating to components of District infrastructure, and expenses including, but not limited to, permit application fees.

V. Permitting

5.1 Permitting and Entitlements

Federal, state, and local permits and approvals are required prior to the construction of site infrastructure. Permits and permit modifications are considered part of the normal design and permitting process, and may be applied for at the time the improvement is undertaken.

All permits known to be required for construction of the 2023 Project's main infrastructure are either in effect or considered obtainable within the normal course of construction plan development and permit application/processing. Modification to existing permits may be required as detailed construction plans are developed.

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

Fourth Supplemental Special Assessment
Methodology Report for Assessment Area 4
and Parcels C, H, Z and K2

February 2, 2023



Provided by:

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Fourth Supplemental Special Assessment Methodology Report for Assessment Area 4 and Parcels C, H, Z and K2 (the "Report") was developed to provide a supplemental financing plan and a supplemental special assessment methodology consistent with the Final Special Assessment Allocation Report dated October 28, 2005 (the "Original Report") and Supplemental Special Assessment Allocation Report dated May 24, 2011 (the "Supplemental Report") for the future development area referred to in the Original Report as Phases IV and V. The portion of the future development area currently proposed to be developed with a total of 195 residential dwelling units for which this Report has been prepared is referred to as "Assessment Area 4".

Specifically, this Report allocates the costs of additional public infrastructure improvements (collectively, the "Additional Improvements") in Supplement #2 to the River Hall Community Development District Engineer's Report, dated February 2, 2023 ("Supplemental #2") prepared by Barraco and Associates, Inc. (the "Project Engineer") to the units anticipated to be developed within Parcels C, H, Z and K2 of the existing development area as well as Assessment Area 4. The Additional Improvements associated with Assessment Area 4 and Parcels C, H, Z and K2 are referred to collectively as the "2023A Project."

1.2 Scope of the Report

This Report presents the projections for financing the 2023A Project, the method for the allocation of special benefits, and the apportionment of special assessment debt resulting from the provision and funding of the 2023A Project.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded by the District as part of the 2023A Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within Assessment Area 4 and Parcels C, H, Z and K2, as well as general benefits to the properties outside of Assessment Area 4 and Parcels C, H, Z and K2 and the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily

distinguishable from the special and peculiar benefits which accrue to property within Assessment Area 4 and Parcels C, H, Z and K2. The District's 2023A Project enables properties within the boundaries of Assessment Area 4 and Parcels C, H, Z and K2 to be developed.

There is no doubt that the general public and property owners of property outside Assessment Area 4 and Parcels C, H, Z and K2 will benefit from the provision of the 2023A Project. However, these benefits are only incidental given that the 2023A Project is designed to provide special benefits peculiar to Assessment Area 4 and Parcels C, H, Z and K2. Properties outside of Assessment Area 4 and Parcels C, H, Z and K2 are not directly served by the 2023A Project and do not depend upon the 2023A Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties within Assessment Area 4 and Parcels C, H, Z and K2 receive compared to properties lying outside of Assessment Area 4 and Parcels C, H, Z and K2.

The 2023A Project will provide public infrastructure improvements which are all necessary in order to make the lands within the Assessment Area 4 and Parcels C, H, Z and K2 developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area 4 and Parcels C, H, Z and K2 to increase by more than the sum of the financed cost of the individual components of the 2023A Project. Even though the exact value of the benefits provided by the 2023A Project is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the current development program as proposed by the Developer, as defined below.

Section Three provides a summary of the 2023A Project as determined by the Project Engineer.

Section Four discusses the financing program for Assessment Area 4 and Parcels C, H, Z and K2.

Section Five introduces the special assessment methodology for Assessment Area 4 and Parcels C, H, Z and K2.

2.0 Current Development Program

2.1 Overview

The District serves the River Hall development (the "Development" or "River Hall"), a master-planned, residential development located in unincorporated Lee County, Florida. The land within the District consists of approximately 1,958 +/- acres and is generally located in northeastern Lee County, south of Palm Beach Boulevard and east of Buckingham Road.

2.2 The Current Development Program

The development of land within the District commenced in 2005. The original development program envisioned that a total of 1,999 residential units and 45,000 square feet of commercial space would be constructed in five (5) development phases over an eight (8)-year development time period. Between 2005 and 2019, the permissible development density for the land within the District was increased to a total of 2,695 residential units.

As illustrated in Table 1 in the *Appendix*, Assessment Area 4 and Parcels C, H, Z and K2 were anticipated to be platted and developed into a total of 318 residential dwelling units, however, the current development plan provides for the development of a total of 310 residential dwelling units and replacement of 23 100' single-family ("SF") lots in Parcel H with a total of 33 70' SF lots (which change will require a replat, as the 23 100' SF lots have already been platted), and replacement of 36 planned MF Coach units in Parcel Z with a total of 18 55' SF lots. Parcel C is projected to be developed with a total of 22 55' SF lots, Parcel K2 (which is platted) is projected to continue to be comprised of 42 70' SF lots, and Assessment Area 4 is expected to be developed with a total of 195 50' SF lots. The development of the land within Assessment Area 4 and Parcels C, H, Z and K2 is expected to be conducted by RH Venture II, LLC or its affiliate(s) (the "Developer").

Please refer to Tables 1 and 2 in Supplemental #2 for more details on phasing and the projected number of units within the District. However, please note that this Report is written specifically to provide the method for the allocation of special benefits and the apportionment of special assessment debt to the 310 residential dwelling units planned to be developed within Assessment Area 4 and Parcels C, H, Z and K2.

3.0 The 2023A Project

The public infrastructure costs to be funded by the District as the 2023A Project are described in Supplemental #2. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

Supplemental #2 identifies the specific costs associated with the portion of the Additional Improvements constituting the 2023A Project. The total costs of the 2023A Project are estimated by the Project Engineer to total \$11,293,200. The improvements to be funded as part of the 2023A Project are planned to consist of surface water management, utilities, perimeter boundary improvements and perimeter landscaping, as more specifically described in Supplemental #2.

Even though the installation of the Additional Improvements constituting the 2023A Project is projected to occur within separate multiple portions of the District, that is Assessment Area 4 and Parcels C, H, Z and K2, the infrastructure improvements that comprise the 2023A Project, along with other existing public infrastructure improvements which were funded in the past in part by the District, will serve and provide benefit to all land uses in Assessment Area 4 and Parcels C, H, Z and K2 and will comprise an interrelated system of improvements, which means all of the improvements will serve all of Assessment Area 4 and Parcels C, H, Z and K2 and the improvements will be interrelated such that they will reinforce one another. Table 2 in the *Appendix* illustrates the specific components of the 2023A Project.

4.0 Financing Program

4.1 Overview

As noted above, the District is proceeding with a program of capital improvements which will facilitate the development of lands within Assessment Area 4 and Parcels C, H, Z and K2, with all or a portion of the public infrastructure improvements to be funded by the District. In order to fully fund the costs of the 2023A Project in the projected amount of \$11,293,200 in one financing transaction, the District would have to issue long-term bonds in the estimated aggregate principal

amount of \$13,650,000 (the “Bonds”) as illustrated in Table 3 in the *Appendix*.

4.2 Types of Bonds

The financing plan for the District provides for the issuance of the Bonds in the estimated principal amount of \$13,650,000 to finance the costs of the 2023A Project in the amount of \$11,293,200. The Bonds are estimated to be amortized in 30 annual installments following an approximately 12-month capitalized interest period. Interest payments on the Bonds are projected to be made every May 1 and November 1, and principal payments on the Bonds are projected to be made on every May 1 or November 1.

In order to fully finance the costs of the 2023A Project, the District would need to borrow more funds and incur indebtedness in the total amount of estimated at \$13,650,000. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Estimated sources and uses of funding for the 2023 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Bonds provides the District with the funds necessary to construct the infrastructure improvements which constitute the 2023A Project outlined in *Section 3.0* and described in more detail in Supplemental #2. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within Assessment Area 4 and Parcels C, H, Z and K2 and general but only incidental benefits accruing to areas outside Assessment Area 4 and Parcels C, H, Z and K2. The debt incurred in financing the 2023A Project will be satisfied by payment of special assessments by the lands in Assessment Area 4 and Parcels C, H, Z and K2, that derive special and peculiar benefits from the 2023A Project. All of the assessable lands in Assessment Area 4 and Parcels C, H, Z and K2 will be assessed for their fair share of the debt issued to finance the 2023A Project.

5.2 Benefit Allocation

The development program for Assessment Area 4 and Parcels C, H, Z and K2 envisions the development of a total of 310 residential

dwelling units, although unit numbers and land use types may change throughout the development period. The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in Assessment Area 4 and Parcels C, H, Z and K2 and will comprise an interrelated system of improvements, which means all of the improvements will serve the Assessment Area 4 and Parcels C, H, Z and K2 and improvements will be interrelated such that they will reinforce one another.

As stated previously, the public infrastructure improvements included in the 2023A Project have a logical connection to the special and peculiar benefits received by the land within Assessment Area 4 and Parcels C, H, Z and K2, as without such improvements, the development of the properties within Assessment Area 4 and Parcels C, H, Z and K2 would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within Assessment Area 4 and Parcels C, H, Z and K2, it is permissible and supportable for the District to assign or allocate the District's debt, through the imposition of non-ad valorem assessments, to the land within Assessment Area 4 and Parcels C, H, Z and K2. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the pro-rata cost of the improvements necessary for that parcel, or the actual non-ad valorem assessment amount levied on that parcel.

In following the Original Report, this Report proposes to allocate the benefit associated with the 2023A Project to the different unit types proposed to be developed within Assessment Area 4 and Parcels C, H, Z and K2 in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Assessment Area 4 and Parcels C, H, Z and K2 based on the relative density of development and the intensity of use of the infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units or units with a lower intensity of use will use and benefit from the Additional Improvements which are part of the 2023A Project less than larger units or units with

a higher intensity of use. For instance, generally and on average smaller units or units with lower intensity of use produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units or units with a higher intensity of use is likely to appreciate by more in terms of dollars than that of the smaller units or units with a lower intensity of use as a result of the implementation of the 2023A Project. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different unit types from the District's improvements.

Finally, Table 5 in the *Appendix* presents the apportionment of the assessment associated with funding of the 2023A Project (the "Bond Assessments") in accordance with the benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit.

5.3 Assigning Debt

Because the land in Assessment Area 4, Parcel C and Parcel Z is currently unplatted and the precise location of the future residential dwelling units by lot or parcel is unknown, the Bond Assessments will initially be levied on the unplatted land within Assessment Area 4, Parcel C and Parcel Z on an equal pro-rata gross acre basis within each of Assessment Area, 4 Parcel C and Parcel Z as set forth herein, and thus the Bond Assessments in the amount of \$7,737,645.35 will be initially levied on approximately 94.95 +/- gross acres within Assessment Area 4 at a rate of \$81,491.79 per acre, Bond Assessments in the amount of \$960,261.63 will be initially levied on approximately 5.54 +/- gross acres within Parcel C at a rate of \$173,332.42 per acre, and Bond Assessments in the amount of \$785,668.60 will be initially levied on approximately 4.91 +/- gross acres within Parcel Z at a rate of \$160,013.97 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within Assessment Area 4, Parcel C and Parcel Z and result in the final allocation of the Bond Assessment on units within Assessment Area 4, Parcel C and Parcel Z.

Further, to the extent that any land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments assigned to the land being transferred.

As the land in Parcel H is currently platted into 23 100' SF lots and is expected to be replatted in the near future into 33 70' SF lots, the Bond Assessments will be allocated to each platted 100' SF lot at 33/23 of the amount of the Bond Assessments that are proposed to be allocated to each 70' SF lot as illustrated in Table 5 in the *Appendix* or \$79,705.51 per each 100' SF lot. Lastly, as the land in Parcel K2 is currently platted into 42 70' SF lots, the Bond Assessments will be allocated to each platted 70' SF lot in accordance with the amounts illustrated in Table 5 in the *Appendix* or \$55,552.33 per each 70' SF lot.

Please note that all of the undeveloped land in Assessment Area 4 and Parcels C, H, Z and K2 is subject to the District's existing Capital Improvement Refunding Revenue Bonds, Series 2021A-2 (the "2021A-2 Bonds") previously issued by the District and outstanding as of the date of this Report in the total amount of \$1,706,628.29.

It is planned that the outstanding 2021A-2 Bonds applicable to Assessment Area 4 and Parcels C, H, Z and K2 will be prepaid by the Developer prior to issuance of the Bonds.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District as part of the 2023A Project create special and peculiar benefits to certain properties within Assessment Area 4 and Parcels C, H, Z and K2. The District's improvements benefit assessable properties within Assessment Area 4 and Parcels C, H, Z and K2 and accrue to all such assessable properties on an ERU basis as illustrated in Table 4 in the *Appendix*.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within Assessment Area 4 and Parcels C, H, Z and K2. The special

and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the 2023A Project make Assessment Area 4 and Parcels C, H, Z and K2 developable and saleable and when implemented jointly as parts of the 2023A Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the public infrastructure improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within Assessment Area 4 and Parcels C, H, Z and K2 according to reasonable estimates of the special and peculiar benefits derived from the 2023A Project by the proposed land use.

Accordingly, no acre or parcel of property within Assessment Area 4 and Parcels C, H, Z and K2 will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

5.6 True-Up Mechanism

The assessment methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number of

type of units may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is utilized to ensure that the Bond Assessments on a per unit basis never exceed the maximum allocated assessment as contemplated in the adopted assessment methodology. The maximum Bond Assessments per unit preliminarily equals to the amounts listed in Table 5 in the *Appendix*. If changes occur, the methodology is applied to the land based on the number of and type of units of particular units within each and every parcel.

As the land is platted or replatted, the Bond Assessments are assigned to platted parcels based on the figures in Table 5 in the *Appendix*. If as a result of platting and apportionment of the Bond Assessments to the platted parcel of land, the Bond Assessments per unit for land that remains unplatted within Assessment Area 4 and Parcels C, H, Z and K2 remain equal to the levels in Table 5, then no true-up adjustment will be necessary.

If as a result of platting or replatting and apportionment of the Bond Assessments to the platted or replatted land, the amount of Bond Assessments per unit for land that remains unplatted within Assessment Area 4 or Parcels C, H, Z and K2 equals less than the levels in Table 5 (either as a result of a larger number of units, different units or both), then the per unit Bond Assessments for all parcels within either Assessment Area 4 or Parcels C, H, Z and K2 (whichever portion experienced the change) will be lowered at the conclusion of platting and development of that portion.

If, in contrast, as a result of platting or replatting and apportionment of the Bond Assessments to the platted or replatted land, the Bond Assessments per unit for land that remains unplatted within Assessment Area 4 or Parcels C, H, Z and K2 equals more than the levels in Table 5 (either as a result of a smaller number of units, different units or both), then the difference in Bond Assessments plus accrued interest will be collected from the owner of the property being platted or replatted which caused the increase of Bond Assessments to occur, in accordance with a true-up agreement to be entered into between the District and the Developer. Such true-up agreement will be recorded in the public records and be binding on successors and assigns of unplatted lands within Assessment Area 4 or Parcels C, H, Z and K2. The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Bond Assessments per unit and the

amounts illustrated in Table 5 multiplied by the actual number of units plus accrued interest to the next succeeding interest payment date on the Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date.

5.7 Assessment Roll

The Bond Assessments in the amount of \$13,650,000 are proposed to be levied in the manner illustrated in Exhibit “A”. Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s Additional Improvements. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report. For additional information on the Bond structure and related items, please refer to the offering statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

River Hall

Community Development District

Current Development Program

| Unit Type | Original Development Plan Number of Units | Revised Development Plan Number of Units |
|--------------------------|---|--|
| <u>Assessment Area 4</u> | | |
| SF 50' | 195 | 195 |
| <u>Parcel C</u> | | |
| SF 55' | 22 | 22 |
| <u>Parcel H</u> | | |
| SF 100' | 23 | 0 |
| SF 70' | 0 | 33 |
| <u>Parcel Z</u> | | |
| SF 55' | 0 | 18 |
| MF Coach | 36 | 0 |
| <u>Parcel K2</u> | | |
| SF 70' | 42 | 42 |
| Total | 318 | 310 |

Table 2

River Hall

Community Development District

Additional Improvement Cost Estimates

| Category | Assessment | | | | | Total Cost |
|---------------------------------|--------------------|------------------|--------------------|------------------|--------------------|---------------------|
| | Area 4 | Parcel C | Parcel H | Parcel Z | Parcel K2 | |
| Surface Water Management | \$2,089,000 | \$196,000 | \$655,000 | \$272,000 | \$601,000 | \$3,813,000 |
| Utilities | \$3,281,000 | \$77,000 | \$342,000 | \$220,000 | \$428,000 | \$4,348,000 |
| Perimeter Boundary Improvements | \$350,000 | \$0 | \$0 | \$0 | \$0 | \$350,000 |
| Perimeter Landscaping | \$100,000 | \$0 | \$0 | \$0 | \$0 | \$100,000 |
| Professional Fees | \$400,000 | \$80,000 | \$90,000 | \$150,000 | \$80,000 | \$800,000 |
| Contingency | \$1,244,000 | \$70,600 | \$217,400 | \$128,400 | \$221,800 | \$1,882,200 |
| Total | \$7,464,000 | \$423,600 | \$1,304,400 | \$770,400 | \$1,330,800 | \$11,293,200 |

Table 3

River Hall

Community Development District

Sources and Uses of Funds

Sources

Bond Proceeds:

Par Amount \$13,650,000

| | |
|----------------------|---------------------|
| Total Sources | \$13,650,000 |
|----------------------|---------------------|

Uses

Project Fund Deposits:

Project Fund - 2023A Project \$11,293,200

Other Fund Deposits:

Debt Service Reserve Fund \$1,045,282

Capitalized Interest Fund \$887,250

Delivery Date Expenses:

Costs of Issuance \$424,268

| | |
|-------------------|---------------------|
| Total Uses | \$13,650,000 |
|-------------------|---------------------|

Table 4

River Hall

Community Development District

Benefit Allocation

| Unit Type | Revised Development | | Total ERU | Percent of Total |
|--------------|----------------------|---------------------|------------|------------------|
| | Plan Number of Units | ERU Weight per Unit | | |
| SF 50' | 195 | 1.00 | 195 | 56.69% |
| SF 55' | 40 | 1.10 | 44 | 12.79% |
| SF 70' | 75 | 1.40 | 105 | 30.52% |
| Total | 310 | | 344 | 100.00% |

