

Rivers Edge III
Community Development District

August 19, 2020

AGENDA

***Rivers Edge III
Community Development District
Revised Agenda***

Wednesday
August 19, 2020
5:00 p.m.

Meeting Via Zoom
Dial-in: (646) 876-9923
Online: <https://www.zoom.us/join>
Meeting ID #: 972 2899 3712
Passcode: 285378
Website: www.RiversEdge3CDD.com

Audit Committee Meeting

- I. Call to Order
- II. Approval of Auditor Selection Evaluation Criteria
- III. Other Business
- IV. Adjournment

Board of Supervisors Meeting

- I. Call to Order
- II. Public Comment
- III. Affidavit of Publication
- IV. Approval of Minutes of the July 15, 2020 Meeting
- V. Acceptance of the Audit Committee's Recommendation and Authorization to Issue an RFP
- VI. Consideration of Agreements for Website Creation, Maintenance and Auditing
 - A. Agreement with VGlobalTech for Website Creation and Performing Quarterly Audits
 - B. Amendment to Agreement with GMS for Monthly Website Maintenance

- VII. Public Hearings
 - A. Public Hearing for the Purpose of Adopting the Fiscal Year 2020 Budget
 - 1. Consideration of Resolution 2020-37, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2020
 - B. Public Hearing for the Purpose of Adopting the Fiscal Year 2021 Budget
 - 1. Consideration of Resolution 2020-38, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2021
 - 2. Developer Funding Agreement for Fiscal Year 2021
- VIII. Consideration of Memorandum of Understanding with the St. Johns County Property Appraiser Regarding Confidential Information
- IX. Consideration of Declaration of Covenants Related to Parcel 26
- X. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager – Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2021
- XI. Financial Reports
 - A. Balance Sheet and Income Statement
 - B. Consideration of Funding Request No. 2
- XII. Supervisors' Requests and Audience Comments
- XIII. Next Scheduled Meeting – September 16, 2020 at 9:30 a.m.
- XIV. Adjournment

THIRD ORDER OF BUSINESS

THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING HELD DURING PUBLIC HEALTH
EMERGENCY DUE TO COVID-19 TO CONSIDER THE ADOPTION OF THE
FISCAL YEAR 2019/2020 AND THE FISCAL YEAR 2020/2021 BUDGETS;
AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

RIVERS EDGE III CDD
475 WEST TOWN PLACE, SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 48211
AD# 0003290313-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF HEARING** in the matter of **ADOPT FY 2020-2021 BUDGET** was published in said newspaper on **07/27/2020, 08/03/2020**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

The Board of Supervisors ("Board") of the Rivers Edge III Community Development District ("District") will hold public hearings on August 19, 2020 at 5:00 p.m. for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the remainder of the fiscal year ending September 30, 2020 ("Fiscal Year 2019/2020") and the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

It is anticipated that the public hearings and meeting will take place at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. In the event that the COVID-19 public health emergency prevents the hearings and meeting from occurring in-person, the District may conduct them by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-62, 20-69 and 20-150, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2, Florida Statutes. A copy of the agenda and Proposed Budgets, as well as information about how the public hearings and meeting will be held, may be obtained by contacting the offices of the District Manager, Governmental Management Services, 475 West Town Place, Suite 114 St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"), during normal business hours, or by visiting the District's website at www.RiversEdge3CDD.com.

While it may be necessary to hold the above-referenced public hearings and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can obtain the remote conference information (Zoom Application Link and/or Call-In Number) by visiting the District's Website or contacting the District Manager's Office, both identified above. Participants are strongly encouraged to submit questions and comments to the District Manager's Office by email at jperry@gmsn.com or by calling (904) 940-5850 by August 18, 2020 at 3:00 p.m. in advance of the meeting to facilitate the Board's consideration of such questions and comments during the meeting.

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the public hearings or meeting.

Any person requiring special accommodations at this meeting and/or public hearings or requiring assistance connecting to any communications media technology because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting and public hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jim Perry
District Manager

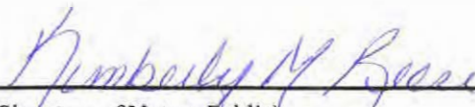
0003290313 July 27, August 3, 2020

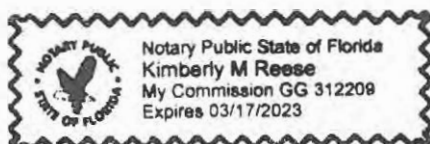
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this _____ day of **AUG 03 2020**

by  who is personally known to
me or who has produced as identification


(Signature of Notary Public)



THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE III CDD
475 WEST TOWN PLACE, SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 48211
AD# 0003298982-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **AUDIT COMMITTEE MTG 8/19/20** was published in said newspaper on **08/11/2020**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this 11 day of AUG 11 2020

by [Signature] who is personally known to
me or who has produced as identification

[Signature]
(Signature of Notary Public)

RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC MEETING
HELD DURING PUBLIC HEALTH
EMERGENCY DUE TO COVID-19

Notice is hereby given that the Rivers Edge III Community Development District ("District") Audit Committee meeting will be held on Wednesday, August 19, 2020 at 5:00 p.m. A regular Board of Supervisors ("Board") meeting will also be held at that time, where the Board may consider any business that may properly come before it ("Meeting"). The Meeting will be conducted remotely, by Zoom media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-179 issued by Governor DeSantis, including any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes. Electronic copies of the agendas may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnf.com ("District Manager's Office") and are also expected to be available on the District's website, www.RiversEdge3CDD.com. Should conditions allow the Meetings to occur in person, they will be held at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida.

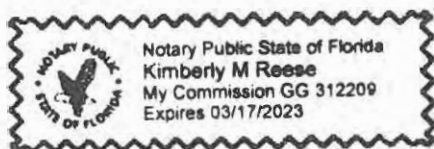
While it is anticipated to be necessary to hold the above referenced Meetings utilizing Zoom media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen to and/or participate in the Meeting and obtain information about how the meeting will occur should refer to the District's website or contact the District Manager's, both identified above. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager at least 24 hours in advance at (904) 940-5850 or jperry@gmsnf.com to facilitate the Board's consideration of such questions and comments during the Meetings. The Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meetings may be continued to a date, time, and place to be specified on the record at such Meetings.

Any person requiring special accommodations at the Meetings because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TDD) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone or by Zoom, please contact the District Manager's office at (904) 940-5850 or jperry@gmsnf.com for further accommodations.

James Perry
District Manager
0003298982 August 11, 2020



MINUTES

MINUTES OF MEETING
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rivers Edge III Community Development District was held on Wednesday, July 15, 2020 at 9:30 a.m. using *Zoom* media technology pursuant to Executive Orders 20-52, 20-69 and 20-150 issued by Governor DeSantis, including any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*.

Present and constituting a quorum were:

Jason Sessions	Former Chairman
Jacob O'Keefe	Chairman
DJ Smith	Vice Chairman
Jason Thomas	Supervisor
Chris Henderson	Supervisor

Also present were:

Jim Perry	District Manager
Lauren Gentry	District Counsel
Jennifer Kilinski	District Counsel
Ryan Stilwell	District Engineer
Justin Rowan	MBS Capital Markets, LLC
Jason Davidson	Vesta
Marcy Pollicino	Vesta
Ernesto Torres	GMS, LLC

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order at 9:30 a.m.

SECOND ORDER OF BUSINESS

Public Comment

Mr. Fred Baron stated I recently asked the community for their opinion of the 1,741 homes, of which 104 are the townhomes for the future development being looked at, at a \$60 million-dollar bond. I asked to find out whether my concerns were also their concerns, and if it was a shared feeling amongst the community and the overwhelming response was that there is going to be a significant impact onto the amenity center and wondering whether or not another amenity center would be developed. I want to come back to that in a moment. My initial

concerns were focused on the school districts and lots of land being looked at for the school district. I was under the assumption that the three parcels would be an elementary, a middle and a high school. Two of the plots that are being planned for are in CDD number three, so I reached out to Nicole Cubbedge, who is the executive director of planning and government relationships this past week and I learned a lot about the various parcels. Plot number 11, which is outside CDD number three along Keystone Corners, is slated for an elementary school. That is going to hold about 750 to 1,000 students. Lot number 33 in CDD number three is slated for a middle school at about 1,000 students and lot number 36 also in CDD number three is slated for an elementary school of 750 students. I asked Nicole whether or not there was adequate building space to be able to build on those parcels, and the overwhelming response was, yes there is. My concern was when you're building a community with this many houses, do you have that infrastructure to also support a high school, or as my initial assumption was the middle school lot was going to be a high school and I saw no football field or anything else for activities. I found out the high school that is planned along the Parkway is going to expand to a high school and take some of that pressure off Bartram High School. I ask the panel of members today, before looking at going forward on this bond and the development to look at a few items. One is, what are we doing with the community and the amenities? The community loves the idea of a lazy river if you're looking at an amenity. The other thing was they'd like to see a bigger gym, or an expansion on the gym. They were really wondering if it is possible to also consider what is happening with the visitor center. Is that, or is that not going to get converted into a future amenity? The second one was the infrastructure and the roadway planned for State Road 13. If it's possible in the design to look at that, and also consider the roadway structure to make sure there are adequate roads when you're looking at power, sewer, water, because right now Bartram is going through that expansion to the entranceway to the high school. The last thing is the accessways and the roadways for cart pass and things like that. Whether or not you can get from that community to the amenities, or are you just relying on the roadway itself? The community was wondering why the Watersong amenity center stopped and the rumor going around is there is now a two-year delay. So, the question is why start this project if you're already delaying the infrastructure of a future of amenity center.

Mr. Perry responded in regard to bonds that are being considered by this District, they would be placed on the lands within the boundaries of CDD number three, so it doesn't financially impact CDD number one or two at all. In regard to the capital improvement plan that is currently contemplated, there is about \$8 million worth of recreation amenities related to CDD number three. That number can fluctuate up or down depending on market conditions. In regard to the District itself, it's a financing mechanism for the development of the community. Most of the questions you're asking are really related to Mattamy, zoning issues of the County, and planning of the County. This Board doesn't address those type of issues. The amenities are shared through an interlocal agreement between all three districts, so the usage of amenities from residents in CDD I is contemplated to continue to CDD number II and III going forward.

Mr. Fred Baron stated apparently that is not so for Watersong?

Mr. Perry responded no, that's separate.

THIRD ORDER OF BUSINESS

Affidavit of Publication

A copy of the affidavit of publication for the public hearing and meeting was included in the agenda package.

FOURTH ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Louis Cowling

On MOTION by Mr. Henderson seconded by Mr. Thomas with all in favor Louis Cowling's resignation was accepted with regrets.

B. Consideration of Appointing New Supervisor to Fill the Vacancy

On MOTION by Mr. Thomas seconded by Mr. Henderson with all in favor appointing D.J. Smith to the Board of Supervisors was approved.

On MOTION by Mr. Henderson seconded by Mr. Sessions with all in favor appointing Jacob O'Keefe to the Board of Supervisors was approved.

C. Oath of Office

Mr. Perry, being a Notary Public of the State of Florida, administered an oath of office to Mr. Smith and Mr. O'Keefe.

Mr. Sessions resigned from the Board of Supervisors effective immediately.

On MOTION by Mr. Thomas seconded by Mr. Henderson with all in favor Jason Session's resignation was accepted with regrets.

D. Consideration of Resolution 2020-34, Designating Officers

Mr. Perry stated I would like the Board to consider having from my office Ernesto Torres as Treasurer and Assistant Secretary, myself as Secretary and Assistant Treasurer, and Jim Oliver as Assistant Secretary. We would ask you to also consider who you would like for a Chairman and Vice Chairman and the remaining supervisors would be Assistant Secretaries.

On MOTION by Mr. Henderson seconded by Mr. O'Keefe with all in favor resolution 2020-34 designating Mr. O'Keefe as Chairman and Mr. Smith as Vice Chairman, with the remaining slate of officers designated as read into the record above was approved.

FIFTH ORDER OF BUSINESS

Minutes

A. Approval of the Minutes of the June 10, 2020 Board of Supervisors Meeting

There were no comments on the minutes.

On MOTION by Mr. Henderson seconded by Mr. O'Keefe with all in favor the minutes of the June 10, 2020 meeting were approved.

B. Acceptance of the Minutes of the June 10, 2020 Landowners Election

There were no comments on the minutes.

On MOTION by Mr. Henderson seconded by Mr. O'Keefe with all in favor the minutes of the June 10, 2020 landowners meeting were accepted.

SIXTH ORDER OF BUSINESS

Financing Matters

A. Consideration of Resolution 2020-35, Ratifying Use of Updated Master Assessment Methodology Report

Ms. Gentry stated subsequent to the last meeting it was discovered a small change to the report was needed. We have used the updated report for purposes of sending out notices for today's hearing. The change was related to adding an extra product type and assigning a methodology by which that product type would receive assessments if it was built.

Mr. Perry stated it was just contemplated to give the District a little more flexibility. Originally, we did not have anticipated amounts for the 30-39' lot. At this time there are no planned units, but it does give flexibility in the future.

On MOTION by Mr. O'Keefe seconded by Mr. Henderson with all in favor Resolution 2020-35, ratifying use of the updated master special assessment methodology report was approved.

B. Public Hearing on the Imposition of Special Assessments; Consideration of Resolution 2020-36, Equalizing and Levying Debt Assessments

On MOTION by Mr. Henderson seconded by Mr. Smith with all in favor the public hearing was opened.

Ms. Gentry stated please confirm that notice was given by mail and by publication as required by Florida Statutes for this public hearing.

Mr. Perry stated yes, they were.

Ms. Gentry stated at your last meeting you initiated the financing process for debt assessments. The Board adopted a declaring resolution, which declared your intent to levy assessments and set a public hearing, which is what we're here for today. We're proceeding in our process to facilitate issuing bonds to finance the capital improvement plan some time in the future. We're here to levy master assessment liens for this project, which say for the property that is subject to this lien, these are the maximum assessment levels they could potentially receive. First, I will ask Mr. Stilwell to briefly describe his report and the master project described in it.

Mr. Stilwell stated the engineer's report is for the master area in CDD III. The board has reviewed the report and we have not made any changes to the report since the last meeting. The majority of the report is based on the construction of the minor connector roadways, the stormwater systems that accommodate that roadway and the infrastructure throughout the District, the multipurpose fields, potential future amenity and pocket parks throughout the District, as well as master landscaping.

Ms. Gentry asked based on your experience, are the cost estimates in the engineer's report reasonable and proper?

Mr. Stilwell responded yes.

Ms. Gentry asked could you read us that total improvement cost?

Mr. Stilwell responded \$46,830,593.11.

Ms. Gentry asked do you have any reason to believe that the capital improvement plan as described in your report cannot be carried out by the District?

Mr. Stilwell responded no.

Ms. Gentry stated next I would ask Jim to describe the assessment methodology report and any changes that have been made.

Mr. Perry stated the master special assessment methodology report, other than the change as previously noted for the 30-39' lots is the same as previously provided to the Board. The report itself takes the construction improvement plan just discussed by the District Engineer and spreads it to the different product types that are anticipated for completion within the District boundaries. At this point in time, there is a townhouse product as well as single family homes. The approximate anticipated bond issue if all of the infrastructure was bonded, would be approximately \$60,245,000 and it provides for the maximum annual debt service related to that, along with the allocation of debt to each of those product types.

Ms. Gentry asked in your professional opinion, do the lands subject to the assessments receive special benefits from the master improvement plan?

Mr. Perry responded they do.

Ms. Gentry asked are the master assessments reasonably apportioned among the lands subject to those special assessments?

Mr. Perry responded they are.

Ms. Gentry asked is it reasonable, proper and just to assess the cost of the master improvement plan as a system of improvements against the lands of the District in accordance with your methodology?

Mr. Perry responded it is.

Ms. Gentry asked is it your opinion the special benefits the land will receive as set forth in the final assessment roll will be equal to, or in excess of, the maximum master assessments on that land when allocated as described in your methodology?

Mr. Perry stated they will.

Ms. Gentry asked is it your opinion that it is in the best interest of the District that the master assessments be paid and collected in accordance with the methodology and the District's assessment resolutions?

Mr. Perry stated yes.

Ms. Gentry stated at this time we will open the floor for any comments from the public.

Mr. Fred Baron asked is the consideration of a rotary part of CDD number three, or not?

Mr. Stilwell stated there is a roundabout at State Road 13 that is part of CDD III.

Mr. Fred Baron stated in the past we had a change in the rotary that happened in front of the amenity center so were the considerations of that considered as part of the budgetary and work scope necessary for this roundabout in State Road 13?

Mr. Stilwell stated all of the costs have been developed based on meeting current FDOT criteria for the roundabout on State Road 13.

