Rívers Edge III Community Development District

October 19, 2022

## AGENDA

October 12, 2022

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 to be held on Wednesday, October 19, 2022 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. Following is the agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Approval of MinutesA. September 7, 2022 Special Joint Meeting
  - B. September 14, 2022 Board of Supervisors Meeting
- IV. Ratification of Agreement with Yellowstone Landscape, Inc. for Landscape and Irrigation Maintenance Services
- V. Consideration of Resolution 2023-01, Authorizing Investment of Funds in the Local Government Surplus Funds Trust Fund
- VI. Acceptance of Audit Engagement Letter from Grau & Associates for Fiscal Year 2022
- VII. Consideration of Cost Share Items A. Waterslide Repair
  - B. RiverFront Park Septic System Repair
  - C. Reupholstering of Outdoor Cushions
- VIII. Staff Reports
  - A. District Counsel
  - B. District Engineer

- C. District Manager
- D. Operations & Maintenance 1. Landscape Update
  - 2. Pond Report
- E. Landscape Report
- IX. Financial Reports
  - A. Balance Sheet and Statement of Revenues and Expenditures
  - B. Approval of Check Register
  - C. Consideration of Funding Request No. 28
- X. Supervisor Requests and Audience Comments
- XI. Next Scheduled Meetings Landowner's Election on November 8, 2022 at 2:00 p.m. at the offices of GMS and Regular Board of Supervisors Meeting on November 16, 2022 at 9:30 a.m. at the RiverTown Amenity Center
- XII. Adjournment

## MINUTES

*A*.

#### Minutes of Meeting Rivers Edge, Rivers Edge II and Rivers Edge III Community Development District

A special joint meeting of the Board of Supervisors of the Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts was held Wednesday, September 7, 2022 at 9:35 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Chairman

Supervisor

Supervisor

Supervisor

Vice Chairman

Present and constituting a quorum were:

Rivers Edge Mac McIntyre Erick Saks Frederick Baron Robert Cameron Scott Maynard

**Rivers Edge II** 

D. J. Smith Jason Thomas Amber King Vice Chairman Supervisor Supervisor by telephone

#### **Rivers Edge III**

D. J. Smith Jason Thomas Amber King Vice Chairman Supervisor Supervisor by telephone

Also present were:

Marilee Giles District Manager Jennifer Kilinski District Counsel **District Engineer** Ryan Stillwell Jason Davidson Vesta/Amenity Services Vesta/Amenity Services Clint Waugh Jonathan Perry Vesta/Amenity Services Dan Fagen Vesta/Amenity Services Kevin Kendrick Vesta/Amenity Services Representatives of United Land Services, VerdeGo, Yellowstone, Brightview, Down To Earth, and Koehn Outdoor

The following is a summary of the discussions and actions taken at the September 7, 2022 special joint meeting.

#### FIRST ORDER OF BUSINESS Roll Call

Ms. Giles called the meeting to order and called the roll.

#### SECOND ORDER OF BUSINESS Audience Comments

There being none, the next item followed.

## THIRD ORDER OF BUSINESSConsideration of Proposals for Landscape and<br/>Irrigation Maintenance Services

Ms. Kilinski stated the district previously bid landscape maintenance services, decided at the July meeting to reject all, and reissue the RFP, which has been done and you now have proposals from that reissued request for proposal process. You have been through this process a couple times. The key takeaway for you is that each board will make a separate award, it does not have to be the same landscape provider. We get you together for these joint meetings because you have an interlocal agreement between the districts that requires any of these major decisions for the boards to get together with the hope that there may be a joint decision given the complexity of this project.

You have ranking criteria; the bids need to be ranked based on those evaluation criteria. We have taken the liberty of giving you the score point for price because it is a simple mathematical calculation based on base bids over the three-year term. If you have scored your own sheets you can hand them to us, we can calculate them and announce what it is. You can share your scores amongst the board members and come up with some joint ranking sheet that you are agreeable to that would result in the award or you can do a hybrid approach of both then you can talk about whether you agree with those calculations or not. They key is the evaluation criteria is the guiding light for the scoring.

#### A. Resolution 2022-12 Awarding Contract for Rivers Edge CDD

The Rivers Edge CDD board discussed the proposals, handed the score sheets to staff who tabulated them, and Ms. Kilinski stated the ranking is Yellowstone no. 1, United Landscaping no. 2, VerdeGo no. 3, Brightview no. 4, Down to Earth no. 5, Duval no. 6 and Koehn no. 7. We would

like the board to have a motion to adopt Resolution 2022-12 awarding the contract for Rivers Edge CDD and the ranking would be as stated on the record.

On MOTION by Mr. Baron seconded by Mr. McIntyre with all in favor Resolution 2022-12 was approved with the ranking as stated on the record.

### B Resolution 2022-15 Awarding Contract for Rivers Edge II CDD

The CDD II and III boards discussed the proposals, handed the score sheets to staff who tabulated the scores, and Ms. Kilinski stated the ranking for Rivers Edge II and Rivers Edge III is Yellowstone no. 1, Brightview no. 2, VerdeGo is no. 3, Down to Earth no. 4, United Landscaping no. 5, Duval no. 6 and Koehn is no. 7. If you are comfortable with the ranking for both II and III we will look for separate motions.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2022-15 was approved with the ranking as stated on the record.

## C. Resolution 2022-15 Awarding Contract for Rivers Edge III CDD

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2022-15 was approved with the ranking as stated on the record.

Mr. Saks stated it seems like we still have a disconnect between the districts as far as getting on the same page and providing consolidated direction to whoever is doing the landscaping. Should we consider having a landscaping czar for all of Rivertown to be the point person we could talk to.

Mr. Baron stated Vesta is responsible for managing the landscape contractor. Mr. Kendrick is your new point person and any of us should be going to him for landscape issues.

Mr. Smith stated the problem with that is irrigation, I know Fred spent a lot of time going through and doing that. Vesta does this, they say this board told me this the board told me that

and that's what they did. They are giving us cross signals, if we say something about irrigation, they will say CDD 1 told us to do this. So that is where we are getting this, and it does happen.

Mr. Baron stated let's make it clear CDD II and III that is your point of contact, CDD 1 point of contact is one of us; don't do crossovers. If something in CDD 1 affects CDD II or III, then make sure you say this is a joint concern or joint issue. The only thing that we have in that joint issue that I'm aware of on cost is Longleaf Parkway where it is a common area and Marilee keeps that record of what are the common areas for irrigation, she can put that sheet out to make it known to all the supervisors that any issue that comes up here is a common issue.

Mr. Smith stated I have been told that you have had them cut water back.

Mr. Baron stated I have said you have had 2" of rain today and I see irrigation going on. If it is cut back, I question why are we doing irrigation? You have an IQ system, 2" of rain and you are watering.

Mr. Smith stated they are taking your comment and doing it.

Mr. Baron asked do we need a central person or let them manage it?

Mr. Smith stated I agree with you, it is their job to manage it.

Mr. Davidson stated a potential for resolution is that if those types of things come up then a conversation between our staff and a member of each of the districts should be in that conversation.

Mr. Saks stated should we appoint Fred to be the point person on the landscaping?

Mr. Baron stated anything I submit to Vesta I will submit to GMS to email to the rest, so we are not violating the sunshine law.

Ms. Kilinski stated the contract has district designees and right now that is Vesta.

Mr. Saks stated so Vesta is the only one who should contact the contractor directly.

Ms. Kilinski stated exactly and to Supervisor Baron's point, he may have some advice but Vesta is the designee.

Ms. Giles stated the existing contract ends September 30<sup>th</sup> and the new contract if accepted will start October 1<sup>st</sup>. Is there any type of hand off that needs to be discussed here?

Mr. Baron stated there is supposed to be a total check of irrigation system, they should be ready to walk around and do a validation that anything that looks like it is supposed to be fixed, document it against the current contract and they have until September 30<sup>th</sup> to fix it. If it happens

4

during that last week, give notice and if it is not addressed it becomes the problem of the new contractor.

Ms. Kilinski stated typically, we have that handoff embedded within our documents and I know Yellowstone is here and they can speak a little bit to their process but typically, we would have exactly what you described; a pretty holistic review of the property. What we don't want to have happen is have Yellowstone come in October 1<sup>st</sup>, gives you a change order for \$100,000 of repairs and you have released all the funds to VerdeGo. We want to be able to work with those two partners to identify what is really deficient and what maybe has always been that way.

Mr. Smith stated the other problem we experienced when we did this changeover was the company that we decided to move away from let the neighborhood go. They pulled their guys back; they didn't put as many people out here and the neighborhood was terrible within those 30-days.

Ms. Kilinski asked are the boards comfortable with the two you have appointed, Fred for CDD 1 and D.J. for II and III because they can talk to each other, work with VerdeGo and Yellowstone on the handoff?

Mr. Baron stated yes.

#### FOURTH ORDER OF BUSINESS Discussion on Community Holiday Decorations and Lighting

Mr. Davidson stated we submitted in the packet what we did last year and as far as our approach for the holiday décor. The protocol is that a member of the subdivision would fill out the holiday décor application, the member will be responsible for the décor provisions provided in the packet. Once the application was submitted and reviewed and approved by district staff, they give them the authority to go ahead and decorate said sign. Once the sign is completed staff will investigate the signs to ensure all the provisions were accurate. Any found that were not, which there were none last year, would be pointed out to that member who filled out the application and is responsible for the sign. The initial provisions have a list of our subdivisions at the bottom, and we need to update those.

Mr. Smith asked where are they getting the power?

Mr. Davidson stated some have power and others do not and they utilized their neighbor's house.

Mr. Cameron and Mr. Thomas were appointed to work with staff on the holiday lighting.

#### FIFTH ORDER OF BUSINESS Other Business

Mr. Smith stated I know I'm throwing a wrench into this, and I haven't talked to anyone about it, but it goes hand in hand with the landscape. I think there is a little bit of a disconnect and fail with the management of VerdeGo by Vesta. I personally feel, and our board feels, like it is time to do another RFP on the management company for RiverTown. We went through it last year and I haven't seen any improvement from what Vesta has provided us. I have had meetings along the lines of landscape issues; I don't think it would be a surprise with us having this conversation. I'm basing it off the experience we had recently where Vesta was removed and there is a new company in there and it is fresh and there is that aspect, but there has been an immediate impact. I feel that RiverTown could be managed better and if it comes back around that Vesta is in that seat again then is what it is, but in our opinion, we feel it doesn't hurt to do another RFP and it would be a good way to keep Rivertown on the up and up.

Mr. Cameron stated I agree mainly because they could not keep to the contract they did in the last RFP, and we don't know what it is going to be next year.

Mr. Smith stated we were able to get better services with more manpower, but it needs to be looked at and could potentially be a benefit for everyone in RiverTown.

Mr. Baron asked we did an extension to take it to December, is that coming up?

Ms. Kilinski stated I will have to look at that, we try to line it up with the fiscal year, but it is like all of us, you can terminate with notice at any time or go out for an RFP at any time, we serve at your pleasure.

Mr. Smith stated it is about a three-month process and a 90-day out clause. I would like to start the process.

It was the consensus of the board that Vesta will be evaluated on performance after the transition period with Yellowstone to be reevaluated in January.

Mr. Maynard stated in our next meeting we will approve the final budget assessment, while we could lower that assessment, I strongly urge us to consider taking the balance of that revenue and putting it in cash reserves or capital expenditures. People are asking to expand from three to five tennis courts, and they are \$120,000 each to do. With the popularity of pickleball we are going to have requests for pickleball courts outside of Watersong and those are about \$80,000.

Mr. Smith stated with lighting they are about \$125,000 to \$150,000.

6

Mr. Maynard stated we are going to get backlash from residents, even if we lower it 15% we are going to get the same backlash. Our existing amenities are aging.

Mr. Baron asked do you have anything in the amenity center in CDD III?

Mr. Smith stated there will be a fitness room, but no pickleball or tennis courts or basketball. We have a big pond with a trail around it and launch. There will be volleyball over there, more of a family style camp feel.

Mr. Davidson stated keep in mind if we want to have additional tennis courts then in accordance with league play, they need to be built here.

Ms. Giles stated we are up against the September 15<sup>th</sup> deadline with the county with the budget. Whatever we decide on the 14<sup>th</sup> as is now with the new landscape the budget is going to reduce significantly. The discussion about the budget hopefully, we can work this out.

Ms. Kilinski stated is it worth showing both scenarios so you have both budgets?

Mr. Saks stated there is no way we can fund tennis courts or pickleball court; there is going to be a cost to everybody. I would rather make sure we have the capital reserve for expenses that come up, but I don't see us getting the residents on board with building tennis courts.

Mr. Baron stated I will put a motion out there to keep \$80,000 with the intent of doing an RFP for two pickleball, hardcourt tennis and will cover the remaining budget and see what Mattamy can go in with some support since this will draw people to want to live here.

Mr. Smith stated we are building an \$8 million amenity center that is going to attract more people than a tennis court.

Mr. Thomas stated if we did anything other than what was previously permitted for the tennis courts in this amenity area, there are permitting steps that have to occur. Construction plans would have to be developed to permit and bid.

Ms. Kilinski stated if we bring down the assessments you have to re-notice if you go back up. You have set the high-water mark, which is expensive because you are noticing all the homeowners and that is a \$5,000 to \$6,000 mailing and that is something to take into consideration.

Ms. Giles stated my take-away from that discussion is we are going to rework the budget over the next couple of days with the reduction in the landscape cost and Jason made some changes to the capital reserve input. We will plan in the future for some improvements.

Mr. Maynard stated capital in one scenario and the balance of the capital reserves.

Ms. Giles stated you want two budgets.

7

Ms. Kilinski stated I think you are asking for two scenarios to contemplate, what would the assessment level be if you roll it and what the assessment level be if you don't roll it. It doesn't mean you are adopting it.

Ms. Giles stated as a reminder our next meetings are on September 14, 2022 at 4:30, 5:00 and 6:00 p.m.

On MOTION by Mr. Baron seconded by Mr. McIntyre with all in favor the meeting adjourned at 10:45 a.m.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the meeting adjourned at 10:45 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

*B*.

#### 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, September 14, 2022 at 4:30 p.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

DJ Smith Jason Thomas Adam Davis Amber King Also present were:	Chairman Vice Chairman Supervisor Supervisor
Marilee Giles Jennifer Kilinski Ryan Stilwell Jason Davidson Johnathan Perry Clint Waugh Dan Fagen Erik Olsen Kevin McKendree Bruno Perez Trey Sterling Jim Oliver Darrin Mossing	District Manager District Counsel District Engineer Vesta Vesta Vesta Vesta Vesta Vesta Vesta Vesta Vesta Vesta Vesta GMS

The following is a summary of the discussions and actions taken at the September 14, 2022 meeting.

