

Rivers Edge III
Community Development District

June 9, 2021

Rivers Edge III

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092

Phone: 904-940-5850 - Fax: 904-940-5899

June 4, 2021

Board of Supervisors
Rivers Edge III
Community Development District

Dear Board Members:

The Rivers Edge III Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, June 9, 2021 at 9:30 a.m.** at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida. Following is the advance agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Approval of the Minutes of the May 19, 2021 Meeting
- IV. Consideration of Work Authorization with Prosser, Inc. for Bidding and Construction Administration Services Related to the SR13 Roundabout
- V. Consideration of Engagement Letter with Grau & Associates for Arbitrage Rebate Services
- VI. Consideration of Pond Dye from Charles Aquatics
- VII. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- VIII. Consideration of Funding Request No. 12
- IX. Consideration of Check Register
- X. Supervisors' Requests and Audience Comments
- XI. Next Scheduled Meeting – July 21, 2021 at 9:30 a.m. at the RiverTown Amenity Center
- XII. Adjournment

Enclosed under the third order of business for your review and approval is a copy of the minutes of the May 19, 2021 Board of Supervisors meeting for your review and approval.

The fourth order of business is consideration of work authorization with Prosser, Inc. for bidding and construction administration services related to the SR13 roundabout. Copies of the work authorization and proposal from Prosser, Inc. are enclosed for your review and approval.

The fifth order of business is consideration of engagement letter with Grau & Associates for arbitrage rebate services. A copy of the engagement letter is enclosed for your review and acceptance.

The sixth order of business is consideration of pond dye from Charles Aquatics. A copy of the proposal for pond dye is enclosed for your review and approval.

A copy of funding request number 12 will be provided under separate cover.

A copy of the check register is enclosed for your review and approval.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850 or email jperry@gmsnf.com.

Sincerely,

James Perry

James Perry

District Manager
Rivers Edge III Community
Development District

AGENDA

Rivers Edge III

Community Development District

Agenda

Wednesday
June 9, 2021
9:30 a.m.

RiverTown Amenity Center
156 Landing Street
St. Johns, Florida 32259
Call-in #: 1-866-705-2554
Passcode: 464498

Website: www.RiversEdge3CDD.com

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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, May 19, 2021 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

| | |
|-----------------|---------------|
| Jacob O’Keefe | Chairman |
| DJ Smith | Vice Chairman |
| Jason Thomas | Supervisor |
| Chris Henderson | Supervisor |

Also present were:

| | |
|-------------------|-------------------|
| Ernesto Torres | District Manager |
| Jennifer Kilinski | District Counsel |
| Ryan Stilwell | District Engineer |
| Zach Davidson | Vesta |
| Jason Davidson | Vesta |
| Dan Fagen | Vesta |
| Jim Perry | GMS, LLC |
| Marilee Giles | GMS, LLC |
| Robert Beladi | VerdeGo |
| Lauren Gentry | HGS (by phone) |

The following is a summary of the discussions and actions taken at the May 19, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS Roll Call

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

SECOND ORDER OF BUSINESS Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS Approval of the Minutes of the April 21, 2021 Meeting

There were no comments on the minutes.

| |
|---|
| On MOTION by Mr. O’Keefe seconded by Mr. Henderson with all in favor the minutes of the April 21, 2021 meeting were approved. |
|---|

FOURTH ORDER OF BUSINESS**Ratification of Series 2021 Requisition Nos. 1 and 2**

Mr. Stilwell presented requisition numbers one and two for ratification. Requisition number one is payable to Mattamy Jacksonville in the amount of \$6,529,475 and requisition number two is also payable to Mattamy Jacksonville in the amount of \$2,597,124.13.

On MOTION by Mr. O’Keefe seconded by Mr. Smith with all in favor Series 2021 Requisition Nos. 1 and 2 were ratified.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2021-06, Approving the Proposed Budget for Fiscal Year 2022 and Setting a Public Hearing Date for Adoption**

Mr. Torres noted the public hearing will be scheduled for August 18, 2021 at 4:30 p.m.

Mr. Perry gave an overview of the budget noting developer contributions will be reduced and there will be a new line item for assessments for lots that have been platted. The number of that new line will be \$137,476. Mr. Perry noted the administrative expenditures have increased for fiscal year 2022 due to the bond issuance. For grounds maintenance, there are new costs anticipated for landscape maintenance, lake maintenance and sewer/water/irrigation.