Mr. Fred Baron stated the other part of the consideration is the cut in early in the project to allow the flow of traffic to be understood by the public instead of at the last minute of a cut in on the rotary to allow that smooth traffic flow adjusted before the houses are built.

Ms. Gentry gave an overview of Resolution 2020-36, a copy of which was included in the agenda package.

On MOTION by Mr. Henderson seconded by Mr. Smith with all in favor Resolution 2020-36, equalizing and levying debt assessments was approved.

On MOTION by Mr. Henderson seconded by Mr. Thomas with all in favor the public hearing was closed.

SEVENTH ORDER OF BUSINESS

Consideration of Agreement with the St. Johns County Tax Collector for Use of the Uniform Method of Collection

Mr. Perry stated I would ask that this agreement be approved in substantial form because there are some amendments that are going through in regard to classified properties.

On MOTION by Mr. O'Keefe seconded by Mr. Thomas with all in favor the St. Johns County Tax Collector agreement was approved in substantial form.

EIGHTH ORDER OF BUSINESS Discussion of the Fiscal Year 2021 Budget

This item was a placeholder. Mr. Perry noted the budget is set to be adopted at the August meeting.

NINTH ORDER OF BUSINESS Staff Reports

A. District Counsel

Ms. Gentry informed the Board a validation hearing is scheduled for August 31, 2020.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager

There being nothing to report, the next item followed.

TENTH ORDER OF BUSINESS Approval of Check Register

Mr. Perry stated the check register totals \$4,189.38.

On MOTION by Mr. O’Keefe seconded by Mr. Smith with all in favor the check register was approved.

ELEVENTH ORDER OF BUSINESS Supervisors’ Requests and Audience Comments

There being none, the next item followed.

TWELFTH ORDER OF BUSINESS Next Scheduled Meeting – August 19, 2020 at 5:00 p.m. at the RiverTown Amenity Center

THIRTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Smith seconded by Mr. O’Keefe with all in favor the Meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

RIVERS EDGE III CDD

AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required. (E.g., the existence of any natural disaster plan for business operations)

5. *Price.* (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

SIXTH ORDER OF BUSINESS

A.

AGREEMENT BETWEEN THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A VGLOALTECH, FOR WEBSITE BUILD/REMEDATION AND QUARTERLY AUDITING SERVICES

THIS AGREEMENT (this “**Agreement**”) is entered into as of this ____ day of _____, 2020, by and between:

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”), and

NEWAGETUTORS LLC, D/B/A VGLOALTECH, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information (“**Website**”); and

WHEREAS, the District has a need to obtain a qualified independent contractor to build a new Website compliant with the accessibility requirements of Title II of the Americans with Disabilities Act (“**ADA**”), which ADA accessibility requirements and standards may change from time to time, and to routinely audit the Website to ensure continued compliance with the ADA, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, “**Services**”); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

SECTION 2. SCOPE OF WORK. Contractor shall provide the Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include the following:

A. EXISTING WEBSITE REMEDIATION/NEW WEBSITE BUILD. Contractor shall either

perform a one-time conversion and remediation of the existing Website or build a new Website, which shall meet all compliance requirements under the ADA and compliance requirements based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, “WCAG”). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website and/or perform ADA website compliance check for the current Website, as applicable, and create a project plan to provide an ADA compliant Website that meets, at minimum, the currently effective WCAG standards. The District has elected to require Contractor to build a new website;
- ii. cross-check compatibility of the Website with various web applications, including but not limited to mobile phones, tablets, laptop computers, desktop computers, and braille readers and other assistive technologies for accessibility;
- iii. convert up to two (2) years of accumulation of existing PDF documents to accessible formats for assistive technologies, as needed;
- iv. provide a webpage containing a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District’s engagement of Contractor for ADA-specific services, in an effort to create Website ADA compliance, the accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems (collectively, “**Accessibility Policy**”);
- v. provide Contractor’s ADA compliance shield, seal or certification for display on the Website (“**Compliance Shield**”); and
- vi. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA.

B. QUARTERLY TECHNOLOGICAL AND HUMAN AUDITS. Contractor shall perform, or cause to be performed, at least four (4) quarterly technological and human audits per year to ensure Website’s compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any. Contractor shall renew, on a quarterly basis, the Digital Asset Technical Compliance Seal and the Human Audit Seal (collectively, “**Audit Seals**”) on the Website.

C. ADDITIONAL SERVICES. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change

order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing additional audit(s) of the Website;
- ii. providing a point of contact to respond to public's requests for Website accommodation;
- iii. converting documents for public records requests received by the District;
- iv. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. While providing the Services, Contractor may sub-contract certain portions of the Services ("**Sub-Contracted Services**"); provided however, Contractor shall remain responsible ensuring completion of all Services, including the Sub-Contracted Services, in accordance with the terms provided in this Agreement and **Exhibit A**.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. EXISTING WEBSITE REMEDIATION/NEW WEBSITE BUILD. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay a one-time fee of **Two Thousand Three Hundred Seventy-Five Dollars (\$2,375.00)**. Contractor shall invoice the District upon completion of the initial work provided in Section 2(A).

B. QUARTERLY TECHNOLOGICAL AND HUMAN AUDITS. For performance of the Services as provided in Section 2(C) of this Agreement, the District shall pay **One Thousand Six Hundred Dollars (\$1,600.00)** per year, payable in equal, quarterly installments of Four Hundred Dollars (\$400.00).

C. INVOICES; PAYMENT. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

SECTION 4. TERM AND TERMINATION.

A. TERM. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this

Agreement.

B. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such Website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor

shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY POLICY. Pursuant to this Agreement, the Contractor shall provide the District with a Compliance Shield, applicable Audit Seal(s), and customized Accessibility Policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield and/or applicable Audit Seal(s) for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield and/or applicable Audit Seal(s) for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is James Perry ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure

requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, JPERRY@GMSNF.COM, OR AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

SECTION 8. INDEMNITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents (including, but not limited to Lighthouse Central Florida, Inc., or any other company or individual performing human audits as required by Section 2(C) of this Agreement) in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

C. In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide

indemnification to the District consistent with the requirements of this Section 8.

SECTION 9. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 10. GENERAL PROVISIONS.

A. CONFLICTS. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

B. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

C. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either

party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of St. Johns County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

G. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: NewAgeTutors LLC
d/b/a VGlobalTech
636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Rivers Edge III Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

K. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

L. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time

for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH**, a Florida limited
liability company

Print Name:

By: Vaibhav V. Joshi, Manager

Exhibit A: Proposal for Services

Exhibit A
Proposal for Service

3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

Together we are now able to provide not one but two compliance seals for all our customers:

1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), Section 508 of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

Cost for Audit: \$400 / per audit

- Can be paid yearly for all 4 audits (\$1600) or can be paid per audit every quarter \$400
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

This proposal includes following points, stipulations terms and conditions:

B.

**AMENDMENT TO AGREEMENT FOR DISTRICT MANAGEMENT
SERVICES BETWEEN RIVERS EDGE III COMMUNITY DEVELOPMENT
DISTRICT AND GOVERNMENTAL MANAGEMENT SERVICES, LLC**

This First Amendment to the *Agreement for District Management Services* (the “**Amendment**”) is made and entered into this ____ day of August 2020, by and between:

Rivers Edge III Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located entirely within St. Johns County, Florida, and with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

Governmental Management Services, LLC, a Florida limited liability company, with offices located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**Manager**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District and the Manager previously entered into that certain *Agreement for District Management Services*, dated April 15, 2020 (the “**Agreement**”); and

WHEREAS, pursuant to Section 189.069, *Florida Statutes*, the District is required to develop and maintain an official internet website containing certain information required by such section for the purposes of providing web-based access to the public for the information and documentation of the District;

WHEREAS, under the Agreement, the Manager agrees to provide, among other services, “website services consistent with the requirements of Chapters 189 and 190, *Florida Statutes*, including required regulatory compliance with the ADA and other laws” (the “**Website Services**”); and

WHEREAS, the Parties wish to amend the Agreement to provide greater specificity regarding the scope of the Website Services.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Manager hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Amendment.

2. **SCOPE OF WEBSITE SERVICES.** The Website Services shall include the following:

- Website Creation: The Manager shall create, or present to the District a proposal from a third-party firm to create, a website which satisfies the requirements of Chapter 189 and

190, *Florida Statutes*, and ensure the website's regulatory compliance under the ADA and other federal law and rulemaking, including but not limited to the Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Cost of the initial website creation is not included in the Agreement, and performance of such website creation is contingent upon the District's approval and funding of the Manager's website-creation services or approval and execution of an agreement with a third-party firm.

- **Monthly Maintenance:** The Manager shall host and maintain the District's website consistent with the above-referenced legal requirements. Specifically, Manager shall:
 - Ensure that new documents and other content, including but not limited to image, video and audio files, uploaded to the District's website are in accessible formats for assistive technologies, including but not limited to new agenda materials, audit reports, meeting minutes, and other documents required or requested to be added to the website;
 - Update the District's Accessibility Policy (as defined herein), which may need to be updated from time to time as legal and regulatory conditions change, for display and use on the website. Said "**Accessibility Policy**" shall contain, at a minimum:
 - a commitment to accessibility for persons with disabilities,
 - the District's engagement of Manager for ADA-specific services in an effort to maintain the website's ADA compliance,
 - the accessibility standard used and applied to the website (which shall be, at a minimum, WCAG), and
 - contact information for the Manager or their designee (email and phone number) for users encountering any problems;
 - Secure a domain name and provide hosting with fail-over, automated, and regular back-up measures to ensure continued functionality and accessibility of the website (collectively, "**Hosting**"). Hosting shall also include, but not be limited to, a minimum of 15GB of file space, 20Mbps download speed and 5 Mbps upload speed, and 95% website uptime, or better, calculated on an annual basis;
 - Respond to the public's requests for website accommodation and provide the necessary assistive support consistent with case law, insurance requirements and regulatory requirements/legal conditions;
 - Provide for the long-term storage of electronic data in compliance with all applicable Florida laws regarding records retention; and
 - Provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Website Services contemplated by this provision.
- **Quarterly Audits:** Manager shall perform, or cause to be performed, at least four (4) quarterly technological and/or human audits per year to ensure the website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the website. Manager shall remediate any deficiencies identified during each audit within thirty (30) days (or sooner if required by court order or another agreement), and provide a written report to the District summarizing the audit and remediations made, if any. The

cost of the quarterly technological and/or human audits is not included in the Agreement and performance is contingent upon the District's approval and funding of the Manager's performance of such audit services or approval and execution of an agreement with a third-party firm.

3. **AUTHORITY.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Amendment, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Amendment.

4. **CONFLICTS.** The Agreement remains in full force and effect, except to the extent expressly amended pursuant to this Amendment.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers to be effective as of the day and year first above written.

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Witness

By:
Name:
Title:

Attest:

**GOVERNMENTAL MANAGEMENT
SERVICES, LLC**

Name: _____
Title: _____

By:
Name:
Title:

SEVENTH ORDER OF BUSINESS

A.

Rivers Edge 3 Community Development District

Fiscal Year 2020 Approved Budget



Rivers Edge 3

Community Development District

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General Fund

Budget

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Narrative

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Rivers Edge 3

Community Development District

Approved FY 2020 Budget

Revenues

Developer Contributions	\$	544,367
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Total Revenues

\$	544,367
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Expenditures

Administrative

Engineering	\$	1,875
Attorney	\$	2,500
Management Fees	\$	15,000
Assessment Administration	\$	2,500
Telephone	\$	50
Postage	\$	175
Printing & Binding	\$	250
Insurance	\$	2,877
Legal Advertising	\$	1,500
Other Current Charges	\$	250
Office Supplies	\$	125
Dues, Licenses & Subscriptions	\$	100
Website design/compliance	\$	1,250

Total Administrative

\$	28,452
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Field Operations

Cost Share RE (Landscaping)	\$	265,828
Cost Share RE (Amenity)	\$	250,087

Total Field

\$	515,915
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Total Expenditures

\$	544,367
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Excess Revenues (Expenditures)

\$	-
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Rivers Edge III
Community Development District
General Fund

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Engineering Fees

The District's engineering firm, Prosser, Inc, will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel, Hopping Green and Sams, will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Assessment Administration

Annual fee to Governmental Management Services, LLC for preparation of Assessment Roll.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance (FIA). The amount is based upon prior year's premiums.

Legal Advertising

The District is required to advertise various notices for Board meetings, public hearings etc. in a newspaper of general circulation.

Rivers Edge III
Community Development District
General Fund

Other Current Charges

This includes bank charges and any other miscellaneous expenses that are incurred during the year by the District.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Community Affairs for \$175. This is the only expense under this category for the District.

Website Design/Compliance

Cost related to District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Field Operations:

Cost Share- Landscaping Rivers Edge

Shared costs with Rivers Edge CDD for landscaping. Cost share is based on future development and estimated costs.

Cost Share- Amenity Rivers Edge

Shared costs with Rivers Edge CDD for amenities. Cost share is based on future development and estimated costs.

1.

RESOLUTION 2020-37

THE ANNUAL APPROPRIATION RESOLUTION OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge III Community Development District (“District”) was established by Ordinance 2020-7, enacted by the Board of County Commissioners of St. Johns County, Florida on March 3, 2020, and effective March 5, 2020; and

WHEREAS, the District Manager has, at the first meeting of the Board of Supervisors (“Board”) of the District, submitted a proposed budget (“**Proposed Budget**”) for the remainder of the fiscal year beginning October 1, 2019, and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT:

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Rivers Edge III Community Development District for the Fiscal Year Ending September 30, 2020."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

There is hereby appropriated out of the revenues of the District, for the remainder of Fiscal Year 2019/2020, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
--------------------	----

TOTAL ALL FUNDS \$

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19TH DAY OF AUGUST, 2020.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A
Adopted Budget

B.

***Rivers Edge III
Community Development District***

Fiscal Year 2021 Approved Budget



Rivers Edge III

Community Development District

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Budget

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Narrative

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Rivers Edge III

Community Development District

Approved FY 2021 Budget

Revenues

Developer Contributions	\$	436,013
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Total Revenues

\$	436,013
-----------	----------------

Expenditures

Administrative

Engineering	\$	1,875
Attorney	\$	15,000
Management Fees	\$	15,000
Assessment Administration	\$	2,500
Telephone	\$	50
Postage	\$	175
Printing & Binding	\$	250
Insurance	\$	2,877
Legal Advertising	\$	1,500
Other Current Charges	\$	250
Office Supplies	\$	125
Dues, Licenses & Subscriptions	\$	175
Website design/compliance	\$	1,250

Total Administrative

\$	41,027
-----------	---------------

Field Operations

Cost Share RE (Landscaping)	\$	137,373
Cost Share RE (Amenity)	\$	257,613

Total Field

\$	394,986
-----------	----------------

Total Expenditures

\$	436,013
-----------	----------------

Excess Revenues (Expenditures)

\$	-
-----------	----------

Rivers Edge III
Community Development District
General Fund

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Engineering Fees

The District's engineering firm, Prosser, Inc, will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel, Hopping Green and Sams, will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Assessment Administration

Annual fee to Governmental Management Services, LLC for preparation of Assessment Roll.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance (FIA). The amount is based upon prior year's premiums.

Legal Advertising

The District is required to advertise various notices for Board meetings, public hearings etc. in a newspaper of general circulation.

Rivers Edge III
Community Development District
General Fund

Other Current Charges

This includes bank charges and any other miscellaneous expenses that are incurred during the year by the District.

Office Supplies

Miscellaneous office supplies.

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The District is required to pay an annual fee to the Department of Community Affairs for \$175. This is the only expense under this category for the District.

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Cost related to District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Field Operations:

Cost Share- Landscaping Rivers Edge

Shared costs with Rivers Edge CDD for landscaping. Cost share is based on future development and estimated costs.

Cost Share- Amenity Rivers Edge

Shared costs with Rivers Edge CDD for amenities. Cost share is based on future development and estimated costs.

1.

RESOLUTION 2020-38

THE ANNUAL APPROPRIATION RESOLUTION OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Rivers Edge III Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020, and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Rivers Edge III Community Development District for the Fiscal Year Ending September 30, 2021."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$
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TOTAL ALL FUNDS	\$
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SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not

increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 19TH DAY OF AUGUST, 2020.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A
Adopted Budget

2.