#### FIRST ORDER OF BUSINESS Roll Call

Ms. Giles called the meeting to order at 4:30 p.m.

#### **SECOND ORDER OF BUSINESS**

**Public Comment** 

There being none, the next item followed.

#### THIRD ORDER OF BUSINESS

Approval of the Minutes of the August 17, 2022 Meeting

There were no comments on the minutes.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the minutes of the August 17, 2022 meeting were approved.

#### FOURTH ORDER OF BUSINESS

#### Public Hearings for the Purpose of Adopting a Budget and Imposing Operations and Maintenance Assessments for Fiscal Year 2023

Ms. Giles provided a brief overview of the budget for Fiscal Year 2023 noting there is an increase in assessments proposed equal to \$12 per month for a 40-foot lot and a \$14 per month increase for a 65-foot lot. She reminded the Board there was one letter received from a resident objecting to the increase in assessments.

On MOTION by Mr. Smith seconded by Mr. Davis with all in favor the public hearings for the purpose of adopting a budget and imposing special assessments for Fiscal Year 2023 were opened.

A resident expressed his concern with the increases, and more specifically with increases to landscaping, gym equipment and water as he's observing the sprinkler system running while it's raining.

Mr. Smith explained that the gym equipment is original to the fitness center so it's in need of repairs and replacements. In regard to landscaping, the increase is across all three CDDs and is due to labor, fuel and material increases. He also noted there are rain sensors on the irrigation system, however there may be times it does not work as intended.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the public hearings for the purpose of adopting a budget and imposing special assessments for Fiscal Year 2023 were closed.

## A. Consideration of Resolution 2022-16, Relating to Annual Appropriations and Adopting a Budget for Fiscal Year 2023

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2022-16, relating to annual appropriations and adopting a budget for Fiscal Year 2023 was approved.

## B. Consideration of Resolution 2022-17, Imposing Special Assessments and Certifying an Assessment Roll

Ms. Kilinski informed the Board this resolution imposes the assessments necessary to collect the budget just approved.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2022-17, imposing special assessments and certifying an assessment roll was approved.

# C. Consideration of Funding Agreement for Fiscal Year 2023 with Mattamy Jacksonville

Ms. Kilinski informed the Board this agreement provides the funding mechanism for the difference between what is on the assessment roll and what would need to be funded pursuant to the budget.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the funding agreement with Mattamy Jacksonville for Fiscal Year 2023 was approved.

## FIFTH ORDER OF BUSINESS Staff Reports

## A. District Counsel

There being nothing to report, the next item followed.

## B. District Engineer

There being nothing to report, the next item followed.

## C. District Manager

There being nothing to report, the next item followed.

## D. Operations & Maintenance

## 1. VerdeGo Performance Report

A copy of the notes provided by staff on VerdeGo's performance over the last month was included in the agenda package for the Board's review. Mr. Davidson stated VerdeGo has done a good job of returning the community landscaping back to standards.

Mr. Smith asked about the release of funds that have been withheld from VerdeGo from last month. Ms. Giles stated that the July invoices are included on the funding request to be considered for approval later in the meeting. Ms. Kilinski stated that since a new landscaping is anticipated to start October 1<sup>st</sup>, the idea would be to have a walk through and handover and then the remaining funds would be released sometime in October.

### 2. Pond Report

A copy of Charles Aquatics' monthly pond service report was included in the agenda package.

### E. Landscape - Report

A copy of VerdeGo's monthly landscape maintenance report was included in the agenda package.

### SIXTH ORDER OF BUSINESS Financial Reports

#### A. Balance Sheet and Statement of Revenues and Expenditures

Copies of the financial statements as of August 31, 2022 were included in the agenda

package for the Board's review.

#### B. Approval of Check Register

A copy of the check register totaling \$2,168.80 was included in the agenda package.

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

#### C. Consideration of Funding Request No. 27

A copy of funding request 27 totaling \$142,091.94 was included in the agenda package.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor funding request number 27 was approved.

#### SEVENTH ORDER OF BUSINESS Supervisor Requests and Audience Comments

There being none, the next item followed.

## EIGHTH ORDER OF BUSINESS

Next Scheduled Meeting – October 19, 2022 at 9:30 a.m. at the RiverTown Amenity Center

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

#### **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into effective the 1st day of October 2022, by and between:

**Rivers Edge Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and having offices at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("District I"); and

**Yellowstone Landscape, Inc.,** a Delaware corporation authorized to do business in Florida, whose address is 3235 N. State Street, P.O. Box 849, Bunnell, FL 32110 (the "Contractor," and collectively with the District, the "Parties"); and

Is acknowledged by:

**Rivers Edge II Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and having offices at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("District II"); and

**Rivers Edge III Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida, and having offices at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("District III")

#### RECITALS

WHEREAS, District I was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation improvements; and

WHEREAS, District I, District II, and District III are all located within the greater community known as "RiverTown"; and

WHEREAS, pursuant to that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities* between District I, District II, and District III ("Interlocal Agreement"), certain costs, including landscaping costs, are shared among each District; and

**WHEREAS**, District I, District II, and District III require an independent contractor to provide certain landscape and irrigation maintenance services to property within and without their boundaries; and

WHEREAS, to solicit such services, District I conducted a competitive bid process based

on a "Project Manual," and determined to make an award of a contract for landscape and irrigation maintenance services to Contractor, based on certain bid pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so; and

WHEREAS, it is the intent of District I to enter into this Agreement for landscaping and irrigation maintenance services for property within the boundaries of District I, District II, and District III, and for certain shared offsite property, with the costs allocated pursuant to the Interlocal Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by District I to perform in accordance with the following covenants and conditions, which the Parties have agreed upon:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

SCOPE OF SERVICES. Contractor shall provide the services described in the 2. Scope of Services, attached hereto as EXHIBIT A (together, the "Services"), which by this reference is incorporated herein. The Services shall be provided to the areas identified in the Landscape Maintenance Areas Exhibits attached hereto as EXHIBITS B1/B2/B3, and C, which are incorporated herein by this reference (together, the "Property"). Contractor agrees that the Landscape Maintenance Areas Exhibits attached as EXHIBITS B1/B2/B3, and C represent District I's best estimate of the Property subject to the Services under this Agreement, but that other areas may also include landscaping that requires maintenance. Contractor agrees that District I may, in its discretion, add up to a half (0.5) acre of landscaping area to the Services, with no adjustment to price, and may add additional acreage of landscaping area to the Services beyond the half (0.5) acre using the unit pricing set forth in EXHIBIT F. Contractor shall perform the Services consistent with the presently established, high quality standards of District I, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Services, which will include at a minimum those set forth in EXHIBIT A. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of District I, but consistent with the terms of this Agreement. Notwithstanding any other provision of this Agreement, District I reserves the right in its discretion to remove from this Agreement any portion of the Services and to separately contract for such services. In the event that District I contracts with a third-party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Services, Contractor agrees that it will be responsible for any such landscaping installed by the third-party, and shall continue to perform all other services comprising the Services, including any future services that apply to the landscaping installed by the third-party or to the areas where services were performed by the third-party.

#### **3.** MANNER OF CONTRACTOR'S PERFORMANCE.

- a. **Performance Standards.** Contractor agrees, as an independent contractor, to undertake the Services as specified in this Agreement or any Additional Services Order (see section 7.c. herein) issued in connection with this Agreement. All Services shall be performed in a neat and professional manner reasonably acceptable to District I and shall be in accordance with industry standards, such as USF, IFAS, etc. Contractor shall document all Services using the Daily Work Form attached hereto as part of **EXHIBIT E**. The performance of the Services by Contractor under this Agreement and all other services related to this Agreement shall conform to any written instructions issued by District I. Contractor acknowledges that it is responsible for continuously monitoring the health and appearance of the landscaping assets located within the Property, and for notifying District I if additional services are needed to maintain same.
- b. **Rain Days.** In the event that time is lost due to heavy rains ("Rain Days"), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by Landscape Representative (defined below).
- c. **Repair of Damage**. Contractor in conducting the Services shall use all due care to protect against any harm to persons or property. If Contractor's acts or omissions result in any damage to property within District I, including but not limited to: damage to landscape, landscape lighting, hardscape, irrigation system components, entry monuments, structures or curbing, Contractor shall immediately notify District I and repair all damage or replace damaged property to the satisfaction of District I and at Contractor's sole cost and expense.

#### 4. MONITORING OF SERVICES.

a. Landscape Representative. District I shall designate in writing one or more persons to act as the representatives with respect to the services to be performed under this Agreement ("Landscape Representative"). The Landscape Representative shall have complete authority to transmit instructions, receive information, and interpret and define District I's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services for all Property described herein. This authority shall include, but not be limited to: verification of correct timing of Services to be performed, methods of pruning, pest control and disease control. District I hereby designates Jonathan Perry, or his designee, to act as the "Landscape Representative." Contractor shall <u>NOT</u> take direction from anyone other than Landscape Representative (e.g., Contractor shall <u>NOT</u> take

direction from individual Board Supervisors, any representatives of any local homeowner's associations, residents, etc.). District I shall have the right to change the Landscape Representative at any time by written notice to Contractor.

- b. **Reporting**. Contractor shall provide to management a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month. Further, Contractor agrees to meet Landscape Representative no less than one (1) time per month to inspect the entirety of the property and discuss conditions, schedules, and items of concern regarding this Agreement and shall include a landscape report monthly for Board of Supervisors review, which shall be presented at least eight (8) days before the monthly Board meeting.
- c. Deficiencies. If the Landscape Representative identifies any deficient areas, the Landscape Representative shall notify Contractor whether through a written report or otherwise. Contractor shall then, within the time period specified by the Landscape Representative or if no time is specified then within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by District I, Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by District I, or if no time is specified, then within three (3) days and prior to submitting any invoices. If Contractor does not respond or take action within the specified time period, and without limiting District I's remedies in any way, District I shall have the rights to, among other remedies available at law or in equity: (i) fine Contractor One Hundred Dollars (\$100) per day; (ii) withhold some or all of Contractor's payments under this Agreement; and (iii) contract with outside sources to perform necessary services with all charges for such services to be deducted from Contractor's compensation. Any oversight by the Landscape Representative of Contractor's Services is not intended to mean that District I shall underwrite, guarantee, or ensure that the Services are properly performed by Contractor, and it is Contractor's responsibility to perform the Services in accordance with this Agreement.

Notwithstanding the foregoing, the Landscape Representative shall monitor and rate the Contractor's performance in accordance with the requirements set out herein and in the Scope of Services, and shall report the results of such monitoring to the Contractor and the District's Board of Supervisors. If at any time the Contractor's performance rating drops below 80%, and such deficiency persists for thirty (30) calendar days or longer, Contractor's compensation shall be automatically reduced by the difference between 80% and the Contractor's performance rating (i.e. if Contractor's performance rating is 70% and is not corrected to at least 80% within 30 calendar days, Contractor's compensation shall be reduced by 10% for the month at issue and until the target score of 80% is reached). This shall not be construed to limit the District's remedies hereunder or in law or equity for deficient service. **5. SUBCONTRACTORS.** Contractor shall not award any of the Services to any subcontractor without prior written approval of District I. Contractor shall be as fully responsible to District I for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create contractual relations between any subcontractor and District I.

**6 EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that this Agreement is signed by the last of the Parties hereto and shall remain in effect as set forth in section 7, unless terminated in accordance with the provisions of this Agreement.

## 7. COMPENSATION; TERM.

a. **Term.** The initial term of Services under this Agreement shall begin **October 1, 2022**, and end **September 30, 2023** ("**Initial Term**"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to three (3) times on an annual basis each October 1, in District I's sole discretion and at the amounts set forth in **EXHIBIT A**. If all possible renewals are used, the last date of Services under this Agreement shall be **September 30, 2026**.

b. **Compensation.** Compensation for the Services shall be in the total amount of one million seven hundred ten thousand dollars (\$1,710,000.00) per year, in monthly installments of one hundred forty-two thousand five hundred dollars (\$142,500.00) ("Compensation"), as more specifically described in **EXHIBIT F.** Such Compensation covers the items specified in each respective part of Contractor's Bid Form attached hereto. All additional work or services and related compensation shall be governed by section 7.c. of this Agreement. Subject to the understanding that the Compensation set forth herein reflects certain efficiencies in providing Services for all Property, and applies only to the extent that services are provided for all of the Property described herein, the Compensation is attributable as follows:

- (i) District I Property (**EXHIBIT B1**): \$803,526.95
- (ii) District II Property (**EXHIBIT B2**): \$171,346.51
- (iii) District III Property (**EXHIBIT B3**): \$88,215.30
- (iv) Shared Offsite Property (EXHIBIT C): \$646,911.24

c. **Invoicing and Payments.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor agrees to render monthly invoices to District I, in writing, which shall be delivered or mailed to District I by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, District I's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for District I 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 seq. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by District I.

d. Additional Services. Should District I desire that Contractor provide

additional work and/or services relating to landscaping and irrigation systems that are not set forth in the Exhibits or contemplated to be made part of this Agreement, or if Contractor wishes to propose additional work and/or services to enhance the health and appearance of the landscape assets within the Property or prevent loss of such landscape assets, such additional work and/or services shall be fully performed by Contractor after prior approval of a required Additional Services Order ("ASO"). Contractor agrees that District I shall not be liable for the payment of any additional work and/or services unless District I first authorizes Contractor to perform such additional work and/or services through an authorized and fully executed ASO, an example of which is attached as **EXHIBIT E**. Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in Contractor's bid pricing (attached as part of **EXHIBIT F**). Nothing herein shall be construed to require District I to use Contractor for any such additional work and/or services, and District I reserves the right to retain a different Contractor to perform any additional work and/or services.

e. Addition of Future Landscaping Areas. EXHIBIT D depicts lands which District I anticipates adding to the Property receiving Services under this Agreement in the future. If District I desires Contractor to perform Services for any additional lands, whether depicted in EXHIBIT D or otherwise, a written ASO or change order must be signed by both Parties before Services begin. Where applicable, Contractor's unit prices shall apply to any new areas added to the Property. If no established unit prices apply, compensation shall be as mutually agreed in writing between the Parties.

f. **Payments by Contractor.** Subject to the terms herein, Contractor will promptly pay for all costs of labor, materials, services and equipment used in the performance of the Services, and upon the request of any District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the applicable District. Subject to the terms of this section, Contractor will at all times keep the Property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Services. Any District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Services, sums paid to date, sums owed, and sums remaining to be paid.