On MOTION by Mr. O’Keefe seconded by Mr. Smith with all in favor resolution 2021-06 approving the proposed budget for fiscal year 2022 and setting a public hearing date for adoption was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2021-07, Ratifying Actions Related to the Series 2021 Bonds**

Ms. Kilinski informed the Board in conjunction with the issuance of the Series 2021 Bonds this resolution ratifies actions the Board and staff took in executing documents that were necessary.

On MOTION by Mr. O’Keefe seconded by Mr. Henderson with all in favor resolution 2021-07 ratifying actions related to the Series 2021 Bonds was approved.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

Ms. Kilinski noted the Board was sent her firm's publication that gives an update on any bills that passed during legislature. She will provide another update to the Board after the bills are signed in the next 60 days.

B. District Engineer

Mr. Stilwell informed the Board the plans for the roundabout on SR13 are ready and he is finalizing the dates for the request for bids to go out in the next couple of weeks.

C. District Manager – Report on the Number of Registered Voters (0)

Mr. Torres noted there are zero registered voters reported to be residing within the District's boundaries per the St. Johns County Supervisor of Elections.

EIGHTH ORDER OF BUSINESS**Financial Reports****A. Balance Sheet and Income Statement**

Copies of the balance sheet and income statement were included in the agenda package.

B. Consideration of Funding Request No. 11

A copy of the funding request totaling \$15,301.96 was included in the agenda package.

On MOTION by Mr. O'Keefe seconded by Mr. Henderson with all in favor funding request number 11 was approved.

NINTH ORDER OF BUSINESS**Supervisors' Requests and Audience Comments**

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – June 16, 2021 at 9:30 a.m. at the RiverTown Amenity Center

ELEVENTH ORDER OF BUSINESS**Adjournment**

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

Work Authorization

June 9, 2021

Rivers Edge III Community Development District
St. Johns County, Florida

Subject: **Work Authorization**
Rivers Edge III Community Development District

Dear Chairman, Board of Supervisors:

Prosser, Inc. (“Engineer”) is pleased to submit this work authorization to provide professional engineering services for the Rivers Edge III Community Development District (the “District”). We will provide these services pursuant to the terms of our current agreement dated _____ (the “Engineering Agreement”) as follows:

I. Scope of Work

The District will engage the services of Engineer to provide bidding and construction administrative services for the proposed SR13 Roundabout within the District, all as set forth in more detail in **Exhibit A**, attached hereto and incorporated herein by reference (the “Services”).

II. Fees

The District will compensate the Engineer for the Services on an hourly basis in accordance with the terms of the Engineering Agreement; provided, however, that the Engineer’s total compensation for the provision of the Services shall not exceed _____ Dollars (\$_____).

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Rivers Edge III CDD
Date: _____

By: _____
Prosser, Inc.

Exhibit A
Scope of Services

May 21, 2021

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

**Re: SR 13 Roundabout
Proposal for Bidding and Construction Administrative Services**

Dear Board of Supervisors:

Thank you for this opportunity to offer bidding and construction administrative (CA) services for the proposed SR 13 Roundabout within the Rivers Edge III CDD. This proposal assumes Prosser will act as the Owner's representative for any civil construction related issues with Prosser being the main point of contact for any design, permitting, contract, construction, and close-out issues throughout the project's construction phase. The following assumes a seven-month construction duration with required front and back-end efforts. Below you will find our scope of services with a brief explanation of each:

TASK 1.0 – BID ADMINISTRATION

We have successfully prepared and conducted numerous bidding procedures for our clients and have extensive experience with successful bid processes. Our varied experience allows us to protect your interests during the bid as well as through construction and closeout. Our approach is as follows:

1. **Preparation of Bid Documents-** Prosser will add front end bid documents to the approved plan set and assemble the project manual as necessary to clarify the extent and intent of the construction project. We will submit draft bid documents for review by District Counsel and will make changes resulting from this review.
2. **Assistance in Advertisement of Bid-** Prosser will provide the Advertisement of Bid to the local newspaper in accordance with Florida Statutes and confirm all notices are published per those requirements.
3. **Reproduction of Project Documents-** Prosser will make bid packages available to prospective bidders for pickup and maintain a current list of plan holders.
4. **Response to Bidder's Questions-** During the bidding process, prospective bidders may submit technical questions to the owner. Prosser shall assist in preparing answers to such technical questions as requested by the owner. The responses will be formally issued to all plan holders in the form of an addendum.
5. **Bid Opening-** Prosser will conduct the public bid opening in our office.

6. **Evaluation of Bids-** Prosser will combine all received schedules of values for use in evaluating the bids in a side-by-side comparison for the CDD Board. In the event that any math errors or mistakes in bid form are present, Prosser will discover, and report said errors to the Owner.
7. **Bid Award-** Prosser will assist the CDD and District Counsel in notifying the bidder chosen for award and assist in obtaining from the bidder all administrative documents required to move toward execution of the contract agreement.