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2020/2021 FUNDING AGREEMENT

This agreement (“**Agreement**”) is made and entered into this ____ day of August, 2020, by and between:

Rivers Edge III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, (“**District**”) and located in St. Johns County, Florida with a mailing address of c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092, and

Mattamy Jacksonville LLC, a Delaware limited liability company and a landowner in the District (“**Developer**”) with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

RECITALS

WHEREAS, the District was established by Ordinance No. 2020-7 of the St. Johns County Board of County Commissioners, effective March 5, 2020, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein (“**Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021 Budget**”); and

WHEREAS, this Fiscal Year 2020/2021 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the Fiscal Year 2020/2021 Budget anticipates expenditures for payments to be made by the District under the *Tri-Party Interlocal and Cost-Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities* (“**Interlocal Agreement**”), and also anticipates expenditures for payments to be made by the Developer; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the

Fiscal Year 2020/2021 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**, including those payments due under the Interlocal Agreement; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, including payments due under the Interlocal Agreement, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2020/2021 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing affect the District's ability to levy special assessments upon the property within the District, including any property owned by the Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budget or otherwise. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2020/2021 Budget" in the public records of St. Johns County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2020/2021 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against

the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

3. **ALTERNATIVE COLLECTION METHODS.** In the event the Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides the Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser. The Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD-PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, the Developer may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. The Developer shall give 90 days' prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Agreement, or the work contemplated herein, may be public records and shall be treated as such in accordance with Florida law.

12. **LIMITATION OF LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**Rivers Edge III Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

Mattamy Jacksonville, LLC,
a Delaware limited liability company;

Witness

By: _____
Its: _____

EXHIBIT A: Property Description

EXHIBIT B: Fiscal Year 2020/2021 Budget

EXHIBIT A

Property Description

A & J Land Surveyors, Inc.

5847 Luella Street

Jacksonville, Florida 32207

Telephone (904) 346-1733 Fax (904) 346-1736

Jon Bowan, PLS Jeff Ward, PLS

RiverTown

CDD 3 Parcel

Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, and being also lying within Lots 2 and 3, CLAREMONT Tract, which lies within the Francis P. Fatio Grant, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the most southeasterly corner of BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, and run thence, the following six (6) courses:

Course No. 1: run thence, North 67°28'06" East, departing from aforesaid BARTRAM PLANTATION PHASE TWO boundary, a distance of 67.77 feet, to a point;

Course No. 2: run thence, North 48°52'07" East, a distance of 67.73 feet, to a point;

Course NO. 3: run thence, North 35°22'42" East, a distance of 750.01 feet, to a point;

Course No. 4: run thence, North 29°03'57" East, a distance of 140.74 feet, to a point;

Course No. 5: run thence, North 19°14'03" East, a distance of 78.57 feet, to a point;

Course No. 6: run thence North 10°58'43" East, a distance of 222.77 feet, to a point on the southerly Right of Way line of GREENBRIAR ROAD, (formerly known as STATE ROAD No. 11 and/or BOMBING RANGE ROAD, a variable width Public Road Right of Way, as per Right of Way Map prepared by St. Johns County Surveying and mapping Program, dated April 19, 1999); run thence South 77°13'29" East, along said southerly Right of Way line of GREENBRIAR ROAD, a distance of 300.83 feet, to a point on the monumented westerly boundary of GREENBRIAR SECTION ONE, as recorded in Map Book 14, pages 57 and 58, of the Public Records of said St. Johns County, Florida; run thence, along the westerly line of said GREENBRIAR SECTION ONE, and then along the monumented westerly line of a tract of land formerly owned by the United States of America, (acquired by Condemnation Suit 602-J, Civil), and the same being the easterly line of lands described in Official Records Book 702, page 989 (Parcel 4), of the Public Records of St. Johns County, Florida; run thence, along last said line the following two (2) courses and distances:

Course No. 1: run thence, South 35°18'11" West, a distance of 1,258.39 feet, to a point;

Course No. 2: run thence, South 00°00'46" West, a distance of 5,903.67 feet, to the monumented southwesterly corner of last said lands; run thence South 77°09'41" East, along the southerly line of a tract of land formerly owned by the United States of America, (acquired by Condemnation Suit 602-J, Civil), and the same being the northerly line of lands described in Official Records Book 702, page 989 (Parcel 4), of the Public Records of St. Johns County, Florida, a distance of 4,607.42 feet, to a point; run thence, the following fifty-seven (57) courses and distances:

Course No. 1: run thence, South 24°05'46" West, a distance of 1,005.35 feet, to a point;

Course No. 2: run thence, South 00°29'55" West, a distance of 449.34 feet, to a point;

Course No. 3: run thence, South 11°21'40" West, a distance of 379.59 feet, to a point;

Course No. 4: run thence, South 59°12'52" West, a distance of 671.93 feet, to a point;

Course No. 5: run thence, South 63°31'14" East, a distance of 448.92 feet, to a point, on the arc of a curve, leading southeasterly;

Course No. 6: run thence, southeasterly, along and around the arc of a curve, being concave northeasterly, and having a radius of 300.00 feet, through a central angle of 33°05'48" to the left, an arc distance of 173.29 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 80°04'08" East, 170.90 feet;

Course No. 7: run thence, North 83°22'57" East, along last said tangency, a distance of 232.62 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 8: run thence, northeasterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of 30°06'17" to the left, an arc distance of 157.63 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North 68°15'57" East, 155.82 feet;

Course No. 9: run thence, North 53°12'48" East, along last said tangency, a distance of 902.30 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 10: run thence, northeasterly, along and around the arc of a curve, being concave southerly, and having a radius of 550.00 feet, through a central angle of 54°13'27" to the right, an arc distance of 520.51 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North 80°19'31" East, 501.31 feet;

Course No. 11: run thence, South 72°33'45" East, along last said tangency, a distance of 142.76 feet, to a point;

Course No. 12: run thence, South 17°26'15" West, a distance of 100.00 feet, to a point;

Course No. 13: run thence, South 32°32'33" West, a distance of 64.88 feet, to a point;

Course No. 14: run thence, South $48^{\circ}52'26''$ West, a distance of 89.32 feet, to a point;

Course No. 15: run thence, South $12^{\circ}31'09''$ East, a distance of 86.15 feet, to a point;

Course No. 16: run thence, South $15^{\circ}52'52''$ West, a distance of 54.18 feet, to a point;

Course No. 17: run thence, North $83^{\circ}22'53''$ West, a distance of 81.94 feet, to a point;

Course No. 18: run thence, South $57^{\circ}44'09''$ West, a distance of 31.24 feet, to a point;

Course No. 19: run thence, South $03^{\circ}39'53''$ East, a distance of 29.87 feet, to a point;

Course No. 20: run thence, South $06^{\circ}18'56''$ West, a distance of 91.70 feet, to a point;

Course No. 21: run thence, South $10^{\circ}27'23''$ East, a distance of 49.55 feet, to a point;

Course No. 22: run thence, South $54^{\circ}43'22''$ West, a distance of 17.02 feet, to a point;

Course No. 23: run thence, South $87^{\circ}11'45''$ West, a distance of 83.24 feet, to a point;

Course No. 24: run thence, North $51^{\circ}09'39''$ West, a distance of 40.25 feet, to a point;

Course No. 25: run thence, North $27^{\circ}13'03''$ West, a distance of 33.80 feet, to a point;

Course No. 26: run thence, North $37^{\circ}53'50''$ East, a distance of 57.84 feet, to a point;

Course No. 27: run thence, North $39^{\circ}27'54''$ West, a distance of 83.19 feet, to a point;

Course No. 28: run thence, North $13^{\circ}21'39''$ West, a distance of 20.73 feet, to a point;

Course No. 29: run thence, North $22^{\circ}47'49''$ West, a distance of 66.10 feet, to a point;

Course No. 30: run thence, North $43^{\circ}13'12''$ West, a distance of 41.54 feet, to a point;

Course No. 31: run thence, North $12^{\circ}50'15''$ West, a distance of 55.19 feet, to the point of curvature, of a curve, leading northwesterly;

Course No. 32; run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 15.00 feet, through a central angle of $77^{\circ}25'58''$ to the left, an arc distance of 20.27 feet, to the point of tangency, of last said curve, last said arc being subtended by a chord bearing and distance of North $51^{\circ}33'14''$ West, 18.76 feet;

Course No. 33: run thence, South $89^{\circ}43'48''$ West, along last said tangency, a distance of 31.94 feet, to a point;

Course No. 34: run thence, North $61^{\circ}08'37''$ West, a distance of 47.41 feet, to the point of curvature, of a curve, leading westerly;

Course No. 35: run thence, westerly, along and around the arc of a curve, being concave southerly, and having a radius of 15.00, through a central angle of $69^{\circ}43'18''$ to the left, an arc distance of 18.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $83^{\circ}59'44''$ West, 17.15 feet;

Course No. 36: run thence, South $49^{\circ}08'05''$ West, along last said tangency, a distance of 60.87 feet, to a point;

Course No. 37: run thence, South $80^{\circ}21'55''$ West, a distance of 25.62 feet, to a point;

Course No. 38: run thence, South $59^{\circ}11'39''$ West, a distance of 32.41 feet, to a point;

Course No. 39: run thence, South $33^{\circ}27'03''$ West, a distance of 24.29 feet, to a point;

Course No. 40: run thence, South $75^{\circ}04'23''$ West, a distance of 99.94 feet, to a point;

Course No. 41: run thence, South $53^{\circ}12'48''$ West, a distance of 541.61 feet, to the point of curvature, of a curve, leading southerly;

Course No. 42: run thence, southerly, along and around the arc of a curve, being concave easterly, and having a radius of 20.00 feet, through a central angle of $90^{\circ}00'00''$ to the left, an arc distance of 31.42 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $08^{\circ}12'48''$ West, 28.28 feet;

Course No. 43: run thence, South $36^{\circ}47'12''$ East, a distance of 133.10 feet, to the point of curvature, of a curve, leading southeasterly;

Course No. 44: run thence, southeasterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 400.00 feet, through a central angle of $30^{\circ}28'12''$ to the right, an arc distance of 212.72 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South $21^{\circ}33'06''$ East, 210.22 feet;

Course No. 45: run thence, South $06^{\circ}18'59''$ East, along last said tangency, a distance of 702.14 feet, to the point of curvature, of a curve, leading southwesterly;

Course No. 46: run thence, southwesterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of $58^{\circ}31'15''$ to the right, an arc distance of 306.42 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South $22^{\circ}56'38''$ West, 293.27 feet;

Course No. 47: run thence, South $52^{\circ}12'16''$ West, along last said tangency, a distance of 95.64 feet, to the point of curvature, of a curve, leading southwesterly;

Course No. 48: run thence, southwesterly, along and around the arc of a curve, being concave southeasterly, and having a radius of 300.00 feet, through a central angle of $30^{\circ}17'46''$ to the left, an arc distance of 158.63 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South $37^{\circ}03'23''$ West, 156.79 feet;

Course No. 49: run thence, South 21°54'27" West, along last said tangency, a distance of 151.73 feet, to the point of curvature, of a curve, leading southerly;

Course No. 50: run thence, Southerly, along and around the arc of a curve, being concave easterly, and having a radius of 500.00 feet, through a central angle of 42°22'56" to the left, an arc distance of 369.85 feet, to a point, last said arc being subtended by a chord bearing and distance of South 00°42'59" West, 361.48 feet;

Course No. 51: run thence, South 69°31'29" West, departing from last said arc, a distance of 100.00 feet, to a point, on the arc of a curve, leading northerly;

Course No. 52: run thence, northerly, along and around the arc of a curve, being concave easterly, and having a radius of 600.00 feet, through a central angle of 02°51'35" to the right, an arc distance of 02°51'35" to the right, an arc distance of 29.95 feet, to a point, last said arc being subtended by a chord bearing and distance of North 19°02'43" West, 29.95 feet;

Course No. 53: run thence, South 69°21'44" West, departing from last said arc, a distance of 143.03 feet, to a point;

Course No. 54: run thence, South 85°59'26" West, a distance of 226.33 feet, to a point;

Course No. 55: run thence, South 79°31'49" West, a distance of 204.53 feet, to a point;

Course No. 56: run thence, South 40°20'58" West, a distance of 304.15 feet, to a point;

Course No. 57: run thence, South 63°03'16" West, a distance of 525.37 feet, to a point on the northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid northeasterly Right of Way line of STATE ROAD No. 13, the following four (4) courses and distances:

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave westerly, and having a radius of 1,491.25 feet, through a central angle of 59°41'20" to the left, an arc distance of 1,553.54 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 16°44'45" West, 1,484.23 feet;

Course No. 2: run thence, North 46°35'25" West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading westerly;

Course No. 3: run thence westerly, along and around the arc of a curve, being concave southerly, and having a radius of 2,914.90 feet, through a central angle of 42°24'00" to the left, an arc distance of 2,157.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 67°47'25" West, 2,108.20 feet;

Course No. 4: run thence, North 88°59'25" West, along last said tangency, a distance of 136.96 feet; thence departing from the aforesaid northeasterly Right of Way line of STATE ROAD No. 13, run the following eighteen (18) courses and distances:

Course No. 1: run thence, North 51°46'02" West, a distance of 108.71 feet, to a point;

Course No. 2: run thence, North 28°34'09" West, a distance of 217.98 feet, to a point;

Course No. 3: run thence, North 45°29'39" West, a distance of 582.53 feet, to a point;

Course No. 4: run thence, North 14°47'42" West, a distance of 382.17 feet, to a point;

Course No. 5: run thence, North 25°36'05" West, a distance of 222.60 feet, to a point;

Course No. 6: run thence, North 37°16'32" West, a distance of 251.19 feet, to a point;

Course No. 7: run thence, North 15°04'45" West, a distance of 454.83 feet, to a point;

Course No. 8: run thence, South 69°56'52" West, a distance of 500.85 feet, to a point;

Course No. 9: run thence, South 78°34'06" West, a distance of 591.54 feet, to a point;

Course No. 10: run thence, North 10°08'34" West, a distance of 500.54 feet, to a point;

Course No. 11: run thence, North 05°08'54" East, a distance of 343.48 feet, to a point;

Course No. 12: run thence, South 86°38'10" West, a distance of 131.22 feet, to a point;

Course No. 13: run thence South 32°15'18" West, a distance of 417.65 feet, to a point;

Course No. 14: run thence, South 80°37'31" West, a distance of 371.02 feet, to a point;

Course No. 15: run thence, North 73°41'07" West, a distance of 151.04 feet, to a point;

Course No. 16: run thence, South 79°35'36" West, a distance of 270.11 feet, to a point;

Course No. 17: run thence, North 46°58'09" West, a distance of 330.95 feet, to a point;

Course No. 18: run thence, North 86°04'53" West, a distance of 283.56 feet, to a point, on the easterly Right of Way line of STATE ROAD No. 13; run thence, along the aforesaid easterly Right of Way line of STATE ROAD No. 13, the following three (3) courses and distances:

Course No. 1: run thence, North 12°11'31" East, a distance of 638.25 feet, to the point of curvature, of a curve leading northerly;

Course No. 2: run thence northerly, along and around the arc of a curve, being concave westerly, and having a radius of 2,914.89 feet, through a central angle of 20°40'00" to the right, an arc distance of 1,051.41 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 01°51'31" East, 1,045.71 feet;

Course No. 3: run thence, North 08°28'29" West, along last said tangency, a distance of 2,119.40 feet, to a point on the monumented southerly line of lands described and recorded in Deed Book "K", page 347 of the Public Records of

said St. Johns County, Florida; run thence, along last said line, and also being the southerly line of those lands described and recorded in Official Records Book 878, page 1283 of the Public Records of St. Johns County, Florida, the following two (2) courses and distances:

Course No. 1: run thence, South 88°11'16" East, a distance of 288.50 feet, to a point;

Course No. 2: run thence, North 54°15'52" East, a distance of 4,016.06 feet, to a point, said point also lying on the southerly boundary of BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, recorded in Map Book 46, pages 78 through 89 of the Public Records of St. Johns County, Florida; run thence, South 89°20'59" East, along last said line, a distance of 883.58 feet, to the aforesaid most southeasterly corner of BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, and the POINT OF BEGINNING.

The lands thus described contains 43,087,062 square feet, or 989.14 acres, more or less, in area.

EXHIBIT B

Fiscal Year 2020/2021 General Fund Budget

EIGHTH ORDER OF BUSINESS

MEMORANDUM OF UNDERSTANDING
BETWEEN THE ST. JOHNS COUNTY PROPERTY APPRAISER
AND RIVERS EDGE III CDD

This Memorandum of Understanding ("MOU") dated July 21, 2020 is made between the Rivers Edge III Community Development District, a local unit of special purpose government ("District"), and the St. Johns County Property Appraiser, a constitutional officer of the State of Florida ("Property Appraiser"). The parties agree as follows:

WHEREAS, the parties have a need for Property Assessment Records and GIS digital data for operation of certain functions; and

WHEREAS, the Property Appraiser receives requests pursuant to Chapter 119, Florida Statutes, to protect information that is confidential and exempt from public disclosure; and

WHEREAS, the Property Appraiser redacts Property Assessment Records and GIS digital data based on such requests; and

WHEREAS, the District requires access to the unredacted Property Assessment Records and GIS digital data for proper functioning of governmental functions; and

WHEREAS, the parties desire to protect information that is confidential and exempt from disclosure pursuant to Florida Statutes.