#### 8. INSURANCE.

- a. Contractor shall maintain throughout the term of this Agreement the following insurance:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, with limits of not less than \$3,000,000 combined single limit bodily injury and property damage liability, and further including, but not being limited to,

Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- iii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- b. District I, District II, District III, and their respective staff, supervisors, officers, agents, and consultants and Mattamy Jacksonville, LLC and its employees, officers, and agents shall be named as additional insureds. Contractor shall furnish District I with a Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to District I. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII or better.
- c. If Contractor fails to have secured and maintained the required insurance, District I has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance to District I and shall furnish, upon demand, all information that may be required in connection with District I's obtaining the required insurance. If Contractor fails to pay such cost to District I, District I may deduct such amount from any payment due Contractor.

#### 9. INDEMNIFICATION.

a. Contractor agrees to defend, indemnify, and hold harmless District I, District II, and District III, and their respective officers, agents, employees, successors, assigns, members, affiliates, or representatives and Mattamy Jacksonville, LLC and its officers, employees and agents (together, the "Indemnitees" and each individually, an "Indemnitee") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the Indemnitees, 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 in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify any Indemnitee for that

Indemnitee's percentage of fault if the Indemnitee is adjudged to be more than 50% at fault for any claims against that Indemnitee and Contractor as jointly liable parties; however, Contractor shall indemnify the Indemnitees for any and all percentage of fault attributable to Contractor for claims against the Indemnitees, regardless whether an Indemnitee 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 District I's District II's, or District III'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 Indemnitees, jointly or individually.

10. ENVIRONMENTAL ACTIVITIES. Contractor agrees it is licensed, capable and shall use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, Contractor shall immediately notify District I of any chemical or fuel spills. Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Services to be performed by Contractor.

11. ACCEPTANCE OF THE LANDSCAPE MAINTENANCE AREAS. By executing this Agreement, Contractor agrees that Contractor was able to inspect the Property prior to the time of submission of the bid, and that Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation infrastructure, in its current condition, and on an "as is" basis. Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of Contractor, except that Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism unless the same was in the Contractor's control. Upon the occurrence of any such exceptions, Contractor shall immediately notify District I. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of District I, fails to maintain a healthy, vigorous condition as a result of Contractor's failure to perform the Services specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

12. NO ESCALATION CLAUSE. Contractor shall not demand or be entitled to additional compensation on the basis of escalation in fuel, materials, utilities, labor or other expenses.

13. TAX-EXEMPT DIRECT PURCHASES. The Parties agree that District I, in its

discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:

- a. District I may elect to purchase any or all materials directly from a supplier identified by Contractor.
- b. Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisitions" or "Requisition") for all materials to be directly purchased by District I.
- c. Upon receipt of a Requisition, District I shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to District I on an F.O.B. job site basis.
- d. The purchase order issued by District I shall include District I's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- e. Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. Contractor's possession of the materials will constitute a bailment. Contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to District I through use of the materials.
- f. After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with District I's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- g. District I may purchase and maintain insurance sufficient to cover materials purchased directly by District I.
- h. All payments for direct purchase materials made by District I, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.

14. COMPLIANCE WITH GOVERNMENTAL REGULATION. Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, Contractor shall notify District I in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to

provision of services. Additionally, Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

**15 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 for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. District I 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 District I's right to protect its rights from interference by a third-party to this Agreement.

16. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that District I shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of District I in refraining from so doing; and further, that the failure of District I at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

17. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

18. TERMINATION. District I agrees that Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to District I; provided, however, that District I shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in section 4 of this Agreement are taken, District I may terminate this Agreement immediately with cause or upon any revocation by District II or District III of their acknowledgment and consent to this Agreement by providing written notice of termination to Contractor. District I shall provide thirty (30) days written notice of termination without cause. Any such termination shall not result in liability to District I for consequential damages, lost profits, or any other damages or liability. However, 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 off-sets available against Contractor, as Contractor's sole means of recovery hereunder.

**19. PERMITS AND LICENSES.** All permits or licenses necessary for Contractor to perform under this Agreement shall be obtained and paid for by Contractor at its sole cost and expense and maintained for the term of this Agreement. This shall include, but not be limited to, any permits required by Florida Department of Transportation, St. Johns County or other regulatory agency.

20. ASSIGNMENT. Neither District I nor Contractor may assign this Agreement

without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.

21. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent Contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of District I under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of District I and Contractor shall have no authority to represent District I as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**22. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**23. AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. To the extent of any inconsistency between this document, and the exhibits attached hereto, this Agreement shall control.

24. ENFORCEMENT OF AGREEMENT. In the event that either District I or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

**25. AMENDMENTS.** 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 District I and Contractor.

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

**27. NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

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

	With a copy to:	KE Law Group, PLLC 2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attn: District Counsel
b.	If to Contractor:	Yellowstone Landscape, Inc. 3235 N. State Street P.O. Box 849 Bunnell, FL 32110 Attn: Blake Dougherty

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 District I and counsel for Contractor may deliver Notice on behalf of District I 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.

**28. THIRD-PARTY BENEFICIARIES.** This Agreement is for the benefit of District I, District II and District III 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 District's I, II and III 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 District I, II and III and Contractor and their respective representatives, successors, and assigns.

**29. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be St. Johns County, Florida.

**30. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to District I 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 District I is **Marilee Giles** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall: 1) keep and maintain public records required by District I to perform the service; 2) upon request by the Public Records Custodian, provide District I 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 District I; and 4) upon completion of the contract, transfer to District I, 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 District I in a format that is compatible with Microsoft Word or Adobe PDF formats.

CONTRACTOR IF HAS **QUESTIONS** REGARDING THE **APPLICATION OF CHAPTER** 119, FLORIDA STATUTES, TO **CONTRACTOR'S** DUTY PROVIDE TO PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-904-940-5850, MGILES@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

**31. 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.

**32. 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 any doubtful language will not be interpreted or construed against any party.

**33. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

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

[Signature page follows]

**IN WITNESS WHEREOF,** the Parties execute this Agreement as set forth below and effective as of the date first written above.

### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

By:\_\_\_\_\_

☑ Chairperson□ Vice Chairperson

Date: \_\_\_\_\_9/22/2022

## YELLOWSTONE LANDSCAPE, INC. James Herth

By: Jim Herth

Its: \_\_\_\_\_VP of Business Development

Date: <u>9/22/22</u>

IN WITNESS WHEREOF, the undersigned acknowledge and accept this Agreement, including the references to the undersigned's cost-share obligations set forth herein. The undersigned acknowledge that the Compensation set forth herein reflects certain efficiencies as a result of providing Services for all three districts, and that if either or both of the undersigned should choose to terminate their consent to this Agreement, pricing may increase.

# **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**



<sup>2</sup> Chairperson □ Vice Chairperson

Date: \_\_\_\_

# **RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT**

D) Sut

Chairperson □ Vice Chairperson

Date: \_\_\_\_

Exhibit A: Scope of Services Exhibit B1: Rivers Edge CDD Property Exhibit B2: Rivers Edge II CDD Property Exhibit B3: Rivers Edge III CDD Property Exhibit C: Shared Offsite Property Exhibit D: Future Landscaping Areas Exhibit E: Forms Exhibit F: Contractor's Bid Pricing

# EXHIBIT "A" SCOPE OF SERVICES

#### SCOPE OF SERVICES

#### PART 1

#### STATEMENT OF INTENT

The grounds maintenance Contractor is hereby made aware that District anticipates the landscape maintenance at RiverTown shall be of the highest quality. All Services to be performed within the scope of these specifications shall be strictly managed, executed and performed by experienced personnel. Contractor shall continuously monitor the health and appearance of the landscaping areas identified herein. To the extent additional services not identified herein are needed to maintain landscaping health or appearance or prevent loss of landscape assets, Contractor shall submit a proposal identifying a recommended course of action and the cost thereof. Absent emergency circumstances, proposals shall be submitted at least ten (10) days prior to the monthly Board meeting to allow inclusion in the agenda package.

Contractor shall perform all Services necessary utilizing acceptable horticultural practices for the landscape maintenance of the RiverTown community. Such Services shall include using industry best management practices as identified in Florida-Friendly Best Management Practices (BMPs), issued and updated from time to time, by University of Florida IFAS and specific to the site location and plant materials. Major scope areas generally include, but are not limited to, the following:

- 1. Mowing, edging and trimming of lawn areas.
- Trimming and pruning of plant material.
- 3. Weed elimination and edging of plant beds.
- 4. Maintenance of flowerbeds.
- 5. Removal of debris from site.
- Fertilization and pest control.
- 7. Inrigation maintenance and inspection.

#### GENERAL LANDSCAPE MAINTENANCE

- MOWING All grass area to be mowed on the following schedule.
  - Bermuda Turf- March 1- November 1 Once a week and November 1- March 1 -Once a month.
  - St. Augustine Turf March 1- November 1 Once a week and November 1- March 1 – Once every two weeks.
  - Zoysia Turf March 1- November 1 Once a week and November 1- March 1 Once every two weeks.

Bahia Turf - March 1 - November 1 - Once every two week and November 1- March 1

 Once a month.

Contractor is to include with its bid a detailed annual maintenance program to ensure optimum quality and performance of Bermuda St. Augustine, Zoysia and Bahia grasses. In addition to a detailed mowing schedule, program is to include detailed timed events such as fertilization, aeration and thatch removal. This schedule shall state how many mowings per week during the growing season and dormant season. Notwithstanding the above, at no time will the turf grasses be allowed to grow beyond the following: Bermuda grass beyond a maximum height of two (2) inches; St. Augustine grasses beyond four and one half (4.5) inches; and Zoysia grasses beyond four (4) inches.

Each mowing should leave the Bermuda grass at a height of one half (.5) to one and a half (1.5) inch, St. Augustine grasses at no less than three (3) inches, and Zoysia grasses no less than two (2) inches. Mower blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease.

All Bahia grass or other turf grasses will be mowed to maintain a height between two and onehalf (2.5) to four (4) inches. Bahia Turf at The Riverfront Park and Longleaf Pine Parkway (CR 244) shall be mowed at a minimum bi-weekly schedule during the growing season and once a month during dormant months.

Mowers should be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface. Otherwise large clumps of clippings will be collected and removed by Contractor to reduce shade out. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control.

All ponds identified on the overall District map shall be mowed in conjunction with the mowing schedule above. Contractor shall mow retention pond areas with proper equipment, and pond areas will be maintained within three (3) feet of the water's edge unless otherwise directed by the District. Vegetation within three feet of the water's edge will be controlled with use of a string/line trimmer or other mechanical means. Vegetation within these limits should be maintained in a clean condition with the rise and fall of the water line. Line trimming of water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances of pond bank erosion. Also, when line trimming at water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Care shall be taken to ensure that clippings are not blown into lakes. Any trash debris in the water within arm's reach of Contractor shall be removed and disposed of offsite. Unless otherwise designated on Maintenance Exhibits / Plans, homeowners are responsible for mowing down to the water's edge behind their property.

Turf that may become periodically un-mowable during times of heavy precipitation will be mowed to their previous boundaries once conditions warrant. During this period the inundated areas shall be trimmed lined where possible in an effort to keep it neat and clean.

The turf along the roadways is to be maintained from the edge of the road surface to the point

where the natural land grade begins or to the point where the installed turf ends and the native area begins, which ever applies. Contractor shall prevent weeds and grasses from creeping into turf areas from adjacent native areas.

Grass is to be maintained away from sprinkler heads and valve boxes.

Proper sized equipment is to be used for site conditions so as not to cause unnecessary damage to the turf. Contractor shall restore any noticeable damage caused by Contractor's mowing equipment within forty-eight (48) hours from the time the damage is caused at its sole cost and expense. At no time shall Contractor be allowed to store any machinery, chemicals or any other necessary maintenance appurtenances at the District unless specific permission is granted in writing by the District.

If Contractor misses a service due to inclement weather or for any other reason, it is required to makeup service the same week. Weekend (Saturday) work is permitted when required upon prior approval of the District. AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

- 2) EDGING AND TRIMMING All areas shall be edged and trimmed on the same schedule as above mowing. All hard-edged areas (curbs, sidewalks, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall also be edged with a mechanical blade and trimmed on the same schedule as mowing to maintain a crisp and clean appearance. Care shall be taken that tree feeder roots are not damaged during the process. Similarly, Contractor shall use care around other structures including light poles and signs to avoid damage to the structures. All edging shall be performed to the sole satisfaction of the District. Chemical edging shall not be permitted without prior notice and approval of the District along paver edges only, line trimmers will be used for edging due to paver base.
- 3) TREE AND SHRUB CARE: Trees, hedges, plants, vines, and shrubs shall be pruned by Contractor on an ongoing basis removing broken or dead limbs at least once (1x) a month or more, as necessary, to provide a neat and clean appearance. Moss and mistletoe shall be removed up to a height of 6 feet as necessary for a neat and clean appearance and tree health. All plant beds around the pond perimeters are to be maintained in the same manner as all other plant beds within the community.

Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. Ornamental grasses will be cut back twice a year; once in late winter and once in mid-summer. Specific timing shall be coordinated with the District. Selective hard cut backs for rejuvenation may be required for some shrubs or ground covers just before the spring growing season.

All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of RiverTown and best management practices. Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provision for such supervision. All clippings and debris from pruning will be carted away at the time pruning takes place. All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of all trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Tree branches that can be reached with a pole saw from the ground are to be pruned away from the buildings. Tree or shrub branches that interfere with the line of sight or signs for vehicles are to be trimmed. Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections and must be in accordance with FDOT or St. Johns County regulations, whichever is most stringent. Branches and limbs shall be kept off buildings, including roofs, sign wall structures, and pruned over sidewalks and parking lots so as not to interfere with pedestrians or cars. (This is to include maintaining a minimum of six to eight (6-8) feet of clearance under all limbs over sidewalks and ten to twelve (10-12) feet clearance above all driveways and ROW's depending on location and species of tree.) Hedges, shrubs and ground covers are to be maintained twelve to eighteen (12-18) inches away from buildings, fences and other structures.

Crepe Myrtle canopy areas may be lightly pruned in the dormant season but shall not be "hatracked." Natural wooded areas adjacent to the landscaped areas are to be maintained so as not to encroach into the landscape areas. Over hanging foliage (up to eight (8) feet height) will be cut back to maintain a neat appearance. Weeds and grasses are to be prevented from creeping into turf areas from adjacent native areas.

Staking shall be repaired as necessary and guy wires tightened when required. Maintenance Contractor shall remove stakes and guy wires when roots are well established.

#### Additional Trimming

Contractor shall provide a onetime cost for additional trimming for specific areas of property.