TASK 2.0 – CONSTRUCTION ADMINISTRATION

Our extensive experience, familiarity with the area and relationships with local regulatory bodies have helped us refine and streamline our land development management process. Our strategy will facilitate the most efficient construction of all planned improvements and utility infrastructure. The strategy (after completion of final design and permitting) consists of the following:

- Schedule and attend pre-construction meetings as required by state, county or local municipalities and regulatory agencies and on behalf of the CDD to establish ground rules and expectations.
- Monitor the master horizontal schedule that will include site work construction, electric power installation, TECO gas installation (if necessary), and any other underground utilities. We encourage early meetings and open communication to determine end uses.
- Conduct shop drawing reviews.
- Conduct and document project coordination meetings.
- Provide plan interpretation.
- Response to Contractor or Owner requests for information (RFI).
- Periodic construction observation and witnessing of milestone testing as required.
- Coordinate change order review, negotiation, execution with contractor and Owner
- Pay Application review and recommendation for payment, including monthly site visit for verification of reported percentages complete.
- Monitoring of construction materials testing (CMT) reports.
(The Contractor will be responsible for providing all testing in accordance with the contract documents and FDOT requirements. Prosser will monitor the testing and at the project's completion, assure a summary record book is provided for the CDD's files.)
- As-Built review and certification to applicable permitting agencies.
- Scheduling and attendance of final inspections with the applicable regulatory agency staff and development, distribution, and assurance of completion of punch list(s).
- Issuance of certificate of substantial completion
(The certificate of substantial completion formalizes the date of commencement for all Contractors' warranties and includes the conditions under which the Contractor can achieve final acceptance and the release of retainage payment)
- Permit close-out, project acceptance.

FEES

We propose the above-described services to be invoiced in accordance with the attached hourly rate schedule. The following budget will not be exceeded without your prior written authorization. These fees anticipate a construction duration and close-out of approximately 7 months.

| TASK | DESCRIPTION | FEE |
|------|--|-------------|
| 1.0 | Bid Administration – Public Bid (Lump Sum) | \$6,000.00 |
| 2.0 | Construction Administration (T&M Budget) | \$36,000.00 |

All expenses shall be reimbursed at a cost times factor of 1.15

Items not included in the above fee proposal and not anticipated to be needed are as follows:

- Construction administration duties not specifically listed above
- Construction administration duties exceeding the anticipated construction schedule duration
- Construction Engineering Inspections

We thank you for the opportunity to offer this proposal for professional services. Please feel free to call me directly at (904) 739-3655 if you have any questions or concerns. Our standard general conditions and rate schedule are attached. If you wish to authorize us to proceed, we ask that you sign and return one copy of this proposal to our office. Again, thank you for giving us the opportunity to work with you on this project.

Sincerely,

PROSSER, Inc.

Ryan P. Stilwell, PE
Principal

Ryan J. Weilersbacher
Project Manager, Construction Services

Accepted By:

Signature

Typed Name and Title

Date

PROSSER, INC.

GENERAL CONDITIONS

1. Invoicing for services will be on a monthly basis and in proportion to the amount of work performed. Payment for work completed is not contingent upon receipt of governmental or other approvals. Payment is required within 30 days from date of invoice. Past due invoice amounts will be subject to interest charges at a rate of one percent (1%) per month. Should any invoice be 15 or more days past due, Prosser, Inc. shall have the right to suspend work on the project 10 days after written notice to our Client. Prosser, Inc. reserves the right to withhold sealing of drawings until all invoices due and payable have been paid in full.
2. Default: If the said Client fails to perform the covenants herein contained or fails to make payment as herein specified, Prosser, Inc. shall have the right to bring suit against Client for the sums due hereunder. In connection with any litigation arising herein, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.
3. Lien Provisions: The Client acknowledges that it has secured legal rights to the property upon which the contemplated project will be built. Client further agrees that Prosser, Inc. may file its "Notice to Owner" to secure its right to payment.
4. Regulatory Changes: The lump sum fees and corresponding scope of work has been formulated based upon existing regulatory codes, ordinances and procedures known to Prosser, Inc. on the date of proposal preparation. In the event subsequent regulatory changes require revisions to work completed or an increased level of effort, compensation for this additional work shall be in accordance with Paragraph 5 herein.
5. Additional Work: If the scope of our Agreement is modified, additional work may be undertaken at Prosser, Inc.'s discretion, under a lump sum fee or a time and material basis in accordance with our hourly rate schedule attached hereto.
6. Excluded Items From Lump Sum Fees: The lump sum fees do not include the cost of surveying, preparation of easements, soil tests or hydrogeologic work. Prosser, Inc.'s scope of work includes coordination with subconsultants, however, we request that their invoicing be made directly to you.
7. Reimbursable Expenses: Client requested expedited data delivery such as courier, fax, Federal Express, etc., shall be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule. Costs of reproduction for transmittals & submittals beyond those specifically referenced in the proposal shall also be invoiced as a reimbursable expense in accordance with the attached hourly rate schedule.
8. Indemnification: Prosser, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Prosser, Inc.'s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of our subconsultants or anyone for whom Prosser, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Prosser, Inc. harmless from any damage, liability or cost, including reasonable attorney's fees and costs, caused by the negligent acts, errors or omissions by the Client and those of its contractors, subcontractors or consultants or anyone who acts on behalf of Client, and arising from the project that is the subject of this Agreement.