NOW THEREFORE, the parties agree as follows:

1. The recitals above are hereby incorporated and made a part of this MOU.
2. The Property Appraiser will update and maintain the Property Assessment Records and GIS ownership data to protect the information that has been identified as confidential and exempt from public disclosure pursuant to Section 119.071(4)d.2., Fla. Stat., or other applicable Statute ("Exempt Information") and will include a reference to the statutory citation under which the exemption is being claimed. During the regularly scheduled update, the Property Appraiser, will save a file containing all data (both exempt and non-exempt); the file will be placed in a secure location with access available to the District. The Property Appraiser will be responsible for creating, maintaining and hosting the secure location available to the District. The data will be made available in a file format deemed appropriate by the Property Appraiser according to the nature of the data and placed in the secure folder created, maintained and hosted by the Property Appraiser. The Property Appraiser will provide credentials for access to the secure location and the District assumes responsibility for restricting access to data provided.
3. The District will update and maintain the data to protect the Exempt Information and will include a reference to the statutory citation under which the exemption is being claimed.
4. The District will share the confidential data corresponding to the confidential and exempt Property Assessment Records and GIS ownership data provided by the Property Appraiser, with the District and its statutorily authorized district manager, including the statutory citation under which the exemption is being claimed.

5. The parties agree to maintain the Exempt Information as confidential and exempt from public disclosure pursuant to Florida Statutes.

6. The parties agree to implement, maintain and update appropriate security measures and permissions within their respective networks to ensure that confidential data is only accessible by appropriate employees or agents in full compliance with Florida Law and administrative regulations. In addition, each party agrees to provide its employees with appropriate training to ensure the lawful access and use of such confidential information.

7. The parties agree to provide the redacted records and the applicable statutory exemption identified by the Property Appraiser and the District when responding to a public records request that would include any portion of the Exempt Information.

8. Each party agrees to be responsible for the negligent acts of its officers, agents and employees. As between the parties, subject to the limitation of Section 768.28 Fla. Stat. Each party assumes the responsibility for the intentional or negligent acts or omissions of its employees. This provision shall not be deemed a waiver of the sovereign immunity afforded the parties by Florida law, the provisions of Section 768.28 Fla. Stat. or a consent to be sued by third parties.

9. This MOU may be terminated immediately by any party upon written notification to the other parties. Any dispute or conflict between the parties that arises from the implementation of the Agreement shall be provided in writing to representatives of the parties. The representatives shall meet to discuss disputed issue(s) and attempt in good faith to resolve such dispute(s).

10. Any modifications to this MOU must be made in writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be signed by their respective duly authorized officers.

ST. JOHNS COUNTY PROPERTY APPRAISER

Eddie Creamer, PROPERTY APPRAISER

RIVERS EDGE III

District Chairman

NINTH ORDER OF BUSINESS

Prepared By/Return To:

Jennifer L. Kilinski, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this “Declaration”) is made effective as of _____, 2020, by Mattamy Jacksonville LLC, a foreign limited liability company (collectively, with its successors and assigns, the “Declarant”).

WITNESSETH:

WHEREAS, the Rivers Edge III Community Development District (the “District”) is a legally created, duly organized, and validly existing special district under the provisions of Chapter 190, *Florida Statutes*;

WHEREAS, the District engages in various construction, operation and maintenance activities that generally benefit properties located both within the RiverTown Development of Regional Impact (the “Development”), including, but not limited to, stormwater management and maintenance, landscape maintenance, parks and recreational activities, roadway construction and enhancement activities and other operation and maintenance activities (the “Operation and Maintenance Activities”);

WHEREAS, the Declarant is the owner of certain residential lots, described in Exhibit A attached hereto (the “Lots”), that are partially located outside of the District’s boundaries but within the Development and which nevertheless benefit from the Operation and Maintenance Activities of the District;

WHEREAS, the Declarant recognizes that although the Lots are located partially outside of the boundaries of the District, the Lots benefit from the Operation and Maintenance Activities of the District in the same way as residential lots that are wholly located within the District and therefore should contribute their proportionate share of the costs of the District’s Operation and Maintenance Activities and although the Lots are in small part located within the Rivers Edge Community Development District (“District 1”), the Lots primarily are located within, and directly benefit from, the District’s Operation and Maintenance Activities;

WHEREAS, to ensure an equitable distribution of the costs associated with the Operation and Maintenance Activities performed by the District that benefit both the Lots and residential lots located within the District, the Declarant wishes to impose certain covenants, conditions, and restrictions upon the Lots;

NOW, THEREFORE, the Declarant hereby declares that all of the Lots, and any portion thereof that shall be subsequently transferred, sold, conveyed, leased, hypothecated, encumbered, used, occupied, and improved, shall be subject to the covenants, conditions, and restrictions set forth below, which shall run with the Lots and be binding on all parties having any right, title, claim or interest in all or any portion of the Lots, their heirs, legal and personal representatives, successors, transferees and assigns, and which shall inure to the benefit of the District and its respective successors, heirs, and assigns.

1 Definitions.

- 1.1 “Assessments” mean the annual assessments imposed by this Declaration upon the Lots as a binding covenant running with title to each Lot.
- 1.2 “Declarant” means Mattamy Jacksonville LLC, a foreign limited liability company.
- 1.3 “Declaration” means the covenants, conditions, and restrictions and all other provisions set forth in this entire document, and in any duly adopted amendments hereto.
- 1.4 “District” means the Rivers Edge III Community Development District.
- 1.5 “Lot” or “Lots” means those lots identified in Exhibit A attached hereto.
- 1.6 “Operation and Maintenance Activities” means construction, operation and maintenance activities performed by the District from time to time as funded from the District’s general fund budget, which activities Declarant has determined provide a direct and continuing benefit to the Lots and which include but are not limited to stormwater management and maintenance, landscape maintenance, parks and recreational activities, roadway construction and enhancement activities and other operation and maintenance activities.
- 1.7 “Owner” means any person or entity owning any interest in any portion of the Lots, together with their successors, heirs, and assigns, and shall also include all persons or entities claiming any right, title, or interest in any portion of the Lots by, through, or under such Owner.
- 1.8 “Plat” means _____ recorded in Plat Book ___, Pages ___ through ___, public records of St. Johns County, Florida.

2 Assessments.

- 2.1 Establishment. Each Owner of a Lot, by accepting the conveyance of said Lot, covenants and agrees to all of the terms and provisions of this Declaration,

specifically including but not limited to the Owner's obligation to pay Assessments to the District as described in Section 2.3 below.

- 2.2 Continuing Lien and Personal Obligation. All Assessments together with interest thereon and costs of collection therefor shall be a charge and continuing lien on the Lot and improvements thereon of the Owner, against whom each such Assessment is made. Each such Assessment, together with interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment first became due and payable. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessment until paid. This is in addition to any debt service assessments levied against said Lot.
- 2.3 Calculation and Collection. The Assessments applicable to any particular Lot shall be imposed annually on October 1 of each year and shall be delinquent if not paid by March 31 of the following year. The amount of each annual assessment shall be fixed and determined as specified in the District's annual assessment resolution. Any Assessment not paid by March 31 of the following year shall be delinquent and shall be, together with interest thereon and cost of collection thereof, a continuing lien on the Lot. The District may record a notice of lien for delinquent Assessments in the public records and foreclose the lien in the same manner as a mortgage as provided by Florida law. Upon recording, the lien shall secure the amount of delinquency stated therein, interest, costs of collection, and all unpaid Assessments thereafter until satisfied of record. If the Assessment is not paid on the due date, the Assessment shall bear interest from the due date at the maximum rate permitted by law.
- 2.4 Duration. The covenants and restrictions of this Declaration shall run with and bind the Lots and shall inure to the benefit of and be enforceable by the District until _____, 2070, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless at least one (1) year before the then scheduled termination date an instrument signed by a two-thirds majority of the affected Owners and the District is recorded in the Official Records of St. Johns County, Florida, changing or terminating said covenants and restrictions in whole or in part.
- 2.5 No Waiver. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any of the Operation and Maintenance Activities or by the abandonment of the Lot against which the Assessment was made.
- 2.6 Subordination of the Lien to Mortgagee's Rights. The lien of the Assessment provided for herein is unequivocally subordinate to the lien of any first mortgage to an institutional lender placed upon a Lot prior to the recording of a notice of lien. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of the Lot pursuant to a foreclosure.

Such subordination does not include debt service assessments which may be imposed on the Lot.

- 2.7 Other Assessments and Charges. The Assessments are in addition to, and not in lieu of any assessments, charges, fees, fines or other levies which may be imposed upon the Lots by any homeowners association, property owners association, general government or special district as may be permitted by law.

3 Enforcement.

- 3.1 Who May Enforce; Manner of Enforcement. The District may enforce the rights arising hereunder, by any proceeding at law or in equity against any person or persons violating or threatening to violate any of the same; and the failure or forbearance by the District to enforce any of such rights shall in no event be deemed a waiver of the rights arising hereunder. Any Owner acquiring title to any portion of the Lots shall be irrebuttably presumed to have accepted and be bound by the provisions of this Declaration and hold title to any such portion of the Lots subject to the provisions of this Declaration.
- 3.2 Attorneys' Fees. Should any litigation arise between the District and an Owner or a third party subject to the terms of this Declaration concerning or arising out of this Declaration, including, but not limited to, actions for damages, specific performance, declaratory, injunctive or other relief, and whether at law or in equity, and including appellate and bankruptcy proceedings as well as at the trial level, the prevailing party in any such litigation or proceeding shall be entitled to recover reasonable attorneys' fees and costs.

- 4 Notices. Any notice shall be deemed to have been fully delivered when made in writing and personally delivered by hand, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by nationally recognized commercial courier for next business day delivery to, as applicable, (1) the last known address of each Owner as reflected in any recorded instrument filed in the Official Records of St. Johns County, Florida, evidencing each such Owner's interest in the Property, or (b) the address for the District, which is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092. Any Owner may change the address at which to receive notices under this Declaration or the party to whom any notice required hereunder should be directed by filing a notice to such effect in the Real Property Records of St. Johns County, Florida and by delivery of a copy of such notice to the District at the address set forth above in the preceding sentence (or at such current address which may then apply).

5 Miscellaneous.

- 5.1 Beneficiaries of Rights and Privileges. The rights and privileges established, created, and granted by this Declaration shall be for the benefit of, and restricted

solely to, the District, and the then current Owners of the Lots. Said rights and privileges shall be perpetual, shall run with title to and bind the Lots and shall survive any destruction, reconstruction, and relocation of the physical structures and facilities which from time to time may be located thereon, unless the other terms and provisions of the Declaration specifically provide that such rights or privileges shall terminate.

- 5.2 Severability. Invalidation of any part of this Declaration by judgment, decree, or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.
- 5.3 Captions. The captions contained in this Declaration are for convenience only, are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.
- 5.4 Applicable Law. This Declaration shall be construed under and in accordance with the laws of the State of Florida. Venue for any lawsuit filed relating to this Declaration shall be in St. Johns County, Florida.

Effective the ____ day of _____, 2020.

MATTAMY JACKSONVILLE LLC,
a foreign limited liability company

By: _____

Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by _____, a _____ of MATTAMY JACKSONVILLE LLC, a foreign limited liability company.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2020.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public, Print, Stamp or
Type as Commissioned)

- ☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

EXHIBIT A
THE LOTS

LOTS _____, BLOCK _____, PLAT OF _____, AS
RECORDED IN PLAT BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC
RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TENTH ORDER OF BUSINESS

C.

**BOARD OF SUPERVISORS MEETING DATES
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
FOR FISCAL YEAR 2020-2021**

The Board of Supervisors of the Rivers Edge III Community Development District will hold their regular meetings for Fiscal Year 2020-2021 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 9:30 a.m. unless otherwise indicated as follows:

**October 21, 2020
November 18, 2020
December 16, 2020
January 20, 2021
February 17, 2021
March 17, 2021
April 21, 2021
May 19, 2021
June 16, 2021
July 21, 2021
August 16, 2021 at 5:00 p.m.
September 15, 2021**

ELEVENTH ORDER OF BUSINESS

A.

Rivers Edge III

Community Development District

Unaudited Financial Reporting
June 30, 2020



Rivers Edge III
Community Development District
Combined Balance Sheet
June 30, 2020

	<u>General</u>
<u>Assets:</u>	
Cash	\$10,438
Due From Developer	\$561,329
Total Assets	<u><u>\$571,766</u></u>
<u>Liabilities:</u>	
Accounts Payable	\$27,928
Accrued Expenses	\$6,985
Due to Rivers Edge CDD	\$515,915
<u>Fund Balances:</u>	
Nonspendable	---
Restricted for Debt Service	---
Unassigned	\$20,939
Total Liabilities and Fund Equity	<u><u>\$571,766</u></u>

Rivers Edge III
Community Development District
Statement of Revenues & Expenditures
For The Period Ending June 30, 2020

Description	PROPOSED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
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Revenues:

Developer Contrubutions	\$0	\$0	\$575,956	\$575,956
Miscellaneous Income	\$0	\$0	\$0	\$0

Total Revenues	\$0	\$0	\$575,956	\$575,956
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Expenditures

Administrative

Engineering	\$0	\$0	\$9,499	(\$9,499)
Arbitrage	\$0	\$0	\$0	\$0
Dissemination Agent	\$0	\$0	\$0	\$0
Attorney	\$0	\$0	\$15,432	(\$15,432)
Annual Audit	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0
Management Fees	\$0	\$0	\$6,333	(\$6,333)
Assessment Administration	\$0	\$0	\$0	\$0
Information Technology	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$1	(\$1)
Printing & Binding	\$0	\$0	\$620	(\$620)
Insurance	\$0	\$0	\$2,877	(\$2,877)
Legal Advertising	\$0	\$0	\$4,310	(\$4,310)
Other Current Charges	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$30	(\$30)
Dues, Licenses & Subscriptions	\$0	\$0	\$0	\$0
Website design/compliance	\$0	\$0	\$0	\$0

Total Administrative	\$0	\$0	\$39,102	(\$39,102)
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Field Operations

Cost Share Landscaping- Rivers Edge	\$0	\$0	\$265,828	(\$265,828)
Cost Share Amenity- Rivers Edge	\$0	\$0	\$250,087	(\$250,087)

Total Field Operations	\$0	\$0	\$515,915	(\$515,915)
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Total Expenditures	\$0	\$0	\$555,017	(\$555,017)
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Excess Revenues/Expenses	\$0	\$20,939		
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Fund Balance - Beginning	\$0	\$0		
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Fund Balance - Ending	\$0	\$20,939		
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Rivers Edge III
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2020

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues:													
Developer Contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$575,956	\$0	\$0	\$0	\$575,956
Miscellaneous Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$575,956	\$0	\$0	\$0	\$575,956
Expenditures:													
<i>Administrative</i>													
Engineering	\$0	\$1,760	\$0	\$0	\$0	\$773	\$2,350	\$1,388	\$3,228	\$0	\$0	\$0	\$9,499
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Attorney	\$0	\$0	\$0	\$0	\$0	\$9,739	\$0	\$2,180	\$3,513	\$0	\$0	\$0	\$15,432
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$1,333	\$2,500	\$2,500	\$0	\$0	\$0	\$6,333
Construction Accounting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Information Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$1
Printing & Binding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$620	\$0	\$0	\$0	\$620
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,877	\$0	\$0	\$0	\$2,877
Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$1,313	\$736	\$2,261	\$0	\$0	\$0	\$4,310
Other Current Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$30
Dues, Licenses & Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Website design/compliance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$0	\$1,760	\$0	\$0	\$0	\$10,512	\$4,997	\$6,803	\$15,030	\$0	\$0	\$0	\$39,102

Rivers Edge III
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2020

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Field Operations													
Cost Share Landscaping- Rivers Edge	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$265,828	\$0	\$0	\$0	\$265,828
Cost Share Amenity- Rivers Edge	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,087	\$0	\$0	\$0	\$250,087
Total Field Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$515,915	\$0	\$0	\$0	\$515,915
Total Expenditures	\$0	\$1,760	\$0	\$0	\$0	\$10,512	\$4,997	\$6,803	\$530,945	\$0	\$0	\$0	\$555,017
Excess Revenues (Expenditures)	\$0	(\$1,760)	\$0	\$0	\$0	(\$10,512)	(\$4,997)	(\$6,803)	\$45,011	\$0	\$0	\$0	\$20,939

**Rivers Edge III Community Development District
Developer Funding**

Funding Request #	Date of Request	Date Received Developer	Total Funding Request FY 20	Balance (Due From Developer)/ Due To
1	4/7/20	6/11/20	\$14,627.00	\$0.00
2	8/11/20		\$45,413.77	\$45,413.77
CS2020	6/18/20		\$515,915.00	\$515,915.00
Due from Developer			\$575,955.77	\$561,328.77

B.