- Buffer area along the Riverfront Park Trimming of buffer area to four (4) feet high from the south lookout north 3,200 feet to the extent of the cleared portion of park. This to include any saplings, Sabal Palmetto fronds above four (4) feet and tall weeds.
- County Road 244 Woodline Trim all overhanging vegetation on R/W line and walks to eight (8) feet high along the length of County Road 244
- 4) WEEDS AND GRASSES All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. Condition to be determined by the District at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a pre-emergent herbicide. AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. <u>HAND PULLING MUST BE PERFORMED</u>. POST EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH ALONG BED EDGES OR AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES,

STREET LIGHTS, PAVEMENT, ETC.) Contractor shall be responsible for the replacement of application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

Ground covers may grow to approximately three to four (3-4) inches in height. Foliage free space is to be maintained between all ground covers and other plants, plant beds, trees, walls or other unintended areas. Over the top selective herbicide is to be used to control weeds in the cooler months of the year. Hand removal of weeds is to be done as needed. Line trimmers will not be used to cut down weeds.

5) MAINTENANCE OF PAVED AREAS AND TRAILS – All paved areas (including sidewalk expansion/contraction joints, curb and gutters and driveways) shall be kept weed and clutter free. This may be accomplished by mechanical means (line trimmer) or by application of a post-emergent herbicide. Weeds greater than two (2) inches in height and width shall be pulled from paved areas, not sprayed. All areas (including streets, curbs and gutter and gate areas) shall be regularly policed for trash and other debris, including dead animals. No sprays with dyes may be used on any paved areas.

Once per month all trails are to be inspected by Contractor. Contractor is to police for litter and irrigation-related concerns. Weeds are to be removed or treated by the appropriate permitted herbicide. Fallen limbs that do not require a chain saw shall be removed. Except as otherwise specified, brush and limbs are to be trimmed back up to a height of eight (8) feet to prevent them from encroaching the trails. Trail buffers shall be trimmed as needed to maintain a neat and orderly appearance. Any issues beyond the scope of work (washouts, trees down etc.) shall be reported to the District immediately.

Trails within the Preserve District (as identified on the maps attached hereto) shall be cleared of vegetation, underbrush, and limbs to maintain a path width of six (6) feet throughout, and a twelve (12)-foot vertical clear zone. Trail elevation shall be maintained at its existing grade with a natural surface material of pine straw or mulch as directed by the District.

6) CLEAN UP - At no time will Contractor leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. Contractor shall use its own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, trails, streets and curbs shall be blown into turf areas, never into bed areas as these are to be maintained free of grass clippings. No clippings shall be blown down curb inlets or into ponds.

During leaf drop season, leaves and pine needles will be raked or blown from turf, plant beds, and parking lots and removed from site. Pine straw is to be maintained away from foundations of buildings. Contractor is responsible for keeping six (6) inches of the building fountain exposed at all times in all mulch beds. Turf areas are to be cleared of litter and debris before mowing begins. Plant beds will be policed for litter and debris during each property visit.

7) REPLACEMENT OF PLANT MATERIAL - Tree and shrubs in a state of decline should immediately be brought to the attention of the District. Dead or unsightly plant material shall be removed upon notification of the District. Contractor shall be responsible for replacement if due to its acts or omissions. All shrub and groundcover material provided by Contractor shall be fully guaranteed for a period of ninety (90) days and all tree material shall be fully guaranteed for a period of one (1) year.

8) STORM CLEANUP - Contractor shall not be responsible for cleaning after, or removing the debris as a result of damage caused by major flooding or hurricanes, as part of this Agreement. (Except for normal removal of palm fronds and miscellaneous debris from storms.) Contractor is asked to provide an hourly price with submittal of bid in the event such services are required. Major clean up due to abnormal storm events, tornadoes, hurricanes, etc. will be done as an additional work authorization. Contractor agrees to provide the management first priority service in the event of a major clean up.

9) FREEZE PROTECTION - Contractor shall describe ability to provide freeze protection to both landscape material and irrigation systems Contractor shall provide an hourly price with submittal of bid in the event such services are required.

10) FREQUENCY OF SERVICE - The grounds maintenance crew will at a minimum report to the site fifty-two (52) weeks a year. A representative or supervisor of Contractor shall visit the site upon each crew visit. The representative or supervisor shall report to the management while visiting the site to address any outstanding issues that may need to be addressed on the next crew visit. Please provide anticipated days of the week for service.

11) COMMUNICATION & REPORTS - A representative of the grounds maintenance service crew will report to the on-site management office immediately upon arrival to the site. A representative shall report to the on-site management upon departure from site. Contractor shall provide the management the personal phone of the supervisor or other designated person for contact in the event of an emergency.

Upon check-in for grounds maintenance services the representative will discuss with the management the maintenance plan for that week and pick up any requests that the management may have. The representative shall report the manpower that is available to him/her that day.

Upon departure the representative shall report to the management and in writing detail completed work and anything that might endanger the health and aesthetics of the grounds. Items detailed should include but are not limited to turf, shrubs, flowerbeds, trees, ground cover, and irrigation.

Ground maintenance supervisor and a representative of the District will inspect the entire property subject to this agreement at least once per month, or more often if required by the District. An inspection will be conducted to evaluate the quality of the grounds. Items will be noted that will need to be completed before the next month's inspection. Items from last month's inspection will be reviewed for completion. However, Contractor is solely responsible for completing the work in compliance with this Agreement and review of the property by the District Representative in no way relieves Contractor of any such obligations.

Before commencing grounds maintenance services, a day or days of service will be agreed upon. Any event that would result in a temporary change of the service day or days must be communicated to the District prior to the change.

Contractor is to report anything out of the ordinary that may be a concern to the management

while they are on site performing their duties.

12) SAFETY REQUIREMENTS - All equipment shall have all safety devices attached and operational as designed by the manufacturer. Mowers must be equipped with discharge deflector shield; edging equipment will be equipped with manufacture guard to deflect hazardous debris. Personnel shall comply with all OSHA dress code regulations, including but not limited to, safety glasses, steel-toed shoes, and earplugs while operating equipment on community property. Material Safety Data Sheets must be submitted for all chemical intended for use on site. All chemicals to be used shall carry an EPA approval number.

13) PERSONNEL - Field personnel must wear sleeved shirts that are uniform in design and color, bearing their companies' name. If hats are worn, they are to be company hats. Field personnel are perceived as representatives of the management while on the premises and will conduct themselves in an efficient, well mannered, well-groomed and professional manner at all times. Any person in the opinion of the management not conducting themselves in this manner is subject to dismissal from the premises. Field personnel should not kill any local species of animals including snakes and alligators, unless it is directly threatening to harm them. Do not under any circumstances feed the alligators.

Contractor must ensure that a licensed chemical applicator be present during the entire duration of any application of fertilizers, pesticides, herbicides or chemicals.

Contractor shall be responsible for the repair or replacement of any damage to individual utility stations, buildings, walks, vehicles, trees, shrubbery, lawn, plants, irrigation, roads, trails or any other structures caused in the performance of its operation or by its personnel. All damages caused by Contractor are to be reported to the management as soon as possible. If for any reason Contractor cannot or will not make the repairs in a timely fashion the management will make the necessary repairs by another party and back charge Contractor.

14) LICENSING - Contractor shall provide a list of all licenses held relative to equipment use, herbicides and pesticide applications, work in rights-of-way or other licenses and certifications that may be necessary for the performance of the work provided for hereunder.

#### PART 2 FERTILIZATION

Contractor shall abide by all requirements in the RULES OF THE ENVIRONMENTAL PROTECTION COMMISSION OF ST. JOHNS COUNTY for CHAPTER 1-15 "FERTILIZER USE AND LANDSCAPE MANAGEMENT" and other applicable law, regulations, rules, ordinances or permit requirements. It is Contractor's responsibility to become familiar with all rules and requirements of the Ordinance. Copies of all Certifications of Training shall be supplied to the District Representatives with submission of bids. The District is relying on Contractor to comply with and perform in accordance with all applicable laws, rules, regulations, ordinances, etc.

No person shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during one or more of the following events: if it is raining at the application site; or ii) within the time period during which a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of St. Johns County, issued by the National Weather Service, or iii) within thirty-six (36) hours prior to a rain event greater than or equal to two (2) inches in a twenty-four (24) hour period is likely.

Soil test samples shall be taken twice (2x) per year by Contractor to determine pH, macronutrient and micronutrient content. Samples are to be taken in representative areas and within the scope of this Agreement. Fertilization applications, schedule modifications and soil amendments may be required based on the findings of the soil samples as may be necessary. All irrigated turf areas to have at least two annual treatments to combat reclaimed bicarbonates in the soil. Gypsum or Veridical is recommended for this treatment. Should changes be of merit, Contractor shall notify the District in writing prior to the implementation of such changes. Pre- emergent weed control will be scheduled for the appropriate time of year.

All turf shall be fertilized according to IFAS Guidelines for high maintenance level in northeast Florida turf which is generally outlined below (per BMP guidelines and University of Florida IFAS Extension). In addition to fertilization all irrigated turf areas to receive two annual treatments to combat reclaimed bicarbonates in the soil. Gypsum or Verde-Cal is recommended for this treatment. This will be performed in the spring and mid-summer.

Bahia Sod:	
March	A complete fertilizer based on soil test + Pre- M
April	Nitrogen (Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF) June
	SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000)
August	Fe for foliar application, use ferrous sulfate (2 oz./ 3-5 gal. H2O/1,000 SF)
October	A complete fertilizer based on soil tests + Pre-M
Bermuda Sod:	
March	A complete fertilizer based on soil test + Pre- M
April	Nitrogen (Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF)

April	Milogen (Soluble Milogen applied at 0.5 105. 14/1,000 51)
May	SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
July	A complete fertilizer based on soil tests
August	Fe for foliar application, use ferrous sulfate (2 oz./ 3-5 gal. H2O/1,000 SF)
September	SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
October	A complete fertilizer based on soil tests + Pre-M

#### St. Augustine Sod:

February	A complete fertilizer based on soil test + Pre- M
April	Nitrogen (Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF) May
	SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
July	A complete fertilizer based on soil tests
August	SRN (Slow Released Nitrogen applied at 1.0 lbs. N/1,000 SF)
October	A complete fertilizer based on soil tests + Pre-M
	-
Zoysia Sod:	
Zoysia Sod: February	A complete fertilizer applied at 1.0 lbs. N/1,000 SF Containing 50% soluble and
	A complete fertilizer applied at 1.0 lbs. N/1,000 SF Containing 50% soluble and 50% Slow release N + Pre- M
	• • • •
February	50% Slow release N + Pre- M

September	Soluble Nitrogen applied at 0.5 lbs. N/1,000 SF)
October	A complete fertilizer applied at 1.0 lbs. N/1,000 SF Containing 50% soluble and
	50% Slow release N + Pre- M

Contractor shall submit a fertilizer label to the District's Representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting proposed fertilization programs to ensure that turf areas are kept uniformly green, healthy and in top condition. It shall be the responsibility of Contractor to determine specific needs and requirements and notify the District Representative when these additional applications are needed.

Fertilizers containing iron shall be removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of Contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required at no additional cost to the District. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. It shall be Contractor's responsibility to remove any stains from any hard surfaces on the property caused by their actions or inactions relating to fertilizer application. Fertilizer shall not be applied within ten (10) feet from the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

#### SHRUB, TREE& GROUNDCOVER FERTILIZATION:

For purposes of bidding, all shrubs, groundcovers and trees shall be fertilized according to the following specifications.

Three (3) times a year – (March, June, and October) A complete fertilizer (formula may vary according to soil test results) at a rate of 4-6 lbs. N/1,000 SF / year. (A minimum of 50% Nitrogen shall be in slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. It is Contractor's responsibility to replace any plant material damaged by fertilization burn due to Contractor's actions or inactions.

#### PALM FERTILIZATION:

All Palms shall be fertilized according Best Management Practices and University of Florida IFAS Extension guidelines 100% of the N, K & Mg <u>MUST</u> be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the drip line of the canopy but must be kept at least six feet (6") from the palm trunk. There are currently approximately 1200 palm trees.

Contractor shall provide the District with a fertilizer analysis tag from the fertilizer in order to verify correct formulation. Payment will not be made until correct quantity and formulation has been verified and applied. Contractor must notify the District five (5) working days in advance of the day the property is scheduled to be fertilized and shall coordinate such activities with the District Representative so that the District Representative has the opportunity to verify the quantity of fertilizer being delivered for application. Failure on the part of Contractor to so notify the District may result in Contractor forfeiting any and all rights to payment for the applications made without notification.

# PART 3

## PEST CONTROL

Insects and Disease in Turf – Insect and disease control spraying in turf shall be provided by Contractor every month (or as needed if not required - Contractor shall consult with District's Designee if insect/ disease control is not required) with additional spot treatment as needed. During the weekly inspections Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for "Formula" under the fertilization section in the bid form. Also include the cost of these chemicals as part of the pest control application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form. Fungicide treatment will be excluded from annual pest control costs and shall be authorized as needed via an additional work authorization. Upon identification of an area requiring fungicide treatment, a specific treatment plan will be developed for that area and a proposal shall be presented to the District for consideration and approval as soon as possible to prevent further spread. Fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. The Contractor shall be responsible for monitoring the condition of the turf and for promptly notifying the District when fungicide is needed to minimize damage.

Insects and Disease Control for Trees, Palms and Plants – Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the District's discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item and additional work in the Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with their proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice (2x). The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material and labor) multiplied by quantity of

susceptible palms multiplied by four (4) inoculations per year in bid form. The District reserves the right to subcontract out any and all OTC Injection events. This will not be included in Contractor's Amount. Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the entirety of the property on each visit is crucial to maintaining a successful program. It is Contractor's full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also Contractor's responsibility to treat these conditions in an expedient manner.

It shall also be Contractor's responsibility to furnish the District Representative with a copy of the Pest Management Report (a copy of which is included), which it is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize itself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be Contractor's responsibility to treat pest within five (5) working days of the date of notification.

### OTC Injections will be performed at the request of the District. <u>The District reserves the</u> right to subcontract out any and all OTC Injection events.

Fire Ant Control - Contractor is required to inspect the entirety of the property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait. Contractor is responsible for ensuring treatment does not damage non-targeted plant and animal species. Top Choice or equivalent shall be applied to all Bermuda.

#### PART 4

# IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components at least one (1) time per month and include a written report. Areas shall include all the existing irrigation systems (approximately 1,221 zones, 37 irrigation controllers, 23 battery operated controllers, and 3 backflow preventers).

#### A. Irrigation Controllers

- 1. Semi-automatic start of the automatic irrigation controller
- 2. Check for proper operation
- 3. Program necessary timing changes based on site conditions
- 4. Lubricate and adjust mechanical components

5. Test back up programming support devices

#### B. Water Sources

- 1. Visual inspection of water source
- 2. Clean above ground strainers and filters
- 3. Test automatic protection devices

#### C. Irrigation Systems

- 1. Manual test and inspection of each irrigation zone
- 2. Clean and raise heads as necessary
- 3. Adjust arc pattern and distance for required coverage areas
- 4. Clean out irrigation valve boxes

#### D. Report

- 1. Irrigation operation time
- 2. Irrigation start time
- 3. Maintenance items performed
- 4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Below ground repairs, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer are to be inspected for adjustment and shall be aligned, packed and cleaned as necessary during this inspection. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance, at all times for the greatest coverage. All below ground repairs including valves, pumps, and wiring require an estimate for all such repairs. Upon written approval from the District Representative, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, the District Representative prior to making such repair.