9. Limitations of Liability: In performing its professional services hereunder, Prosser, Inc. will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY PROSSER, INC.'S UNDERTAKING HEREIN OR ITS PERFORMANCE OF SERVICES HEREUNDER. IT IS AGREED THAT BY EXECUTION OF THE ATTACHED PROPOSAL, THE CLIENT ACKNOWLEDGES THAT PROSSER, INC.'S LIABILITY FOR ANY DAMAGE, LIABILITY OR COST ON ACCOUNT OF ANY ERROR, OMISSION, OR OTHER PROFESSIONAL NEGLIGENCE WILL BE LIMITED TO A SUM NOT TO EXCEED \$15,000 OR PROSSER, INC.'S FEE, WHICHEVER IS GREATER.**
10. Preliminary and detailed estimates of Construction Cost, if any, prepared by Prosser, Inc., represent our judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Prosser, Inc. nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Prosser, Inc. cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by Prosser, Inc.
11. Regulatory Permitting: This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee at the time applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon Engineer of Record inspection and certification of construction. In the event such a condition is imposed, progress and final inspections must be provided by Prosser, Inc. Compensation for this additional work shall be in accordance with Paragraph 5 herein.
12. Term of Agreement: This Agreement shall commence on the effective date of the attached proposal and upon execution by the Client. If the Client does not execute this Agreement within thirty days of the date noted on the Proposal, it is no longer valid unless otherwise mutually agreed upon by Client and Prosser.

9/15/2015

PROSSER



Creative Visionaries. Engineering Minds®

Hourly Rate Schedule

Effective August 1, 2018

Planning & Engineering

| | |
|---|-------|
| Principal | \$210 |
| Project Director | \$185 |
| Project Manager | \$160 |
| Senior Engineer | \$150 |
| Engineer | \$130 |
| Senior Planner & Senior Landscape Architect | \$150 |
| Planner & Landscape Architect | \$130 |
| Senior Graphic Arts Director | \$150 |
| Graphic Art Designer | \$110 |
| Senior Designer | \$130 |
| Designer | \$100 |
| CADD Technician | \$85 |
| Clerical | \$60 |
| Administrative Support | \$85 |

Project & Business Services

| | |
|------------------------------|-------|
| Project Administrator | \$140 |
| Sr. Project Researcher | \$135 |
| Project Researcher | \$130 |
| Sr. Public Relations Liaison | \$150 |
| Technical Writer | \$100 |

Information Services

| | |
|---------------------|-------|
| Programmer | \$135 |
| Information Systems | \$135 |
| GIS Programmer | \$135 |
| GIS Analyst | \$130 |
| GIS Technician | \$110 |

CEI/Construction Management Services

| | |
|------------------------------|-------|
| Resident Engineer | \$150 |
| Construction Project Manager | \$140 |
| Sr. Construction Inspector | \$ 95 |
| Construction Inspector | \$ 85 |

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

FIFTH ORDER OF BUSINESS



951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

May 6, 2021

Board of Supervisors
Rivers Edge III Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

We appreciate the opportunity to offer our services to Rivers Edge III Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$9,880,000 Capital Improvement Revenue Bonds, Series 2021 (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau & Associates ("Grau") will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

The procedures that Grau has been requested to perform are solely the responsibility of the Issuer. Furthermore, Grau has no responsibility to advise the Issuer of other procedures that might be performed and makes no representations as to the sufficiency of such procedures for the purposes of the Issuer.