Table 5

River Hall

Community Development District

Bond Assessments Apportionment

| Unit Type | Revised Development Plan Number of Units | Bond Assessments Apportionment | Bond Assessments Apportionment per Unit | Annual Debt Service per Unit* |
|--------------------------|---|--------------------------------------|--|-------------------------------------|
| <u>Assessment Area 4</u> | | | | |
| SF 50' | 195 | \$7,737,645.35 | \$39,680.23 | \$3,165.22 |
| <u>Parcel C</u> | | | | |
| SF 55' | 22 | \$960,261.63 | \$43,648.26 | \$3,481.74 |
| <u>Parcel H</u> | | | | |
| SF 70' | 33 | \$1,833,226.74 | \$55,552.33 | \$4,431.31 |
| <u>Parcel Z</u> | | | | |
| SF 55' | 18 | \$785,668.60 | \$43,648.26 | \$3,481.74 |
| <u>Parcel K2</u> | | | | |
| SF 70' | 42 | \$2,333,197.67 | \$55,552.33 | \$4,431.31 |
| Total | 310 | \$13,650,000.00 | | |

* Included costs of collection and assumes payment in March

Exhibit "A"

Bond Assessments in the total amount of \$7,737,645.35 are proposed be levied on an equal pro-rata gross acre basis based on the area described below, which describes Assessment Area 4:

DESCRIPTION

Parcel in
Sections 35 and 36,
Township 43 South, Range 26 East,
Lee County, Florida

A tract or parcel of land lying in Section 35 and 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 Southeast corner of said Section 35 run S88°54'06"W along the South line of Southeast Quarter (SE 1/4) of said Section 35 for 1,808.83 feet to the Southwest corner of Tract "F-1" of the record plat "HAMPTON LAKES AT RIVER HALL SOUTH" recorded in Instrument No. 2021000035440, Lee County Records; thence run along the Westerly and Northerly line of said Tract "F-1" the following thirty-one (31) courses: N01°05'54"W for 9.95 feet to a point of curvature; Northerly along an arc of a curve to the right of radius 187.00 feet (delta 20°42'25") (chord bearing N09°15'19"E) (chord 67.22 feet) for 67.58 feet to a point of reverse curvature; Northerly along an arc of a curve to the left of radius 200.00 feet (delta 29°00'32") (chord bearing N05°06'15"E) (chord 100.18 feet) for 101.26 feet to a point of reverse curvature; Northeasterly along an arc of a curve to the right of radius 20.00 feet (delta 98°18'27") (chord bearing N39°45'13"E) (chord 30.26 feet) for 34.32 feet to a point of tangency; N88°54'27"E for 99.20 feet; N01°05'54"W for 50.00 feet; S88°54'27"W for 121.90 feet to a point of curvature; Northwesterly along an arc of a curve to the right of radius 20.00 feet (delta 89°59'39") (chord bearing N46°05'44"W) (chord 28.28 feet) for 31.41 feet to a point of tangency; N01°05'54"W for 31.61 feet; N88°54'06"E for 145.00 feet; N01°05'54"W for 85.78 feet to a point of curvature; Northwesterly along an arc of a curve to the left of radius 2,070.00 feet (delta 42°30'19") (chord bearing N22°21'04"W) (chord 1,500.67 feet) for 1,535.65 feet; S47°22'15"W along a non-tangent line for 8.70 feet; N42°37'45"W for 722.03 feet; N65°12'55"E for 304.89 feet to a point on a non-tangent curve; Northwesterly along an arc of a curve to the right of radius 440.00 feet (delta 40°02'00") (chord bearing N23°18'48"W) (chord 301.22 feet) for 307.43 feet; N86°42'12"E along a radial line for 80.00 feet to a point on a radial curve; Southeasterly along an arc of a curve to the left of radius 360.00 feet (delta 58°01'05") (chord bearing S32°18'21"E) (chord 349.16 feet) for 364.54 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the right of radius 840.00 feet (delta 25°16'08") (chord bearing S48°40'49"E) (chord 367.47 feet) for 370.46 feet to a point of tangency; S36°02'45"E for 587.54 feet to a point of curvature; Southeasterly along an arc of a curve to the left of radius 910.00 feet (delta 08°53'51") (chord bearing S40°29'40"E) (chord 141.17 feet) for 141.31 feet; N41°50'37"E along a non-tangent line for 153.51 feet to a point of curvature; Northeasterly along an arc of a curve to the left of radius 617.00 feet (delta 20°52'31") (chord bearing N31°24'22"E) (chord 223.56 feet) for 224.80 feet; N88°28'09"E along a non-tangent line for 18.47 feet; N12°22'23"E for 87.78 feet to a point of curvature; Northerly along an arc of a curve to the left of radius 628.00

DESCRIPTION (CONTINUED)

feet (delta $10^{\circ}51'46''$) (chord bearing $N06^{\circ}56'30''E$) (chord 118.89 feet) for 119.06 feet; $S65^{\circ}11'41''E$ along a non-tangent line for 173.47 feet; $N44^{\circ}58'55''E$ for 241.73 feet to a point on a non-tangent curve; Northeasterly along an arc of a curve to the right of radius 80.00 feet (delta $99^{\circ}10'36''$) (chord bearing $N44^{\circ}18'18''E$) (chord 121.83 feet) for 138.48 feet to a point of tangency; $S86^{\circ}06'24''E$ for 151.32 feet to a point of curvature and Northeasterly along an arc of a curve to the left of radius 50.00 feet (delta $111^{\circ}13'28''$) (chord bearing $N38^{\circ}16'52''E$) (chord 82.52 feet) for 97.06 feet to a point of cusp; thence run Easterly along an arc of a curve to the left of radius 205.00 feet (delta $117^{\circ}48'31''$) (chord bearing $S76^{\circ}14'08''E$) (chord 351.09 feet) for 421.51 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the right of radius 80.00 feet (delta $90^{\circ}19'15''$) (chord bearing $S89^{\circ}58'46''E$) (chord 113.45 feet) for 126.11 feet to a point of tangency; thence run $S44^{\circ}49'08''E$ for 419.08 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 420.00 feet (delta $73^{\circ}42'05''$) (chord bearing $S81^{\circ}40'11''E$) (chord 503.77 feet) for 540.26 feet to a point of reverse curvature; thence run Easterly along an arc of a curve to the right of radius 50.00 feet (delta $59^{\circ}27'31''$) (chord bearing $S88^{\circ}47'28''E$) (chord 49.59 feet) for 51.89 feet to a point of reverse curvature; thence run Southeasterly along an arc of a curve to the left of radius 4,641.63 feet (delta $02^{\circ}46'39''$) (chord bearing $S60^{\circ}27'02''E$) (chord 224.98 feet) for 225.00 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the right of radius 50.00 feet (delta $119^{\circ}14'31''$) (chord bearing $S02^{\circ}13'05''E$) (chord 86.27 feet) for 104.06 feet to a point of tangency; thence run $S57^{\circ}24'10''W$ for 16.84 feet to a point of curvature; thence run Southwesterly along an arc of a curve to the left of radius 10.00 feet (delta $58^{\circ}22'43''$) (chord bearing $S28^{\circ}12'49''W$) (chord 9.75 feet) for 10.19 feet to a point of tangency; thence run $S00^{\circ}58'33''E$ for 115.02 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 50.00 feet (delta $17^{\circ}57'22''$) (chord bearing $S08^{\circ}00'08''W$) (chord 15.61 feet) for 15.67 feet to a point of reverse curvature; thence run Southerly along an arc of a curve to the left of radius 520.00 feet (delta $15^{\circ}38'00''$) (chord bearing $S09^{\circ}09'49''W$) (chord 141.44 feet) for 141.88 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the right of radius 50.00 feet (delta $144^{\circ}29'42''$) (chord bearing $S73^{\circ}35'40''W$) (chord 95.24 feet) for 126.10 feet to a point of reverse curvature; thence run Northwesterly along an arc of a curve to the left of radius 345.00 feet (delta $55^{\circ}56'11''$) (chord bearing $N62^{\circ}07'34''W$) (chord 323.60 feet) for 336.81 feet to a point of reverse curvature; thence run Westerly along an arc of a curve to the right of radius 250.00 feet (delta $28^{\circ}27'13''$) (chord bearing $N75^{\circ}52'03''W$) (chord 122.88 feet) for 124.15 feet to a point of tangency; thence run $N61^{\circ}38'26''W$ for 874.67 feet to a point of curvature; thence run Westerly along an arc of a curve to the left of radius 450.00 feet (delta $42^{\circ}20'40''$) (chord bearing $N82^{\circ}48'47''W$) (chord 325.06 feet) for 332.57 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the left of radius 180.00 feet (delta $45^{\circ}55'58''$) (chord bearing $S53^{\circ}02'55''W$) (chord 140.47 feet) for 144.30 feet to a point of compound curvature; thence run Southerly along an arc of a curve to the left of radius 435.00 feet (delta $34^{\circ}21'23''$) (chord bearing $S12^{\circ}54'14''W$) (chord 256.95 feet) for 260.84 feet to a point of tangency;

DESCRIPTION (CONTINUED)

thence run S04°16'28"E for 188.99 feet to a point of curvature; thence run Southerly along an arc of a curve to the right of radius 590.00 feet (delta 16°42'28") (chord bearing S04°04'46"W) (chord 171.44 feet) for 172.05 feet; thence run S77°34'00"E along a radial line for 135.00 feet to a point on a radial curve; thence run Northerly along an arc of a curve to the left of radius 725.00 feet (delta 08°23'42") (chord bearing N08°14'09"E) (chord 106.13 feet) for 106.23 feet; thence run S77°23'57"E along a non-tangent line for 780.30 feet to a point of curvature; thence run Easterly along an arc of a curve to the left of radius 1,840.00 feet (delta 08°41'52") (chord bearing S81°44'53"E) (chord 279.06 feet) for 279.32 feet; thence run S86°17'16"E along a non-tangent line for 50.00 feet; thence run S03°42'44"W for 114.21 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the left of radius 20.00 feet (delta 90°58'21") (chord bearing S41°46'27"E) (chord 28.52 feet) for 31.76 feet to a point of tangency; thence run S87°15'37"E for 113.83 feet; thence run S02°44'23"W for 50.00 feet; thence run S03°42'44"W for 595.91 feet; thence run N86°17'16"W for 73.71 feet; thence run S03°42'44"W for 140.00 feet; thence run N68°21'06"E for 42.42 feet to a point of curvature; thence run Easterly along an arc of a curve to the right of radius 107.00 feet (delta 78°21'28") (chord bearing S72°28'10"E) (chord 135.19 feet) for 146.33 feet to a point of compound curvature; thence run Southerly along an arc of a curve to the right of radius 302.00 feet (delta 38°25'45") (chord bearing S14°04'33"E) (chord 198.78 feet) for 202.56 feet to an intersection with the South line of the Southwest Quarter (SW 1/4) of said Section 36; thence run S89°11'43"W along said South line for 438.46 feet to the POINT OF BEGINNING.

Containing 94.95 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (1983/NSRS 2011) and are based on the South line of Southeast Quarter (SE 1/4) of said Section 35 to bear S88°54'06"W.

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

THIS IS NOT A SURVEY

Barraco
and Associates, Inc.

CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MCGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169

FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR

GREENPOINTE COMMUNITIES, LLC

7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 562-1358
FAX (904) 996-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTIONS 35 & 36, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

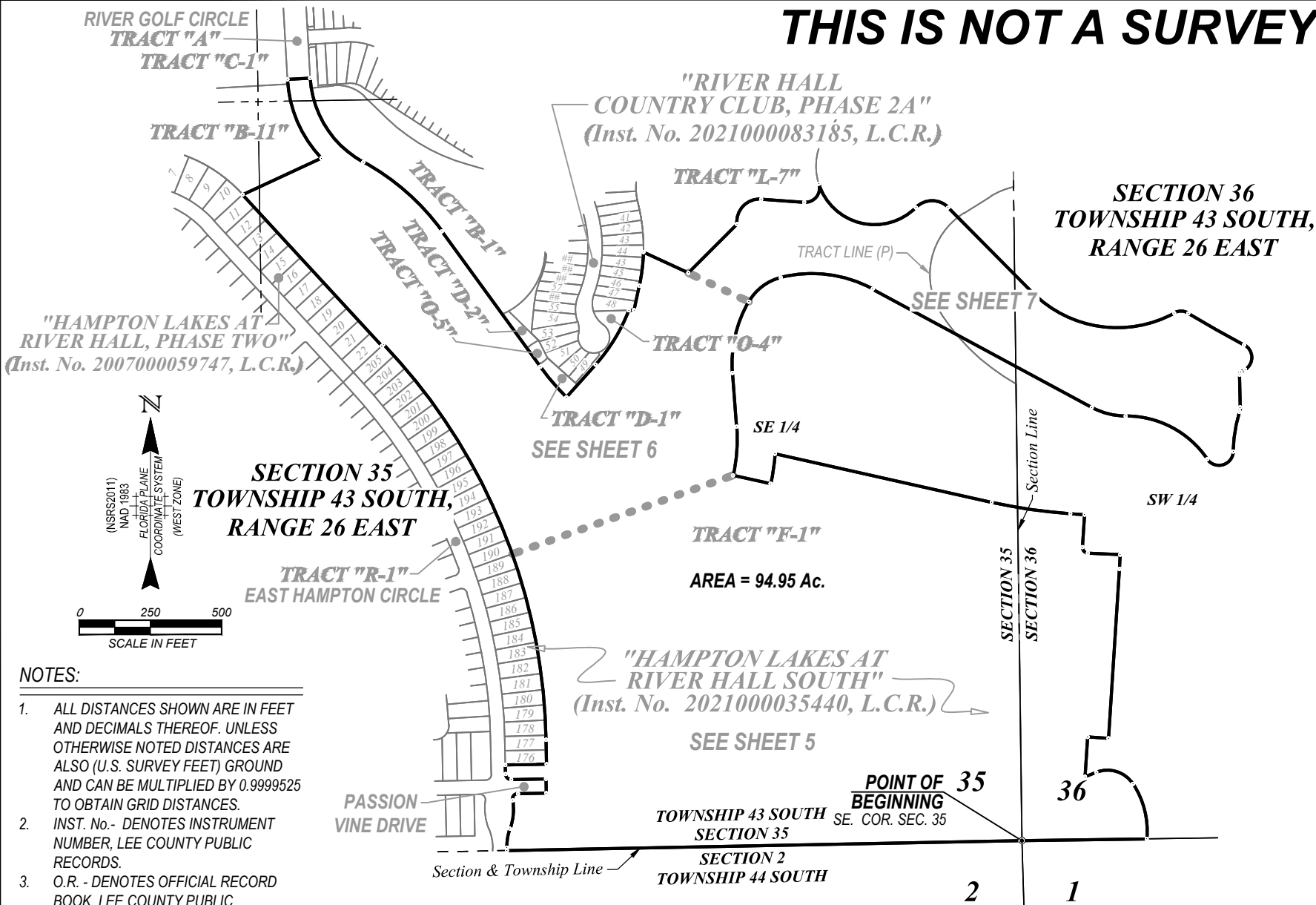
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| PLOT BY | PETER OLSEN |
| DRAWING DATA | |
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| DRAWN BY | P. OLSEN |
| CHECKED BY | |
| SCALE | 1"=500' |
| FIELD BOOK | |

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT / FILE NO. SHEET NUMBER
PPPPP 4 OF 7
35-43-26



- NOTES:**
- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999525 TO OBTAIN GRID DISTANCES.
 - INST. No.- DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
 - O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
 - (P) - DENOTES PLAT.
 - P.B. - DENOTES PLAT BOOK.
 - PG. - DENOTES PAGE.
 - BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 36 TO BEAR S89°11'43"W.
 - DESCRIPTION IS ATTACHED.

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PREPARED FOR
GREENPOINTE COMMUNITIES, LLC

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SUITE 205
JACKSONVILLE, FL 32256

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PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTIONS 35 & 36, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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| PLOT BY | PETER OLSEN |
| DRAWING DATA | |
| SURVEY DATE | 11-07-2022 |
| DRAWN BY | P. OLSEN |
| CHECKED BY | |
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| FIELD BOOK | |