Rivers Edge III Community Development District

FY2020 Funding Request #2
11-Aug-20

Vendor				Amount
3 Governmental Management Services				
4/15/20-8/30/20 Management Fees	Inv #1	8/11/20	\$	12,109.52
4 Hopping Green & Sams				
March General Counsel	Inv #114632	5/13/20	\$	9,739.00
May General Counsel	Inv #115485	6/22/20	\$	2,180.00
June General Counsel	Inv #115987	7/22/20	\$	3,513.00
May Bond Validation	Inv #115486	6/22/20	\$	1,208.00
June Bond Validation	Inv #115988	7/22/20	\$	4,168.00
8 Prosser				
November Professional Services	Inv #43096	12/10/19	\$	1,760.24
March Professional Services	Inv #43779	4/13/20	\$	773.35
April Professional Services	Inv #43932	5/12/20	\$	2,350.00
May Professional Services	Inv #44126	6/16/20	\$	1,387.50
June Professional Services	Inv #44211	7/14/20	\$	3,227.50
10 The St. Augustine Record				
Notice Uniform Method of Collection	Inv #I03276202	5/11/20	\$	735.96
Notice Imposition of Special Assessments	Inv #I03287207	6/18/20	\$	2,261.70
Total Amount Due				\$ 12,109.52

Please make check payable to:

Rivers Edge III CDD
475 West Town Place Suite 114
Saint Augustine, Florida 32092

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice****Invoice #:** 1**Invoice Date:** 8/11/20**Due Date:** 8/11/20**Case:****P.O. Number:****Bill To:**

Rivers Edge III CDD

Description	Hours/Qty	Rate	Amount
Management Fees - (Prorated April 15, 2020 - April 30, 2020)		1,333.44	1,333.44
Management Fees - (May 2020 - August 2020) 1-31-513-34	4	2,500.00	10,000.00
Office Supplies 1-31-513-51		30.03	30.03
Postage 1-31-513-42		0.65	0.65
Copies 1-31-513-425		620.40	620.40
DEO Expense 1-31-513-49		125.00	125.00
3			
Total			\$12,109.52
Payments/Credits			\$0.00
Balance Due			\$12,109.52

Hopping Green & Sams

Attorneys and Counselors

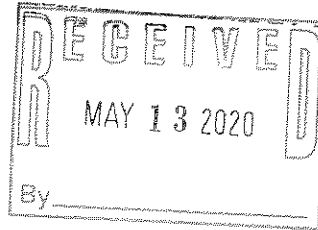
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

May 13, 2020

Rivers Edge III CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 114632
Billed through 04/30/2020



1-31-513-315
4

General Counsel
RE3CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

03/17/20	LMC	Prepare organizational meeting documents.	1.10 hrs
03/18/20	LMC	Prepare organizational meeting documents.	3.00 hrs
03/19/20	LMC	Prepare organizational meeting documents; transmit establishment ordinance to district staff.	3.00 hrs
03/23/20	LMC	Prepare organizational meeting documents.	1.30 hrs
03/24/20	LMG	Research remote meeting procedures and organizational meeting procedures.	0.60 hrs
03/25/20	JLK	Begin review of multiple organizational meeting documents; begin preparation of agenda related to same.	1.50 hrs
03/26/20	LMC	Redline updates to organizational meeting agenda; prepare resolution approving interlocal agreement.	1.80 hrs
03/30/20	JLK	Review organizational meeting agenda and provide several edits thereto; confer regarding interlocal edits; update procurement documentation and confer with DM regarding meeting notice for second run with remote access; update same.	1.50 hrs
03/31/20	JLK	Continue review and drafting of multiple documents for organizational meeting.	2.10 hrs
04/01/20	JLK	Continue working on multiple organization documents, agreements, resolutions, releases, notices, rule packages and similar items; amend the agenda and confer with DM on same.	2.30 hrs
04/02/20	JLK	Continue reviewing, drafting and updating various organizational documents; confer regarding assessment process and hearing documents related to same; confer with financing team regarding engagement letters.	1.30 hrs
04/02/20	LMG	Prepare procurement and spending policy; review and revise acquisition agreement; review documents in link for organizational meeting agenda and send to staff; review and revise resolution setting hearing regarding rules and rates.	1.80 hrs
04/02/20	LMC	Prepare acquisition agreement and other additional organizational meeting documents needed; upload documents to FTP server and organize same.	4.00 hrs

04/03/20	JLK	Continue drafting/update procurement policy and emergency declaration policies and confer with staff on same; continue drafting and reviewing numerous organizational meeting notices, resolutions, hearing notices and related documents and confer with staff on same; confer regarding assessment process and transmit information to financing team, engineer and methodology consultant regarding timeline for same.	2.40 hrs
04/07/20	JLK	Review updated organizational meeting agenda and provide further edits and final documents for same; update/edit procurement policy and significant events policy and transmit same for package; review investment banker information; confer regarding electronic signatures; confer regarding validation timelines.	1.40 hrs
04/08/20	JLK	Review/edit cost share standard form and transmit same; confer with staff regarding electronic remote signatures and options for notary blocks; confer regarding e-verify; continue work on organizational meeting preparations.	0.80 hrs
04/08/20	LMG	Revise cost-share request form; prepare instructions for staff; analyze interlocal agreement and cost-share procedures; prepare electronic meeting language regarding budget hearing notices.	0.70 hrs
04/13/20	JLK	Review agenda package and prepare for board meeting; confer with DM and Vesta regarding updates on staffing; review/update resolution for 19/20 budget hearing and 20/21 budget hearing and confer with staff on same; review uniform method resolutions.	1.50 hrs
04/14/20	LMG	Revise notices regarding budget, uniform method of collection, and rules to include remote meeting language and rate making; revise sample proxy and ballot forms; confer with landowner and presumptive district manager regarding election procedures; research election procedures and remote meeting authority under executive orders.	2.70 hrs
04/15/20	JLK	Attend board meeting; budget notice analysis; confer regarding various operational considerations for new district.	2.20 hrs
04/15/20	LMC	Prepare second notice of landowner meeting and election.	0.80 hrs
04/16/20	JLK	Review updated public hearing notices and transmit same; confer regarding status of acquisition agreement and financing agreement and transmit same; confer with Stilwell regarding boundary status and confer with Perry regarding covenants related to same.	0.90 hrs
04/16/20	LMG	Provide alternative language for location of planned public hearings; review and revise landowner meeting notice.	0.60 hrs
04/22/20	JLK	Review DEO request for information and respond with same.	0.20 hrs
Total fees for this matter			\$9,739.00

MATTER SUMMARY

Kilinski, Jennifer L.	188.100 hrs	310 /hr	\$58,611.00
Clavenna, Lydia M. - Paralegal	155.000 hrs	160 /hr	\$24,800.00

Gentry, Lauren M.	6.40 hrs	270 /hr	\$1,728.00
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TOTAL FEES			\$9,739.00
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TOTAL CHARGES FOR THIS MATTER			<hr/> \$9,739.00
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BILLING SUMMARY

Kilinski, Jennifer L.	18.10 hrs	310 /hr	\$5,611.00
Clavenna, Lydia M. - Paralegal	15.00 hrs	160 /hr	\$2,400.00
Gentry, Lauren M.	6.40 hrs	270 /hr	\$1,728.00

TOTAL FEES			\$9,739.00
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TOTAL CHARGES FOR THIS BILL			<hr/> \$9,739.00
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Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

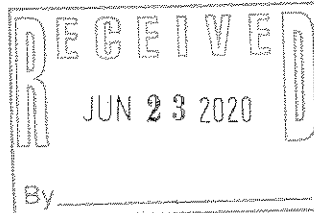
June 22, 2020

Rivers Edge III CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 115485
Billed through 05/31/2020

General Counsel

RE3CDD 00001 JLK



1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

05/03/20	JJ	Follow up research regarding meeting protocols and notices during phase 1 of reopening plan.	0.10 hrs
05/06/20	JLK	Confer regarding bond delegation resolution, MTI and related validation kick off documents.	0.40 hrs
05/06/20	LMG	Revise remote meeting notice.	0.10 hrs
05/20/20	LMC	Confirm notices for June hearings.	0.50 hrs
05/28/20	JLK	Review/edit acquisition package for Keystone corners and associated landscape and confer with engineer on same; review proxy materials and confer with staff on same.	0.70 hrs
05/28/20	LMG	Revise proxy and instructions regarding landowners' election; confer with staff regarding meeting and election procedures; confer with Kilinski regarding meeting procedures and meeting preparation; analyze hearing procedures regarding rules of procedure and uniform method of collection.	1.10 hrs
05/28/20	LMC	Prepare resolution re-setting fiscal year 2020 budget hearing; prepare resolution approving fiscal year 2021 budget and setting hearing; prepare resolutions setting hearings on rules of procedure, rates and uniform method; prepare resolution declaring assessments and setting hearing for same.	3.30 hrs
05/29/20	JLK	Review uniform method resolution and transmit same; review 170.03 assessment declaration resolution and transmit same; review engineering services agreement; review VGlobal Tech agreement and transmit information on same; review resolution adoption ROP and rates and confer with staff on same; transmit same; review proxy/LOE ballots and confer with staff on same; review public hearing notices; review budget resolution and provide updates to same.	1.60 hrs
05/29/20	LMG	Research and analyze meeting procedures regarding landowner election, bond resolution, assessment resolution, and public hearings; review legal sufficiency regarding landowner's proxy form; confer with Kilinski regarding same.	0.60 hrs
05/29/20	LMC	Prepare agreement with Prosser for continuing engineering services; prepare agreement with VGlobal Tech for website design and maintenance.	1.30 hrs

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Total fees for this matter	\$2,180.00
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MATTER SUMMARY

Johnson, Jonathan T.	0.10 hrs	410 /hr	\$41.00
Kilinski, Jennifer L.	2.70 hrs	310 /hr	\$837.00
Clavenna, Lydia M. - Paralegal	5.10 hrs	160 /hr	\$816.00
Gentry, Lauren M.	1.80 hrs	270 /hr	\$486.00

TOTAL FEES	\$2,180.00
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TOTAL CHARGES FOR THIS MATTER	\$2,180.00
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BILLING SUMMARY

Johnson, Jonathan T.	0.10 hrs	410 /hr	\$41.00
Kilinski, Jennifer L.	2.70 hrs	310 /hr	\$837.00
Clavenna, Lydia M. - Paralegal	5.10 hrs	160 /hr	\$816.00
Gentry, Lauren M.	1.80 hrs	270 /hr	\$486.00

TOTAL FEES	\$2,180.00
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TOTAL CHARGES FOR THIS BILL	\$2,180.00
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Please include the bill number with your payment.

Hopping Green & Samms

Attorneys and Counselors

1118 S. Monroe Street, Ste. 3000

P.O. Box 65226

Tallahassee, FL 32314

850.222.7500

STATEMENT

July 22, 2020

Rivers Edge III CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 115987
Billed through 06/30/2020

RECEIVED

JUL 23 2020

131513315

4

General Counsel

RE3CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

06/01/20	JLK	Review and edit bond resolution; review/edit MTI and STI and transmit same.	1.10 hrs
06/02/20	LMG	Provide comments to Master Assessment Methodology; review and revise 170.03 assessment resolution; review changes to Master Improvement Plan Report.	1.40 hrs
06/02/20	JLK	Review agenda and provide edits to resolutions for same.	0.30 hrs
06/02/20	LMG	Confer with District Manager's office regarding agenda items; review and revise V-Global Tech agreement.	0.80 hrs
06/03/20	LMG	Confer with District Manager's office regarding agenda contents; transmit 170.03 resolution for agenda package.	0.30 hrs
06/05/20	SSW	Research physical quorum and public comment requirements and guidance pursuant to Governor's Executive Order and Task Force Report for Phase 2 Re-opening.	0.10 hrs
06/05/20	LMG	Confer with District Engineer regarding updated Master Improvement Plan.	0.40 hrs
06/07/20	LMG	Review and analyze additions to agenda.	0.20 hrs
06/08/20	JLK	Review agenda memo and confer with Gentry.	0.10 hrs
06/10/20	LMG	Review and revise mailed and published notices for assessment hearing.	0.50 hrs
06/10/20	LMG	Prepare for and attend board meeting.	0.70 hrs
06/11/20	LMG	Analyze responsibility for ADA website maintenance services; review and revise agreement with Prosser for engineering services; follow-up from meeting.	1.00 hrs
06/12/20	JLK	Review resignation correspondence and confer with staff on same; confer with landowner regarding appointment process; confer regarding status of project.	0.30 hrs
06/17/20	JLK	Review correspondence and edits to website/ADA agreement and required audit for same.	0.20 hrs
06/17/20	LMG	Confer with Kilinski regarding status of public hearings and board transitions;	0.80 hrs

research website ADA requirements.

06/18/20	LMG	Verify plans for website remediation; draft GMS contract addendum for website services.	0.90 hrs
06/19/20	JLK	Confer regarding board transition and requirements for quorum for same.	0.10 hrs
06/19/20	LMG	Revise website services addendum to GMS contract; prepare resolution ratifying changes to master assessment report.	1.30 hrs
06/20/20	JLK	Confer regarding confirmation of status of acquisitions, validation and financing timeline.	0.20 hrs
06/22/20	JLK	Conference call with landowner regarding various CDD issues.	0.30 hrs
06/22/20	LMG	Review comments to landowner meeting and board meeting minutes and provide comments.	0.40 hrs
06/23/20	LMG	Finalize GMS contract amendment regarding ADA website services; transmit same for review.	0.40 hrs
06/23/20	LMC	Prepare revised combined budget notice for fiscal year 2020 and fiscal year 2021.	0.70 hrs
06/25/20	LMG	Review, revise, and coordinate publication of budget hearing notice.	0.30 hrs
06/26/20	SSW	Review Executive Order 20-150 regarding extension of waiver of physical quorum requirement for local government public meetings; prepare and circulate correspondence to District Managers regarding same.	0.10 hrs

Total fees for this matter

\$3,513.00

MATTER SUMMARY

Kilinski, Jennifer L.	2.60 hrs	310 /hr	\$806.00
Clavenna, Lydia M. - Paralegal	0.70 hrs	160 /hr	\$112.00
Gentry, Lauren M.	9.40 hrs	270 /hr	\$2,538.00
Warren, Sarah S.	0.20 hrs	285 /hr	\$57.00

TOTAL FEES

\$3,513.00

TOTAL CHARGES FOR THIS MATTER

\$3,513.00

BILLING SUMMARY

Kilinski, Jennifer L.	2.60 hrs	310 /hr	\$806.00
Clavenna, Lydia M. - Paralegal	0.70 hrs	160 /hr	\$112.00
Gentry, Lauren M.	9.40 hrs	270 /hr	\$2,538.00
Warren, Sarah S.	0.20 hrs	285 /hr	\$57.00

TOTAL FEES

\$3,513.00

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TOTAL CHARGES FOR THIS BILL

\$3,513.00

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

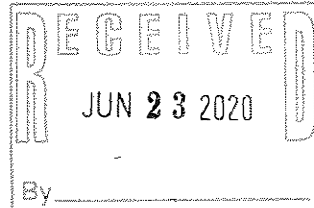
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

June 22, 2020

Rivers Edge III CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 115486
Billed through 05/31/2020



Bond Validation

RE3CDD 00102 JLK

1-31-513-315

FOR PROFESSIONAL SERVICES RENDERED

05/07/20	JLK	Review correspondence regarding ER and AM and notices related to same; confer regarding bond counsel.	0.40 hrs
05/28/20	JLK	Review engineers report and provide comments; review preliminary AM numbers and provide comments to same; review bond delegation resolution and MTI and provide comments.	1.40 hrs
05/28/20	LMG	Review master trust indenture and bond resolution; provide comments to same.	0.80 hrs
05/29/20	JLK	Confer with engineer regarding unit counts; confer with methodology consultant regarding status of report; review bond delegation resolution; review MTI.	1.10 hrs
05/30/20	JLK	Review update methodology numbers and confer with staff on documents.	0.30 hrs
Total fees for this matter			\$1,208.00

MATTER SUMMARY

Kilinski, Jennifer L.	3.20 hrs	310 /hr	\$992.00
Gentry, Lauren M.	0.80 hrs	270 /hr	\$216.00