Grau's responsibility is limited to performing the procedures specified and agreed to, and to reporting the resulting findings, subject to the limitations contained herein, and our engagement cannot be relied on to disclose errors or irregularities should they exist. Grau has no responsibility for updating the procedures performed or for performing any additional procedures.

Since tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage rebate calculations. Any of your Bond issues may be selected for review by the Internal Revenue Service ("IRS"), which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Due to the lack of clarity in the tax law, we cannot provide assurance that the positions asserted by the IRS may not ultimately be sustained. You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

The Issuer shall provide accurate and complete information requested by Grau. Grau has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, the Issuer, even if Grau had reason to know or should have known of such inaccuracy or incompleteness.

Should Grau determine that significant restrictions are being placed on the performance of the above-mentioned procedures by the Issuer, Grau shall be entitled to withdraw from this engagement.

Any report issued by Grau will not be used by, or circulated, quoted, disclosed or distributed to, nor will reference to such reports be made to anyone who is not a member of management or of the Board of Directors of the Issuer.

Limitation on Liability

The Issuer agrees that Grau, its partners, principals, and employees shall not be liable to the Issuer for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Issuer to Grau for the services performed pursuant to this engagement. In no event shall Grau, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost, or expense (including without limitation, lost profits and opportunity costs).

The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

The limitation on liability and indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The agreements and undertakings of the Issuer contained in this engagement letter, including, without limitation, those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, shall survive the completion of termination of this engagement.

Our fee for performing the annual rebate calculations will be \$600. We will discuss with you whether a fee adjustment is appropriate on rebate calculations for future periods. Furthermore, you may request additional consulting services from us upon occasion and we will bill you for these services at our standard hourly rates unless otherwise agreed.

You understand that the arbitrage rebate services and report described above are solely to assist you in meeting your requirements for federal income tax compliance purposes.

If the above terms are acceptable to you, and the services outlined are in accordance with your understanding, please sign both engagement letters in the space provided and return one original to us.

Very truly yours,



Antonio Grau

Accepted and agreed to by Rivers Edge III Community Development District:

Signature: _____

Title: _____

Date: _____

SIXTH ORDER OF BUSINESS



This agreement dated _____, 2021 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Rivers Edge CDD III

Address 475 West Town Place Suite 114

City St Augustine State FL Zip 32092

Phone 904-599-8161 Cell _____

E-mail zdavidson@vestapropertyservices.com

Hereinafter called "CLIENT".

1. **Charles Aquatics, Inc.**, agrees to provide One (1) 55 Gallon drum of Pond Dye in accordance with the terms and conditions of this Agreement at the following location(s): **All Ponds at Rivers Edge CDD III.**
2. CLIENT agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed services:

Half of One 55-gallon drum of Blue Pond Dye \$600

Terms & Conditions:

- 1) Payment for entire balance of service is **due no later than 30 days after date of the invoice.**
- 2) **Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one-half percent (1.5%) per month may be assessed for the period of delinquency.
- 3) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **June 30, 2021.**
- 4) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**.
- 5) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 6) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth

above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

- 7) **Authorized Agent - CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 8) **Damages - Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 9) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 10) **Alterations and Modifications** - This two (2) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

CHARLES AQUATICS, INC.