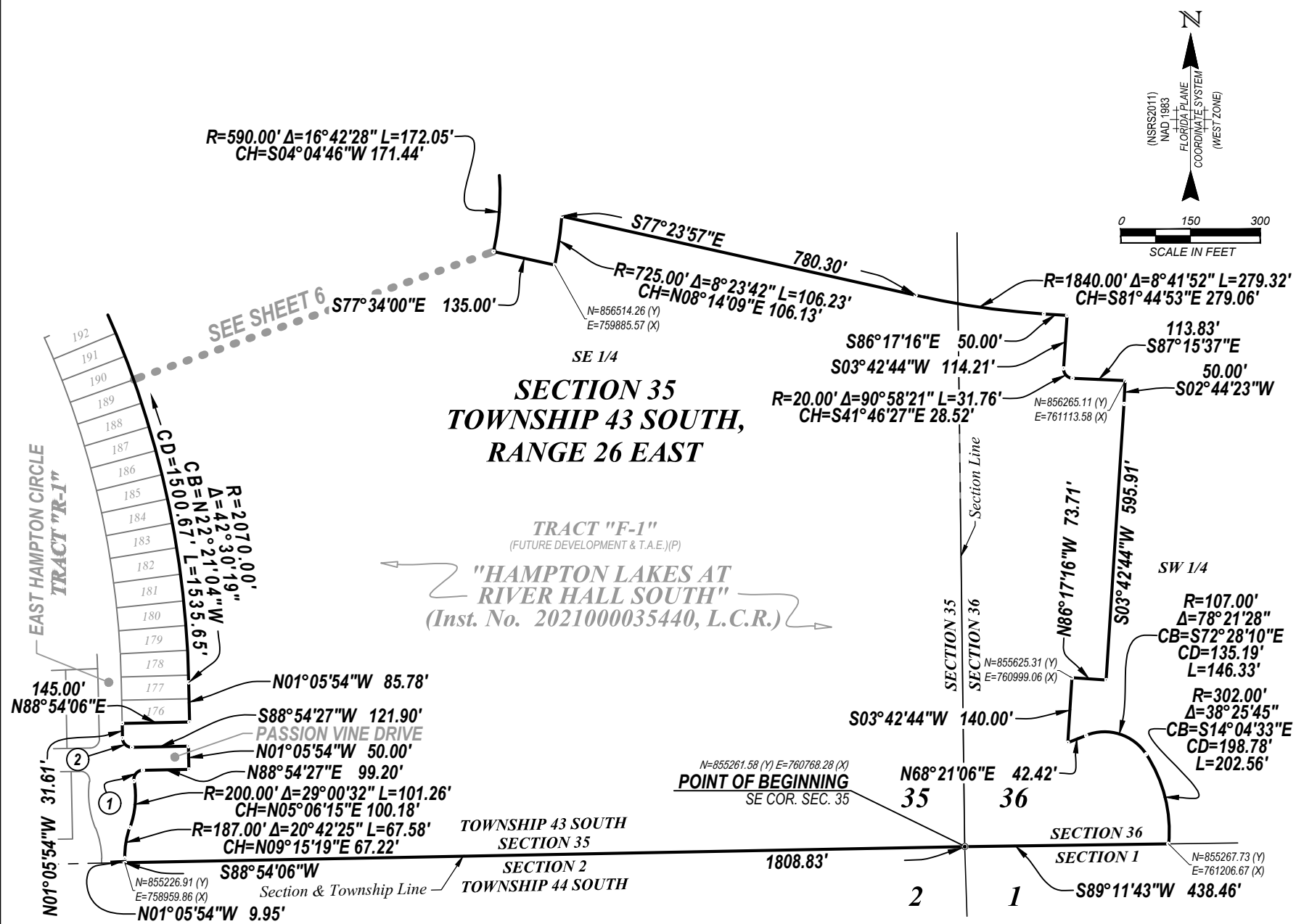
PLAN REVISIONS

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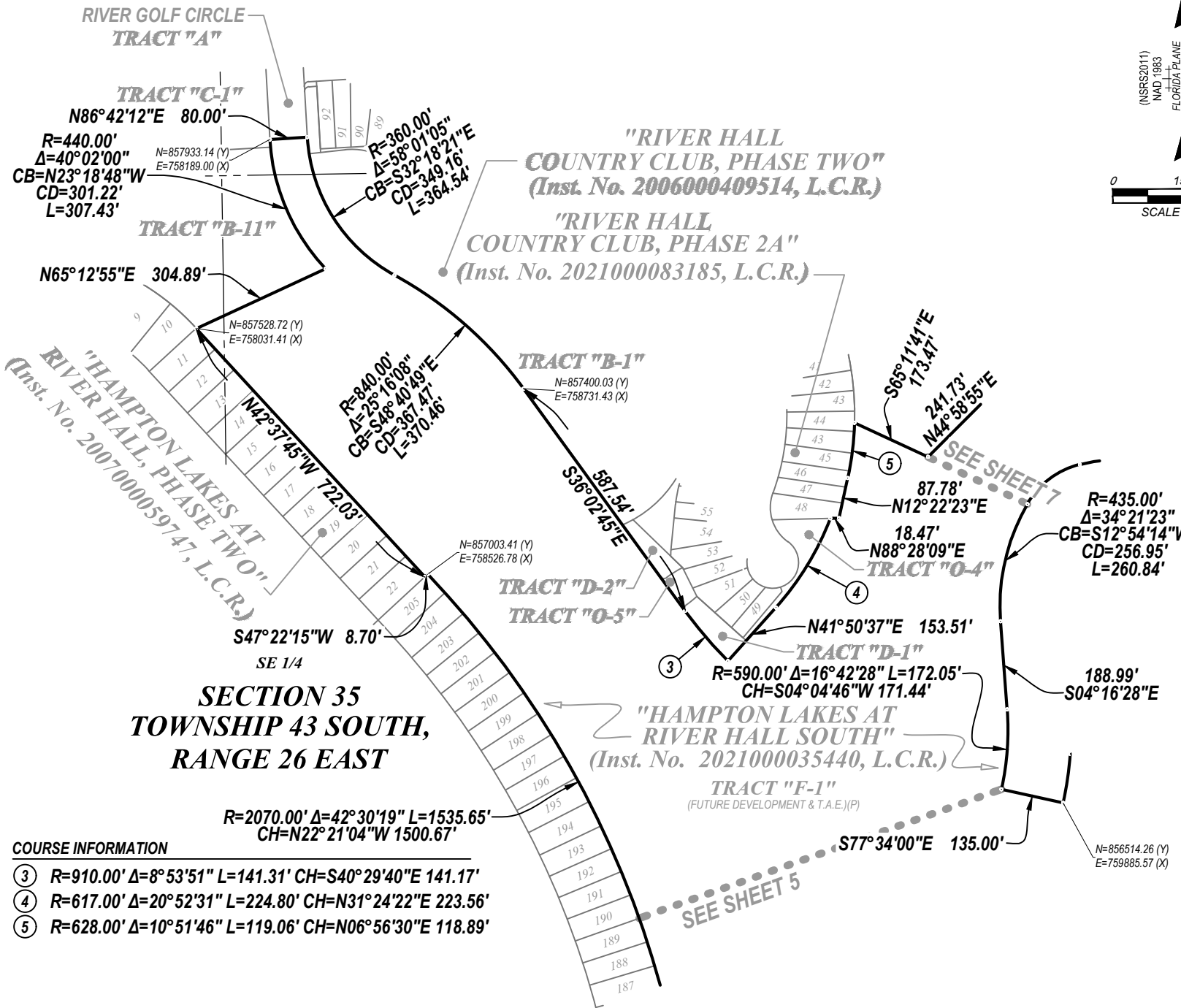
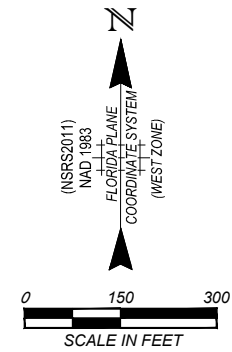
STRAP NUMBERS

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SKETCH TO ACCOMPANY DESCRIPTION



- COURSE INFORMATION**
- ① $R=20.00'$ $\Delta=98^\circ 18' 27''$ $L=34.32'$ $CH=N39^\circ 45' 13'' E 30.26'$
 - ② $R=20.00'$ $\Delta=89^\circ 59' 39''$ $L=31.41'$ $CH=N46^\circ 05' 44'' W 28.28'$



- COURSE INFORMATION**
- ③ R=910.00' Δ=8°53'51" L=141.31' CH=S40°29'40"E 141.17'
 - ④ R=617.00' Δ=20°52'31" L=224.80' CH=N31°24'22"E 223.56'
 - ⑤ R=628.00' Δ=10°51'46" L=119.06' CH=N06°56'30"E 118.89'

PREPARED FOR
GREENPOINTE COMMUNITIES, LLC
7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 562-1358
FAX (904) 996-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTIONS 35 & 36, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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| DRAWING DATA | |
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| DRAWN BY | P. OLSEN |
| CHECKED BY | |
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| FIELD BOOK | |

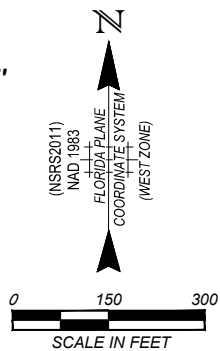
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SKETCH TO ACCOMPANY DESCRIPTION

COURSE INFORMATION

⑥ $R=180.00'$ $\Delta=45^\circ 55' 58''$ $L=144.30'$ $CH=S53^\circ 02' 55'' W 140.47'$



Barraco
and Associates, Inc.
CIVIL ENGINEERING - LAND SURVEYING
LAND PLANNING
www.barraco.net
2271 MCGREGOR BLVD., SUITE 100
POST OFFICE DRAWER 2800
FORT MYERS, FLORIDA 33902-2800
PHONE (239) 461-3170
FAX (239) 461-3169
FLORIDA CERTIFICATES OF AUTHORIZATION
ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR
GREENPOINTE COMMUNITIES, LLC
7807 BAYMEADOWS ROAD E
SUITE 205
JACKSONVILLE, FL 32256

PHONE (904) 562-1358
FAX (904) 996-2481

PROJECT DESCRIPTION

A PARCEL OF LAND IN SECTIONS 35 & 36, TOWNSHIP 43 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

PROJECT SURVEYOR



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

| | |
|-----------|-----------------------------------|
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| PLOT BY | PETER OLSEN |

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| DRAWING DATA | |
| SURVEY DATE | 11-07-2022 |
| DRAWN BY | P. OLSEN |
| CHECKED BY | |
| SCALE | 1"=300' |
| FIELD BOOK | |

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SKETCH TO ACCOMPANY DESCRIPTION

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|--------------------|--------------|
| PROJECT / FILE NO. | SHEET NUMBER |
| 23652 | 7 OF 7 |
| 35-43-26 | |

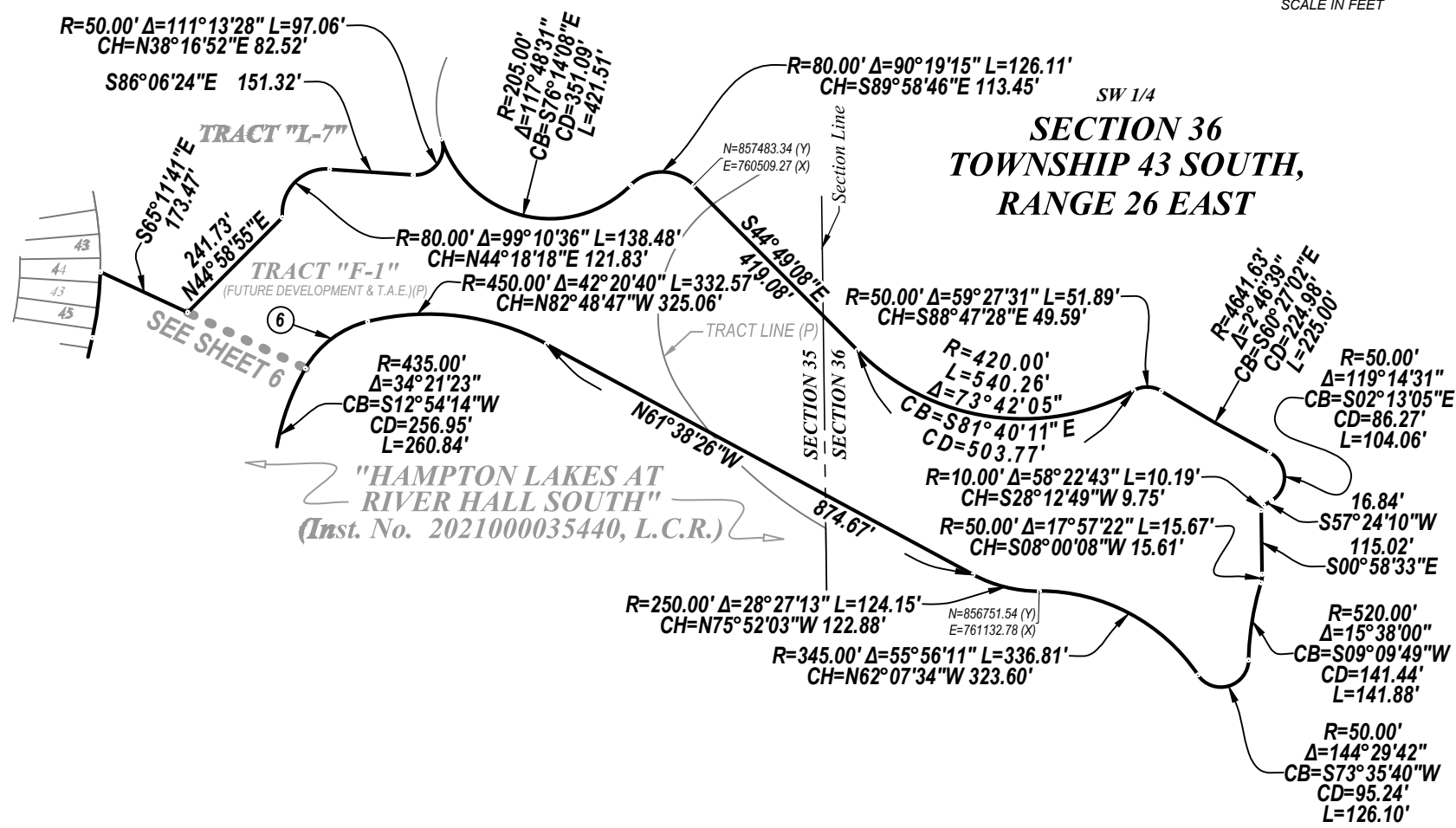


Exhibit "A" - Continued

Bond Assessments in the total amount of \$960,261.63 are proposed be levied on an equal pro-rata gross acre basis based on the area identified by Strap # 35-43-26-03-00C01.0000, which contains Parcel C.

Bond Assessments in the total amount of \$785,668.60 are proposed be levied on an equal pro-rata gross acre basis based on the area identified by Strap # 35-43-26-03-00C02.0000, which contains Parcel Z.

Bond Assessments in the total amount of \$1,833,226.74 are proposed be levied on the following parcels identified by their Strap #'s, which contains Parcel H:

| Strap # | Bond Assessments Apportionment |
|------------------------|---------------------------------------|
| 36-43-26-03-0000H.0010 | \$79,705.51 |
| 36-43-26-03-0000H.0020 | \$79,705.51 |
| 36-43-26-03-0000H.0030 | \$79,705.51 |
| 36-43-26-03-0000H.0040 | \$79,705.51 |
| 36-43-26-03-0000H.0050 | \$79,705.51 |
| 36-43-26-03-0000H.0060 | \$79,705.51 |
| 36-43-26-03-0000H.0070 | \$79,705.51 |
| 36-43-26-03-0000H.0080 | \$79,705.51 |
| 36-43-26-03-0000H.0090 | \$79,705.51 |
| 36-43-26-03-0000H.0100 | \$79,705.51 |
| 36-43-26-03-0000H.0110 | \$79,705.51 |
| 36-43-26-03-0000H.0120 | \$79,705.51 |
| 36-43-26-03-0000H.0130 | \$79,705.51 |
| 36-43-26-03-0000H.0140 | \$79,705.51 |
| 36-43-26-03-0000H.0150 | \$79,705.51 |
| 36-43-26-03-0000H.0160 | \$79,705.51 |
| 36-43-26-03-0000H.0170 | \$79,705.51 |
| 36-43-26-03-0000H.0180 | \$79,705.51 |
| 36-43-26-03-0000H.0190 | \$79,705.51 |
| 36-43-26-03-0000H.0200 | \$79,705.51 |
| 36-43-26-03-0000H.0210 | \$79,705.51 |
| 36-43-26-03-0000H.0220 | \$79,705.51 |
| 36-43-26-03-0000H.0230 | \$79,705.51 |

Bond Assessments in the total amount of \$2,333,197.67 are proposed be levied on the following parcels identified by their Strap #'s, which contains Parcel K2:

| Strap # | Bond Assessments Apportionment |
|------------------------|--------------------------------|
| 36-43-26-03-0000K.0140 | \$55,552.33 |
| 36-43-26-03-0000K.0150 | \$55,552.33 |
| 36-43-26-03-0000K.0160 | \$55,552.33 |
| 36-43-26-03-0000K.0170 | \$55,552.33 |
| 36-43-26-03-0000K.0180 | \$55,552.33 |
| 36-43-26-03-0000K.0190 | \$55,552.33 |
| 36-43-26-03-0000K.0200 | \$55,552.33 |
| 36-43-26-03-0000K.0210 | \$55,552.33 |
| 36-43-26-03-0000K.0220 | \$55,552.33 |
| 36-43-26-03-0000K.0230 | \$55,552.33 |
| 36-43-26-03-0000K.0240 | \$55,552.33 |
| 36-43-26-03-0000K.0250 | \$55,552.33 |
| 36-43-26-03-0000K.0260 | \$55,552.33 |
| 36-43-26-03-0000K.0270 | \$55,552.33 |
| 36-43-26-03-0000K.0280 | \$55,552.33 |
| 36-43-26-03-0000K.0290 | \$55,552.33 |
| 36-43-26-03-0000K.0300 | \$55,552.33 |
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| 36-43-26-03-0000K.0450 | \$55,552.33 |
| 36-43-26-03-0000K.0460 | \$55,552.33 |
| 36-43-26-03-0000K.0470 | \$55,552.33 |
| 36-43-26-03-0000K.0480 | \$55,552.33 |
| 36-43-26-03-0000K.0490 | \$55,552.33 |

| Strap # | Bond Assessments Apportionment |
|------------------------|---------------------------------------|
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| 36-43-26-03-0000K.0510 | \$55,552.33 |
| 36-43-26-03-0000K.0520 | \$55,552.33 |
| 36-43-26-03-0000K.0530 | \$55,552.33 |
| 36-43-26-03-0000K.0540 | \$55,552.33 |
| 36-43-26-03-0000K.0550 | \$55,552.33 |

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION NO. 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER HALL COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, River Hall Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes (the “Act”); and

WHEREAS, the District is authorized by the Act to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the Board of Supervisors of the District (the “Board”) previously approved an overall original capital improvement program (“Original CIP”) described in that certain River Hall Community Development District Engineer’s Report prepared by Barraco and Associates, Inc. dated October 25, 2005; and

WHEREAS, the Board previously approved that certain report entitled “Supplement #1 to the River Hall Community Development District Engineer’s Report Dated October 25, 2005,” dated November 15, 2019 and revised July 2, 2020 prepared by Barraco and Associates, Inc. (the “Supplement #1”). Supplement #1 contained updates on the status of the Original CIP, identified modifications to the overall development plan and described a capital improvement plan for the acquisition, construction and installation of additional assessable capital improvements; and

WHEREAS, Barraco and Associates, Inc. prepared a report entitled “Supplement #2 dated February 2, 2023 to the River Hall Community Development District Engineer’s Report Dated October 25, 2005 and Supplement #1 dated November 15, 2019 and revised July 2, 2020” (the “Engineer’s Report”). The Engineer's Report contains updates on the status of the Original CIP, as previously supplemented by Supplement #1, identifies modifications to the overall development plan and describes a capital improvement plan for the acquisition, construction and installation of additional assessable capital improvements; and

WHEREAS, the Board hereby determines to undertake, install, plan, establish, construct, reconstruct, enlarge or extend, equip, acquire, operate and/or maintain certain public improvements (the “Improvements”) described in the Engineer’s Report, a copy of which is attached hereto and made a part hereof as Exhibit “A” and maintained on file at the offices of Barraco and Associates, Inc., 2271 McGregor Boulevard, Suite 100, Fort Myers, Florida 33901 and the offices of the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (“District Manager’s Office”); and

WHEREAS, the Board finds that it is in the best interest of the District to pay all or a portion of the cost of the Improvements by imposing, levying, and collecting special assessments pursuant to the Act and Chapters 170 and 197, Florida Statutes (the “Assessments”); and

WHEREAS, the District is empowered by the Act and Chapters 170 and 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the Assessments; and

WHEREAS, the District hereby determines that special benefits will accrue to the property benefited by the Improvements, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in that certain River Hall Community Development District Fourth Supplemental Special Assessment Methodology Report for Assessment Area 4 and Parcels C, H, Z and K2 prepared by Wrathell, Hunt & Associates, LLC dated February 2, 2023 (the “Assessment Report”), a copy of which is attached hereto and made a part hereof as Exhibit “B” and maintained on file at the District Manager’s Office; and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property benefited by the Improvements.