TOTAL FEES \$1,208.00

TOTAL CHARGES FOR THIS MATTER \$1,208.00

BILLING SUMMARY

Kilinski, Jennifer L.	3.20 hrs	310 /hr	\$992.00
Gentry, Lauren M.	0.80 hrs	270 /hr	\$216.00

TOTAL FEES \$1,208.00

TOTAL CHARGES FOR THIS BILL \$1,208.00

=====

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

July 22, 2020

Rivers Edge III CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 115988
Billed through 06/30/2020

RECEIVED

JUL 23 2020

Bond Validation

RE3CDD 00102 JLK

4

FOR PROFESSIONAL SERVICES RENDERED

06/01/20	LMG	Attend conference call regarding initiation of validation proceedings; confer with Killinski regarding strategies for documentation of improvements previously completed; review and provide comments regarding Master Assessment Methodology.	1.40 hrs
06/02/20	JLK	Review AR and confer with methodology consultant on same.	0.60 hrs
06/04/20	LMG	Review revised Master Improvement Plan Report and Assessment Methodology; provide comments.	0.70 hrs
06/10/20	LMG	Prepare draft validation complaint.	0.50 hrs
06/16/20	JLK	Review validation complaint, updated methodology and exhibits for same; confer with landowner regarding timeline for validation and issuance.	2.60 hrs
06/18/20	JLK	Review comments to validation complaint and update same.	0.80 hrs
06/19/20	JLK	Review validation complaint and exhibits; edit same; review updated methodology for validation complaint and transmit same.	2.10 hrs
06/19/20	LMG	Review updated assessment methodology; coordinate compilation of validation complaint.	0.90 hrs
06/19/20	LMC	Compile final exhibits to bond validation complaint; coordinate filing same via Florida E-Portal.	1.50 hrs
06/22/20	JLK	Review ASA acceptance of service; review court dates; confer with staff and ASA on same.	0.50 hrs
06/22/20	LMG	Coordinate validation hearing date.	0.20 hrs
06/22/20	LMC	Coordinate with Assistant State Attorney regarding filed complaint and potential hearing dates; draft acknowledgement of service and provide to same.	1.50 hrs
06/24/20	LMC	Prepare bond validation checklist.	0.50 hrs
06/26/20	LMG	Prepare draft notice and order to show cause.	0.50 hrs

06/30/20	JLK	Confer with ASA regarding status of complaint review and update filings on same.	0.40 hrs
06/30/20	LMC	Follow up with Assistant State Attorney regarding bond validation hearing; prepare cover letter to complaint; coordinate sending copy of same to Assistant State Attorney per request.	1.50 hrs

Total fees for this matter	\$4,104.00
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DISBURSEMENTS

Document Reproduction	64.00
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Total disbursements for this matter	\$64.00
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MATTER SUMMARY

Kilinski, Jennifer L.	7.00 hrs	310 /hr	\$2,170.00
Clavenna, Lydia M. - Paralegal	5.00 hrs	160 /hr	\$800.00
Gentry, Lauren M.	4.20 hrs	270 /hr	\$1,134.00

TOTAL FEES	\$4,104.00
TOTAL DISBURSEMENTS	\$64.00

TOTAL CHARGES FOR THIS MATTER	\$4,168.00
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BILLING SUMMARY

Kilinski, Jennifer L.	7.00 hrs	310 /hr	\$2,170.00
Clavenna, Lydia M. - Paralegal	5.00 hrs	160 /hr	\$800.00
Gentry, Lauren M.	4.20 hrs	270 /hr	\$1,134.00

TOTAL FEES	\$4,104.00
TOTAL DISBURSEMENTS	\$64.00

TOTAL CHARGES FOR THIS BILL	\$4,168.00
------------------------------------	-------------------

Please include the bill number with your payment.

PROSSER

December 10, 2019

Project No: 113094.80

Invoice No: 43096

Rivers Edge CDD
c/o Governmental Management Services, LLC
Attention: Bernadette Peregrino
475 West Town Place, Suite 114
St. Augustine, FL 32092

Project 113094.80 Rivers Edge III CDD

Professional Services from November 1, 2019 to November 30, 2019

Expense Billing

Reimbursable Expenses

Blueprints/Reproduction		13.25	
Total Reimbursables	1.15 times	13.25	15.24
	Total this Task		\$15.24

Task 1:

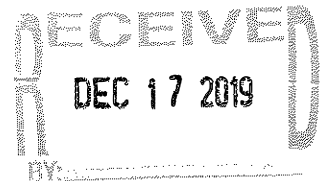
For services including coordination with staff on SERC and CDD cost analysis.

Professional Personnel

	Hours	Rate	Amount	
Principal	1.00	185.00	185.00	
Planner/Project Researcher	12.00	130.00	1,560.00	
Totals	13.00		1,745.00	
Total Labor				1,745.00
		Total this Task		\$1,745.00
		Total this Invoice		\$1,760.24

Billings to Date

	Current	Prior	Total
Labor	1,745.00	0.00	1,745.00
Expense	15.24	0.00	15.24
Totals	1,760.24	0.00	1,760.24



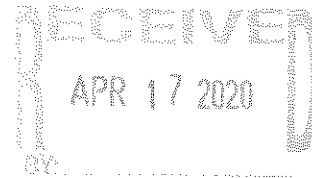
PROSSER

April 13, 2020

Project No: 113094.80

Invoice No: 43779

Rivers Edge CDD
c/o Governmental Management Services, LLC
Attention: Bernadette Peregrino
475 West Town Place, Suite 114
St. Augustine, FL 32092



1-31-513-311
5

Project 113094.80 Rivers Edge III CDD

Professional Services from March 1, 2020 to March 31, 2020

Expense Billing

Reimbursable Expenses

Mileage-DOT Allowable (.445)		22.25	
Mileage-Additional (.13/mile)		6.50	
Blueprints/Reproduction		.25	
Total Reimbursables	1.15 times	29.00	33.35
Total this Task			\$33.35

Task 1:

For services including attendance at establishment hearing.

Professional Personnel

	Hours	Rate	Amount	
Principal	4.00	185.00	740.00	
Totals	4.00		740.00	
Total Labor				740.00
Total this Task				\$740.00
Total this Invoice				\$773.35

Outstanding Invoices

Number	Date	Balance
43096	12/10/2019	1,760.24
Total		1,760.24

Billings to Date

	Current	Prior	Total
Labor	740.00	1,745.00	2,485.00
Expense	33.35	15.24	48.59
Totals	773.35	1,760.24	2,533.59

PROSSER

May 12, 2020

Project No:

1113094.80

Invoice No:

43932

Rivers Edge CDD

c/o Governmental Management Services, LLC

Attention: Bernadette Persipino

475 West Town Place, Suite 114

St. Augustine, FL 32082

1.31.513.311
5

Project 1113094.80

Rivers Edge III CDD

Professional Services from April 1, 2020 to April 30, 2020

Task 1:

For services including attendance at organizational meeting, work with staff on Master Improvement plan draft.

Professional Personnel

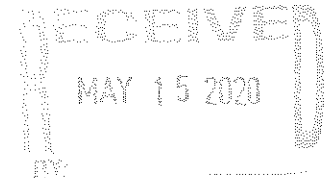
	Hours	Rate	Amount	
Principal	5.50	185.00	1,017.50	
Engineer	1.00	130.00	130.00	
Planner/Project Researcher	9.25	130.00	1,202.50	
Totals	15.75		2,350.00	
Total Labor				2,350.00
			Total this Task	\$2,350.00
			Total this Invoice	\$2,350.00

Outstanding Invoices

Number	Date	Balance
43096	12/10/2019	1,760.24
43779	4/13/2020	773.35
Total		2,533.59

Billings to Date

	Current	Prior	Total
Labor	2,350.00	2,485.00	4,835.00
Expense	0.00	48.59	48.59
Totals	2,350.00	2,533.59	4,883.59



PROSSER

June 16, 2020

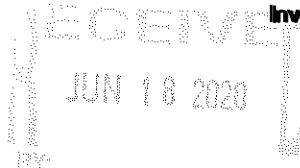
Project No:

113094.80

Invoice No:

44126

Rivers Edge III CDD
c/o Government Management Services, LLC
Attn: Penadette Peregrino
475 West Town Place, Suite 114
St. Augustine, FL 32092



1,315,513.31
5

Project 113094.80 Rivers Edge III CDD

Professional Services from May 1, 2020 to May 31, 2020

Task 1:

For services including coordination with staff on Master Improvement plan draft and revisions.

Professional Personnel

	Hours	Rate	Amount	
Principal	2.00	185.00	370.00	
Sr. Planner/Sr L.A./Sr. Graphic Arts	3.75	150.00	562.50	
Planner/Project Researcher	3.50	130.00	455.00	
Totals	9.25		1,387.50	
Total Labor				1,387.50
			Total this Task	\$1,387.50
			Total this Invoice	\$1,387.50

Outstanding Invoices

Number	Date	Balance
43096	12/10/2019	1,760.24
43779	4/13/2020	773.35
43932	5/12/2020	2,350.00
Total		4,883.59

Billings to Date

	Current	Prior	Total
Labor	1,387.50	4,835.00	6,222.50
Expense	0.00	48.59	48.59
Totals	1,387.50	4,883.59	6,271.09

PROSSER

July 14, 2020

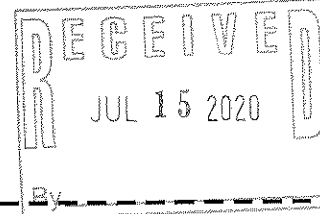
Project No:

113094.80

Invoice No:

44211

Rivers Edge Community Development District
c/o Governmental Management Services
1001 Bradford Way
Kingston, TN 37763



Project 113094.80 Rivers Edge III CDD

Professional Services from June 1, 2020 to June 30, 2020

Task 1:

For services including coordination with staff and revisions to Master Improvement plan and attend June CDD meeting via phone.

Professional Personnel

	Hours	Rate	Amount	
Principal	5.50	185.00	1,017.50	
Planner/Project Researcher	17.00	130.00	2,210.00	
Totals	22.50		3,227.50	
Total Labor				3,227.50
		Total this Task		\$3,227.50
		Total this Invoice		\$3,227.50

131-873-311
5

Outstanding Invoices

Number	Date	Balance
43008	12/10/2019	1,760.24
43779	4/13/2020	773.35
43832	5/12/2020	2,350.00
44126	6/16/2020	1,387.50
Total		6,271.09

Billings to Date

	Current	Prior	Total
Labor	3,227.50	6,222.50	9,450.00
Expense	0.00	48.59	48.59
Totals	3,227.50	6,271.09	9,498.59



Questions on this invoice call:

(866) 471-7133 Option 2

START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SALE SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
05/01		Balance Forward						\$1,312.38
06/17	P1388747	Payment-Lockbox4						\$147.70
06/17	P1388910	Payment-Lockbox5						\$94.24
06/17	P1388911	Payment-Lockbox6						\$183.99
06/17	P1388912	Payment-Lockbox7						\$248.88
06/17	P1388913	Payment-Lockbox8						\$367.98
06/17	P1388914	Payment-Lockbox2						\$141.13
06/17	P1388916	Payment-Lockbox3						\$197.45
05/11 06/01	103276202-05/112020	UNIFORM METHOD OF COLLECTIONS	SA St Augustine Record	1.00 x 10.2500	10.25	4	\$8.98	\$866.20
05/11 06/01	103276202-05/112020	UNIFORM METHOD OF COLLECTIONS	SA St Aug Record Online	1.00 x 10.2500	10.25	4	\$8.97	\$917.76
06/18 06/25	103287207-06/182020	170.07 FS-197.3632(4)(b) FS	SA St Augustine Record	3.00 x 21.0000	63	2	\$8.98	\$1,131.48
06/18 06/25	103287207-06/182020	170.07 FS-197.3632(4)(b) FS	SA St Aug Record Online	3.00 x 21.0000	63	2	\$8.97	\$1,130.22
PREVIOUS AMOUNT OWED:				\$1,312.38				
NEW CHARGES THIS PERIOD:				\$2,997.66				
CASH THIS PERIOD:				(\$1,312.38)				
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00				
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00				
We appreciate your business.								

103276202

JUL 16 2020

1-31-513-48

2

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE	
	\$2,997.66		\$0.00	\$0.00	\$0.00	\$0.00		\$2,997.66	
SALES REP/PHONE #		ADVERTISER INFORMATION							
Melissa Rhinehart 904-819-3423		25	1 BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			06/01/2020 - 06/30/2020		48211		48211		RIVERS EDGE III GDD

MAKE CHECKS PAYABLE TO

The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Payment is due upon receipt.

The St. Augustine Record

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

ADVERTISING INVOICE and STATEMENT

11		BILLING PERIOD		2		ADVERTISER/CLIENT NAME													
		06/01/2020 - 06/30/2020				RIVERS EDGE III GDD													
20		TOTAL AMOUNT DUE		**UNAPPLIED AMOUNT		25		TERMS OF PAYMENT											
SA 7		\$2,997.66		\$0.00				NET 15 DAYS											
21		CURRENT NET AMOUNT		22		30 DAYS		60 DAYS		OVER 90 DAYS									
		\$2,997.66				\$0.00		\$0.00		\$0.00									
41		FAKES#		63		BILLING DATE		60		BILLED ACCOUNT NUMBER		27		ADVERTISER/CLIENT NUMBER		28		STATEMENT NUMBER	
						06/30/2020				48211				48211				0000072760	

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS



866-471-7133

RIVERS EDGE III GDD
4755 W. TOWNHILL STE 1144
SAINT AUGUSTINE FL 32092-3669

The St. Augustine Record
Dept 1261
PO Box 121261
Dallas, TX 75312-1261



Mon, Jun 11, 2020
9:57:30 AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 48211
Phone: 9049405850
E-Mail:
Client: RIVERS EDGE III CDD

Name: RIVERS EDGE III CDD
Address: 4755 WEST TOWN PLACE, SUITE 1114

City: SAINT AUGUSTINE

State: FL

Zip: 32082

Ad Number: 0003276202-01
Start: 05/11/2020
Placement: SA Legals
Copy Line: RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT NOTICE OF THE DISTRICTS INTENT TO USE THE UNIFORM

Caller: COURTNEY HOGGE
Issues: 4
Rep: Melissa Rhinehart

PayType: BILL
Stop: 06/01/2020

RECEIVED
JUN 10 2020

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Lines	123
Depth	10.25
Columns	1
Price	\$735.96

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Rivers Edge III Community Development District ("District") intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, *Florida Statutes*. The Board of Supervisors of the District will conduct a public hearing on June 10, 2020 at 9:30 a.m. If conditions allow the hearing to take place in person it will be held at the Rivertown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. If necessitated by the current COVID-19 public health emergency, the hearing may be conducted remotely, pursuant to ZOOM media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-60 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and any extensions thereof, and pursuant to Section 220.54(6)(b)2, *Florida Statutes*.

While it may be necessary to hold the above referenced hearing utilizing ZOOM media technology, the District fully encourages public participation in a safe and efficient manner. Should circumstances require the hearing and/or meeting to be held via communications media technology, instructions for connecting to the hearing and/or meeting may be obtained by visiting the District's website, www.RiversEdgeIICDD.com, or by contacting the District Manager's Office at (904) 940-5850 or jpeffry@gensf.com. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager in advance at (904) 940-5850 or jpeffry@gensf.com to facilitate the Board's consideration of such questions and comments during the hearing.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments ("Uniform Method") to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, in consist of, among other things, recreational facilities, stormwater management improvements, irrigation, landscape, roadways, and other lawful improvements or services within or without the boundaries of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. Even if the hearing is conducted in person, there may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office, c/o Governmental Management Services, LLC, 425 West Town Place, Suite 114 St. Augustine, Florida 32092, or by calling (904) 940-5850, at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-933-8771 (TTY) / 1-800-933-8770 (Voice), for aid in contacting the District Office.

Mon, Jun 1, 2020
9:57:30AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone or by ZOOM, please contact the District Office at (804) 939-5850 or jperry@gaazfl.com for further accommodations.