James H. Charles, III

Customer Signature

Date

NINTH ORDER OF BUSINESS

Rivers Edge III

Community Development District

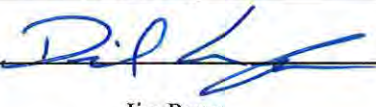
Check Run Summary

May 31, 2021

| Fund | Date | Check No. | Amount |
|--------------|---------|-----------|---------------|
| General Fund | 5/19/21 | 55-61 | \$ 146,861.38 |
| Total | | | \$ 146,861.38 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|----------------------------------|-------|-----------------------------------|--|-------------|--------|------------|---------------------------|
| 5/19/21 | 00003 | 2/01/21 7 | 202102 310-51300-34000 | | * | 1,250.00 | |
| | | | FEB MANAGEMENT FEES | | | | |
| | | 2/01/21 7 | 202102 310-51300-35100 | | * | 104.17 | |
| | | | FEB WEBSITE ADMIN | | | | |
| | | 2/01/21 7 | 202102 310-51300-51000 | | * | 12.56 | |
| | | | OFFICE SUPPLIES | | | | |
| | | 2/01/21 7 | 202102 310-51300-42000 | | * | 1.00 | |
| | | | POSTAGE | | | | |
| | | 2/01/21 7 | 202102 310-51300-42500 | | * | 73.80 | |
| | | | COPIES | | | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | 1,441.53 000055 |
| 5/19/21 | 00003 | 2/17/21 02172021 | 202102 300-13100-10300 | | * | 515.00 | |
| | | | DEPOSIT CORRECTION RE I | | | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | 515.00 000056 |
| 5/19/21 | 00004 | 1/15/21 119688 | 202012 310-51300-31500 | | * | 3,133.87 | |
| | | | DEC GENERAL COUNSEL | | | | |
| HOPPING GREEN & SAMS | | | | | | | 3,133.87 000057 |
| 5/19/21 | 00011 | 5/15/21 05152021 | 202105 300-20700-10000 | | * | 131,662.00 | |
| | | | COST SHARE CS2021-01 | | | | |
| RIVERS EDGE CDD | | | | | | | 131,662.00 000058 |
| 5/19/21 | 00008 | 1/01/21 0101C | 202101 320-57200-46100 | | * | 3,369.66 | |
| | | | JAN LANDSCAPE MAINTENANCE | | | | |
| VERDEGO | | | | | | | 3,369.66 000059 |
| 5/19/21 | 00008 | 12/01/20 4277C | 202012 320-57200-46100 | | * | 3,369.66 | |
| | | | DEC LANDSCAPE MAINTENANCE | | | | |
| VERDEGO | | | | | | | 3,369.66 000060 |
| 5/19/21 | 00008 | 2/01/21 0202C | 202102 320-57200-46100 | | * | 3,369.66 | |
| | | | FEB LANDSCAPE MAINTENANCE | | | | |
| VERDEGO | | | | | | | 3,369.66 000061 |
| TOTAL FOR BANK A | | | | | | 146,861.38 | |
| TOTAL FOR REGISTER | | | | | | 146,861.38 | |

Check Approval Form

| | | |
|-------------------------|---|-------------|
| Date: | May 19, 2021 | |
| District: | Rivers Edge III CDD | |
| Fund Code: | 1 | |
| Beginning Check #: | 55 | |
| Ending Check #: | 61 | |
| Total Amount of Checks: | \$ 146,861.38 | New Balance |
| Balance in Account***: | \$ 152,202.33 | \$5,340.95 |
| Recent Deposits: | | |
| Prepared by: | Daniel Laughlin | |
| Signature: |  | |
| Approved by: | Jim Perry | |
| Signature: | | |

BANK A: RIVERS EDGE III CDD

| VEND NO. | Invoice Date | Vendor Inv. No. | ---General Ledger#----- | St Cr | DUE DATE | GROSS AMOUNT | DISC AMOUNT | NET AMOUNT | CHECK NO. |
|----------|--------------|-----------------|----------------------------------|-------|----------|--------------|-------------|------------|-----------|
| 00003 | 20121 7 | | 001-310-51300-34000 | | 20121 | 1,250.00 | .00 | 1,250.00 | |
| | | | FEB MANAGEMENT FEES | | | | | | |
| 00003 | 20121 7 | | 001-310-51300-35100 | | 20121 | 104.17 | .00 | 104.17 | |
| | | | FEB WEBSITE ADMIN | | | | | | |
| 00003 | 20121 7 | | 001-310-51300-51000 | | 20121 | 12.56 | .00 | 12.56 | |
| | | | OFFICE SUPPLIES | | | | | | |
| 00003 | 20121 7 | | 001-310-51300-42000 | | 20121 | 1.00 | .00 | 1.00 | |
| | | | POSTAGE | | | | | | |
| 00003 | 20121 7 | | 001-310-51300-42500 | | 20121 | 73.80 | .00 | 73.80 | |
| | | | COPIES | | | | | | |
| | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 1,441.53 | .00 | 1,441.53 | 000055 |
| 00003 | 21721 | 02172021 | 001-300-13100-10300 | | 21721 | 515.00 | .00 | 515.00 | |
| | | | DEPOSIT CORRECTION RE I | | | | | | |
| | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 515.00 | .00 | 515.00 | 000056 |
| 00004 | 11521 | 119688 | 001-310-51300-31500 | | 11521 | 3,133.87 | .00 | 3,133.87 | |
| | | | DEC GENERAL COUNSEL | | | | | | |
| | | | HOPPING GREEN & SAMS | | | 3,133.87 | .00 | 3,133.87 | 000057 |
| 00011 | 51521 | 05152021 | 001-300-20700-10000 | | 51521 | 131,662.00 | .00 | 131,662.00 | |
| | | | COST SHARE CS2021-01 | | | | | | |
| | | | RIVERS EDGE CDD | | | 131,662.00 | .00 | 131,662.00 | 000058 |
| 00008 | 10121 | 0101C | 001-320-57200-46100 | | 10121 | 3,369.66 | .00 | 3,369.66 | |
| | | | JAN LANDSCAPE MAINTENANCE | | | | | | |
| | | | VERDEGO | | | 3,369.66 | .00 | 3,369.66 | 000059 |
| 00008 | 120120 | 4277C | 001-320-57200-46100 | | 120120 | 3,369.66 | .00 | 3,369.66 | |
| | | | DEC LANDSCAPE MAINTENANCE | | | | | | |
| | | | VERDEGO | | | 3,369.66 | .00 | 3,369.66 | 000060 |
| 00008 | 20121 | 0202C | 001-320-57200-46100 | | 20121 | 3,369.66 | .00 | 3,369.66 | |
| | | | FEB LANDSCAPE MAINTENANCE | | | | | | |
| | | | VERDEGO | | | 3,369.66 | .00 | 3,369.66 | 000061 |
| | | | RIVERS EDGE III CDD | | | 146,861.38 | .00 | 146,861.38 | |
| | | | GENERAL FUND | | | 146,861.38 | .00 | 146,861.38 | |