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

Section 1. Recitals. The foregoing recitals are hereby incorporated as the findings of the Board.

Section 2. Declaration of Assessments. The Board declares that it has determined to undertake the Improvements and Assessments shall be levied to defray all or a portion of the cost of the Improvements.

Section 3. Designating the Nature and Location of Improvements. The nature and general location of, and plans and specifications for, the Improvements are described in the Engineer's Report and maintained on file at the District Manager's Office.

Section 4. Declaring the Total Estimated Cost of the Improvements. The total estimated cost of the Improvements is \$11,293,200.00 (the "Estimated Cost").

Section 5. Declaring the Portion of the Estimated Costs of the Improvements to be Paid by Assessments. The Assessments will defray approximately \$13,650,000.00, which is the anticipated maximum par value of any bonds and which includes a portion of the Estimated Cost, as well as other financing-related costs, as set forth in the Assessment Report, and which is in addition to interest and collection costs

Section 6. Declaring the Manner in Which Assessments are to be Paid. The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment Report attached hereto and made a part hereof as Exhibit "B", as may be modified by supplemental assessment resolutions. The Assessment Report is also available at the District Manager's Office.

Section 7. Designating The Lands Upon Which The Special Assessments Shall Be Levied. The Assessments shall be levied on certain lots and lands within the District as described in the Assessment Report and as further designated by the assessment plat hereinafter provided for.

Section 8. Assessment Plat. Pursuant to Section 170.04, Florida Statutes, there is on file at the District Manager's Office, a preliminary assessment plat showing the area to be assessed, with the plans and specifications describing the Improvements and the Estimated Cost, all of which shall be open to inspection by the public.

Section 9. Preliminary Assessment Roll. Pursuant to Section 170.06, Florida Statutes, the District Manager has caused to be made a preliminary assessment roll in accordance with the method of levying the Assessment described, which is described in Section 5.7 of the Assessment Report and which shows the lots and lands to be assessed, the amount of benefit to and the Assessments against each lot or parcel of land and the number of annual installments into which such Assessment may be divided. The assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

Section 10. Payment of Assessments. Commencing with the year in which the Assessments are certified for collection and subsequent to any capitalized interest period, the Assessments shall be paid in not more than (30) thirty yearly installments (not counting any capitalized interest period), which installments shall include principal and interest as calculated in accordance with the Assessment Report. The Assessments shall be payable at the same time and in the same manner as are ad-valorem taxes and as prescribed in Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District otherwise determines not to utilize the provisions of Chapter 197, Florida Statutes, the Assessments may be collected as is otherwise permitted by law including, but not limited to, by direct bill. The decision to collect

the Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

Section 11. Resolution to Fix Public Hearing. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments and the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved; and to authorize such notice and publications of same as may be required by Chapter 170, Florida Statutes, or other applicable law.

Section 12. Publication of Resolution. The District Manager is hereby directed to cause this resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Lee County, Florida and to provide mailed notices to the owners of the property subject to the proposed Assessments and such other notice as may be required by law or deemed in the best interest of the District.

Section 13. Severability. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

Section 14. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 15. Effective Date. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 2nd day of February, 2023.

**RIVER HALL COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

Kenneth D. Mitchell, Chair

Exhibits:

Exhibit “A”: Supplement #2 dated February 2, 2023 to the River Hall Community Development District Engineer’s Report Dated October 25, 2005 and Supplement #1 dated November 15, 2019 and revised July 2, 2020

Exhibit “B”: River Hall Community Development District Fourth Supplemental Special Assessment Methodology Report for Assessment Area 4 and Parcels C, H, Z and K2 prepared by Wrathell, Hunt & Associates, LLC dated February 2, 2023

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER HALL COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON APRIL 6, 2023 AT 3:30 P.M. AT RIVER HALL TOWN HALL CENTER, 3089 RIVER HALL PARKWAY, ALVA, FLORIDA 33920, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE RIVER HALL COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of River Hall Community Development District (the “Board” and the “District”, respectively) has previously adopted Resolution No. 2023-02 entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVER HALL COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAIDED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Resolution No. 2023-02, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida

Statutes to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District Manager’s Office”);

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

Section 1. There is hereby declared a public hearing to be held on April 6, 2023 at 3:30 p.m., at River Hall Town Hall Center, 3089 River Hall Parkway, Alva, Florida 33920, for the purpose of hearing comment and objections to the proposed special assessment program for community improvements as identified in the preliminary assessment roll, a copy of which is on file at the District Manager’s Office. Said preliminary assessment roll indicates the areas to be improved, description of the project for which assessment are to be made and the amount expected to be assessed to each benefited piece or parcel of property. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting and submit same to the office of the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by email to adamsc@whhassociates.com.

Section 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197 Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation published within Lee County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The District Manager shall file a publisher’s affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Manager’s Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

Section 3. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

Section 4. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 5. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 2nd day of February, 2023.

**RIVER HALL COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Chesley E. Adams, Jr., Secretary

Kenneth D. Mitchell, Chair

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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fmsbonds
Municipal Bond Specialists

October 31, 2022

River Hall Community Development District
c/o Wrathell, Hunt and Associates
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431
Attention: Mr. Chuck Adams

Re: River Hall CDD, Series 2022 Bonds

Dear Mr. Adams:

We are writing to provide you, as the River Hall Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal,

accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

RIVER HALL COMMUNITY DEVELOPMENT DISTRICT

By: _____

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

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Akerman LLP
50 North Laura Street
Suite 3100
Jacksonville, FL 32202-3646
Peter. L. Dame

October 31, 2022

River Hall Community Development District
c/o Wrathell, Hunt and Associates
2300 Glades Road
Suite # 410W
Boca Raton, FL 33431
Attn: Chuck Adams

Re: River Hall Community Development District – Bond Counsel

Dear Mr. Adams:

Thank you for the opportunity to present this engagement letter to serve as bond counsel to River Hall Community Development District (the “District”) in connection with the issuance by the District of Special Assessment Revenue Bonds, Series 2023. It is our understanding that the proposed bonds will be issued to fund public infrastructure and other public facilities to benefit the assessable lands in the District. It is our understanding that the bonds will be sold through a public offering with FMSBonds, LLC, as the underwriter. The following is our proposal to serve as bond counsel to the District. This letter sets forth generally our understanding of what legal services we will perform and the basis for our compensation to provide such bond counsel services.

As Bond Counsel we agree to:

Attend as requested all meetings related to the issuance of the Bonds.

Prepare appropriate resolutions authorizing the issuance of the Bonds.

Prepare the supplemental trust indenture, and other documents necessary, related or incidental to the issuance of the Bonds.

Prepare (or review when prepared by others) closing papers necessary in connection with the sale and issuance of the Bonds, including but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officer’s seal, incumbency, signatures, no prior pledge, arbitrage and others; and verifications, consents and opinions from accountants, engineers, special consultants and attorneys.

Prepare and file the necessary forms with the Internal Revenue Service (Form 8038-G) and the Florida Division of Bond Finance.

Prepare and deliver at closing a standard, comprehensive approving legal opinion which will, among other things, contain opinions as to the validity and enforceability of the Bonds and the trust indenture, the security for the Bonds and the excludability from gross income of the interest on the Bonds for federal income tax purposes (subject to certain exceptions

generally accepted in the industry). In rendering the tax opinion, we will provide general instructions for compliance with the federal rebate laws.

Supervise and coordinate the closing of the Bonds and render other legal services incidental or required in connection with the matters listed above.

For performing the above-described services for the refunding Bonds our fee would be \$40,000, inclusive of out of pocket costs (other than recording costs, if we record the ancillary documents and notices). All such fees and costs would be payable in full at the time of delivery of such Bonds.

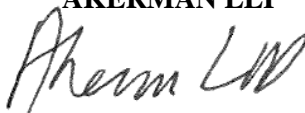
From time to time there may arise matters involving a conflict of interest, which could arise if there is a transaction or a lawsuit involving the District and one of Akerman's other clients. Conflicts will be handled as described on the attached addendum.

The District has the right to terminate our representation for any reason at any time and assign this agreement to another law firm. We reserve the same right to terminate upon giving reasonable notice. Among the reasons which might lead us to conclude that we should terminate our representation are (1) a failure to be forthright, cooperative or supportive of our effort; (2) the misrepresentation of, or failure or refusal to, disclose materials facts to us; (3) the failure or refusal to accept our advice; (4) the discovery of a conflict of interest with another client; or (5) any other reason permitted or required under the rules of professional conduct governing the legal profession. Upon any termination or our representation, we will submit a statement for services rendered and costs incurred to the date of termination, payable in full upon receipt. This statement will be based on the pro rata amount of work done by us to the point of termination to the total work required to be done to close the issue.

We believe that the above provisions outline in reasonable detail our agreement as to this representation. We sincerely appreciate the opportunity to submit this proposal.

Very truly yours,

AKERMAN LLP



By: Peter L. Dame, Partner

ACCEPTED:
River Hall Community Development District

By: _____
Title: Chairman or District Manager

ADDENDUM

The following terms and conditions are part of the representation letter agreement between Akerman LLP (“Akerman”) and River Hall Community Development District (“District”).

Conflicts of Interest

From time to time there may arise matters involving a conflict of interest, which could arise if there is a transaction or a lawsuit involving the District and one of Akerman’s other clients. Conflicts will be handled as follows:

(a) If there is no on-going representation being provided to the District, the District will not be deemed to be a client of Akerman and no conflicts will be deemed to have arisen. Thus, Akerman could represent other clients in regard to matters involving the District, provided, however, those matters do not relate to the matters on which Akerman has provided representation to the District.

(b) Akerman may immediately terminate its representation of District. In the event of such termination, Akerman will be paid in full for services rendered to that date and, as a result of the termination of said representation, Akerman will be entitled to represent other parties in matters adverse to District, as if subparagraph (a) above was applicable; subject, however, to the condition that said matters do not involve the matters on which Akerman has provided representation to the District.

(c) To the extent a conflict is a “direct conflict” (as defined below), Akerman will meet and discuss the nature of the conflict and see if the matter can be resolved. If the District is unwilling to waive the conflict, Akerman reserves the right under (b) above to terminate its representation of the District. Also, as set forth in subparagraph (a) above, if there is no on-going representation at that time, there will be no direct conflict. A “direct conflict” is a matter in which the District and another Akerman client are actively and directly involved with one another in an adverse way; for example, the District is being sued by another Akerman client seeking recovery of a money judgment. An example of an indirect conflict would be where the District holds a judgment against Company A and one of our lender/clients seeks to foreclose a mortgage which encumbers property owned by Company A. The District would be joined as a necessary party in the foreclosure because it holds a subordinate judgment lien encumbering Company A’s property. That would, as set forth in subparagraph (d) below, be an indirect or incidental conflict.

(d) In regard to “indirect or incidental conflicts”, the District hereby waives any such conflict, and Akerman would be entitled to represent the other client in such matters. Indirect or incidental conflicts would be those transactions which do not involve the District or in which the District no actual monetary relief is sought against District. As set forth in subparagraph (c) above, for example, an incidental or indirect conflict would arise if Akerman represents a lender and in seeking to foreclose a mortgage, the District would be joined as a defendant because it has a second mortgage or a judgment against the owner of the property being foreclosed.

Execution of this Letter Constitutes a Waiver

With respect to any conflict waivers, to the extent the District has agreed to waive any future

conflict as set forth herein, the execution of this letter constitutes a waiver of that conflict. If requested by Akerman, the District will further execute a specific waiver letter.

AKERMAN LLP
STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter for which Akerman LLP (“Akerman” or “Firm”) is engaged to represent “Client,” as defined in the engagement letter. In the event of any inconsistencies between the terms of the engagement letter and those of these standard terms and conditions of engagement, the terms of the engagement letter will control.

Additional Terms and Conditions Regarding Scope of Engagement. The scope of Akerman’s engagement is set forth in the attached engagement letter, including these standard terms and conditions of engagement, and is limited to such description. Any changes or additions to the scope of Akerman’s engagement, which we would be pleased to consider, must be agreed to and memorialized in writing prior to such change or addition taking effect. An attorney-client relationship between Akerman and the Client exists during the times when Akerman is actually performing work for the Client on a particular matter. This engagement letter creates a structure for establishing future engagements and attorney-client relationships on an as-requested basis by the Client and subject to written confirmation of acceptance by Akerman. It does not create an attorney-client relationship absent an actual request by Client for representation in a particular matter and Akerman’s written acceptance of representation in a particular matter. Akerman reserves the right to decline representation in a particular matter. Unless the description of the scope of Akerman’s engagement in the engagement letter states otherwise, Akerman’s engagement does not include responsibility for (1) review of Client’s insurance policies to determine the possibility of coverage for either the matter Akerman is handling or our fees and costs; (2) notification to Client’s insurance carriers about the matter; (3) advice to Client about Client’s disclosure obligations concerning the matter under state or federal securities or tax laws; (4) advice about tax issues that relate to the matter; or (5) other specialized areas of law unrelated to the specific representation which the

Firm has undertaken. (Akerman has very capable attorneys in these areas who would be happy to discuss the terms under which they would undertake such representation). Akerman will not provide business, investment, or accounting advice regarding the matter and we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken. Legal services provided are solely for the benefit of Client unless Akerman and Client otherwise expressly agree in writing. In addition, Client may not assign its claims handled by Akerman without the express prior written agreement of Akerman.

Exclusion of Owners, Subsidiaries, Officers, Directors, Employees and Other Affiliates. Akerman’s client for purposes of the Firm’s representation is the Client as identified in the engagement letter for the matter, and not, unless expressly named in the engagement letter, any “Affiliates” of Client. Unless otherwise agreed in writing by Client and Akerman, Client agrees that Akerman’s representation of Client in this matter does not give rise to a lawyer-client relationship between Akerman and any Affiliates of Client. Accordingly, unless otherwise agreed in writing by Client and Akerman, the Firm’s representation of Client in this matter will not give rise to a conflict of interest in the event the Firm represents other clients adverse to a Client Affiliate in other matters. “Affiliates” of Client that are excluded from the meaning of Client include, but are not limited to (1) shareholders or constituent partners, members, or other equity stakeholders, (2) parent, sister, brother and subsidiary companies, (3) joint ventures, limited partnerships, general partnerships, limited liability companies, or other unincorporated entities in which Client may have an ownership interest, (4) officers, (5) directors, (6) employees, or (7) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. *Should you feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition of “Client”*

for a particular matter, please do not hesitate to discuss the matter with us before signing the engagement letter. The Firm's objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by Akerman find themselves being sued or in an adverse position to another client of Akerman because our records did not properly identify the client, or (2) after undertaking our representation of you (or another client), and investing considerable time and dollars on your behalf, Akerman is forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney-client relationship.

Information/Client Responsibilities. Akerman will seek to keep Client informed of the status of matters. However, Client should feel free to contact us at any time with questions and comments.

Client agrees to provide Akerman with all information that Akerman believes is necessary or appropriate to fulfill our professional responsibilities, and cooperate with us in matters such as fact investigation, preparation of pleadings, discovery responses, and required court or decisional-body appearances. Client's responsibilities include the following: abiding by the engagement letter, paying bills on time, and keeping Akerman advised of Client's address, telephone number and whereabouts. Client further agrees that without Akerman's express prior written consent, Client will not use Akerman's name or the fact of its engagement in any form of advertising or solicitation of business.

Fees and Reimbursable Costs, along with applicable sales or other taxes, will be calculated and assessed for the representation of Client as follows:

Fees. Akerman will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed description and accounting of services rendered during the immediately preceding month. The "services rendered" will be broken

down into two separate components: (1) legal services provided by our attorneys, paralegals and other professionals, and (2) reimbursable costs and expenses incurred by Akerman in connection with its representation of Client. With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified in the engagement letter) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted annually and may be adjusted at other times during each year.

The time charges recorded by attorneys are not absolutes to which Akerman adheres without analysis of the time that has been spent. They serve as "benchmarks" which ordinarily are followed. Each month, before bills are submitted, a review is performed to assess the nature of the services performed for the client. In charging for our services, Akerman will consider all the factors outlined in the applicable ethical rules. These include the time and labor required, the novelty and difficulty of the legal issues, the skill required to properly perform the services, the experience, reputation, and ability of those performing the services, any time limitations imposed, the circumstances, the amount involved and the results obtained. In the event that a court or other decisional body (such as an arbitrator) awards attorney's fees in excess of our actual billings, or such is agreed in any settlement or related transaction, it is agreed that, in addition to the amount Client is obligated to pay, Akerman will be entitled to recover the amount of such excess from the opposing party. Additionally, Akerman retains the right to recover its fees from any recovery resulting from its services.

Under certain circumstances, the Client may be entitled to recover its attorney's fees and costs from an adverse party. Because fees and costs awards are totally unpredictable, the Client expressly agrees that it is the Client's obligation under this Agreement to pay all attorney's fees and costs due Akerman, without giving any effect to the recovery of any costs and attorney's fees from any adverse party. In the event Client has paid costs and attorney's fees which are

subsequently recovered from an adverse party, those amounts will be used first to pay all costs and fees due Akerman hereunder, with the balance then being paid to the Client. The amount of the court award of costs and attorney's fees, if any, does not set or limit the attorney's fees due Akerman in any way. The collection of fees from the adverse party is an additional Akerman service, and the Client is expected to pay Akerman a further fee on the same basis as set forth in the Agreement for performing such service. In regard to any amounts which may be recovered for the Client, whether through litigation or otherwise, those amounts will be paid to the trust account of Akerman and will be used to pay all costs and attorney's fees due Akerman hereunder, with the balance then being paid to the Client.

Additionally, if in response to Client's request or by requirement of lawful process Akerman testifies; gathers and/or produces documents; responds to document hold or production requests; or responds to any other requests in connection with possible, threatened or actual proceedings commenced by third parties that relate to Akerman's representation of Client, Client agrees to pay Akerman its reasonable fees and costs incurred.

Although Akerman will use its best efforts to represent Client effectively, Akerman cannot guarantee success and payment of our bills is not contingent upon the outcome of the matter or the results obtained. Please let Akerman know if there are ever any questions concerning our billing or the basis of our charges.