James Perry
District Manager
0403276202 MAY 11, 10, 25, June 1, 2020

**NOTICE OF THE DISTRICT'S
INTENT TO AUSE THE INFORM
METHOD OF COLLECTION OF
NONADJUDICATED SPECIAL
AGREEMENTS**

RIVERS EDGE III CDD
475 WEST TOWN PLACE, SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 482111
AD# 0003276202-01

PO#

**PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA**

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF INTENT in the matter of UNIFORM METHOD OF COLLECTIONS was published in said newspaper on 05/11/2020, 05/18/2020, 05/25/2020, 06/01/2020;

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

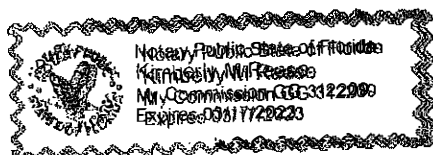
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence of
☐ online notarization

this _____ day of **JUN 01 2020**
this _____ day of

by W. J. [Signature] who is personally known to
me or who has produced as identification

Kimberly M. Reese
(Signature of Notary Public)



Notice is hereby given that the Streets and Sanitation Department of the City of Miami-Dade County, Florida, is hereby giving notice to the public that the Department is conducting a public hearing on the proposed changes to the Department's uniform method of collecting and valuing special assessments to be levied by the District pursuant to Section 193.33(2), Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on June 30, 2009, at 10:00 a.m. in the District's hearing room. The hearing is being held in person, it will be held at the Edgewater Community Center, 1166 Harding Street, St. Johns, Florida 32259. If necessitated by the current COVID-19 public health emergency, the hearing may be conducted remotely, pursuant to 202001 media technology and/or by telephone pursuant to Sections 206.22 and 206.23 of the Government Code, on March 9, 2020, and March 20, 2020, respectively, and any extensions thereof, and pursuant to Section 206.04(1)(b), Florida Statutes.

It may be necessary to hold the above referenced hearing utilizing ZOOM® media technology. The District **strongly encourages** public participation in a safe and efficient manner. Should circumstances require the hearing and/or meeting to be held via communications media technology, instructions for connecting to the hearing and/or meeting may be obtained by visiting the District's website, www.RiversideCAIDB.com, or by contacting the District Manager's Office at (904) 940-5850 or iserry@gmail.com. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager in advance at (904) 940-5850 or iserry@gmail.com to facilitate the Board's consideration of such questions and comments during the hearing.

The purpose of the public hearing is to consider the adoption of a resolution authorizing the District to use the uniform method of collecting nonad valorem special assessments ("Uniform Method") to be levied by the District on properties located on land included in, or to be added to, the District.

The District may levy non-ad valorem special assessments for the purpose of financing, acquiring, maintaining and/or operating community development facilities, services and improvements within and without the boundaries of the District, to consist of, among other things, recreational facilities, stormwater management improvements, irrigation, landscape, roadways, and other lawful improvements or services within or without the boundaries of the District.

Owners of the properties to be assessed and other interested parties may appear at the public hearing and be heard regarding the use of the Uniform Method. This hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and location to be specified on the record at the hearing. Even if the hearing is conducted in person, there may be occasions when Supervisors or District Staff may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requesting special accommodations at this meeting because of a disability or physical impairment should contact the District Office, c/o Administrative Management Services, LLC, #787 West Loop Plaza, Suite 200, San Augustine, Texas 75902, orally calling (409) 946-6863, a hearing-impaired (800) 877-8339, or the meeting location, orally, for special accommodations. Impaired persons should call the Florida Relay Service by dialing (773) 1-800-877-8339 (TDD) / 1-800-877-8339 (Voice), for aid in contacting the District Office.

person who desires to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that that person will need a record of the proceedings and that, according to the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone, please contact the District Office at (844) 946-5550 or rrt@casanet.com for further accommodations.

James Perry
District Manager
00093276002 May 11 18 2351 June 12 2020

Thu, Jun 25, 2020
8:32:29AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 48211
Phone: 9049405850

E-Mail:

Client: RIVERS EDGE III CDD

Name: RIVERS EDGE III CDD
Address: 475 WEST TOWN PLACE, SUITE 114

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Ad Number: 0003287207-01

Start: 06/18/2020

Placement: SA Legals

Copy Line: NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 171

Caller: COURTNEY HOGGE

Issues: 2

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 06/25/2020

PAID

JUN 30 2020

Thu, Jun 25, 2020
8:32:29AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Lines 189
Depth 21.00
Columns 3
Price \$2,261.70

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.46(2)(b), FLORIDA STATUTES, BY THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF REGULAR MEETING

The Rivers Edge III Community Development District ("District") Board of Supervisors ("Board") will hold public hearings on July 15, 2020, at 9:00 a.m., at the Rivertown Amenity Center, 166 Landing Street, St. Johns, Florida 32259, to consider the adoption of an assessment roll, the imposition of a master special assessment lien, and special assessments to secure proposed bond indebtedness within the District, as shown in the geographic depiction below, and to provide for the levy, collection and enforcement of the special assessments. The streets and areas to be improved are within the area depicted below and are as more particularly set forth in the District's Master Improvement Plan Report dated June 8, 2020 (the "Improvement Plan"). The public hearing being conducted pursuant to Chapters 120, 190 and 197, Florida Statutes. A description of the property to be assessed and amount to be assessed in each piece or parcel of property may be ascertained by contacting the District Records Office located at West Town Place, Suite 114, St. Augustine, Florida 32086, (904) 940-5850. At the conclusion of the public hearings, the Board by resolution, levy a master assessment lien as finally approved by the Board.

The District is a unit of special-purpose local government responsible for providing, in part, infrastructure improvements for land within the District. The infrastructure improvements included in the Improvement Plan are currently expected to include, but not limited to, master drainage and stormwater management, master transportation, master landscape, master recreation, and other improvements, all as more specifically described in the Improvement Plan ("Improvements"), on file and available during normal business hours from the District Records Office at the addresses provided above.

The District intends to impose assessments on benefited lands within the District in the manner set forth in the District's Master Special Assessment Methodology Report dated June 8, 2020 (the "Assessment Report"), which is on file and available during normal business hours from the District Records Office at the address provided above. The Assessment Report identifies each tax parcel identification number within the District and maximum assessments per parcel and platted unit for each land use category currently expected to be assessed. The method of allocating assessments for the Improvements to be funded by the District will initially be determined on an equal assessment per acre basis. At the time parcels are platted or otherwise subdivided into assessable units, individual assessments will be assigned to those parcels at the maximum per-unit amounts (determined according to equivalent residential units, or "ERUs," assigned to each property type). The methodology is explained in more detail in the Assessment Report. Also as described in more detail in the Assessment Report, the District's assessments will be levied against all assessable lands within the District.

The annual principal assessment levied against each parcel will be based on repayment over a maximum of thirty (30) years for the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$60,000,000 in principal amount of debt to be assessed by the District, exclusive of anticipated fees and costs of collection and enforcement, discount, early payment and the annual interest. The proposed annual schedule of assessments is as follows ("Maximum Assessments"):

Lot Type	No. of Units	ERU	Maximum Principal per Unit*	Maximum Annual Interest*
30-39'	0	.58	\$22,984	\$1,665
40-49'	856	.75	\$29,551	\$2,140
50-59'	133	.92	\$36,118	\$2,616
60-69'	412	1.00	\$39,402	\$2,854
70-79'	121	1.25	\$49,252	\$3,567
80' +	53	1.42	\$55,819	\$4,043
Townhouses	104	.62	\$34,439	\$1,969

* Exclusive of anticipated fees and costs of collection and enforcement, discounts for early payment, and the annual interest costs of debt anticipated to be issued to finance the Improvements.

All amounts stated herein are subject to change and/or final determination at the public hearings and meeting identified above. Specific maximum amounts expected per parcel or product type is as set forth in the Assessment Report.

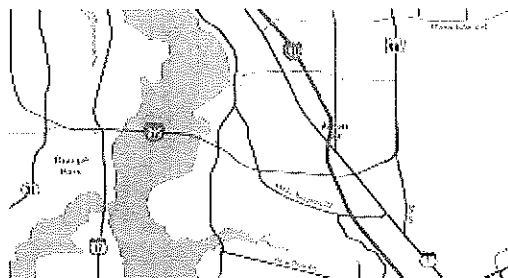
The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the Improvements. These annual assessments are anticipated to be levied on the St. Johns County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of the publication of this notice. Notwithstanding the description of the Maximum Assessments herein, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. The fixed assessment amounts will be determined at a public meeting, pursuant to a supplemental assessment resolution, engineer's report and methodology but in no event will exceed the Maximum Assessments noticed herein. Please note that the preceding statement only applies to capital (debt) assessments and shall have no effect on the ability of the District to levy assessments and collect payments related to the operation and maintenance of the District.

Above on July 15, 2020, at 9:00 a.m., at the Rivertown Amenity Center, 166 Landing Street, St. Johns, Florida 32259, the Board will hold a regular public meeting to consider any other business that may lawfully be considered by the District. The Board meeting and hearings are open to the public and will be conducted in accordance with the procedures of Florida law for community development districts. The Board meeting and/or the public hearings may be continued in progress to a date and time certain upon unanimous decision of the Board.

It is anticipated that the hearings and meeting will take place at the location listed above. However, in the event that the COVID-19 public health emergency prevents the hearings and meeting from occurring in person, the District may conduct the hearings, meeting, by telephone or video conferencing, communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, and 20-139, issued by Governor DeSantis, and any extensions or supplements thereof, pursuant to Section 120.54(3)(b)2, Florida Statutes. Additional information regarding this public hearing may be obtained by contacting the District Manager, Jim Perry, at jperry@stjohns.com or by calling (904) 940-5850.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at the meeting or hearings because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please call the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.



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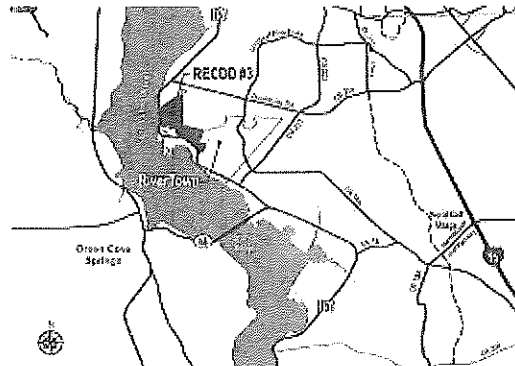
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The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086



VICINITY MAP

Exhibit 1

PROSSER

RESOLUTION 2020-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS; THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAN AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Rivers Edge III Community Development District ("District") was established by Ordinance No. 2020-7 of the St. Johns County Board of County Commissioners, effective March 5, 2020, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended, and is located entirely within St. Johns County, Florida; and

WHEREAS, the District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management/esthwork improvements, landscapes, irrigation, conservation and irrigation, street lighting and other infrastructure projects, and services necessitated by the development of, and lands within, the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, acquire, operate, and/or maintain the infrastructure improvements described in the *Rivers Edge III Community Development District Master Improvement Plan*, dated June 5, 2020, attached hereto as Exhibit A and incorporated herein by reference ("Project"); and

WHEREAS, it is in the best interest of the District to pay all or a portion of the cost of the Project by special assessments pursuant to Chapter 190, Florida Statutes ("Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy and collect the Assessments; and

WHEREAS, as set forth in the *Rivers Edge III Community Development District Master Special Assessment Methodology Report*, dated June 5, 2020, attached hereto as Exhibit B and incorporated herein by reference and on file at Governmental Management Solutions, LLC, 975 West Town Place, Suite 114, St. Augustine, Florida 32082 ("District Records Office"), the District hereby finds and determines that:

- (i) benefits from the Project will accrue to the property improved;
- (ii) the amount of those benefits will exceed the amount of the Assessments; and
- (iii) the Assessments are fairly and reasonably allocated;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT:

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to provisions of Florida law, including without limitation Chapters 170, 190 and 197, Florida Statutes. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.
2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to make all or a portion of the Project and to defray all or a portion of the cost thereof by the Assessments.
3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and place specifications for, the Project are described in Exhibit A, which is on file at the District Records Office. Exhibit B is also on file available for public inspection at the same location.
4. **DECLARING THE TOTAL ESTIMATED COST OF THE PROJECT, THE PORTION TO BE PAID BY ASSESSMENTS AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**
 - A. The total estimated construction cost of the Project is \$16,830,552.11 ("Estimated Cost").
 - B. The Assessments will defray approximately \$60,215,000, which is the anticipated maximum per value of any bonds and which exceeds all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in Exhibit B.
 - C. The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, as may be modified by supplemental assessment resolutions. Commencing with the years in which the Assessments are certified for collection, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as ad valorem taxes and collected pursuant to Chapter 197, Florida Statutes, provided, however, that in the event the uniform ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as otherwise permitted by law, including but not limited to direct bill. The decision to collect special 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.
5. **DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED.** The Assessments shall be levied within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or projects benefited thereby and further designated by the assessment plan hereinafter provided for.
6. **ASSESSMENT PLAN.** Pursuant to Section 170.06, Florida Statutes, there is on file, at the District Records Office, an assessment plan showing the area to be assessed, with certain plans and specifications describing the Project and the estimated cost of the Project, all of which are open to inspection by the public.
7. **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 assessment described in Exhibit B hereto, which shows lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.03(2)(4)(b), Florida Statutes, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

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Thu, Jun 25, 2020
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Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

*** PLEASE PRINT ***

NOTICE OF PUBLIC HEARING

DATE: July 15, 2020
TIME: 9:30 a.m.
LOCATION: RiverTown Amenity Center
156 Lansing Street
St. Johns, Florida 32259

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in Exhibit B. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

At the time of adoption of this Resolution 2020-28 there are currently in place federal, state, and local emergency declarations and orders ("Declarations"). In the event the Declarations remain in effect or if future orders or declarations arise, the hearing be conducted remotely, using communications media technology pursuant to Executive Orders 20-52, 20-49 and 20-121, issued Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2, Florida Statutes. Information regarding participation in any remote hearing may be obtained by contacting the District Manager at (904) 844-2650.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, Florida Statutes, and the District Manager hereby authorized and directed to place said notice in a newspaper of general circulation within St. Johns County (by two publications one week apart with the first publication at least twenty (20) days 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 owner 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 area to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, Florida Statutes, 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 St. Johns County and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

11. **SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, if any, and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 10th day of June, 2020.

ATTEST
/s/ Jim Perry
Secretary

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
/s/ Janet Thomas
Vice Chairperson, Board of Supervisors

Exhibit A: *Rivers Edge III Community Development District Master Improvement Plan*, dated June 3, 2020

Exhibit B: *Rivers Edge III Community Development District Master Special Assessment Methodology Report*, dated June 3, 2020
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THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE III CDD
475 WEST TOWN PLACE, SUITE 114
SAINT AUGUSTINE, FL 32092

ACCT: 48211
AD# 0003287207-01
PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **MELISSA RHINEHART** who on oath says he/she is an Employee of the **St. Augustine Record**, a daily newspaper published at **St. Augustine in St. Johns County, Florida**; that the attached copy of advertisement being a **NOTICE OF HEARING** in the matter of **170.07 FS-197.3632(4)(b) FS** was published in said newspaper on **06/18/2020, 06/25/2020**.

Affiant further says that the **St. Augustine Record** is a newspaper published at **St. Augustine, in St. Johns County, Florida**, and that the said newspaper heretofore has been continuously published in said **St. Johns County, Florida** each day and has been entered as second class mail matter at the post office in the **City of St. Augustine, in said St. Johns County, Florida** for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

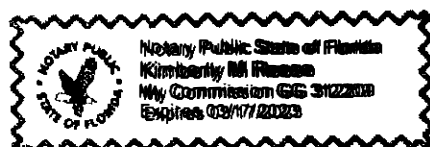
Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or
☐ online notarization

this day of **JUN 25 2020**

by *Melissa Rhinehart* who is personally known to
me or who has produced as identification

Kimberly M. Reese
(Signature of Notary Public)



NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS FOR 170.07 FS-197.3632(4)(b) FS, FLORIDA STATUTES, BY THE DISTRICT BOARD OF SUPERVISORS (The Board) TO CONSIDER ADOPTION OF ASSESSMENT ROLL FOR 170.07 FS-197.3632(4)(b) FS, FLORIDA STATUTES, BY THE DISTRICT BOARD OF SUPERVISORS (The Board)

NOTICE OF REGULAR MEETING

The **Rivers Edge III Community Development District ("District")** Board of Supervisors ("Board") will hold a regular meeting on **Monday, June 22, 2020, at 9:00 a.m.**, at the **Rivertown Amenity Center, 166 Landing Street, St. Johns, Florida** for an assessment roll, the imposition of a master special assessment roll, and special assessment roll for the **Rivers Edge III Community Development District**, as shown in the geographic depiction below, and to provide for the assessment of the special assessments. The district and its assets to be improved are within the area depicted on the map in the **District's Master Improvement Plan Report** dated June 3, 2020 (the "Improvement Plan"). A description of the project to be assessed is attached to the **Improvement Plan**. A description of the project to be assessed is attached to the **Improvement Plan**. At the conclusion of the meeting, the Board will resolve to adopt a master assessment roll as finally approved by the Board.