1001 Bradford Way
Kingston, TN 37763

Invoice #: 7
Invoice Date: 2/1/21
Due Date: 2/1/21
Case:
P.O. Number:

Rivers Edge III CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

RECEIVED
FEB 02 2021
By _____

| | |
|-------------------------|------------|
| Total | \$1,441.53 |
| Payments/Credits | \$0.00 |
| Balance Due | \$1,441.53 |

From: Jim Perry jperry@gmsnf.com
Subject: Re: Rivers Edge
Date: February 17, 2021 at 2:38 PM
To: Ernesto Torres etorres@gmsnf.com
Cc: Daniel Laughlin dlaughlin@gmsnf.com, Hannah Smith hsmith@gmstnn.com

Daniel

Cut a check from Rivers Edge 3 back to GMS. Hannah reissue a check from GMS to Rivers Edge for the ~~\$500~~ **\$515**, so it can be deposited and we have a straight audit trail from GMS.

Thanks, JP

James Perry, CPA
Managing Director
Governmental Management Services, LLC
475 West Town Place, Suite 114
World Golf Village
St Augustine, Florida 32092
904 940 5850 x 409 386 453 8299 cell
jperry@gmsnf.com

PLEASE NOTE NEW EMAIL ADDRESS

On Feb 17, 2021, at 2:31 PM, Ernesto Torres <etorres@gmsnf.com> wrote:

- Ernesto Torres

.....
Governmental Management Services

From: Daniel Laughlin <dlaughlin@gmsnf.com>
Date: Wednesday, February 17, 2021 at 1:58 PM
To: Ernesto Torres <etorres@gmsnf.com>
Cc: Hannah Smith <hsmith@gmstnn.com>
Subject: Re: FW: Rivers Edge

Hey Ernesto,

We received the check. It came with a RE III check and I accidentally deposited both to RE III. I'll be cutting a check from RE III to RE and depositing it next week.

Thank you

On Wed, Feb 17, 2021, 11:51 AM Ernesto Torres <etorres@gmsnf.com> wrote:

Daniel/Hannah,

Could you verify when the \$500 credit will be issued to RE? I'm assuming it will be in the next GMS invoice 2/1/21. Please let me know.

Kelly, FYI.