The District Representative shall be notified what day and time of the week the irrigation tech will be available servicing the District. Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of these reports will be maintained by Contractor and copies delivered to the District Representative or his designee, along with the weekly report. At no time shall Contractor leave the premises without reporting any known necessary repairs. 5. Test back up programming support devices

#### B. Water Sources

- 1. Visual inspection of water source
- 2. Clean above ground strainers and filters
- 3. Test automatic protection devices

#### C. Irrigation Systems

- 1. Manual test and inspection of each irrigation zone
- 2. Clean and raise heads as necessary
- 3. Adjust arc pattern and distance for required coverage areas
- 4. Clean out irrigation valve boxes

#### D. Report

- 1. Irrigation operation time
- 2. Irrigation start time
- 3. Maintenance items performed
- 4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components. Below ground repairs, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs are to be considered additional items. Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer are to be inspected for adjustment and shall be aligned, packed and cleaned as necessary during this inspection. Shrubs, groundcovers, and turf around sprinkler heads shall be trimmed to maintain maximum clearance, at all times for the greatest coverage. All below ground repairs including valves, pumps, and wiring require an estimate for all such repairs. Upon written approval from the District Representative, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, the District Representative prior to making such repair.

The District Representative shall be notified what day and time of the week the irrigation tech will be available servicing the District. Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of these reports will be maintained by Contractor and copies delivered to the District Representative or his designee, along with the weekly report. At no time shall Contractor leave the premises without reporting any known necessary repairs. Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of St. Johns County or any other governmental agencies. It is the responsibility of Contractor to ensure the turf and plant material remains healthy. If Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be Contractor's responsibility to apply for and receive a variance. Violations and/or fines imposed by any local or state agency will be deducted from Contractor's monthly payment. Contractor shall work with the District to establish and maintain irrigated plant material while making recommendations to minimize irrigation usage and control irrigation system-related costs. Contractor shall adjust automatic controllers to establish the frequency and length of watering periods to meet seasonal watering requirements and restrictions. In the event of abnormal irrigation cost overruns, Contractor shall report to the District the reason for the overruns and, if due in whole or in part to the Contractor's actions or failure to act, shall cooperate in negotiating a share of the cost overages attributable to such actions or inactions.

Contractor shall remain responsible for the on-going day-to-day maintenance of ALL irrigation systems. It is vital to communicate regularly with the District as well as any outside vendor responsible for monitoring.

Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to the District Representative.

<u>Freeze Protection</u>. Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells/inrigation components.

<u>Responsibility for Sprinkler Head Repairs</u>: Contractor shall have sixty (60) days from the effective date of the Agreement to conduct a comprehensive review of the District's irrigation system, including all sprinkler heads, and submit proposals for any items needing repair. After the 60-day period has expired and any necessary repairs have been made, Contractor and District shall share the cost of sprinkler head repairs 50/50; i.e., Contractor shall bear 50% of the applicable sprinkler head repair costs and the District shall bear 50% of the applicable sprinkler head repair costs and the District shall bear 50% of the applicable sprinkler head repair if the District does not authorize the recommended repair.

Bid Alternate: Contractor shall submit a price to provide a full time Irrigation Technician / Water Manger to provide routine maintenance as stated in this section, make repairs related to the irrigation systems in the District, manage all controllers to provide seasonal watering requirements and minimize irrigation use when conditions allow. This would replace irrigation inspections totals on the Proposal summaries.

## PART 5 INSTALLATION OF MULCH

After prior approval by the District Board of Supervisors or District Representative, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Brown Cypress Mulch or Pine Straw, depending on the landscape area, once (lx) per year during the month of April unless a different installation time is directed by the District. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum

depth of three (3) inches. An additional installation of mulch may be performed if necessary and if authorized in writing by the District and shall be invoiced according to the unit prices provided in the Contractor's bid.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be three (3) inches deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of three (3) inches and beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete, it is determined that additional mulch is required to attain the required three (3) inch depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid. The price per cubic yard provided in Contractor's bid shall apply to any additional mulch installation services provided during the term of this Agreement.

The District reserves the right to subcontract out any and all mulching events. Please note, there are approximately 1800 cubic yards of mulch and approximately 22,000 bales of pine straw. The selected bidder shall confirm, these amounts are estimates based upon previous contractor amounts.

Additional Bid: Contractor shall provide a one-time price to remove mulch to depths of 3" on pool deck areas at the RiverClub and RiverHouse and replace with three (3) inches of new mulch. All areas inside the pool perimeter fence are included in this removal. This item will not be included in the contract amount.

#### PART 6 ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the District Representative, Contractor shall replace approximately three thousand, six hundred (3,600) annuals in four (4) inch pots up to four (4) times per year in designated areas noted on the service area map and maintain annuals to ensure a healthy appearance. Contractor will have the type of annual to be installed pre-approved by the District Representative in writing. An Annual Options Presentation for the entire year representing plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the District or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an

eyesore. If the beds are left bare prior to the next planting, Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

Annual installation price shall include all dead-heading, necessary soil adjustments, soil additives, fungicides and nutritional requirements at no additional cost to District.

The District reserves the right to subcontract out any and all annual installation events.

## PART 7 PALM TREE PRUNING

PALMS: ALL palms (regardless of height) shall receive a pruning on an as-needed basis as often as necessary to have palms appear neat and clean at all times. This includes the removal of brown and/or yellow fronds, broken fronds and inflorescence. Contractor is required to keep the removal of green fronds to a minimum (the exception being interference with structures or other plant material, etc.). As previously mentioned, there are currently approximately 1200 palm trees throughout RiverTown.

All Sabal palms shall be pruned once (1x) a year in a uniform ten to two (10-2) cut. Medjools shall be trimmed at District Representative request and timed to be trimmed so fruit pods can be removed prior to development. At no time shall the trimming be more than ten to two (10-2) position. Tarpaulins shall be used in areas where palm fruits may stain sidewalks, pavement and other decorative surfaces including pool decks. Contractor shall be responsible for the removal of all palm fruit stains.

# 30/60/90 Day Plan



This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. We've divided the tasks over the first 30, 60, and 90 days of service in order to provide you with a tool to monitor and measure our team's performance as we begin our partnership as your landscape maintenance service partner.

#### 30 Day Plan:

- Meet with Board Representative/property manager to review 30 60 90 Day Plan
- Discuss with Board our "Approach to Services" and scope of work
- Conduct arbor assessment with report identifying the locations throughout RiverTown
- Propose soil amendment to all seasonal flower beds prior to rotation at RiverTown
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance mowing, blowing, edging and leaf clean-up
- Hand pull and spray weeds in mulch beds
- Spot treat weeds in turf areas
- Continue weed control in planting beds
- Apply fertilizer to struggling shrubs throughout the property
- Begin insect and disease program on all plant material
- Discuss options for turf enhancements
- Prepare proposals for replacing missing and dead shrub material throughout property
- Perform first turf fertilizer application
- Walk Property with Board Representative/property manager to identify other areas of concern

# 30/60/90 Day Plan



# 60 Day Plan:

- ✓ Walk property with Board Representative to evaluate improvements
- ✓ Evaluate our "Approach to Services" and make any necessary adjustments
- ✓ Continue irrigation maintenance and inspections
- Provide arbor assessment proposal
- Continue routine maintenance mowing, blowing, edging and leaf clean-up
- ✓ Retreat turf weeds
- ✓ Continue hand pulling and weed applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve "curb appeal" in high profile areas

## 90 Day Plan:

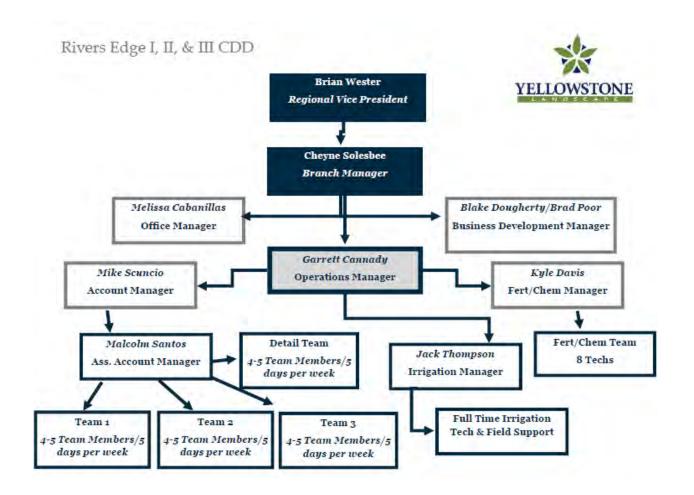
- ✓ Walk property with Board Representative to evaluate improvements
- ✓ Assess results from actions taken in 30 day and 60 day plans.
- ✓ Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Continue RoundUp applications in mulch beds
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance mowing, blowing, edging and leaf clean-up

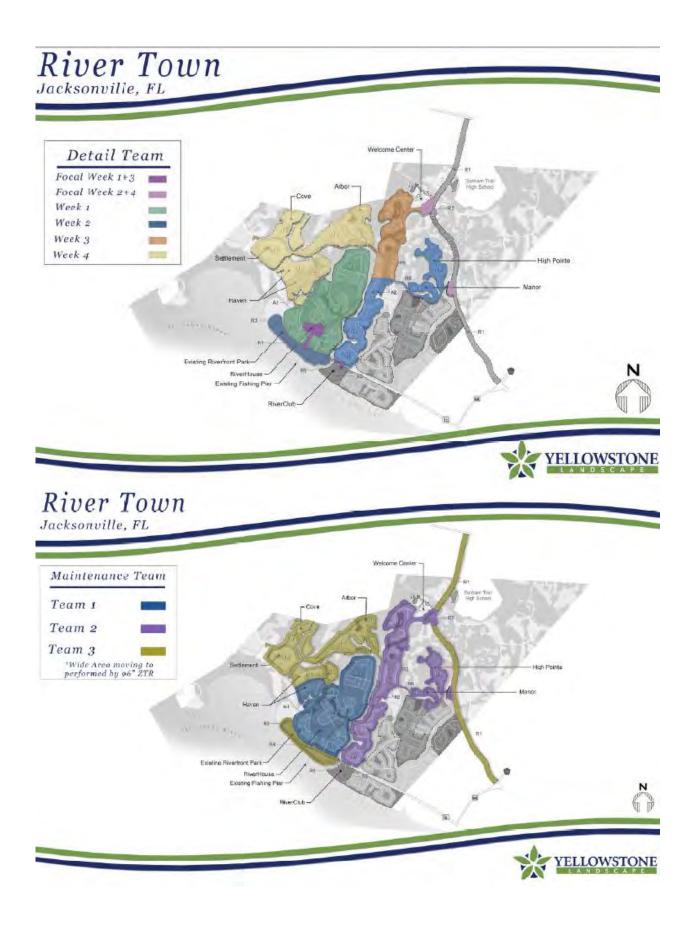
No.	
2000	

## RiverTown- 12 Month Task Calendar

TELLOWSTONE	Mos-Fit 52 weeks of the year relinus holidays												
Test	Jac.	Feb		-	May	Jane 1	daly:			Out	New	Dec.	Total Visita
			a and the second second	April				Ass	Sept				
Fidal Visita-galaya per week.	3	1	3	- 3	¥ .	8			a	1	- 3.	- 8	59
(mild)													
Moving (R. Augustair)	4		-	-	-	×.	Ξ.	1	4	4			42
Moelag (Bernada)	×.	2	T.		-	8	8		2	<u>a</u> .	2	1	35
Moving (Table)	4		¢		_	<u>k</u> .					×.		36
Moving (Zostia)	4				-	- X	. 2	- N	- 4	4	×	-	42
Hard Edging	x	2	2	-	-	*	8		2	<u>a</u> .	2 2		42
SettRaging	*		¢					1					
String Trimuling			4		-	×.	x		×.	ч.	7	N	42
Backpack Blowing Backpack Blowing (Scal arous)	×.	x.	2			a c	. 6	- 1	-3.	<u>a</u> .	2		42
	*	× .	4		1	3X. 	*		10	14	- X - X		- 6
St. Augustice Innerticiale	£					x	-	-		_	- C		
At Augustice Areas Treatment	_		1		-			-	( )	-		-	
Bernyada Top Choise	-		-		1				-	-	1		
Semada Insecticida	-		C.			x			3		×.		•
hermials Fre-Etaergent	-			_	Ε.			-	8		- K.	_	5
Royala Insectifide			4					<u> </u>					2
Zopula Pre-Ganergent	-	-	×.	_	-	- 1			-1-		-12		5
St. Augustice Pertilization	*		_			li .	_	197. I	-		÷.		6
Iermada Fertilization				1	1	×.,	-	1.	_		3		ð
Stynia Posgiside	-						_		3.		_	-	T
Koyala Pertilization	¥.,				1.1	1		17.	_		× .		6
Self-Analysis Teering			- 7		1.1					- X	1.0	1.00	
Sheads and Deda													
Providing or Trinspling (up to 107)		- 7		-								10	
Overant grasses					-		-			2	1.000	1.00	
Manual Wood Control	8	8	× .		1.00	12	8	1.6	18	- 2	-2		52
Post-Emergent Weed Control	3	- ¥ -	4			х	. 8	19	- W	×.,	× .		52
Pre-Emergent Wood Courses		1	- 2 -		-		_					1000	
Pangirials Application			3			10			- 10			100	1 1 1 1
inaectivide Application			- 2	1.0		100			14	-		1.1	4.
Tree, Shawh Feytilization	1. A.	ł	- 2-	-		1.1			100				3
Tree Prinning (10) to (of)		3											1
Crepe Myrtles Tip Prized. (up to 97)		- 2	1.50	-				1.00		11.11		1.00	
The Ferbilization			4						14			1	
(Tales,													
Pains Prusing	3 1 1			1.	10	1.1.1		1.4.4				1	1
Palm Pertilitation			4					1.0	- X				
					-								
trigation importion-og's of ones weekly						1.1		100	x		1.2		14
Minor Repairs - 25% of comp weekly	*	*	4						ж.	а.	x	- 12	49
Seemand Color													
Calor Retation	2						8			- 81			
Manual Word Control	<b>x</b>	×	- T		1		2	1.	- K	38.	<i>.</i>	1	52
bead Heading or Detailing			-	- S	- N	4	· 8	- 1	- 1	- 32	· 8	1	52
last Prep							8			- 8			
menticide Application			·	1						- X.			
Pungkride Application	2			1			8			12			
Pertilization										14			-
Mer Harti.													
Malda Application			x		-								1
Truth /Deltria Clean-op	3	- 1			1	x.		1.0	10	<b>a</b> .	x		5
Per Aut Treatment		3	- 2		-	8	1						Attended

For any turf, shrub, tree, or pain application on integrated Pest Management Program will be implemented. If certain applications are not needed when scheduled on this calendar, we will focus our attention in other areas. Our approach will always be preventative by monitoring site conditions. Additional spat freatments may be made throughout the year to address certain lauses.