Reimbursable Costs and Expenses. The second component of "services rendered" shown on the bill will be a summary of costs and expenses by category which includes, but is not limited to, expenses such as filing fees, court reporter fees, witness fees, deposition transcripts, court costs, expert charges, audit response letters, long distance telephone, postage, photocopy/scan/print charges, facsimile charges, secretarial and word processing overtime, video conferencing, overnight or special delivery services, research services (such as Westlaw and LEXIS), travel, lodging, meals, and costs related

to the collection and imaging of records. Such expenses will be itemized on Akerman's statements. Certain cost bills may be forwarded to Client for payment directly to the vendor. Due to delays in Akerman's receipt of bills for costs and expenses from third party vendors, Akerman's billing of Client may be delayed. In addition, if substantial costs are to be advanced in connection with the matter, it is Akerman's practice to obtain a retainer to cover such costs or to have them billed directly to Client for payment. Billing for certain cost items may include a surcharge. Others are billed at the amounts actually charged to Akerman.

Employment of Additional Professionals. If Akerman deems it necessary to employ additional professionals with specialized skills and, after consultation with the Client, the Client deems it appropriate to do so, additional professionals may be employed by Akerman. In such event, where appropriate and subject to Client approval, Akerman will employ such professionals in the name of the Client. Notwithstanding the form of employment of the professional and regardless of whether the professional's invoice is addressed to Akerman or to the Client, Client is obligated to pay the fees of the professional in full, upon the rendering of a statement. Akerman reserves the right to request and obtain an additional retainer to defray the fees and expenses of professionals employed in connection with Client's matter. All fees and expenses of professionals shall be subject to the security provisions, interest provisions and other applicable provisions of this engagement letter.

Advice about Possible Outcomes. From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of the Firm is an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Right to Separate Counsel. Client acknowledges having had the opportunity to seek the advice of separate counsel with respect to this engagement letter.

Electronic Communications. The use of electronic communications (“EC”) (such as email) can be an efficient means of communication, and Akerman often uses it to communicate with clients. Some clients also use instant messaging as a means of communication. However, these electronic communications can be delayed or blocked (such as by anti-spam software) or otherwise not transmitted. Client must not assume that an email or instant message sent to Akerman was actually opened and read unless Client receives a non-automated reply message indicating that Akerman has read Client’s message. Akerman may send documents or other information that is covered by the attorney-client or work product privileges using external EC. Client understands that EC is not an absolutely secure method of communication. Client’s execution of the engagement letter will serve to acknowledge and accept the risk and authorize Akerman to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise Akerman in writing not to send them via EC, and Akerman will comply with Client’s request.

Trust account. Under applicable law, interest on attorneys’ trust accounts for clients may be payable to a state fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If Client desires Client’s deposit to be placed in a trust account with interest payable to Client, please so advise. Client will reimburse Akerman for the costs of such account, and Akerman will provide Client with an Advance Deposit Form where Akerman will need Client’s taxpayer identification number on the signed W-9 Form. Akerman’s trust accounts are held in approved financial institutions, and bear interest at the bank’s rates for this type of account. The bank, however, is subject to change at Akerman’s discretion.

Payment; Security for Payment. Unless otherwise specifically agreed in the engagement letter, Akerman expects payment from Client upon receipt of the bill. Prompt and full payment for Akerman’s services is vital to Akerman’s

ability to efficiently provide legal services to all clients. By executing the engagement letter, Client agrees to pay Akerman’s invoice upon receipt of the bill, unless otherwise specified in the letter. A failure to question or object to any charges within thirty (30) days after receipt of a statement will constitute Client’s agreement to the statement as presented. Akerman reserves the right, in appropriate cases, to request security, including a retainer deposit, for fees and expenses. Security for fees and expenses and the determination of what will constitute acceptable collateral or who will personally guaranty payment, will be made by Akerman after consultation with the Client. In addition, applicable law may provide attorneys with liens upon materials coming into their possession to secure the payment of their fees. This retaining lien, as well as appropriate charging liens, may be asserted by Akerman in appropriate circumstances. In the event of any proceedings to enforce the provisions of this engagement letter, or otherwise between Akerman and the Client, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and court expenses from the other party.

Interest on Overdue Accounts. Client understands and agrees that if payment is not made within thirty (30) days of the bill date, an interest charge may be added to the outstanding balance in accordance with the laws of the state that governs this agreement. Akerman also reserves the right to discontinue services if Akerman’s bills are not paid in a timely manner, and to seek payment for all past services rendered.

Term of Engagement. The effective date of Akerman’s agreement to provide services is the date on which we first performed services. The date at the beginning of the engagement letter is for reference only. Either Akerman or Client may terminate the engagement at any time for any reason by written notice, subject, on Akerman’s part, to applicable rules of professional conduct. If Client so requests, Akerman will suggest possible successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, in accordance with local court rules, and Client

agrees to engage successor counsel to represent Client.

Termination. Absent express notice of termination, Akerman's representation of Client will conclude with respect to any particular matter for which Akerman has been engaged upon completion of Akerman's work on such matter. The Firm's attorney-client relationship for such matter will terminate at such time. Such termination or withdrawal will not relieve Client of its obligation to pay for services rendered through the termination or withdrawal date, including work in progress and incomplete at the time of termination or withdrawal, and for all expenses incurred on behalf of Client through the termination or withdrawal date.

Post-Engagement Matters. Client has engaged Akerman to provide legal services in connection with a specific matter as described in the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages Akerman to provide additional advice on issues arising from the matter, Akerman has no continuing obligation to advise Client with respect to future developments.

Firm Marketing. Akerman reserves the right to publish the name of Client in legal directories, as well as in Akerman's brochures, web site, deal lists and other marketing materials, which may describe the types of services Akerman provides and the transactions and litigations that Akerman has handled. Akerman also may provide the name, address and telephone number of Client to prospective clients for use as a reference for Akerman. Any such disclosures are subject in all cases to Akerman's obligation to maintain the confidences of Akerman's clients. Client should advise us in writing if it desires that Akerman not publish any information about it in any legal directory, brochure, web site or other marketing materials, and/or that Akerman not provide Client's name, address or telephone number to prospective clients.

Internal Review. In the course of our representation of Client, it may be necessary for

Akerman lawyers to analyze or address their professional duties or responsibilities or those of Akerman, and to consult with Akerman's General Counsel or other lawyers in doing so. To the extent Akerman is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Akerman and Client. As a condition of this engagement, Client consents to such consultations occurring and waives any conflict of interest that might be deemed to arise out of any such consultations and any resulting communications. Client further agrees that these consultations and any resulting communications are protected from disclosure to Client and others by Akerman's attorney-client privilege. Of course, nothing in the foregoing shall diminish or otherwise affect Akerman's obligation to keep Client informed of material developments in Akerman's representation of Client, including any conclusions arising out of such consultations to the extent that they affect Client's interests.

Responses to Audit Letters. If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that Akerman provide a written description of all pending or threatened claims for lawsuits to which Akerman has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to Akerman. Akerman will typically charge Client for providing the response to the audit letter. Client agrees to pay such costs related to the response to the audit letter.

Conclusion of Representation and Disposition of Client Files. Akerman is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Upon conclusion of Client's representation, subject to the payment provisions of applicable rules of professional conduct, Akerman will return to Client the Client's original papers, hard copy/electronic documents and/or other property that Client provided to the Firm during the engagement. Client agrees to accept the return of such documents and/or property. If Client so requests, Akerman will also

provide to Client, at Client's expense, copies or originals of Client's file. Akerman and Client agree that lawyer work product (for example, drafts, notes, internal memoranda, work files, etc.) are the property of Akerman. Akerman reserves the right to make, at Client's expense, copies of all other documents generated or received by Akerman in the course of Akerman's representation of Client. All such documents retained by Akerman, including client files (including any original documents and/or property that we attempted unsuccessfully to return to you) and Akerman files, will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, Akerman reserves the right to destroy or otherwise dispose of any documents or other materials retained by us thirty (30) days after providing notice of intention to destroy them (unless Client requests those materials within thirty (30) days of notification) or after ten years from the date the matter is completed.

Consent to Representation of Law Firms.

Akerman represents other law firms in various matters. During the time we are representing Client, we may represent other law firms in matters unrelated to this matter, including the representation of other law firms that represent present or future parties in disputes or transactions adverse to Client. When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such representations create a material limitation on Akerman's representation of the Client. (A material limitation arises if there is a significant risk that a lawyer's ability to consider, recommend, or carry out an appropriate course of action for a client will be materially limited as a result of the other responsibilities or interests of

the lawyer or of other lawyers in the lawyer's firm).

When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such a significant risk exists in such situations. In addition, we do not believe that the exercise of Akerman's independent judgment as counsel to each party generally will be affected by our representation of Client in its matter(s) and our representation of law firms in unrelated matters.

Client acknowledges that we have disclosed the potential material limitation conflict of interest identified herein, and specifically consents to Akerman's representation of Client and our representation of law firms in unrelated matters including law firms that represent present or future parties in disputes or transactions adverse to Client. Client waives any conflict of interest with respect to those representations.

Modification in Writing Only; Severability.

No change to the engagement letter shall be effective unless and until confirmed in writing and signed by the Firm and Client making express reference to the engagement letter. The engagement letter, including these terms and conditions of engagement, embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and the engagement letter shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and Client for the engagement. If any provision of the engagement letter is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire engagement letter will be severable and remain in effect.

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

11



U.S. Bank Trust Company, National Association
 500 West Cypress Creek Road
 Suite 460
 Fort Lauderdale, Florida 33309

October 31st, 2022

River Hall Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431

Re: River Hall Community Development District Revenue Bonds, Series 2022

As requested, we are pleased to offer the following fee structure for the above referenced issue:

| | |
|--|-------------------------------|
| Acceptance Fee | \$1,975 |
| Closing Expenses | \$500 (Est., Florida Closing) |
| Annual Trustee, Paying Agent & Registrar Fee <i>(Calculated at 0.03% of Bonds Outstanding, Min of \$3,750 and Max of \$7,500)</i> | \$3,950 (Est.) |
| Ongoing Out-of-Pocket Expenses | 7.50% of Annual Fees |
| Trustee Counsel Fee | \$5,750 |

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and which may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank within 45 days may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate. This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the terms and conditions set forth herein, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related expenses will be billed to the client directly.

All fees and expenses are payable in advance. Thank you for the opportunity to provide our services to the District and the District's professional team. Please do not hesitate to contact me at 954.938.2475 if you have any questions or need any additional information.

Sincerely,

Amanda Kumar

Amanda Kumar
 Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and other relevant documentation from individuals claiming authority to represent the entity.

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2022**

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022**

| | 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 | \$1,164,096 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,164,096 |
| Investments | | | | | | | |
| SBA | 5,372 | - | - | - | - | - | 5,372 |
| Reserve A-1 | - | - | 206,925 | 75,400 | - | - | 282,325 |
| Reserve A-2 | - | - | - | 412,550 | - | - | 412,550 |
| Revenue A-1 | - | - | 152,152 | 264,830 | - | - | 416,982 |
| Revenue A-2 | - | - | - | 275,458 | - | - | 275,458 |
| Prepayment A-1 | - | - | - | 65 | - | - | 65 |
| Construction | - | - | - | - | - | 226,769 | 226,769 |
| Due from debt service fund | 2 | - | - | - | - | - | 2 |
| Due from general fund | - | - | 43,817 | 154,151 | - | - | 197,968 |
| Due from capital projects fund | - | 8 | - | - | - | - | 8 |
| Deposits | 1,622 | - | - | - | - | - | 1,622 |
| Accounts receivable - RH Venture II | 52,673 | - | - | 59,326 | - | - | 111,999 |
| Accounts receivable - RH Venture III | 12,763 | - | - | - | - | - | 12,763 |
| Total assets | <u>\$1,236,528</u> | <u>\$ 8</u> | <u>\$ 402,894</u> | <u>\$ 1,241,780</u> | <u>\$ -</u> | <u>\$ 226,769</u> | <u>\$ 3,107,979</u> |
| LIABILITIES AND FUND BALANCES | | | | | | | |
| Liabilities: | | | | | | | |
| Accounts payable | \$ 1,566 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,566 |
| Due to Developer | - | - | - | 20,404 | - | - | 20,404 |
| Due to general fund | - | - | - | 2 | - | - | 2 |
| Due to debt service fund 2011 | - | - | - | - | 8 | - | 8 |
| Due to debt service fund 2020A | 43,817 | - | - | - | - | - | 43,817 |
| Due to debt service fund 2021A1 | 79,738 | - | - | - | - | - | 79,738 |
| Due to debt service fund 2021A2 | 74,413 | - | - | - | - | - | 74,413 |
| Total liabilities | <u>199,534</u> | <u>-</u> | <u>-</u> | <u>20,406</u> | <u>8</u> | <u>-</u> | <u>219,948</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | | | | |
| Deferred receipts | 65,435 | - | - | 59,326 | - | - | 124,761 |
| Total deferred inflows of resources | <u>65,435</u> | <u>-</u> | <u>-</u> | <u>59,326</u> | <u>-</u> | <u>-</u> | <u>124,761</u> |
| Fund balances: | | | | | | | |
| Nonspendable | | | | | | | |
| Prepaid and deposits | 1,622 | - | - | - | - | - | 1,622 |
| Restricted for: | | | | | | | |
| Debt service | - | 8 | 402,894 | 1,162,048 | - | - | 1,564,950 |
| Capital projects | - | - | - | - | (8) | 226,769 | 226,761 |
| Assigned to: | | | | | | | |
| Operating capital | 145,000 | - | - | - | - | - | 145,000 |
| Disaster recovery | 250,000 | - | - | - | - | - | 250,000 |
| Unassigned | 574,937 | - | - | - | - | - | 574,937 |
| Total fund balances | <u>971,559</u> | <u>8</u> | <u>402,894</u> | <u>1,162,048</u> | <u>(8)</u> | <u>226,769</u> | <u>2,763,270</u> |
| Total liabilities and fund balances | <u>\$ 1,236,528</u> | <u>\$ 8</u> | <u>\$ 402,894</u> | <u>\$ 1,241,780</u> | <u>\$ -</u> | <u>\$ 226,769</u> | <u>\$ 3,107,979</u> |

**RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2022**

| | Current Month | Year to Date | Budget | % of Budget |
|--|------------------|-----------------|----------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll: net | \$ 243,967 | \$ 258,138 | 584,451 | 44% |
| Assessment levy: off-roll | - | - | 130,870 | 0% |
| Miscellaneous hog program shared cost | - | - | 16,500 | 0% |
| Interest and miscellaneous | 20 | 52 | 500 | 10% |
| Total revenues | <u>243,987</u> | <u>258,190</u> | <u>732,321</u> | 35% |
| EXPENDITURES | | | | |
| Legislative | | | | |
| Supervisor | - | 600 | 12,000 | 5% |
| <i>Financial & administrative</i> | | | | |
| District management | 3,750 | 11,250 | 45,000 | 25% |
| District engineer | 2,464 | 2,464 | 25,000 | 10% |
| Trustee | - | - | 7,100 | 0% |
| Tax collector/property appraiser | - | 3,218 | 5,653 | 57% |
| Assessment roll prep | 375 | 1,125 | 4,500 | 25% |
| Auditing services | - | - | 3,300 | 0% |
| Arbitrage rebate calculation | - | - | 650 | 0% |
| Public officials liability insurance | - | 12,621 | 12,500 | 101% |
| Legal advertising | - | - | 1,100 | 0% |
| Bank fees | - | - | 350 | 0% |
| Dues, licenses & fees | - | 175 | 175 | 100% |
| Postage | 154 | 330 | 1,300 | 25% |
| ADA website compliance | - | - | 210 | 0% |
| Website maintenance | - | - | 705 | 0% |
| <i>Legal counsel</i> | | | | |
| District counsel | 367 | 1,330 | 14,000 | 10% |
| <i>Electric utility services</i> | | | | |
| Utility services | 2,206 | 2,206 | 11,000 | 20% |
| Street lights | 467 | 467 | 2,000 | 23% |
| <i>Stormwater control</i> | | | | |
| Fountain service repairs & maintenance | - | - | 6,000 | 0% |
| Aquatic maintenance | 650 | 2,300 | 152,465 | 2% |
| Hog removal | - | - | 19,800 | 0% |
| Lake/pond bank maintenance | - | - | 5,000 | 0% |
| Stormwater system maintenance | - | 550 | 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, 2022**

| | <u>Current Month</u> | <u>Year to Date</u> | <u>Budget</u> | <u>% of Budget</u> |
|--|--------------------------|-------------------------|-------------------|------------------------|
| <i>Other physical environment</i> | | | | |
| General liability insurance | - | 4,490 | 5,000 | 90% |
| Property insurance | - | 9,018 | 10,000 | 90% |
| Entry & walls maintenance | 12,000 | 20,525 | 5,000 | 411% |
| Landscape maintenance | 16,450 | 36,561 | 195,000 | 19% |
| Irrigation repairs & maintenance | 9,568 | 9,568 | 12,500 | 77% |
| Landscape replacement plants, shrubs, trees | - | - | 20,000 | 0% |
| Annual mulching | - | - | 9,000 | 0% |
| Holiday decorations | - | 5,500 | 12,000 | 46% |
| Clock tower maintenance | - | - | 1,750 | 0% |
| Ornamental lighting & maintenance | - | - | 1,000 | 0% |
| Hurricane clean-up | - | 4,500 | - | N/A |
| <i>Road & street facilities</i> | | | | |
| Street/parking lot sweeping | - | - | 750 | 0% |
| Street light/decorative light maintenance | 1,115 | 1,115 | 3,500 | 32% |
| Roadway repair & maintenance | - | - | 1,500 | 0% |
| Sidewalk repair & maintenance | - | - | 2,500 | 0% |
| Street sign repair & replacement | - | - | 1,500 | 0% |
| <i>Contingency</i> | | | | |
| Miscellaneous contingency | - | - | 50 | 0% |
| Total expenditures | <u>49,566</u> | <u>129,913</u> | <u>650,858</u> | 20% |
| Excess/(deficiency) of revenues over/(under) expenditures | 194,421 | 128,277 | 81,463 | |
| Fund balances - beginning | 777,138 | 843,282 | 785,490 | |
| Assigned | | | | |
| Operating capital | 145,000 | 145,000 | 145,000 | |
| Disaster recovery | 250,000 | 250,000 | 250,000 | |
| Unassigned | 576,559 | 576,559 | 471,953 | |
| Fund balances - ending | <u>\$ 971,559</u> | <u>\$ 971,559</u> | <u>\$ 866,953</u> | |

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2011
FOR THE PERIOD ENDED DECEMBER 31, 2022