The District is a unit of special-purpose local government responsible for providing, in part, certain services within the District. The infrastructure improvements included in the Improvement Plan are current and limited to, master drainage and stormwater management, water transportation, water handling improvements, all as more specifically described in the Improvement Plan ("Improvements"), on all business hours from the District Board's Office at the addresses provided above.

The District intends to impose assessments on benefited lands within the District in the manner set forth in the **Assessment Methodology Report** dated June 3, 2020 (the "Assessment Report"), which is on file with the District Board's Office at the address provided above. The Assessment Report identifies the lands within the District and maximum assessments per parcel and painted with for currently expected to be assessed. The method of allocating assessments for the Improvements to be assessed is determined on an equal assessment per acre basis. At the time parcels are granted or other units, individual assessments will be assigned to those parcels at the maximum per-unit amounts equivalent residential units, or "ERUs," assigned to each property type. The methodology is explained in the **Assessment Report**. Also as described in more detail in the Assessment Report, the District's assessments will be levied on the District.

The annual principal assessment levied against each parcel will be based on repayment over a maximum term of 20 years. The District expects to collect sufficient revenues to retire the principal amount of debt to be assessed by the District, exclusive of anticipated fees and costs of collection, early payment and the annual interest. The proposed annual schedule of assessments is as follows: ("Max")

Lot Type	No. of Units	ERV	Maximum Principal per Parcel*	Maximum Annual Installment*
30-39'	0	.58	\$22,984	\$1,665
40-49'	886	.75	\$29,551	\$2,140
50-59'	135	.92	\$36,118	\$2,616
60-69'	413	1.00	\$39,402	\$2,854
70-79'	121	1.25	\$49,252	\$3,567
80' +	53	1.42	\$55,819	\$4,013
Townhomes	104	.62	\$24,429	\$1,769

* Excludes anticipated fees and costs of collection and enforcement, discounts for early payment, and debt anticipated to be issued to finance the Improvements.

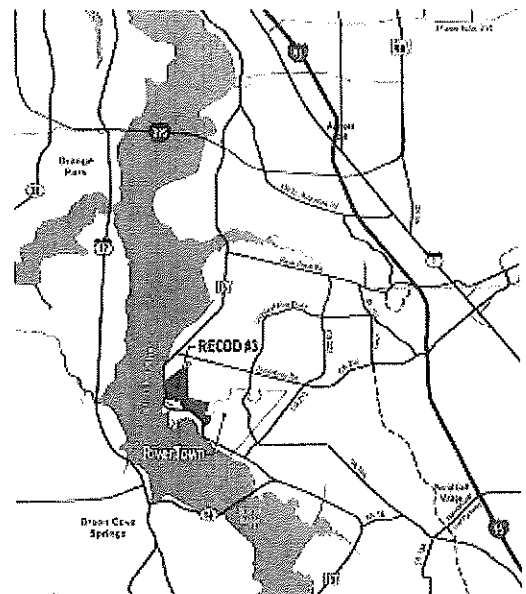
All amounts stated herein are subject to change and/or final determination at the public hearing above. Specific maximum amounts expected per parcel or product type are set forth in the Assessment Report. The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in installments subsequent to the issuance of debt to finance the Improvements. These annual assessments levied on the **St. Johns County** tax roll by the Tax Collector. Alternatively, the District may choose to assess these assessments. All affected property owners have the right to appear at the public hearings and discuss with the District within twenty (20) days of the publication of this notice. Notwithstanding the Assessments herein, landowners will not have a payment obligation until the hearing of bonds, at which time the District will determine the amount of the assessment. The fixed amount at a public hearing, pursuant to a supplemental assessment resolution, engineer's report and meeting record the Maximum Assessments noticed herein. Please note that the preceding statement only applies and shall have no effect on the ability of the District to levy assessments and collect payments in the absence of the District.

Also on **July 15, 2020, at 9:00 a.m.**, at the **Rivertown Amenity Center, 166 Landing Street, St. Johns, Florida** will hold a regular public meeting to consider any other business that may lawfully be considered by it and hearings are open to the public and will be conducted in accordance with the provisions of Florida Statutes. The Board meeting and/or the public hearings may be continued in progress to a date the meeting and/or hearings.

It is anticipated that the meetings and hearing will take place at the location listed above. However, if a public health emergency prevents the meetings and hearing from occurring, in person, the District meeting by telephone or video conferencing communications media technology pursuant to government limited to Executive Orders 20-52, 20-63, and 20-129, issued by Governor DeSantis, and any extension pursuant to Section 120.54(3)(b)2, Florida Statutes. Additional information regarding this public hearing contact the District Manager, Jim Perry, at jperry@remot.com or by calling (904) 940-5660.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting, there will need a record of the proceedings and should accordingly ensure that a verbatim record of the meeting is taken and evidence upon which such appeal is to be based.

Any person requesting special accommodations at the meeting or hearings because of a disability or physical condition should contact the District Office at (904) 940-5660 at least 48 hours prior to the meeting. If you are hearing impaired, call the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), in Florida.



**IN ACCORDANCE WITH SECTION
OF THE DISTRICT
IN ACCORDANCE WITH SECTION
OF THE DISTRICT**

It held public hearings on July 14, 2020 to consider the adoption of the proposed bonds to be levied, collection and enforcement and are as more particularly set forth in the attached "Plan". The public hearing is hereby to be assessed and the District Records Office located at 475 public hearings, the Board will,

structure improvements for lands to be expected to include, but are not limited to, master recreation, and other lands available during normal

with in the District's Master Specimen and available during normal operation identifies each tax parcel and each land use category that is funded by the District will increase subdivided into assessable (determined according to the schedule in more detail in the Assessment) will be levied against all assessable

of thirty (30) years for the total of \$80,245,000 in principal and enforcement, discounts for minimum Assessments):

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at more than thirty (30) annual meetings are anticipated to be held to directly collect and enforce the right to file written objections description of the Maximum which time the fixed assessment at amounts will be determined during but in an event will excess to capital (debt) assessments to the operation and maintenance

was, Florida 32259, the Board of the District. The Board meeting in law for community development and time certain announced at

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RESOLUTION 2020-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT, DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS; AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS SHALL BE LAYED; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LAYED; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICT EFFECTIVE DATE.

WHEREAS, the Rivers Edge III Community Development District ("District") was established by St. Johns County Board of County Commissioners, effective March 5, 2020, for the purpose of planning, engineering and maintaining certain infrastructure; and

WHEREAS, the District is a local unit of special-purpose government organized and existing under Florida Statutes, as amended, and is located entirely within St. Johns County, Florida; and

WHEREAS, the District is authorized by Chapter 190, Florida Statutes, to finance, fund, plan, establish, use, extend, construct, or reconstruct roadways, stormwater management/earthwork improvements, station and mitigation, street lighting and other infrastructure projects, and services necessitated by the lands within the District; and

WHEREAS, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, operate, and/or maintain the infrastructure improvements described in the *Rivers Edge III Community Development District Master Improvement Plan*, dated June 5, 2020, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, it is in the best interest of the District to pay all or a portion of the cost of the Project by a Chapter 190, Florida Statutes ("Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy and collect the same; and

WHEREAS, as set forth in the *Rivers Edge III Community Development District Master Special Assessment Plan*, dated June 5, 2020, attached hereto as Exhibit B and incorporated hereto by reference and on file at the Office, I.J.C., 475 West Town Place, Suite 115, St. Augustine, Florida 32082 ("District Records Office") determines that:

- (i) benefits from the Project will accrue to the property improved;
- (ii) the amount of those benefits will exceed the amount of the Assessments; and
- (iii) the Assessments are fairly and reasonably allocated;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT:

1. **AUTHORITY FOR THIS RESOLUTION INCORPORATION OF RECITALS.** This Resolution provides of Florida law, including without limitation Chapters 170, 190 and 197, Florida Statutes, incorporated herein and are adopted by the Board as true and correct statements.
2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to make and to defray all or a portion of the cost thereof by the Assessments.
3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general specifications for the Project are described in Exhibit A, which is on file at the District Records Office available for public inspection at the same location.
4. **DECLARING THE TOTAL ESTIMATED COST OF THE PROJECT, THE PORTION TO BE PAID, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**
 - A. The total estimated construction cost of the Project is \$16,850,253.11 ("Estimated Cost").
 - B. The Assessments will defray approximately \$60,215,000, which is the anticipated maximum per va includes all or a portion of the Estimated Cost, as well as other financing related costs, as set forth in Exhibit B.
 - C. The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, as an assessment resolutions. Commencing with the years in which the Assessments are certified for collection by paid in not more than thirty (30) annual installments. The Assessments may be payable at the same or as an ad valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, non-ad valorem assessment method of collecting the Assessments is not available to the District in that District to be in its best interest, the Assessments may be collected as is otherwise permitted by law direct bill. The decision to collect special assessments by any particular method, as set forth in the law, means that such method will be used to collect special assessments in future years, and the District retains the right to select collection methods in any given year, regardless of past practice.
5. **DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LAYED.** The lands within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon a benefited thereby and further designated by the assessment plan hereafter provided for.
6. **ASSESSMENT PLAN.** Pursuant to Section 170.01, Florida Statutes, there is on file at the District the plan showing the area to be assessed, with certain plans and specifications describing the Project and set all of which are open to inspection by the public.
7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, Florida Statutes, the District shall make a preliminary assessment roll, in accordance with the method of assessment described in Exhibits and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land shall be determined, in which the assessment may be divided, which assessment roll is hereby adopted and preliminary assessment roll.
8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3832(4)(b), Florida Statutes, among other provisions of Florida law, there are hereby held as follows:

NOTICE OF PUBLIC HEARINGS

DATE: July 15, 2020
 TIME: 9:30 a.m.
 LOCATION: RiverTown Amenity Center
 156 Landing Street
 St. Johns, Florida 32082

The purpose of the public hearings is to hear comment and objections to the proposed special assessments as identified in the preliminary assessment roll, a copy of which is on file and as set forth in the law. Any person may appear at the hearing or submit their comments in writing prior to the hearings at the District. At the time of adoption of this Resolution 2020-29 there are currently in place federal, state and local orders ("Declarations"). In the event the Declarations remain in effect on the date of the public hearings, the hearings shall be conducted remotely, using communication media technology pursuant to Executive Orders 20-55 Governor DeSantis, and any extensions or supplements thereto, and pursuant to Section 200.04(5)(b) Florida Statutes. Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, Florida Statutes, hereby authorized and directed to place and notice in a newspaper of general circulation within St. Johns one week apart with the first publication at least twenty (20) days prior to the date of the hearing. The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication. It is further authorized and directed to give thirty (30) days written notice by mail of the time and place of the hearings to be assessed and include in such notice the amount of the assessment for each such in the means to be imposed and notice that information concerning all assessments may be ascertained from the District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.06, Florida Statutes, the District shall cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

11. **SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the effect of any other section or part of a section of this resolution shall not thereby be affected or in that such other section or part of a section of this resolution is wholly or necessarily dependent upon so held to be invalid or unconstitutional.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED This 10th day of June, 2020.

ATTEST
 s/ Jim Perry
 Secretary

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
 s/ Janet Thomas
 Vice Chairperson, Board of Supervisors

Exhibit A: *Rivers Edge III Community Development District Master Improvement Plan*, dated June 5, 2020.
 Exhibit B: *Rivers Edge III Community Development District Master Special Assessment Methodology*, dated June 5, 2020.

**DEVELOPMENT DISTRICT
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Ordinance No. 2020-7 of the St.
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Community Development Dis-
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AGE III COMMUNITY

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Notice. The District Manager
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Notice of Hearing

Notice of Hearing

Notice of Hearing

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS FOR COMMUNITY DEVELOPMENT
NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS FOR COMMUNITY DEVELOPMENT
NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS FOR COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

The River Edge, II Community Development District ("District") Board of Directors ("Board") will hold public hearings on July 15, 2020, at 9:30 a.m. at the RiverTown Amenities Center, 166 Landing Street, St. Johns, Florida 32259, to consider the imposition of a special assessment for community development improvements. The Board is currently expected to include the use of the following categories of improvements: (1) water and sewerage improvements; (2) drainage improvements; (3) stormwater management improvements; (4) flood control improvements; (5) fire protection improvements; (6) law enforcement improvements; (7) public safety improvements; (8) recreation improvements; (9) cultural and historical resources improvements; (10) environmental improvements; (11) transportation improvements; (12) utility improvements; (13) telecommunications improvements; (14) information technology improvements; (15) other improvements. The Board is currently expected to include the use of the following categories of improvements: (1) water and sewerage improvements; (2) drainage improvements; (3) stormwater management improvements; (4) flood control improvements; (5) fire protection improvements; (6) law enforcement improvements; (7) public safety improvements; (8) recreation improvements; (9) cultural and historical resources improvements; (10) environmental improvements; (11) transportation improvements; (12) utility improvements; (13) telecommunications improvements; (14) information technology improvements; (15) other improvements.

Property Type	No. of Units	ERU	Maximum Annual Property Tax	Maximum Annual Assessment
10-20	12	36	\$21,884	\$1,445
20-30	688	76	\$29,553	\$2,140
30-40	135	92	\$36,318	\$2,616
40-50	412	100	\$39,302	\$2,854
50-60	121	125	\$49,392	\$3,567
60-70	83	142	\$55,819	\$4,023
70-80	104	182	\$74,429	\$5,169

* Excludes of maximum fee and costs of collection and enforcement, discounts for early payment, and the annual interest costs of the debt anticipated to be used to finance the improvements.

All amounts stated herein are subject to change and/or final determination at the public hearings and meeting identified above. The Board is currently expected to include the use of the following categories of improvements: (1) water and sewerage improvements; (2) drainage improvements; (3) stormwater management improvements; (4) flood control improvements; (5) fire protection improvements; (6) law enforcement improvements; (7) public safety improvements; (8) recreation improvements; (9) cultural and historical resources improvements; (10) environmental improvements; (11) transportation improvements; (12) utility improvements; (13) telecommunications improvements; (14) information technology improvements; (15) other improvements.

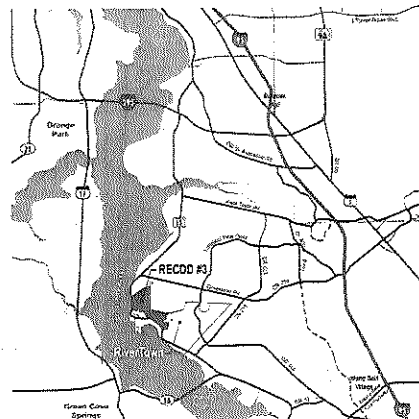
The Board is currently expected to include the use of the following categories of improvements: (1) water and sewerage improvements; (2) drainage improvements; (3) stormwater management improvements; (4) flood control improvements; (5) fire protection improvements; (6) law enforcement improvements; (7) public safety improvements; (8) recreation improvements; (9) cultural and historical resources improvements; (10) environmental improvements; (11) transportation improvements; (12) utility improvements; (13) telecommunications improvements; (14) information technology improvements; (15) other improvements.

At 9:30 a.m. on July 15, 2020, at the RiverTown Amenities Center, 166 Landing Street, St. Johns, Florida 32259, the Board will hold public hearings to consider any other business that may lawfully be considered by the District. The Board meeting will be held in accordance with the provisions of Florida law for community development districts. The Board is currently expected to include the use of the following categories of improvements: (1) water and sewerage improvements; (2) drainage improvements; (3) stormwater management improvements; (4) flood control improvements; (5) fire protection improvements; (6) law enforcement improvements; (7) public safety improvements; (8) recreation improvements; (9) cultural and historical resources improvements; (10) environmental improvements; (11) transportation improvements; (12) utility improvements; (13) telecommunications improvements; (14) information technology improvements; (15) other improvements.

It is anticipated that the hearings and meeting will take place at the location listed above. However, in the event that the COVID-19 public health emergency prevents the hearings and meeting from occurring in person, the Board may conduct the hearings and meeting by telephone or video conferencing communications technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-59, and 20-139, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2, Florida Statutes. Additional information regarding this public hearing may be obtained by contacting the District Manager, Jim Perry, at jperry@rmsn.com, or by calling (904) 940-5850.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person who is unable to attend the hearing or hearings because of a disability or physical impairment should contact the District Manager, Jim Perry, at (904) 940-5850, or by calling (904) 940-5850, for assistance in attending the hearing or hearings. The Board is currently expected to include the use of the following categories of improvements: (1) water and sewerage improvements; (2) drainage improvements; (3) stormwater management improvements; (4) flood control improvements; (5) fire protection improvements; (6) law enforcement improvements; (7) public safety improvements; (8) recreation improvements; (9) cultural and historical resources improvements; (10) environmental improvements; (11) transportation improvements; (12) utility improvements; (13) telecommunications improvements; (14) information technology improvements; (15) other improvements.



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