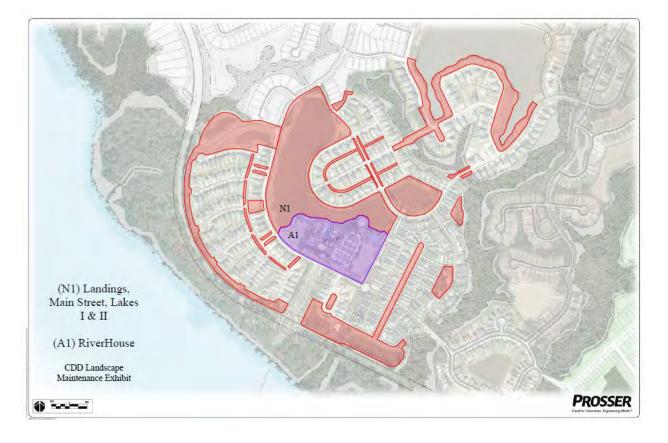
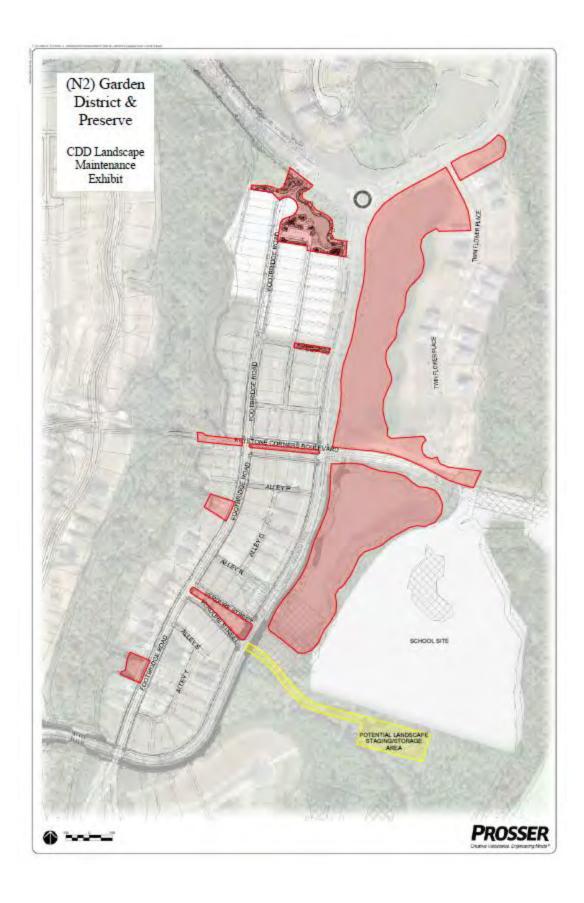
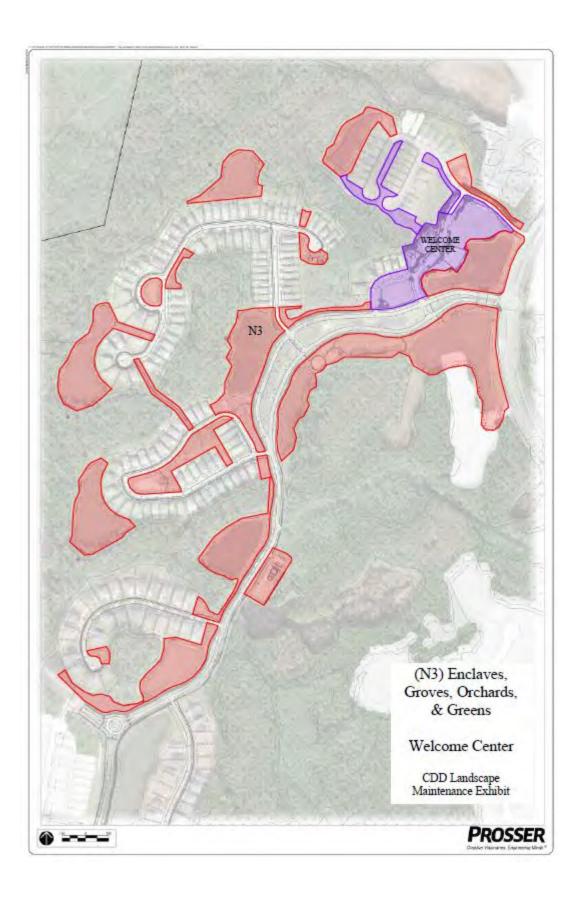
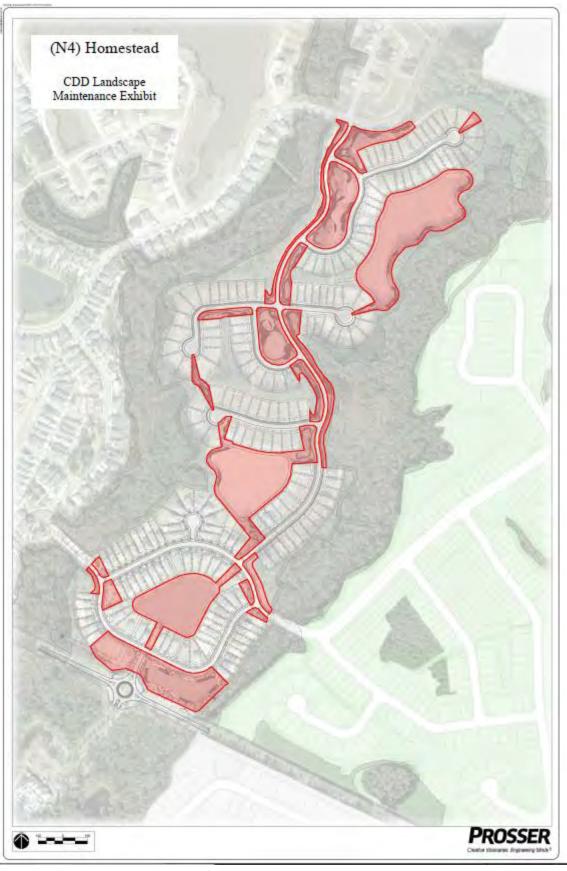


EXHIBIT B1 Rivers Edge CDD Property







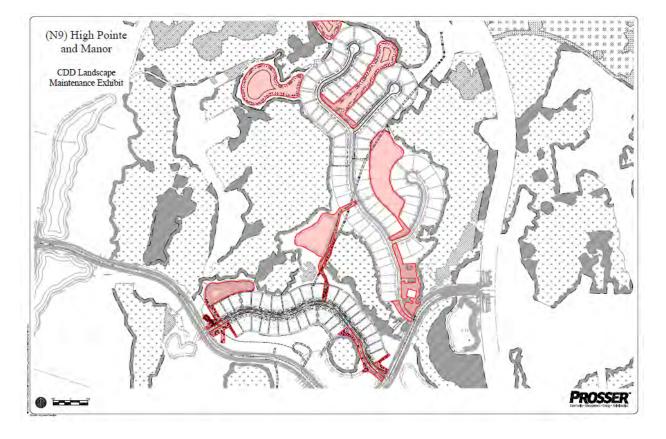


EXHIBIT B2 Rivers Edge II CDD Property

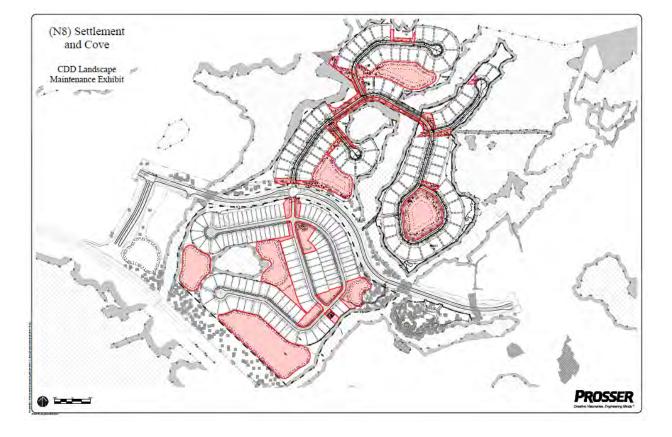
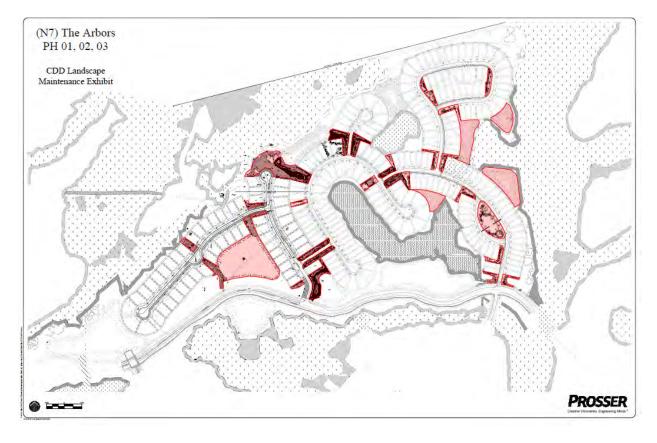


EXHIBIT B3 Rivers Edge III Property



# EXHIBIT C Shared Offsite Property





**EXHIBIT D** Future Landscape Areas

# EXHIBIT E Forms

#### RIVERS EDGE CDD ADDITIONAL SERVICES ORDER (ASO)

#### \*\*\*FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM\*\*\* -Contact District Manager For Finalized Form-

				Date:	MM/DD/YYYY
Contractor's Name:				ASO #:	01
Project Manager:		Distri	ct Manager:	Jim Perr	Y
Project Manager's Email:		Distri	ct Manager's Email:	jperry u	gnisnf.com
Contractor's Address:		Distri	ct Address:		stTown Place, Stel14 ustine, FL 32092
Contractor's Phone:		Distri	ct Phone:	(904) 94	0 - 5850
Contractor's Facsimile:		Distri	ct Facsimile:	(904) 94	0 - 5899
Item # Item De	scription	Unit Unit	Cost Qua	ntity	Total
1		\$0	0.00 0.0	00	\$0,00
2		\$0	00 00	00	\$0.00
3		\$0	0.00 0.0	00	\$0.00
4		\$0	0.00	00	\$0.00
5		20	0.00 0.0	00	\$0.00

Net Change:

 \$0.00
 0.00
 \$0.00

 \$0.00
 0.00
 \$0.00

 Amount This ASO:
 \$0.00

 ASO Amount To Date:
 \$0.00

 Original Agreement Amount
 \$0.00

 Revised Agreement Amount:
 \$0.00

Reason for Additional Services Order, Please Explain:

\$0.00

Additional Specifications:

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

	Original Agreement:	Rivers Edge Community Development	t District - Landscape Maintenance Services Agreement
	Signed & Dated:		
	IN WITNESS WHEREOF, later of the two dates set for		Additional Services Order to be effective as of the
OWN	ER:		CONTRACTOR:
	RS EDGE COMMUNITY Di al unit of special-purpose gove		
By:			<u>By:</u>
Nam	e:		Name:
Title			Title:
Date	:		Date:

#### <u>RIVERS EDGE CDD</u> DAILY WORK JOURNAL

(this form must be filled out at the end of each daily visit and turned in to the clubhouse office)

DATE:	
DESCRIPTION OF WORK PERFC	DRMED TODAY:
LOCATIONS:	
ISSUES REQUIRING ATTENTIO (Please notify District Rep. if any)	N:
(Trease nongy Diamer Kep. If unity)	

		GRAND TOTAL	(Parts 1, 2, 3, and	d 4)	
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
YEAR 1 (2022-2023)	\$ <u>1,710,000.0</u> 0	\$ <u>803,526.95</u>	\$ <u>171,346.51</u>	\$ <u>88,215.30</u>	\$ <u>646,911.24</u>
YEAR 2 (2023 - 2024)	\$ <u>1,744,200.0</u> 0	\$ <u>819,597.48</u>	\$ <u>174,773.44</u>	\$ <u>89,979.61</u>	\$ <u>659,849.47</u>
YEAR 3 (2024 - 2025)	\$ <u>1,779,084.0</u> 0	\$ <u>835,989.43</u>	\$ <u>178,268.91</u>	\$ <u>91,779.21</u>	\$ <u>673,046.45</u>
YEAR 4 (2025-2026)	\$ <u>1,814,665.68</u>	\$ <u>852,709.22</u>	\$ <u>181,834.29</u>	\$ <u>93,614.79</u>	\$ <u>686,507.3</u> 8

## EXHIBIT F Contractor's Bid Pricing

### Shared Offsite Improvements Category Breakdown

	RiverHouse	RiverClub	Riverfront Park	Keystone Corners
YEAR 1 (2022-2023)	\$ <u>44,803.77</u>	\$ <u>20,919.44</u>	\$ <u>38,818.93</u>	\$ <u>50,211.91</u>
YEAR 2 (2023 – 2024)	\$ <u>45,699.85</u>	\$ <u>21,337.83</u>	\$ <u>39,595.31</u>	\$ <u>51,216.15</u>
YEAR 3 (2024 – 2025)	\$ <u>46,613.85</u>	\$ <u>21,764.59</u>	\$ <u>40,387.22</u>	\$ <u>52,240.47</u>
YEAR 4 (2025-2026)	\$ <u>47,546.13</u>	\$ <u>22,199.88</u>	\$ <u>41,194.96</u>	\$ <u>53,285.28</u>

	Longleaf Pine	RiverTown Main St.	Orange Branch Trail	RiverTown Blvd.	SR 13
YEAR 1 (2022- 2023)	\$ <u>159,503.99</u>	\$ <u>139,462.83</u>	\$ <u>108,689.46</u>	\$ <u>41,783.83</u>	\$ <u>42,717.08</u>
YEAR 2 (2023-2024)	\$ <u>162,694.07</u>	\$ <u>142,252.09</u>	\$ <u>110,863.25</u>	\$ <u>42,619.50</u>	\$ <u>43,571.42</u>
YEAR 3 (2024- 2025)	\$ <u>165,947.95</u>	\$ <u>145,097.13</u>	\$ <u>113,080.52</u>	\$ <u>43,471.87</u>	\$ <u>44,442.85</u>
YEAR 4 (2025-2026)	\$ <u>169,266.91</u>	\$ <u>147,999.07</u>	\$ <u>115,342.13</u>	\$ <u>44,341.31</u>	\$ <u>45,331.71</u>

If the pricing for optional service will change over the life of the contract, please provide such information below:

	Part 5 (Optional)	Part 6 (Optional)	Part 7 (Optional)
YEAR 1 (2022-2023)	\$ <u>TBD</u>	\$ <u>TBD</u>	\$ <u>TBD</u>
YEAR 2 (2023 – 2024)	\$TBD	\$TBD	\$TBD
YEAR 3 (2024 - 2025)	\$ <u>TBD</u>	\$ <u>TBD</u>	\$ <u>TBD</u>
YEAR 4 (2025-2026)	\$ <u>TBD</u>	\$ <u>TBD</u>	\$TBD

### PART 1 - GENERAL LANDSCAPE MAINTENANCE

ANNUAL T	OTAL - GENERAL L	ANDSCAPE MAINTEN	NANCE (all labor and	materials)
All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$ 1,216,804.24	\$ 571,846.58	\$_121,942.29	\$ 62,627.59	\$ 460,387.78

### Additional Services: (These prices shall apply to unit-price work only and are NOT to be included in General Landscape Maintenance Cost above)

- Storm Cleanup \$ 95 /hr.