Hopping Green & Sams

Attorneys and Counselors

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

STATEMENT

January 15, 2021

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

Bill Number 119688
Billed through 12/31/2020

General Counsel
RE3CDD 00001 JLK



1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------|-----|---|----------|
| 12/02/20 | LMG | Review November meeting minutes and provide comments; confer with district engineer regarding roadway acquisitions. | 0.20 hrs |
| 12/07/20 | JLK | Review agenda package and prepare for Board meeting; review acquisition documents and confer with Gentry on same. | 0.20 hrs |
| 12/07/20 | LMG | Review engineer's revisions to acquisition of roadway improvements and back-up documentation for same. | 0.50 hrs |
| 12/09/20 | JLK | Confer regarding acquisition package and supporting documents for same; review documents received; confer with engineer and bond counsel on documentation and options related to same; transmit summary of same. | 1.30 hrs |
| 12/09/20 | LMG | Send roadway acquisition documents for inclusion in agenda package; review backup documentation for same; confer with Kilinski regarding timing of acquisition and necessary documents. | 0.60 hrs |
| 12/10/20 | JLK | Review interlocal table of cost allocations; review agenda and prepare for Board meeting. | 0.40 hrs |
| 12/14/20 | JLK | Confer regarding shared expense calculation and invoice questions and review interlocal for same; transmit information on same; review Verdego contract for billing questions; review agenda package and prepare for Board meeting. | 0.80 hrs |
| 12/15/20 | JLK | Review agenda package and prepare for Board meeting; confer with landowner regarding acquisition backup materials and options related to same. | 0.80 hrs |
| 12/16/20 | JLK | Prepare for Board meeting; travel to/from and attend Board meeting. | 2.30 hrs |
| 12/18/20 | JLK | Conference call regarding Tracts O-4/O-5 and plat language/updates to same. | 0.30 hrs |
| 12/22/20 | JLK | Confer regarding timing of plat recordation for roadway and confer with Gentry regarding update/timing of acquisition documents and back up for same. | 0.30 hrs |
| 12/22/20 | LMG | Review acquisition back-up documents; prepare contractor releases and documents for signature. | 1.50 hrs |
| 12/23/20 | LMG | Confer with developer regarding timing of roadway acquisitions. | 0.20 hrs |
| 12/29/20 | JLK | Review updated acquisition packages and documents and confer with Gentry on outstanding items/questions on same. | 0.30 hrs |

=====

| | | | |
|----------------------------|------|--|------------|
| 12/31/20 | EGRE | Research application of E-Verify law; prepare memorandum regarding same. | 0.10 hrs |
| Total fees for this matter | | | \$2,912.50 |

DISBURSEMENTS

| | |
|-------------------------------------|----------|
| Travel | 178.26 |
| Travel - Meals | 8.58 |
| Total disbursements for this matter | \$186.84 |

MATTER SUMMARY

| | | | |
|-----------------------|----------|---------|------------|
| Gregory, Emma C. | 0.10 hrs | 255 /hr | \$25.50 |
| Kilinski, Jennifer L. | 6.70 hrs | 310 /hr | \$2,077.00 |
| Gentry, Lauren M. | 3.00 hrs | 270 /hr | \$810.00 |

| | |
|-------------------------------------|------------|
| TOTAL FEES | \$2,912.50 |
| TOTAL DISBURSEMENTS | \$186.84 |
| INTEREST CHARGE ON PAST DUE BALANCE | \$34.53 |

| | |
|--------------------------------------|-------------------|
| TOTAL CHARGES FOR THIS MATTER | \$3,133.87 |
|--------------------------------------|-------------------|

BILLING SUMMARY

| | | | |
|-----------------------|----------|---------|------------|
| Gregory, Emma C. | 0.10 hrs | 255 /hr | \$25.50 |
| Kilinski, Jennifer L. | 6.70 hrs | 310 /hr | \$2,077.00 |
| Gentry, Lauren M. | 3.00 hrs | 270 /hr | \$810.00 |

| | |
|-------------------------------------|------------|
| TOTAL FEES | \$2,912.50 |
| TOTAL DISBURSEMENTS | \$186.84 |
| INTEREST CHARGE ON PAST DUE BALANCE | \$34.53 |

| | |
|------------------------------------|-------------------|
| TOTAL CHARGES FOR THIS BILL | \$3,133.87 |
|------------------------------------|-------------------|

Please include the bill number with your payment.

Rivers Edge III
COMMUNITY DEVELOPMENT DISTRICT

General Fund

Check Request

| Date | Amount | Authorized By |
|--------------|--------------|---------------|
| May 15, 2021 | \$131,662.00 | Hannah Smith |

Payable to:

| |
|-----------------|
| Rivers Edge CDD |
|-----------------|

Date Check Needed:

Budget Category:

| | |
|------|---------------------|
| ASAP | 001-300-20700-10000 |
|------|---------------------|

Intended Use of Funds Requested:

| |
|---|
| |
| |
| Cost Share Invoice CS2021-01 |
| |
| |
| |
| |
| |
| |
| <i>(Attach supporting documentation for request.)</i> |



Invoice

Invoice #: 0101C

1/1/2021

Customer PO:

DUE DATE: 01/31/2021

BILL TO

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

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract January 2021

AMOUNT

\$3,369.66

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$3,369.66

1.32.572.461
8





Invoice

Invoice #: 4277C

Date: 12/01/2020

Customer PO:

DUE DATE: 12/31/2020

BILL TO

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

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract December 2020

AMOUNT

\$3,369.66

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$3,369.66

1.32.572.461
8





Invoice

Invoice #: 0202C

Date: 02/01/2021

Customer PO:

DUE DATE: 03/02/2021

BILL TO

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

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract February 2021

AMOUNT

\$3,369.66

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$3,369.66

1.32.572.461
8

(RECD 3)

Am