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | \$ - | \$ - |
| Total revenues | - | - |
| EXPENDITURES | | |
| Debt service | - | - |
| Total debt service | - | - |
| Excess/(deficiency) of revenues over/(under) expenditures | - | - |
| Fund balances - beginning | 8 | 8 |
| 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 DECEMBER 31, 2022**

| | <u>Current Month</u> | <u>Year To Date</u> | <u>Budget</u> | <u>% of Budget</u> |
|--|--------------------------|-------------------------|-------------------|------------------------|
| REVENUES | | | | |
| Special assessment: on-roll | \$ 173,075 | \$ 180,845 | \$ 414,720 | 44% |
| Interest | 593 | 1,935 | - | N/A |
| Total revenues | <u>173,668</u> | <u>182,780</u> | <u>414,720</u> | 44% |
| EXPENDITURES | | | | |
| Debt service | | | | |
| Principal | - | - | 150,000 | 0% |
| Interest | - | 132,300 | 264,600 | 50% |
| Total debt service | <u>-</u> | <u>132,300</u> | <u>414,600</u> | 32% |
| Excess/(deficiency) of revenues over/(under) expenditures | 173,668 | 50,480 | 120 | |
| Fund balances - beginning | 229,226 | 352,414 | 342,380 | |
| Fund balances - ending | <u>\$ 402,894</u> | <u>\$ 402,894</u> | <u>\$ 342,500</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, 2022**

| | <u>Current Month</u> | <u>Year To Date</u> | <u>Budget</u> | <u>% of Budget</u> |
|--|--------------------------|-------------------------|-------------------|------------------------|
| REVENUES | | | | |
| Special assessment: on-roll | \$ 608,890 | \$ 636,228 | \$ 1,461,048 | 44% |
| Special assessment: off-roll | - | - | 118,652 | 0% |
| Interest | 1,447 | 4,389 | - | N/A |
| Total revenues | <u>610,337</u> | <u>640,617</u> | <u>1,579,700</u> | 41% |
| 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 | <u>-</u> | <u>269,625</u> | <u>1,589,400</u> | 17% |
| Excess/(deficiency) of revenues over/(under) expenditures | 610,337 | 370,992 | (9,700) | |
| Fund balances - beginning | <u>551,711</u> | <u>791,056</u> | <u>778,544</u> | |
| Fund balances - ending | <u>\$ 1,162,048</u> | <u>\$ 1,162,048</u> | <u>\$ 768,844</u> | |

RIVER HALL
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2011
FOR THE PERIOD ENDED DECEMBER 31, 2022

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

**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, 2022**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Interest | \$ 606 | \$ 1,463 |
| Total revenues | 606 | 1,463 |
| EXPENDITURES | | |
| Total expenditures | - | - |
| Excess/(deficiency) of revenues over/(under) expenditures | 606 | 1,463 |
| Fund balances - beginning | 226,163 | 225,306 |
| Fund balances - ending | \$ 226,769 | \$ 226,769 |

River Hall Community Development District Check Detail December 2022

| Type | Num | Date | Name | Account | Paid Amount | Original Amount |
|------------------------|--------------------|-------------------|--------------------------|-------------------------------|-------------|-------------------|
| Bill Pmt -Check | CBI | 12/22/2022 | FPL | 101.001 · Suntrust-... | | -1,756.28 |
| Bill | 82155-24268 111822 | 12/16/2022 | | 531.431 · Utility Ser... | -1,456.66 | 1,456.66 |
| Bill | 02979-06091 111822 | 12/16/2022 | | 531.437 · Street Lig... | -299.62 | 299.62 |
| TOTAL | | | | | -1,756.28 | 1,756.28 |
| Bill Pmt -Check | 2593 | 12/22/2022 | BENTLEY ELECTR... | 101.001 · Suntrust-... | | -1,115.00 |
| Bill | 2022-839 | 12/16/2022 | | 541.461 · Street Lig... | -1,115.00 | 1,115.00 |
| TOTAL | | | | | -1,115.00 | 1,115.00 |
| Bill Pmt -Check | 2594 | 12/22/2022 | COLEMAN, YOVA... | 101.001 · Suntrust-... | | -367.50 |
| Bill | 16581-001M 32 | 12/16/2022 | | 514.100 · Legal Fee... | -367.50 | 367.50 |
| TOTAL | | | | | -367.50 | 367.50 |
| Bill Pmt -Check | 2595 | 12/22/2022 | FEDEX | 101.001 · Suntrust-... | | -153.85 |
| Bill | 7-975-82563 | 12/16/2022 | | 519.410 · Postage | -8.50 | 8.50 |
| Bill | 7-968-61626 | 12/16/2022 | | 519.410 · Postage | -145.35 | 145.35 |
| TOTAL | | | | | -153.85 | 153.85 |
| Bill Pmt -Check | 2596 | 12/22/2022 | FLORIDA PAINTERS | 101.001 · Suntrust-... | | -12,000.00 |
| Bill | 22-253 | 12/16/2022 | | 539.455 · Entry & ... | -12,000.00 | 12,000.00 |
| TOTAL | | | | | -12,000.00 | 12,000.00 |
| Bill Pmt -Check | 2597 | 12/22/2022 | GULFSCAPES LA... | 101.001 · Suntrust-... | | -26,018.00 |
| Bill | 30931 | 12/16/2022 | | 539.464 · Landscap... | -16,450.00 | 16,450.00 |
| Bill | 30828 | 12/16/2022 | | 539.465 · Irrigation ... | -9,568.00 | 9,568.00 |
| TOTAL | | | | | -26,018.00 | 26,018.00 |
| Bill Pmt -Check | 2598 | 12/22/2022 | HOLE MONTES | 101.001 · Suntrust-... | | -2,463.63 |
| Bill | 89803 | 12/16/2022 | | 519.320 · Engineeri... | -1,813.63 | 1,813.63 |
| Bill | 89688 | 12/16/2022 | | 519.320 · Engineeri... | -650.00 | 650.00 |

River Hall Community Development District
Check Detail
 December 2022

| Type | Num | Date | Name | Account | Paid Amount | Original Amount |
|------------------------|-------------|-------------------|--------------------------|--|----------------------|--------------------|
| TOTAL | | | | | -2,463.63 | 2,463.63 |
| Bill Pmt -Check | 2599 | 12/22/2022 | WRATHELL, HUNT... | 101.001 · Suntrust-... | | -4,125.00 |
| Bill | 2021-2405 | 12/16/2022 | | 512.311 · Managem... 513.310 · Assessm... | -3,750.00 -375.00 | 3,750.00 375.00 |
| TOTAL | | | | | -4,125.00 | 4,125.00 |
| Check | 2600 | 12/22/2022 | RIVER HALL CDD | 101.001 · Suntrust-... | | -137,028.60 |
| | | | | 207.203 · Due to D... | -137,028.60 | 137,028.60 |
| TOTAL | | | | | -137,028.60 | 137,028.60 |
| Check | 2601 | 12/22/2022 | RIVER HALL CDD | 101.001 · Suntrust-... | | -249,364.42 |
| | | | | 207.204 · Due to Se... | -249,364.42 | 249,364.42 |
| TOTAL | | | | | -249,364.42 | 249,364.42 |
| Check | 2602 | 12/22/2022 | RIVER HALL CDD | 101.001 · Suntrust-... | | -232,713.06 |
| | | | | 207.205 · Due to Se... | -232,713.06 | 232,713.06 |
| TOTAL | | | | | -232,713.06 | 232,713.06 |



531.431
001

Electric Bill Statement

For: Oct 20, 2022 to Nov 18, 2022 (29 days)

Statement Date: Nov 18, 2022

Account Number: 82155-24268

Service Address:

2401 RIVER HALL PKWY # FOUNTN
ALVA, FL 33920

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

CURRENT BILL

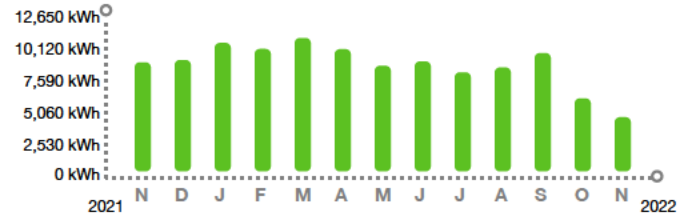
\$1,456.66

TOTAL AMOUNT YOU OWE

Dec 9, 2022

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



KEEP IN MIND

- Payment received after February 10, 2023 is considered LATE; a late payment charge of 1% will apply.

BILL SUMMARY

| | |
|-----------------------------|-------------------|
| Amount of your last bill | 784.07 |
| Balance before new charges | 784.07 |
| Total new charges | 672.59 |
| Total amount you owe | \$1,456.66 |

(See page 2 for bill details.)

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 27 78407 53148215524268 6665410000

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:

RIVER HALL COMMUNITY
DEVELOPMENT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/paybill)
for ways to pay.

| | | | |
|----------------|----------------------|--------------------|-----------------|
| 82155-24268 | \$1,456.66 | Dec 9, 2022 | \$ |
| ACCOUNT NUMBER | TOTAL AMOUNT YOU OWE | NEW CHARGES DUE BY | AMOUNT ENCLOSED |



BILL DETAILS

| | |
|--|-------------------|
| Amount of your last bill | 784.07 |
| Balance before new charges | \$784.07 |
| New Charges | |
| Rate: GSD-1 GENERAL SERVICE DEMAND /per Contract | |
| Base charge: | \$28.17 |
| Non-fuel: <small>(\$0.026290 per kWh)</small> | \$122.53 |
| Fuel: <small>(\$0.038060 per kWh)</small> | \$177.40 |
| Demand: <small>(\$11.93 per KW)</small> | \$298.25 |
| Electric service amount | 626.35 |
| Gross rec. tax/Regulatory fee | 16.52 |
| Franchise charge | 29.72 |
| Taxes and charges | 46.24 |
| Total new charges | \$672.59 |
| Total amount you owe | \$1,456.66 |

METER SUMMARY

Meter reading - Meter KCJ5863. Next meter reading Dec 19, 2022.

| Usage Type | Current | - | Previous | = | Usage |
|-----------------|---------|---|----------|---|-------|
| kWh used | 84259 | | 79598 | | 4661 |
| | | | | | 20.76 |
| Actual demand | | | | | 21 |
| Contract demand | | | | | 25 |

ENERGY USAGE COMPARISON

| | This Month | Last Month | Last Year |
|--------------|--------------|--------------|--------------|
| Service to | Nov 18, 2022 | Oct 20, 2022 | Nov 18, 2021 |
| kWh Used | 4661 | 6285 | 9397 |
| Service days | 29 | 30 | 29 |
| kWh/day | 160 | 209 | 324 |
| Amount | \$672.59 | \$784.07 | \$805.62 |

KEEP IN MIND

- Taxes 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 >](#)

Save energy and money

Use the Energy Manager tool to find personalized recommendations and savings tips.

[Start saving >](#)

Your bill after the storm

Rest assured, you will not be charged for any time you are without power, and your bill will be based on actual energy usage.

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.



531.437
001

Electric Bill Statement

For: Oct 20, 2022 to Nov 18, 2022 (29 days)

Statement Date: Nov 18, 2022

Account Number: 02979-06091

Service Address:

2501 RIVER HALL PKWY # ST LTS
ALVA, FL 33920

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

CURRENT BILL

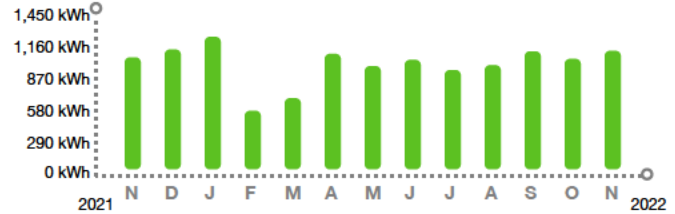
\$299.62

TOTAL AMOUNT YOU OWE

Dec 9, 2022

NEW CHARGES DUE BY

ENERGY USAGE HISTORY



KEEP IN MIND

- Payment received after February 10, 2023 is considered LATE; a late payment charge of 1% will apply.

BILL SUMMARY

| | |
|-----------------------------|-----------------|
| Amount of your last bill | 144.89 |
| Balance before new charges | 144.89 |
| Total new charges | 154.73 |
| Total amount you owe | \$299.62 |

(See page 2 for bill details.)

Customer Service: 1-800-375-2434
Outside Florida: 1-800-226-3545

Report Power Outages: 1-800-4OUTAGE (468-8243)
Hearing/Speech Impaired: 711 (Relay Service)



/ 27 14489 5314029790609132699200000

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:

RIVER HALL COMMUNITY DEVELOPMENT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Visit [FPL.com/PayBill](https://www.fpl.com/paybill) for ways to pay.

| | | | |
|----------------|----------------------|--------------------|-----------------|
| 02979-06091 | \$299.62 | Dec 9, 2022 | \$ |
| ACCOUNT NUMBER | TOTAL AMOUNT YOU OWE | NEW CHARGES DUE BY | AMOUNT ENCLOSED |



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

BILL DETAILS

| | |
|---|-----------------|
| Amount of your last bill | 144.89 |
| Balance before new charges | \$144.89 |
| New Charges | |
| Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS | |
| Base charge: | \$11.91 |
| Non-fuel: <small>(\$0.074820 per kWh)</small> | \$87.61 |
| Fuel: <small>(\$0.038060 per kWh)</small> | \$44.57 |
| Electric service amount | 144.09 |
| Gross rec. tax/Regulatory fee | 3.80 |
| Franchise charge | 6.84 |
| Taxes and charges | 10.64 |
| Total new charges | \$154.73 |
| Total amount you owe | \$299.62 |

METER SUMMARY

Meter reading - Meter KG85078. Next meter reading Dec 19, 2022.

| | | | | | |
|-------------------|----------------|---|-----------------|---|--------------|
| Usage Type | Current | - | Previous | = | Usage |
| kWh used | 13094 | | 11923 | | 1171 |

ENERGY USAGE COMPARISON

| | This Month | Last Month | Last Year |
|--------------|-------------------|-------------------|------------------|
| Service to | Nov 18, 2022 | Oct 20, 2022 | Nov 18, 2021 |
| kWh Used | 1171 | 1091 | 1106 |
| Service days | 29 | 30 | 29 |
| kWh/day | 40 | 36 | 38 |
| Amount | \$154.73 | \$144.89 | \$122.75 |

KEEP IN MIND

- Taxes 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 >](#)

Save energy and money

Use the Energy Manager tool to find personalized recommendations and savings tips.

[Start saving >](#)

Your bill after the storm

Rest assured, you will not be charged for any time you are without power, and your bill will be based on actual energy usage.

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.

Bentley Electric Co of Naples FL Inc.

P.O. BOX 10572
NAPLES, FL 34101
239-643-5339
bentley1@bentleyelectric.com

Invoice 2022-839

541.461
001

BILL TO
RIVERHALL CDD
9220 ROAD,
SUITE 214
BONITA BEACH,
ATTN: CLEO
BONITA BEACH, FL 34135

DATE
12/01/2022

PLEASE PAY
\$1,115.00

DUE DATE
12/31/2022

PROJECT LOCATION
Riverhall Pkwy

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|------|---|-----|--------|--------|
| | Removed damaged light pole and reviewed outlets at entry on 11/16 and 11/23/22. | | | |
| | AUGER TRUCK W/ OPERATOR | 3 | 95.00 | 285.00 |
| | LABORER | 6 | 55.00 | 330.00 |
| | ELECTRICIAN | 5 | 75.00 | 375.00 |
| | REMOVAL FEE | 1 | 125.00 | 125.00 |

We appreciate your business and look forward to working with you again. Should you have any questions regarding the invoice, please contact our office at 239-643-5339 or bentley1@bentleyelectric.com.

TOTAL DUE

OK
CA

\$1,115.00

THANK YOU.

Street Light Maint.
Hurricane Ian

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

Page: 1
December 13, 2022
File No: 16581-001M
Statement No: 32

River Hall CDD
Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton FL 33431

Attn: Debbie Tudor

Gen Rep

Previous Balance \$2,047.00

Fees

| | | | |
|------------|-----|--|--------|
| 11/03/2022 | GLU | Review agenda for Board of Supervisors meeting; Participation in Board of Supervisors meeting | 262.50 |
| 11/23/2022 | GLU | Exchange multiple email correspondence with Daphne Gillyard on agenda; Telephone conference with Daphne Gillyard on agenda | 105.00 |
| | | Professional Fees through 12/13/2022 | 367.50 |
| | | Total Current Work | 367.50 |

Payments

| | | | |
|--|--|---|-----------------|
| | | Total Payments Through 12/13/2022 | -2,047.00 |
| | | Balance Due (includes previous balance, if any) | <u>\$367.50</u> |



| | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|----------------|
| Invoice Number 7-975-82563 | Invoice Date Dec 12, 2022 | Account Number [REDACTED] | Page 1 of 2 |
|--------------------------------------|-------------------------------------|-------------------------------------|----------------|

FedEx Tax ID: 71-0427007

Billing Address:

RIVER HALL CDD
2300 GLADES RD STE 100E
STE 100 STE 410W
BOCA RATON FL 33431-8536

Shipping Address:

RIVER HALL CDD
2300 GLADES RD STE 100E
BOCA RATON FL 33431-8536

**Invoice Questions?
Contact FedEx Revenue Services**

Phone: 800.645.9424
M-F 7-5 (CST)
Internet: fedex.com/usgovt

Invoice Summary

FedEx Express Services

| | | |
|---------------------------|------------|---------------|
| Total Charges | USD | \$8.50 |
| TOTAL THIS INVOICE | USD | \$8.50 |

Other discounts may apply.

To pay your FedEx invoice, please go to www.fedex.com/payment. Thank you for using FedEx.



Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

| | | |
|--------------------------------------|-------------------------------------|-------------------------------------|
| Invoice Number 7-975-82563 | Invoice Amount USD \$8.50 | Account Number [REDACTED] |
|--------------------------------------|-------------------------------------|-------------------------------------|

Remittance Advice

Your payment is due by Jan 26, 2023

7975825634000000850875630251590000000000000000000085080



RIVER HALL CDD
2300 GLADES RD STE 100E
STE 100 STE 410W
BOCA RATON FL 33431-8536

FedEx
P.O. Box 371461
Pittsburgh PA 15250-7461



| | | | |
|-----------------------|---------------------|-----------------------|--------|
| Invoice Number | Invoice Date | Account Number | Page |
| 7-975-82563 | Dec 12, 2022 | | 2 of 2 |

FedEx Express Shipment Summary By Payor Type

FedEx Express Shipments (Original)

| Payor Type | Shipments | Rated Weight lbs | Transportation Charges | Special Handling Charges | Ret Chg/Tax Credits/Other | Discounts | Total Charges |
|----------------------------|-----------|------------------|------------------------|--------------------------|---------------------------|-----------|---------------|
| Third Party | 1 | 4.0 | 7.94 | 0.56 | | | 8.50 |
| Total FedEx Express | 1 | 4.0 | \$7.94 | \$0.56 | | | \$8.50 |

TOTAL THIS INVOICE USD \$8.50

FedEx Express Shipment Detail By Payor Type (Original)

| | | |
|--------------------------------|--|----------------|
| Ship Date: Dec 02, 2022 | Cust. Ref.: River Hall Meeting File | Ref.#2: |
| Payor: Third Party | Ref.#3: | |

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
 Distance Based Pricing, Zone 2
 Package sent from: 33966 zip code
 FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
 Package Delivered to Recipient Address Release Authorized
 The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

| Automation | | Sender | | Recipient | |
|--------------|--------------------------|-----------------------|--------------------------------|-----------------------------|-------------------|
| Tracking ID | INET | 770603414123 | cleo adams | Daphne Gillyard | |
| Service Type | FedEx Standard Overnight | | Wrathell, Hunt & Associates, L | Wrathell, Hunt & Associates | |
| Package Type | Customer Packaging | | 9220 Bonita Beach Road | 2300 Glades Road | |
| Zone | 02 | | BONITA SPRINGS FL 34135 US | BOCA RATON FL 33431 US | |
| Packages | 1 | | | | |
| Rated Weight | 4.0 lbs, 1.8 kgs | | | | |
| Delivered | Dec 05, 2022 09:17 | | | | |
| Svc Area | A1 | Transportation Charge | | | 7.94 |
| Signed by | see above | Fuel Surcharge | | | 0.56 |
| FedEx Use | 000000000/161357/02 | Total Charge | | USD | \$8.50 |
| | | | | Third Party Subtotal | USD \$8.50 |
| | | | | Total FedEx Express | USD \$8.50 |

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| | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|----------------|
| Invoice Number 7-968-61626 | Invoice Date Dec 05, 2022 | Account Number [REDACTED] | Page 1 of 5 |
|--------------------------------------|-------------------------------------|-------------------------------------|----------------|

FedEx Tax ID: 71-0427007

Billing Address:

RIVER HALL CDD
2300 GLADES RD STE 100E
STE 100 STE 410W
BOCA RATON FL 33431-8536

Shipping Address:

RIVER HALL CDD
2300 GLADES RD STE 100E
BOCA RATON FL 33431-8536

**Invoice Questions?
Contact FedEx Revenue Services**

Phone: 800.645.9424
M-F 7-5 (CST)
Internet: fedex.com/usgovt

Invoice Summary

FedEx Express Services

| | | |
|---------------------------|------------|-----------------|
| Total Charges | USD | \$145.35 |
| TOTAL THIS INVOICE | USD | \$145.35 |

Other discounts may apply.

To pay your FedEx invoice, please go to www.fedex.com/payment. Thank you for using FedEx.



Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

| | | |
|--------------------------------------|---------------------------------------|-------------------------------------|
| Invoice Number 7-968-61626 | Invoice Amount USD \$145.35 | Account Number [REDACTED] |
|--------------------------------------|---------------------------------------|-------------------------------------|

Remittance Advice

Your payment is due by Jan 19, 2023

79686162630000145359756302515900000000000000001453590



RIVER HALL CDD
2300 GLADES RD STE 100E
STE 100 STE 410W
BOCA RATON FL 33431-8536

FedEx
P.O. Box 371461
Pittsburgh PA 15250-7461



| | | | |
|-----------------------|---------------------|-----------------------|--------|
| Invoice Number | Invoice Date | Account Number | Page |
| 7-968-61626 | Dec 05, 2022 | | 2 of 5 |

FedEx Express Shipment Summary By Payor Type

FedEx Express Shipments (Original)

| Payor Type | Shipments | Rated Weight lbs | Transportation Charges | Special Handling Charges | Ret Chg/Tax Credits/Other | Discounts | Total Charges |
|----------------------------|-----------|------------------|------------------------|--------------------------|---------------------------|-----------|-----------------|
| Recipient | 2 | 6.0 | 17.70 | 18.15 | | | 35.85 |
| Third Party | 7 | 7.0 | 55.02 | 54.48 | | | 109.50 |
| Total FedEx Express | 9 | 13.0 | \$72.72 | \$72.63 | | | \$145.35 |

TOTAL THIS INVOICE USD \$145.35

FedEx Express Shipment Detail By Payor Type (Original)

| | | |
|--------------------------------|--|----------------|
| Ship Date: Nov 29, 2022 | Cust. Ref.: RIVER HALL CDD 12.01.22 | Ref.#2: |
| Payor: Recipient | Ref.#3: | |

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
 Weather delay Thunderstorm.
 Distance Based Pricing, Zone 2
 Package Delivered to Recipient Address Release Authorized

| | | <u>Sender</u> | <u>Recipient</u> | |
|--------------|--------------------------|------------------------|------------------------------|--------------------|
| Automation | INET | Daphne Gillyard | Chuck Adams-Cleo Adams | |
| Tracking ID | 770623519108 | WHA | 1400 HARBOR VIEW DR | |
| Service Type | FedEx Priority Overnight | 2300 Glades Rd | NORTH FORT MYERS FL 33917 US | |
| Package Type | FedEx Box | BOCA RATON FL 33431 US | | |
| Zone | 02 | | | |
| Packages | 1 | | | |
| Rated Weight | 5.0 lbs, 2.3 kgs | | | |
| Delivered | Nov 30, 2022 17:52 | Transportation Charge | | 9.84 |
| Svc Area | A3 | Fuel Surcharge | | 1.06 |
| Signed by | see above | Residential Delivery | | 5.30 |
| FedEx Use | 000000000/337505/02 | Total Charge | | USD \$16.20 |

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| | | | |
|-----------------------|---------------------|-----------------------|--------|
| Invoice Number | Invoice Date | Account Number | Page |
| 7-968-61626 | Dec 05, 2022 | | 3 of 5 |

Ship Date: Nov 29, 2022 **Cust. Ref.:** RIVER HALL CDD 12.01.22 **Ref.#2:**
Payor: Recipient **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
Weather delay Thunderstorm.
Distance Based Pricing, Zone 2
Package Delivered to Recipient Address Release Authorized

| | | | | |
|-------------------|--------------------------|------------------------|----------------------|----------------|
| Automation | INET | Sender | Recipient | |
| Tracking ID | 770623907712 | Daphne Gillyard | DANIEL J BLOCK | |
| Service Type | FedEx Priority Overnight | WHA | 15747 Angelica Drive | |
| Package Type | FedEx Pak | 2300 Glades Rd | ALVA FL 33920 US | |
| Zone | 02 | BOCA RATON FL 33431 US | | |
| Packages | 1 | | | |
| Rated Weight | 1.0 lbs, 0.5 kgs | Transportation Charge | | 7.86 |
| Delivered | Nov 30, 2022 12:51 | Fuel Surcharge | | 1.29 |
| Svc Area | A5 | Residential Delivery | | 5.30 |
| Signed by | see above | DAS Resi | | 5.20 |
| FedEx Use | 000000000/337475/02 | Total Charge | USD | \$19.65 |

Recipient Subtotal USD \$35.85

Ship Date: Nov 29, 2022 **Cust. Ref.:** RIVER HALL CDD 12.01.22 **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
Distance Based Pricing, Zone 2

| | | | | |
|-------------------|--------------------------|------------------------|--------------------------------|---------------|
| Automation | INET | Sender | Recipient | |
| Tracking ID | 770623471095 | Daphne Gillyard | Charlie Krebs | |
| Service Type | FedEx Priority Overnight | WHA | Hole Montes & Associates, Inc. | |
| Package Type | FedEx Pak | 2300 Glades Rd | 6200 WHISKEY CREEK DR | |
| Zone | 02 | BOCA RATON FL 33431 US | FORT MYERS FL 33919 US | |
| Packages | 1 | | | |
| Rated Weight | 1.0 lbs, 0.5 kgs | Transportation Charge | | 7.86 |
| Delivered | Nov 30, 2022 10:29 | Fuel Surcharge | | 0.55 |
| Svc Area | A1 | | | |
| Signed by | J.LOPEZ | Total Charge | USD | \$8.41 |
| FedEx Use | 000000000/337475/ | | | |

Ship Date: Nov 29, 2022 **Cust. Ref.:** RIVER HALL CDD 12.01.22 **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
Weather delay Thunderstorm.
Distance Based Pricing, Zone 2

| | | | | |
|-------------------|--------------------------|------------------------|------------------------------|---------------|
| Automation | INET | Sender | Recipient | |
| Tracking ID | 770623472253 | Daphne Gillyard | Gregory Urbancic, Esq. | |
| Service Type | FedEx Priority Overnight | WHA | Goodlette, Coleman & Johnson | |
| Package Type | FedEx Pak | 2300 Glades Rd | 4001 TAMIAMI TRL N STE 300 | |
| Zone | 02 | BOCA RATON FL 33431 US | NAPLES FL 34103 US | |
| Packages | 1 | | | |
| Rated Weight | 1.0 lbs, 0.5 kgs | Transportation Charge | | 7.86 |
| Delivered | Nov 30, 2022 14:16 | Fuel Surcharge | | 0.55 |
| Svc Area | A4 | | | |
| Signed by | K.KAREN | Total Charge | USD | \$8.41 |
| FedEx Use | 000000000/337475/ | | | |

Ship Date: Nov 29, 2022 **Cust. Ref.:** RIVER HALL CDD 12.01.22 **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
Weather delay Thunderstorm.
Distance Based Pricing, Zone 2
Package Delivered to Recipient Address Release Authorized

| | | | | |
|-------------------|--------------------------|------------------------|------------------------|--|
| Automation | INET | Sender | Recipient | |
| Tracking ID | 770623472540 | Daphne Gillyard | Robert Stark | |
| Service Type | FedEx Priority Overnight | WHA | River Hall CDD | |
| Package Type | FedEx Pak | 2300 Glades Rd | 17275 Walnut Run Drive | |
| Zone | 02 | BOCA RATON FL 33431 US | ALVA FL 33920 US | |
| Packages | 1 | | | |

Continued on next page



| | | | |
|--------------------------------------|-------------------------------------|-------------------------------------|----------------|
| Invoice Number 7-968-61626 | Invoice Date Dec 05, 2022 | Account Number [REDACTED] | Page 4 of 5 |
|--------------------------------------|-------------------------------------|-------------------------------------|----------------|

Tracking ID: 770623472540 continued

| | | | |
|--------------|---------------------|-----------------------|--------------------|
| Rated Weight | 1.0 lbs, 0.5 kgs | Transportation Charge | 7.86 |
| Delivered | Nov 30, 2022 14:04 | Fuel Surcharge | 1.29 |
| Svc Area | A5 | Residential Delivery | 5.30 |
| Signed by | see above | DAS Resi | 5.20 |
| FedEx Use | 000000000/337475/02 | Total Charge | USD \$19.65 |

| | | |
|--------------------------------|--|----------------|
| Ship Date: Nov 29, 2022 | Cust. Ref.: RIVER HALL CDD 12.01.22 | Ref.#2: |
| Payor: Third Party | Ref.#3: | |

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
 Weather delay Thunderstorm.
 Distance Based Pricing, Zone 2
 Package Delivered to Recipient Address Release Authorized

| | | | |
|-------------------|--------------------------|------------------------|--------------------------|
| Automation | INET | Sender | Recipient |
| Tracking ID | 770623472746 | Daphne Gillyard | Shane Willis |
| Service Type | FedEx Priority Overnight | WHA | 744 Fairlawn Ct |
| Package Type | FedEx Pak | 2300 Glades Rd | MARCO ISLAND FL 34145 US |
| Zone | 02 | BOCA RATON FL 33431 US | |
| Packages | 1 | | |
| Rated Weight | 1.0 lbs, 0.5 kgs | Transportation Charge | 7.86 |
| Delivered | Nov 30, 2022 17:58 | Fuel Surcharge | 0.92 |
| Svc Area | A5 | Residential Delivery | 5.30 |
| Signed by | see above | DAS Resi | 5.20 |
| FedEx Use | 000000000/337475/02 | Total Charge | USD \$14.08 |

| | | |
|--------------------------------|--|----------------|
| Ship Date: Nov 29, 2022 | Cust. Ref.: RIVER HALL CDD 12.01.22 | Ref.#2: |
| Payor: Third Party | Ref.#3: | |

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
 Weather delay Thunderstorm.
 Distance Based Pricing, Zone 2
 Package Delivered to Recipient Address Release Authorized

| | | | |
|-------------------|--------------------------|------------------------|-------------------------|
| Automation | INET | Sender | Recipient |
| Tracking ID | 770623473054 | Daphne Gillyard | Michael G. Morash |
| Service Type | FedEx Priority Overnight | WHA | River Hall CDD |
| Package Type | FedEx Pak | 2300 Glades Rd | 16044 Herons View Drive |
| Zone | 02 | BOCA RATON FL 33431 US | ALVA FL 33920 US |
| Packages | 1 | | |
| Rated Weight | 1.0 lbs, 0.5 kgs | Transportation Charge | 7.86 |
| Delivered | Nov 30, 2022 13:31 | Fuel Surcharge | 1.29 |
| Svc Area | A5 | Residential Delivery | 5.30 |
| Signed by | see above | DAS Resi | 5.20 |
| FedEx Use | 000000000/337475/02 | Total Charge | USD \$19.65 |

| | | |
|--------------------------------|--|----------------|
| Ship Date: Nov 29, 2022 | Cust. Ref.: RIVER HALL CDD 12.01.22 | Ref.#2: |
| Payor: Third Party | Ref.#3: | |

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
 Weather delay Thunderstorm.
 Distance Based Pricing, Zone 2
 Package Delivered to Recipient Address Release Authorized

| | | | |
|-------------------|--------------------------|------------------------|------------------------|
| Automation | INET | Sender | Recipient |
| Tracking ID | 770623473569 | Daphne Gillyard | KENNETH MITCHELL |
| Service Type | FedEx Priority Overnight | WHA | 3380 CHESTNUT GROVE DR |
| Package Type | FedEx Pak | 2300 Glades Rd | ALVA FL 33920 US |
| Zone | 02 | BOCA RATON FL 33431 US | |
| Packages | 1 | | |
| Rated Weight | 1.0 lbs, 0.5 kgs | Transportation Charge | 7.86 |
| Delivered | Nov 30, 2022 13:52 | Fuel Surcharge | 1.29 |
| Svc Area | A5 | Residential Delivery | 5.30 |
| Signed by | see above | DAS Resi | 5.20 |
| FedEx Use | 000000000/337475/02 | Total Charge | USD \$19.65 |



| | | | |
|-----------------------|---------------------|-----------------------|--------|
| Invoice Number | Invoice Date | Account Number | Page |
| 7-968-61626 | Dec 05, 2022 | | 5 of 5 |

Ship Date: Nov 29, 2022 **Cust. Ref.:** RIVER HALL CDD 12.01.22 **Ref.#2:**
Payor: Third Party **Ref.#3:**

Fuel Surcharge FedEx has applied a fuel surcharge of 18.75% to this shipment.
Weather delay Thunderstorm.
Distance Based Pricing, Zone 2
Package Delivered to Recipient Address Release Authorized

| | | | | |
|-------------------|--------------------------|------------------------|-------------------------|----------------|
| Automation | INET | Sender | Recipient | |
| Tracking ID | 770623474164 | Daphne Gillyard | Paul D. Asfour | |
| Service Type | FedEx Priority Overnight | WHA | River Hall CDD | |
| Package Type | FedEx Pak | 2300 Glades Rd | 17131 Easy Stream Court | |
| Zone | 02 | BOCA RATON FL 33431 US | ALVA FL 33920 US | |
| Packages | 1 | | | |
| Rated Weight | 1.0 lbs, 0.5 kgs | Transportation Charge | | 7.86 |
| Delivered | Nov 30, 2022 13:58 | Fuel Surcharge | | 1.29 |
| Svc Area | A5 | Residential Delivery | | 5.30 |
| Signed by | see above | DAS Resi | | 5.20 |
| FedEx Use | 000000000/337475/02 | Total Charge | USD | \$19.65 |

| | | |
|-----------------------------|------------|-----------------|
| Third Party Subtotal | USD | \$109.50 |
| Total FedEx Express | USD | \$145.35 |

Florida Painters of Lee County, Inc.
 240 Rose Street
 North Fort Myers FL 33903-3721
 239-997-2133



Invoice

Invoice #: 22-253 Riverhall Pres

Invoice Date: 11/28/2022

Due Date: 12/12/2022

539.455
 001

Billed To: River Hall CDD
 9220 Bonita Beach Rd. #214
 Bonita Springs FL 33917

Job Location: River Hall 2022 Pressure Wash
 River Hall Parkway
 Alva FL 33920

| Description of Work | Current Contract | Previous Billed | Total Complete | Balance to Bill | Current Billed |
|-----------------------------|------------------|-----------------|------------------|-----------------|----------------------|
| River Hall Pressure Washing | 12,000.00 | 0.00 | 12,000.00 | 0.00 | 12,000.00 |
| Totals: | 12,000.00 | | 12,000.00 | 0.00 | 12,000.00 |

Other Physical Environment
 Entry - Wall Maint.

Completed week of Nov. 21st

OK
 CA

Amount Due for This Invoice: \$12,000.00

WE DO ACCEPT VISA & MASTER CARD - HOWEVER, THERE IS A 3% CHARGE TO COVER FEES ON ALL TRANSACTIONS

Thank you for your business!

TERMS: Interest at 1.5% (18%ann.) will be added from the due date until paid. If litigation occurs, collection, attorney fees & court cost will be added.

GulfScapes Landscape
Management Svcs.
PO Box 8122
Naples, FL 34101 US
239-455-4911

Invoice 30931

539.464
001



BILL TO
River Hall CDD
c/o Wrathel, Hart, Hunt &
Associates, LLC
9220 Bonita Beach Rd., #214
Bonita Springs, FL 34135

| | | |
|---------------------------|---|-------------------------------|
| DATE 11/30/2022 | PLEASE PAY \$16,450.00 | DUE DATE 12/30/2022 |
|---------------------------|---|-------------------------------|

| DESCRIPTION | AMOUNT |
|---|-----------|
| Monthly Landscape Maintenance for November 2022 | 16,450.00 |

SW

TOTAL DUE **\$16,450.00**

THANK YOU.