- Tree Staking/Strapping Removal \$ 55 / lump sum (based on plan details)

Freeze Protection (description of ability) Shut down all clocks/backflows and drain mainlines. Shut
down all battery operated zones. Wrap backflows in an insulated material to keep piping from bursting.

Any plant material that is hurt in a freeze will be pruned at the correct time according to plant species and size to help with regeneration of healthy growing habits.

\$ 0.00 /application

Hand Watering

\$\_65 /hr. for employee with hand-held hose

\$ 75 /hr. for water truck/tanker

Contractor shall provide a onetime cost for additional trimming for specific areas of property:

 Buffer area along the Riverfront Park - Trimming of buffer area to four (4) feet high from the south lookout north 3,200 feet to the extent of the cleared portion of park. This to include any saplings, Sabal Palmetto fronds above four (4) feet and tall weeds. \$\_4,900.00

County Road 244 Woodline - Trim all overhanging vegetation on R/W line and walks to eight
 (8) feet high along the length of County Road 244. \$ 6,500.00

### PART 2 - FERTILIZATION

All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$_246,900.62	\$_115,932.06	\$_24,721.70	\$_12,911.16	s_ 93,335.70

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

MONTH	FORMULA	GUSTINE (per specificat APPLICATION RATE	TOTAL POUNDS	COST PER
MONTH	FORMULA	(LBS. N/1000 SF)	PRODUCT TO BE APPLIED	APPLICATION
Feb	Complete fertilizer based on Soil Test and Pre-emergent (0-0-29) - Pending soil testing	0 LB. N/1000 SF	All 3- RE1- RE2- N/A RE3- SO-	All 3- \$21,133,45 RE1- \$7,580.28 RE2- \$2,899.98 RE3- \$401.38 SO- \$10,251.81
Apr	High N (Soluble and Slow Release) (24-0-11) - Pending soil testing	.5 LB. Soluble N/1000 SF 1 LB. Slow Release N/ 1000 SF	All 3- 18,996 lbs RE1- 11,545 lbs RE2- 539 lbs RE3- 482 lbs SO- 6,400 lbs.	All 3- \$27,818.70 RE1- \$9,978.18 RE2- \$3,817.35 RE3- \$528.36 SO- \$13,494.81
Jul	Complete Fertilizer based on Soil Tests (40-0-0) - Pending soil Testing	.5 LB. N/1000 SF	All 3- 2,744 lbs RE1- 1,270 lbs RE2- 108 lbs RE3- 96 lbs SO- 1270 lbs	All 3- \$22,834.17 RE1- \$8,190.30 RE2- \$3,133.36 RE3- \$433.68 SO- \$11,076.83
Aug	Slow Release Nitrogen (24-0-11) - Pending soil Testing	1 LB. N/1000 SF	All 3- 12,574 lbs RE1- 7,700 lbs RE2- 359 lbs RE3- 316 lbs SO- 4,199 lbs	All 3- \$23,730.75 RE1- \$8,511.88 RE2- \$3,256.42 RE3- \$450.71 SO- \$11,511.74
Oct	Heavy Potassium Fertilizer with Pre-emergent (0-0-29) - Pending soil Testing	0 LB. N/1000 SF	All 3- RE1- N/A RE2- RE3- SO-	All 3- \$21,133,45 RE1- \$7,580.28 RE2- \$2,899.98 RE3- \$401.38 SO- \$10,251.81
	ZC	<b>DYSIA</b> (per specifications		
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Feb	(0-0-29) - Pending soil Testing	Don't recommend putting N at this time	All 3- RE1- RE2- N/A RE3- SO-	All 3- \$2,403.98 RE1- \$1,169.13 RE2- \$286.49 RE3- \$421.31 SO- \$527.05

Apr		ible Nirrogen 40-0-0) - Pending soil Testing	.5 🛛	B. N/1000 SF	REI REI REI	3- 460.125 1- 330.75 2- 13 3- 45.5 - 70.875	REI REI REI	3- \$2645.93 - \$1,285.25 - \$315.67 - \$464.24 \$580.77
May		w release Nitrogen 24-0-11) - Pending soil Testing	12	3. N/1000 SF	All REI REI REI	All 3- 1,533.54 RE1- 1,102.5 RE2- 43.3 RE3- 151.5 SO- 236.24		3- \$2831.52 - \$1,377.06 - \$337.44 - \$496.23 \$620.79
Jul		w reléase Nitrogen -0-11) - Pending soil Testing	1 LE	3. N/1000 SF	REI REI REI	3- 1,533.54 1- 1,102.5 2- 43.5 3- 151.5 - 236.24	REI REI REI	3- \$2,831.52 - \$1,377.06 - \$337.44 - \$496.23 \$620.79
Sept		ıble N -7-14) - Pending soil Testing	.5 🖬	B. N/1000 SF	All REI REI REI	3-876 1-630 2-24 3-87 -135	All REI RE2 RE3	3- \$2,685.22 1- \$1,307.44 2- \$319.65 3- \$470.07 \$588.06
Oct	Pre-e	n Potassium with emergent D-0-29) - Pending soil Testing	OLE	3 N/1000 SF	All REI REI REI SO-	3- 1- 2- N/A 3-	All REI RE2 RE3	3- \$2,403.98 - \$1,169.13 - \$286.49 - \$421.31 \$527.05
MON	TH	B. FORMULA	AHIA	(per specifications APPLICATION F (LBS. N/1000 S	ATE	t 2) TOTAL POUN PRODUCT TO APPLIED	BE	COST PER APPLICATION
Mar		Complete Fertilizer base Soil Test with Pre-emerg (24-0-11) -Pendu testin	gent ng so	.5 LB N/1000 SF	1	All 3- 3,070 RE1- 1,348 RE2- N/A RE3- 554 SO- 1,168		All 3- \$13,044.03 RE1- \$2,988.64 RE2- N/A RE3- \$1,163.14 SO- \$8,892.25
Apr		Soluble N (40-0-0) - Pendiny Testing	-	.5 LB N/1000 SF		All 3- 1,842.5 RE1- 808.75 RE2- N/A RE3- 332.5 SO- 701.25		All 3- \$9,178.69 RE1- \$2,134.74 RE2- N/A RE3- \$692.35 SO- \$6,351.60
Aug		Iron application (13-0-0) - Pendin Testing		0 LB N/1000 SF		All 3- RE1- RE2- N/A RE3- SO-		All 3- \$7,322.95 RE1- \$1,707.79 RE2- N/A RE3- \$553.87 SO- \$5,081.29
Oct		High Potassium with Pre-emergent (0-0-29)		0 LB N/1000 SF		All 3- RE1- N/A RE2-		All 3- \$7.322.95 RE1- \$1,707.79 RE2- N/A

	See page before	See page before	RE3- SO-	RE3_\$553.87 SO- \$5.081.29
	BER	MUDA (per specifications	in Part 2)	
MONTH	FORMULA	APPLICATION RATE (LBS, N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
Mar	Complete Fertilizer based on Soil Test with pre-emergent (24-0-11) - Pending soil testing	1 LB. N/1000 SF	All 3- 1,628 RE1- 588 RE2- N/A RE3- N/A SO- 1,040	All 3- \$3,711.53 RE1- \$1,297.92 RE2- N/A RE3- N/A SO- \$2,413.61
Apr	Soluble Nitrogen (40-0-0) - Pending soil testing	.5 LB. N/1000 SF	All 3- 487 RE1- 176 RE2- N/A RE3- N/A SO- 311	All 3- \$2,734.81 RE1- \$956.36 RE2- N/A RE3- N/A SO- \$1,778.45
May	Slow release Nitrogen (24-0-11) - Pending soil Testing	1 LB. N/1000 SF	All 3- 1,628 RE1- 588 RE2- N/A RE3- N/A SO- 1.040	All 3- \$2,930.16 RE1- \$1,024.68 RE2- N/A RE3- N/A SO- \$1,905.48
Jul	Complete Fertilizer based on soil tests (40-0-0) - Pending soil Testing	.5 LB. N/1000 SF	All 3- 487 RE1- 176 RE2- N/A RE3- N/A SO- 311	All 3- \$2,734.81 RE1- \$956.36 RE2- N/A RE3- N/A SO- \$1,778.45
Aug	Iron Application for Green Up with Slow release N (21-7-14) - Pending soil Testing	.5 oz/Gal of Fe 1 LB. N/1000 SF	All 3- 1,859 RE1- 671 RE2- N/A RE3- N/A SO- 1,188	All 3- \$2,930.16 RE1- \$1,024.68 RE2- N/A RE3- N/A SO- \$1,905.48
Sept	Slow Release Nitrogen (24-0-11) - Pending soil Testing	1 LB. N/1000 SF	All 3- 1,628 RE1- 588 RE2- N/A RE3- N/A SO- 1,040	All 3- \$2,734.81 RE1- \$956.36 RE2- N/A RE3- N/A SO- \$1,778.45
Oct	High Potassium with Pre-emergent (0-0-29) - Pending soil Testing	0 LB. N/1000 SF	All 3- RE1- RE2- N/A RE3- SO-	All 3- \$1,758.09 RE1- \$614.80 RE2- N/A RE3- N/A SO- \$1,143.29

MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
-------	---------	--------------------------------------	--	-------------------------

March	8-4-8 with minors blended with milorganite	On avg 4 LB. N/1000 SF	All 3- 9,130 RE1- 4,950 RE2- 200 RE3- 390 SO- 3,590	All 3- \$10,911.39 RE1- \$4,269.48 RE2- \$313.86 RE3- \$553.87 SO- \$5,774.18
June	8-4-8 with minors blended with milorganite	On avg 4 LB. N/1000 SF	All 3- 9,130 RE1- 4,950 RE2- 200 RE3- 390 SO- 3,590	All 3- \$10,911.39 RE1- \$4,269.48 RE2- \$313.86 RE3- \$553.87 SO- \$5,774.18
Oct.	8-4-8 with minors blended with milorganite	On. avg 4 LB. N/1000 SF	All 3- 9,130 RE1- 4,950 RE2- 200 RE3- 390 SO- 3,590	All 3- \$10,911.39 RE1- \$4,269.48 RE2- \$313.86 RE3- \$553.87 SO- \$5,774.18
			All 3- RE1- RE2- RE3-	All 3- RE1- RE2- RE3-
			SO- All 3- RE1- RE2- RE3- SO-	SO- All 3- RE1- RE2- RE3- SO-

	P	ALMS (per specifications in	Part 2)	
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12 with minors such as Mg, Mn, B, Fe	On avg 5 LB. N/1000 SF	All 3- 5,880 RE1- 3,890 RE2- 300 RE3- 215 SO- 1,475	All 3- \$11,760.00 RE1- \$7,780.00 RE2- \$600.00 RE3- \$430.00 SO- \$2,950.00
	8-2-12 with minors such as Mg, Mn, B, Fe	On avg 5 LB. N/1000 SF	All 3- 5,880 RE1- 3,890 RE2- 300 RE3- 215 SO- 1,475	All 3- \$11,760.00 RE1- \$7,780.00 RE2- \$600.00 RE3- \$430.00 SO- \$2,950.00
			All 3- RE1- RE2- RE3- SO-	All 3- RE1- RE2- RE3- SO-
			All 3- RE1- RE2-	All 3- RE1- RE2-

RE3- SO-	RE3- SO-
All 3-	All 3-
RE1- RE2-	RE1- RE2-
RE3-	RE3- SO-
SO-	SO-

Please list any additional fertilization for those plant materials requiring specialized applications.

	SPECIALTY PLANT MATERIALS					
MONTH	FORMULA	PLANTS TO BE	TOTAL POUNDS	COST PER		
		FERTILIZED	PRODUCT TO BE	APPLICATION		
		(i.e., Crapes, Loropetalum)	APPLIED			
			All 3-	All 3-		
	Bone meal as supplemental	Knockout and Drift Roses	RE1-	RE1-		
March, May,	nutrition for blooms		RE2-	RE2-		
July, Sept			RE3-	RE3-		
			SO25 LB/Plant	SO- \$1,130.00		
			All 3-	All 3-		
			RE1-	RE1-		
			RE2-	RE2-		
			RE3-	RE3-		
			SO-	SO-		
			All 3-	All 3-		
			RE1-	RE1-		
			RE2-	RE2-		
			RE3-	RE3-		
			SO-	SO-		
			All 3-	All 3-		
			RE1-	RE1-		
			RE2-	RE2-		
			RE3-	RE3-		
			SO-	SO-		
			All 3-	All 3-		
			RE1-	RE1-		
			RE2-	RE2-		
			RE3-	RE3-		
			SO-	SO-		
			All 3-	All 3-		
			RE1-	RE1-		
			RE2-	RE2-		
			RE3-	RE3-		
			SO-	SO-		

The totals in the "Cost per application" column should equal your Total Fertilization Cost for the year.

### PART 3 - PEST CONTROL

ANNU	ANNUAL TOTAL - PEST CONTROL ALLOWANCE (all labor and materials)					
All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements		
\$ <u>123,575.14</u>	\$_58,075.09	\$12,384.11	\$6,360.29	\$ <u>46,755.65</u>		

Provide cost per year if entire pest control allowance is required. This is an allowance for treatments of trees, ornamentals, groundcovers, etc., and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will <u>not</u> be equally divided amongst the monthly invoices. Instead, the portion of the allowance used on any particular event shall be billed <u>the month after</u> services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

In the space below, please state whether you believe a regular schedule of fungicide treatment is necessary for any areas within the Districts, and explain why or why not. Please provide unit prices for any recommended fungicide application below:

Answer: We would recommend applying azoxystrobin to the zoysia turf in September to help with
potential outbreaks. We suggest this for the zoysia turf because in our experience we see
that zoysia is more prone to fungus outbreaks than other turf types.