LANDSCAPE MAINTENANCE



December 13, 2022
Invoice No. 89803
 Project No. 2015012

River Hall CDD
 c/o Wrathell, Hunt & Associates
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431
 Stephanie Schackmann

519.320
 001

River Hall CDD

For Services Rendered From November 1, 2022 to November 30, 2022

General Services - Attend board meeting, cor with Melissa Lawrence, Shane and Bob Stark on drainage pipes, cor with Lykins on no parking sign update, attend site review meeting with SFWMD, site visit to review lake bank per email of berm blowout,

02/03/2022 -
 Task 01- Stormwater Needs Analysis
 EST \$7,500.00

| | Hours | Rate | Amount |
|--------------------|--------------|--------|-------------------|
| Z-General Services | | | |
| Engineer VII | 8.00 | 170.00 | \$1,360.00 |
| Engineer V | 2.50 | 140.00 | \$350.00 |
| Subtotal | 10.50 | | \$1,710.00 |
| | 10.50 | | \$1,710.00 |

| Reimbursable | Amount |
|---------------------------|-----------------|
| Mileage | \$63.23 |
| Miscellaneous Expenses | \$40.40 |
| Total Reimbursable | \$103.63 |

Total Amount Due This Invoice **\$1,813.63**

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

| Outstanding Invoices | | | | | | |
|-----------------------------|------------|-----------------|---------------|---------------|---------------|-----------------|
| Invoice | | 0 - 30 | 31 - 60 | 61-90 | Over 90 | Balance |
| 89688 | 11/21/2022 | \$650.00 | \$0.00 | \$0.00 | \$0.00 | \$650.00 |
| Total Prior Billing | | \$650.00 | \$0.00 | \$0.00 | \$0.00 | \$650.00 |
| Total Interest Due | | | | | | \$0.00 |

Invoice 89803

Project 2015012 River Hall CDD

Total Prior Billing plus Interest Due

Total Now Due

Page 2 of 2

12/13/2022

\$650.00

\$2,463.63



November 21, 2022

Invoice No. 89688

Project No. 2015012

River Hall CDD
 c/o Wrathell, Hunt & Associates
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431
 Stephanie Schackmann

519.320
 001

River Hall CDD

For Services Rendered From October 1, 2022 to October 31, 2022

General Services - annual NPDES report, cor with Melissa Lawrence at SFWMD on FPL drainage patterns, schedule meeting with SFWMD staff to review site conditions, respond to Cleo's request for information, complete NOI application for Shane.

02/03/2022 -
 Task 01- Stormwater Needs Analysis
 EST \$7,500.00

| | Hours | Rate | Amount |
|--------------------------------------|-------------|--------|-----------------|
| Z-General Services | | | |
| Engineer VII | 2.00 | 170.00 | \$340.00 |
| Engineer VI | 2.00 | 155.00 | \$310.00 |
| Subtotal | 4.00 | | \$650.00 |
| | 4.00 | | \$650.00 |
| Total Amount Due This Invoice | | | \$650.00 |

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

GulfScapes Landscape
Management Svcs.
PO Box 8122
Naples, FL 34101 US
239-455-4911

Invoice 30828



BILL TO

River Hall CDD
c/o Wrathell, Hart, Hunt &
Associates, LLC
9220 Bonita Beach Rd., #214
Bonita Springs, FL 34135

| | | |
|--------------------|---------------------------------|------------------------|
| DATE 11/14/2022 | PLEASE PAY \$9,568.00 | DUE DATE 12/14/2022 |
|--------------------|---------------------------------|------------------------|

DESCRIPTION

AMOUNT

Provide labor and material to complete the following at River Hall:

- Install 1 - ACC2 Hunter irrigation controller in pedestal capable to run 78 station demanded. Price includes hand programming zones as needed, instillation of rain sensor, updating outdated decoders, and cell card with one year of cellular service. 9,568.00

TOTAL DUE

\$9,568.00

THANK YOU.

*Other physical environment OK
Irrigation Repairs
& Maint. CA*

GulfScapes Landscape Management Svcs.
PO Box 8122
Naples, FL 34101
239-455-4911



Proposal

ADDRESS

River Hall CDD
c/o Wrathell, Hart, Hunt & Associates,
LLC
9220 Bonita Beach Rd., #214
Bonita Springs, FL 34135

PROPOSAL # 3295
DATE 03/04/2022

DESCRIPTION

AMOUNT

Provide labor and material to complete the following at River Hall:

- Install 1 - ACC2 Hunter irrigation controller in pedestal capable to run 78 station demanded. Price includes hand programming zones as needed, instillation of rain sensor, updating outdated decoders, and cell card with one year of cellular service.

9,568.00

TOTAL

\$9,568.00

Accepted By

Accepted Date

6.30.22

To be installed October 2022

*Approved
by the Board*

Wrathell, Hunt & Associates, LLC

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

Invoice

| Date | Invoice # |
|-----------|-----------|
| 12/1/2022 | 2021-2405 |

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

| Description | Amount |
|---|------------|
| Management 512.311 001 | 3,750.00 |
| Assessment Methodology 513.310 | 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 5, 2023, at 3:30 p.m., at River Hall Town Hall Center, located at 3089 River Hall Parkway, Alva, Florida 33920.

Present were:

| | |
|-----------------|---------------------|
| Ken Mitchell | Chair |
| Robert Stark | Vice Chair |
| Paul D. Asfour | Assistant Secretary |
| Michael Morash | Assistant Secretary |
| Daniel J. Block | Assistant Secretary |

Also present were:

| | |
|-------------------------------|-------------------------------------|
| Chuck Adams | District Manager |
| Cleo Adams | District Manager |
| Shane Willis | Operations Manager |
| Greg Urbancic (via telephone) | District Counsel |
| Charlie Krebs | District Engineer |
| Grady Miars | GreenPointe |
| Ean Sims (via telephone) | SOLitude Lake Management (SOLitude) |
| Anthony Wilson | Resident |
| Leon Harrington | Resident |
| Jack Dunleavy | Resident |
| Mike Novak | Resident |
| Sally Shown | Resident |
| John Cassani | Public |
| Gary Stilwell | Public |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 3:31 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments (3 minutes per speaker)

41 Resident Tony Wilson reported that several parkway lights are out. He recalled prior
42 discussion about prohibiting parking and standing and noted the “No Parking” signs do not
43 state “No Standing.”

44 Mr. Urbancic stated the Parking Regulations set forth for the Parkway include both
45 parking and standing, though enforcement might be a challenge. Asked if it must be on the sign,
46 Mr. Urbancic stated it would be a good way to put people on notice.

47 Mr. Krebs was directed to add a decal to the existing signs referring to the Rule and to
48 include the definition of “standing” on the website.

49 Asked if additional signs are needed, Mr. Krebs discussed the locations and noted that
50 signs were placed in problem areas, including near the school and in construction areas.

51 A Board Member reported he received a lot of correspondence complaining about the
52 lack of enforcement by the CDD.

53 Mr. Willis stated the Community Patrol Officer advised that, while deputies can drive
54 through the CDD during problem times, they are not currently assigned to the CDD due to
55 special assignments as a result of Hurricane Ian.

56 Mr. Willis will ask the officer to call Mr. Mitchell.

57 Resident Leon Harrington complained that the construction gate near Cascades has
58 been down for two months; he contacted the HOA a year ago but received no response. He
59 noted that large trucks utilize the opening.

60 Mr. Mitchell recalled that Mr. David Kraizgrun, of the Developer Pinnacle, committed to
61 address the issue at the last meeting.

62 Discussion ensued regarding ownership of the lots, Developer interests and failure to
63 control access to the gate.

64 Mr. Mitchell stated he will call Mr. Kraizgrun.

65 Mr. John Cassani discussed recurring flooding on his five-acre property on the south side
66 of Oak Creek Road that abuts the north boundary of the CDD, due to stormwater discharging
67 from the CDD. He believes excavation for the Florida Power & Light (FPL) berm caused it. In his
68 opinion, the M3 ditch and the FPL berm are not maintained, which causes recurring flooding
69 and storm debris near the M3 crossing. He met with Ms. Melissa Roberts, of the South Florida
70 Water Management District (SFWMD) and requested a meeting with all affected parties. He is

71 working with a hydrogeologist and believes that the CDD is exceeding its permitted discharge.
72 He asked for the breach to be filled in or restored to its historic elevation.

73 Discussion ensued regarding documentation, the hydrogeologist’s findings, stormwater
74 discharge, compliance, historic flows and a proposed future County rehydration project.

75 Mr. Stark thought that addressing the maintenance issue of overgrowth clogging the
76 drainage ditch area might partially mitigate the issue in the short term.

77 Mr. Krebs estimated that repairs to bring the two depressions in the FPL berm up to the
78 adjacent grade and stabilize those areas would likely be \$10,000 or less.

79 Water flow, control structures and the proposed solutions were discussed in relation to
80 a displayed map.

81 Mr. Cassani stated he will support a solution that brings the area up to the historic 13’
82 elevation.

83

On MOTION by Mr. Morash and seconded by Mr. Asfour, with all in favor, filling in the Texas Crossing, installing sod and maintaining the ditch, in a not-to-exceed amount of \$10,000, was approved.

87

88

89 Oak Creek resident Gary Stilwell discussed the water flow path, locations of the breach
90 and the Texas Crossing, in relation to the map.

91 Resident Mike Novak submitted a written records request for meeting minutes.

92

93 **THIRD ORDER OF BUSINESS**

Developer Update

94

95 Mr. Miars provided the following update:

96 ➤ Sales are strong for the year, with 115 sales in River Hall Country Club (RHCC) and 124
97 sales at Hampton Lakes.

98 ➤ The average price in RHCC is just under \$500,000 and the average price in Hampton
99 Lakes is just under \$440,000.

100 ➤ Pulte sold 55 homes in RHCC and 52 in Hampton Lakes.

101 ➤ Lennar sold 60 homes in RHCC and 72 in Hampton Lakes.

102 ➤ Good, but not great sales, are anticipated in the next year; builders are closing on lots in
103 the community today.

- 104 ➤ The details of the bond issuance will be discussed in February.
- 105 ➤ 195 50' lots will be sold in Hampton Lakes. A larger berm will be installed to separate
106 the community from the canal.
- 107 ➤ Parcels C, H and K, to be included in the CDD issuance, include 195 lots in Hampton
108 Lakes and 115 lots in RHCC; existing debt will be paid off and new bonds issued for those lots.
- 109 Resident Shally Shown asked how interest rates are affected. Mr. Miars did not have
110 the information; it will not affect existing homeowners and will only affect homebuyers of the
111 new lots to be developed.
- 112 ➤ Fencing in Portico damaged by the storm will be replaced beginning on Tuesday, at
113 Lennar's expense. Temporary structures will be installed to restrict vehicular traffic; contractors
114 were advised not to trespass in unauthorized areas.
- 115 Discussion ensued regarding the ownership, number and size of assessable lots.
- 116 Mr. Miars stated that builders in Southwest Florida set records for home sales, while
117 sales were very poor in other states.
- 118 Regarding the upcoming bond payoff and refinance, Mr. Miars stated the former
119 documents will terminate and new documents will be issued with the same requirements; the
120 same performance bond with the County will apply. Mr. Urbancic stated the process will be the
121 same as for the last bond issuance for the new project; the payoff will occur before new bonds
122 are issued, as with the prior project.
- 123 Discussion ensued regarding the Completion Agreement and use of bond funds for the
124 2020 Project.
- 125 Mr. Urbancic stated the Revised Supplemental Engineer's Report will define the scope of
126 the 2023 Project. The project cost will exceed the amount of the bond issuance. The balance of
127 the project funds will be spent down and will fund completion, per the Completion Agreement.
- 128 Mr. Asfour asked how much of the total 2020 Project is complete, based on the
129 Engineer's Report. Mr. Urbancic stated the project has not been declared complete.
- 130 Mr. Miars stated Mr. Krebs will opine on pending certifications.
- 131 Mr. Asfour asked for an update regarding security for the 2020 Project. Mr. Miars stated
132 the permits are still pending due to storm-related delays.
- 133 Mr. Stark asked if there is an exhibit showing the Southern Crossing. Mr. Miars stated an
134 Envera card system will be installed.

135 Discussion ensued regarding the need to limit access to the area across the canal and
136 the need to replace a cattle gate with a better deterrent.

137 Regarding the fence, Mr. Willis stated that extensive permit delays are common due to
138 the hurricane.

139 Mr. Mitchell stated residents reported trespassers entering Portico and Hampton Lakes
140 through yards and asked Staff to be persistent in addressing the issue.

141

142 **FOURTH ORDER OF BUSINESS**

**Presentation of Construction and Permit
Plans for Assessment Areas #3 and #4**

143

144

145 This item was discussed in conjunction with the Third Order of Business.

146

147 **FIFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of November 30, 2022**

148

149

150 Mr. Adams presented the Unaudited Financial Statements as of November 30, 2022. He
151 will research the \$20,404 "Due to Developer" line item.

152 Mrs. Adams stated a contractor will reimburse the CDD for a \$50 late fee paid in error.
153 While GulfScapes issued a credit that reduced its \$4,500 invoice to \$3,330, the original invoice
154 was paid; GulfScapes will transmit a check to the CDD for the difference.

155 Mr. Adams stated a "Hurricane clean-up" line item was added, on Page 3, and \$8
156 remaining in the Series 2011 Capital Projects Fund will be written off.

157

158 **On MOTION by Mr. Stark and seconded by Mr. Asfour, with all in favor, the**
159 **Unaudited Financial Statements as of November 30, 2022, were accepted.**

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162 **SIXTH ORDER OF BUSINESS**

**Approval of December 1, 2022 Regular
Meeting Minutes**

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165 Mr. Mitchell presented the December 1, 2022 Regular Meeting Minutes. The following
166 change was made:

167 Line 147: Change "Krebs" to "Miars"

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On MOTION by Mr. Stark and seconded by Mr. Block, with all in favor, the December 1, 2022 Regular Meeting Minutes, as amended, were approved.

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SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Engineer: *Hole Montes*

There was no report.

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

There was no report.

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

- **NEXT MEETING DATE: February 2, 2023 at 3:30 P.M.**

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the February 2, 2023 meeting.

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

Mr. Willis presented the December Field Operations Report, noted the following:

- Electrical repairs were made at the meter box and power supply at the Bell Tower.

- The entry fountain will be repaired by Friday, January 13, 2023.

Mr. Mitchell will be invited to observe the fountain repairs.

- Eight phone calls were received regarding hogs attracted by acorns. Traps were moved as requested and residents were encouraged to treat their yards for grubs.

Mrs. Adams stated MRI inspected the two Hampton Boulevard projects where there was flooding due to drainage backup. An Agreement was executed to clean four pipes because of blockage by some bricks.

Mrs. Adams stated the Wetland #30 Berm Restoration Project will be scheduled during the dry season. Mr. Asfour stated he will email the names of additional contractors so that more competitive bids can be requested.

A Board Member complimented the sidewalk and tree trimming project results.

EIGHTH ORDER OF BUSINESS

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

Mr. Stilwell asked how to submit a public records request. Mr. Adams asked for the request to be as specific as possible; it should be emailed to info@riverhallcdd.org.

203

204 **NINTH ORDER OF BUSINESS**

Supervisors' Comments/Requests

205

206 Regarding whether the Completion Agreement stipulates a date by which infrastructure
207 must be complete and funds expended, Mr. Urbancic will email the Agreement to Mr. Asfour.

208 Mr. Asfour noted that the Completion Agreement is between the CDD and RH Ventures
209 3; if the project is not completed, the CDD will have to sue RH Ventures 3, which has no assets.
210 Mr. Urbancic stated that the CDD will typically sue the Landowner. Mr. Adams stated the CDD
211 only acts as collection agent for the funds; the bondholders typically make a decision when and
212 whom to sue and some reserve funds would likely be utilized as security, in that regard.

213 Regarding broken slats in the fence on the Parkway, Mr. Willis stated he contacted three
214 vendors and all were too busy to confirm a date for service.

215 Mrs. Adams stated she observed another broken slat on the decorative fence and a
216 damaged street light at the entrance.

217 Mr. Mitchell stated he observed a resident allowing her dog to swim in the lake near
218 Hole #8 and noted the absence of signs in the area. Mr. Adams stated it is prohibited in the
219 Covenants and Restrictions.

220 Discussion ensued regarding vandalism during the last month.

221 Mr. Miars was asked to file police reports for the damage at the basketball, bocce ball
222 and pickleball courts and the restroom at the Parkway. While the police responded to the
223 Parkway restroom when residents chased the vandals at 3:00 a.m., the police took no action.

224

225 **TENTH ORDER OF BUSINESS**

Adjournment

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On MOTION by Mr. Asfour and seconded by Mr. Stark, with all in favor, the meeting adjourned at 4:49 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

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 |
|---------------------------------|----------------------------------|---------|
| October 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
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Wrathell, Hunt and Associates, LLC

TO: River Hall CDD Board of Supervisors
FROM: Shane Willis – Operations Manager
DATE: February 2, 2023
SUBJECT: Status Report – Field Operations

Landscape Activities:

- Pine Straw was installed last week
- Palms were trimmed 3 weeks ago
- Lakes/ Drainage areas will be mowed in the month of February
- All plants, ground cover, Trees and Palms will be fertilized in the month of February
- Hard woods were trimmed last month
- Trash along the roads is being picked up twice a week, Tuesdays and Fridays
- Irrigation is running 3 days a week, no issues with system
- Trimming of plants are on schedule
- Grass is mowed every other week this month, goes back to every week on March 1, 2023

Electrical Repairs: Staff identified numerous up lights and outlets that were damaged (unsure of cause but likely Hurricane damage), repairs cost will be approximately \$3,500.00. **Partially completed with the remainder scheduled for completion before 2.15.23**

Damaged Street Lamp: The street lamp was removed the week of November 21st. 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 and will take approximately twelve weeks for delivery.

Entry Fountain: As reported at the November meeting, the East side exit fountain was inoperable. Staff has placed under contract for repairs before 1.15.23. Total cost \$5,464.73. **Completed 1.18.2023**

Website: Supervisor email addresses were corrected. Latest minutes posted December 1, 2022. January minutes to be posted anytime.

Cascades Construction Gate: Email sent to Dave Kraizgrun sent on 1.9.2023 requesting repairs be made, not response. 1.10.2023 Phone call to the Pinnacle was not returned.

Swine Solutions: One trap currently in CE15 and one in Wetland 30. To date the trapper has removed **35** adult hogs and **5** juveniles.

Berm Restoration Project: As previously discussed, repairing the berm area adjacent to Wetland #30 will be scheduled during the dry season. Total Cost \$5K.

Portico Boundary Fence: Lee County has denied the permit, Charlie to brief at meeting

- Agreement with Carter Fence has been executed - Total cost: \$80,950.00
- LDO has been submitted to the County
- Two landscape proposals have been received however both quotes do not match the scope of work requested; currently sourcing others. Approximate cost \$40K.

Builder Silt Fences: Ongoing issue, Staff has contacted multiple builders and HOAs about ensuring silt fences are installed properly, as required by the County to protect the District's stormwater system.