### Unit Prices:

Type of Fungicide	Unit Type	Unit Cost
Azoxystrobin	Ounces	\$15.00/oz

Additional Services: (These prices shall apply to unit-price work only and are NOT to be included in the Pest Control Allowance above or the Grand Total)

### **OTC Injections**

(All labor and materials) - Performed at the discretion of the Districts' Board of Supervisors. The Districts reserve the right to subcontract out any and all OTC Injection events.

### ANNUAL TOTAL - PEST CONTROL ALLOWANCE (all labor and materials based on quantities below)

All Areas	Rivers Edge I	River: Edge II	Rivers Edge III	Shared Offsite Improvements
\$150.00 per palm/tree	\$150.00 per palm/tree	\$150.00 per palm/tree	\$150.00 per palm/tree	\$ <u>150.00 per palm</u> /tre

### (OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size)=	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Medjool Date Palms	All 3- RE1- RE2- RE3- SO- 18	1 per palm per quarter	\$150.00	All 3- RE1- RE2- RE3- SO- \$10,800.00
	All 3- RE1- RE2- RE3- SO-			All 3- RE1- RE2- RE3- SO-
	All 3- RE1- RE2- RE3- SO-			All 3- RE1- RE2- RE3- SO-
	All 3- RE1- RE2- RE3- SO-			All 3- RE1- RE2- RE3- SO-

\* (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)

### Application of Top Choice for annual treatment of Fire Ants

(All labor and materials) - Performed at the discretion of the District's Board of Supervisors. The Districts reserve the right to subcontract out any and all OTC Injection events.

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services.

All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
\$_29,880.00	\$_11,048.00	\$1,500.00	\$ 2,689.00	\$_14,643.00

ANNUAL TOTAL - IRRIGATION (all labor and materials)					
All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements	
\$ <u>122,720.00</u>	\$ <u>57,673.22</u>	\$12,298.41	\$ <u>6,316.26</u>	\$ <u>46,432.11</u>	

### PART 4 - IRRIGATION

<u>Bid Alternate:</u> Contractor shall submit a price to provide a full time Irrigation Technician / Water Manger to provide routine maintenance as provided in the Scope of Services, make repairs related to the irrigation systems within the Districts, manage all controllers to provide seasonal watering requirements and minimize irrigation use when conditions allow. This would replace irrigation annual totals.

FULL-TIME IRRIGATION TECHNICIAN / WATER MANGER					
All Areas	<u>Rivers Edge I</u>	<u>Rivers Edge II</u>	<u>Rivers Edge III</u>	Shared Offsite Improvements	
<u>\$ 122,720.00</u>	<u>\$</u> 57,673.22	<u>\$</u> 12,298.41	<u>\$ 6,316.26</u>	<u>\$ 46,432.11</u>	

<u>Additional Services: (These prices shall apply to unit-price work only and are NOT to be included</u> in the Irrigation Cost above or the Grand Total)

Freeze Protection (description of ability) Shut down clocks/ back flows and drain mainlines.

Shut down all battery operated valves and drain lines. We would wrap backflows in an insulated covering to prevent pipes from bursting. We would recommend ensuring all clocks are equipped with rain/freeze sensors as a fail safe.

\$\_\_\_\_\_0.00 /<u>unit type:</u>\_\_\_\_\_

After hours emergency service hourly rate \$\_\_\_95.00\_\_ /hr. (i.e. broken mainlines, pump & wells, etc.)

Provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

Item of Work	Unit type (sq. feet, cubic yd, etc.)	Unit Cost
Tracking and troubleshooting	Hr	\$82.00

### <u>PART 5 - MULCH</u> <u>The DISTRICTS reserve the right to subcontract any mulching event to an outside vendor. The</u> <u>following prices are for unit-price work only and shall not be included in the Grand Total.</u>

UNIT PRICES – BROWN CYPRESS MULCH (all labor and materials)						
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements	
Cubie yards*	CY	CY	_40 _ CY	CY	<u>1105</u> CY	
Unit Price (1st top- dressing)	\$ <u>50.00</u>	\$	\$50.00	\$_50.00	\$ <u>50.00</u>	
Unit Price (2 <sup>nd</sup> top- dressing)	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	
Annual Total	\$ <u>90,000.00</u>	\$ <u>30,000.00</u>	\$ <u>2,000.00</u>	\$ <u>2,750.00</u>	\$ <u>55,250.00</u>	

\*Based on quantities determined by Contractor's field measurements at time of bidding

	UNIT PRICES – PINE STRAW MULCH (all labor and materials)				
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
Bales*	<u>22,000</u> bales	<u>10,339</u> bales	<u>2,205</u> bales	<u>1,132</u> bales	<u>8,324</u> bales
Unit Price (1st top-dressing)	\$	\$ <u>7.33</u>	\$7.33	\$	\$
Unit Price (2 <sup>nd</sup> top-dressing)	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
Annual Total	\$ <u>161,260.00</u>	\$_75,784.87	\$ <u>16,162.65</u>	\$ <u>8,297.56</u>	\$ <u>61,014.92</u>

\*Based on quantities determined by Contractor's field measurements at time of bidding (pond banks only)

### Each top-dressing shall leave all beds with a depth of 3"

Contractor shall provide a one-time price to remove mulch to depths of 3" on pool deck areas at the RiverClub and RiverHouse and replace with three (3) inches of new mulch. All areas inside the pool perimeter fence are included in this removal. This item will not be included in the contract amount. River Club (District II): \$<u>8,520.00</u> River House (District I): \$<u>5,960.00</u>

### PART 6

Annual Installation (All labor and materials)

<u>The DISTRICT reserves the right to subcontract any annual installation event to an outside</u> <u>vendor – The following prices are for unit-price work only and shall <u>not</u> be included in the <u>Grand Total.</u></u>

UNIT PRICES – ANNUAL INSTALLATION (all labor and materials) (4" pots, up to 4x per year)					
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
# of pots needed	<u>3,600</u> pots	<u>700</u> pots	<u>N/A</u> pots	N/A pots	<u>2,900</u> pots
Unit Price	\$ <u>1.80</u>	\$ <u>1.80</u>	\$N/A	\$_N/A	\$ <u>1.80</u>
Price per Rotation	\$6,480.00	\$ <u>1,260.00</u>	\$N/A	\$ <u>N/A</u>	\$_5,220.00
Annual Total (assume 4x per year)	\$25,920.00	\$ <u>5,040.00</u>	\$_N/A	\$_N/A	\$ <u>20,880.00</u>

### GRAND TOTAL

(ADD PARTS 1, 2, 3 & 4 - This will be the total contract price. Any additional services will be authorized by separate work authorization and invoiced separately.) This and the Proposal Summary Form on page 40 should be the same.

	GRAND TOTAL (Parts 1, 2, 3, and 4)				
	All Areas	Rivers Edge I	Rivers Edge II	Rivers Edge III	Shared Offsite Improvements
YEAR 1 (2022-2023)	\$ <u>1,710,000.0</u> 0	\$ <u>803,526.95</u>	\$ <u>171,346.51</u>	\$ <u>88,215.30</u>	\$ <u>646,911.2</u> 4
YEAR 2 (2023 – 2024)	\$ <u>1,744,200.0</u> 0	\$ <u>819,597.48</u>	\$ <u>174,773.44</u>	\$ <u>89,979.61</u>	\$ <u>659,849.4</u> 7
YEAR 3 (2024 - 2025)	\$ <u>1,779,084.0</u> 0	\$ <u>835,989.43</u>	\$ <u>178,268.91</u>	\$ <u>91,779.21</u>	\$ <u>673,046.4</u> 5
YEAR 4 (2025-2026)	\$ <u>1,814,665.6</u> 8	\$ <u>852,709.22</u>	\$ <u>181,834.29</u>	\$ <u>93,614.79</u>	\$ <u>686,507.3</u> 8

The Districts may be able to offer the successful Contractor on-site storage/staging space for equipment and materials. If offered, this space is expected to be located in the area indicated on Map FIFTH ORDER OF BUSINESS

### **RESOLUTION 2023-01**

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING INVESTMENT OF FUNDS IN THE LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND

**WHEREAS,** the Rivers Edge III Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the District from time to time has funds on hand in excess of current needs; and

**WHEREAS**, it is in the best interest of the District and its inhabitants that funds be invested to return the highest yield consistent with proper safeguards;

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

**SECTION 1.** That the District Manager or his/her designee, be, and he/she is hereby authorized to transmit such funds to the State Board of Administration to be invested according to applicable laws of the State of Florida consistent with the needs of Rivers Edge III Community Development District. Such authorization includes authority to withdraw funds from the State Board of Administration by giving timely notice and appropriate confirmation.

**SECTION 2.** That this Authorization shall be continuing in nature until revoked by Rivers Edge Community Development District.

PASSED AND ADOPTED this 19th day of October, 2022.

ATTEST:

### RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Print Name:\_\_\_\_\_ District Manager Chairperson

SIXTH 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

October 11, 2022

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

We are pleased to confirm our understanding of the services we are to provide Rivers Edge III Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Rivers Edge III Community Development District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

### **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### Page 3

### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from your about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-NF LLC - 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092 - TELEPHONE: 904-940-5850

Our fee for these services will not exceed \$5,000 for the September 30, 2022 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement provides an option of two (2) one-year renewals upon the written agreement of the parties. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2022 must be provided to us no later than February 15, 2023, in order for us to complete the engagement by May 15, 2023.

Subject to timely receipt of the necessary information, we will submit a preliminary draft audit report by May 1, 2023 for the District's review, and a final draft audit report by May 15, 2023 for the District's review and approval.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all outof-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Rivers Edge III Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Rivers Edge III Community Development District.

Ву:	
Title:	
Date <sup>.</sup>	



FICPA Peer Review Program Ádministered in Florida by The Florida Institute of CPAs



Peer Review Program

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

February 20, 2020

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely, FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee paul@ficpa.org 800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

3800 Esplanade Way, Suite 210 | Taliahassee, FL 32311| 800.342 3197 in Florida | 650.224.2727 | Fax: 850.222.6190 | www.ficpa.org

SEVENTH ORDER OF BUSINESS

*A*.



**Request for Funds** 

### Date of request: 10/19/22

Submitted by: Johnathan Perry

### **Repair:**

The slide at the RiverHouse had the check valve broke and lodge itself into the piping, causing the restriction of water flow out of the slide. This repair is to remove and replace the check valve, remove the "y-pipe" at the top if the slide, unclog the pipe and replace all piping. Three quotes have been acquired for your consideration.

Vendor	Warranty	Job Scope	Cost	schedule
Capital T Pools	1 year part, 90 days labor	Remove 6" tee to remove object in pipe, reinstall 6" tee and two 4"ninety elbows with flanges and stainless steel bolts	\$4,650.00	two weeks after approval
Big Z Pools	1 year part, 90 days labor	Service, to replumb the 8" to 4" plumbing at the top of the waterslide to remove the lodged check valve. We will also replace the 8" check valve at the bottom of the waterslide. We will need to rent a 30' lift to ensure that we can reach the plumbing at the top of the slide. We will also paint the pvc pipe black to color match what is already there. Cost includes materials, machine rental and labor.	\$4,587.00	two weeks after approval
Epic Pools	1 year parts and labor	Replace check valve to pool slide to also include the following, removing Y pipe to locate lodged check valve remove piece to insure proper flow. All necessary materials plumbing materials, labor and scissor lift included.		two weeks after approval

Should you have any comments or questions feel free to contact me directly.



### **COST-SHARE STATUS COVER SHEET**

Instructions to Staff: Please complete this form and attach as a cover sheet to each proposal presented for approval.

# Proposal: Waterslide Repair

1. Is the cost for this work intended to be shared?

Yes (Please proceed to question 2)

□ No, the entire cost will be paid by: [Choose One] (Please leave remainder of form blank)

### 2. If yes, please check one of the following:

□ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are "Shared Costs", as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.

This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

### COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge CDD

Request: 
Supplemental maintenance services for existing Improvements (i.e. enhancement of existing improvement areas). (Methodology Consultant must sign. Please attach party signature page.)

Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary: The slide at the RiverHouse had the check valve break and lodge itself into the piping, cuasing the restriction of water flow. This is to repair that.

Total Proposed		
Compensation:	\$	-
Cost Share		
Calculation:	Rivers Edge	
	Rivers Edge II	
	Rivers Edge III	
Methodology		
Consultant Approval:		
	(Signature)	
	(Date)	-
If requesting addition	of new improvements:	
Engineer Approval:		
	(Signature)	
		_

[Please attach this page for supplemental maintenance services for existing Improvements]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services shall be subject to and governed by the Interlocal Agreement.

### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

By:

Chair U Vice-Chair, Board of Supervisors

Date:

### RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_ Chair 🗖 Vice-Chair, Board of Supervisors

Date:

**RIVERS EDGE III CDD** 

By:

□ Chair □ Vice-Chair, Board of Supervisors

Date:



Expert Repairs for over 30 years 8505 Florence Cove Road St. Augustine, FL. 32092 CPC # 1457199



# \*\* Proposal for \*\* Rivertown Slide Repair

## Attn: Jason Davidson

July 21, 2022

Project Scope: Repair slide piping

## 1) Piping .....

- a) Remove 6" tee to remove object in pipe
- b) Reinstall 6" tee and two 4"ninety elbows with flanges and stainless steel bolts

\$4,650

# **Total Price for above**

\$4,650

\* This Proposal is good for 30 days from the above date.

\* Progress payments are expected within 10 days of payment request. Fifty % deposit required.

\* Equipment / material warranties furnished by manufacturers. One year labor on workmanship \* Owner to provide construction electricity.

Accepted by:

(Authorized Signature)

(Printed Authorized Person's Name)

<u>(Title)</u>

Date:

Thank You

adin

904-591-7360 capitaltpools@gmail.com

Scot Todor, President



**Big Z Pool Service, LLC** 172 Stokes Landing Rd Saint Augustine, FL 32095 office@bigzpoolservice.com bigzpoolservice.com

ADDRESS Rivers Edge CDD Service address: 140 Landing Street Saint Johns FL, 32259 Billing: Rivers Edge CDD 475	DATE 09/21/2022	TOTAL <b>\$4,587.00</b>	EXPIRATION DATE 10/21/2022
West Town Place, Suite 114 Saint Augustine FL 32092			

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Family Pool Riverhouse RE: Water slide plumbing			
Services Service, to replumb the 8" to 4" plumbing at the top of the waterslide to remove the lodged check valve. We will also replace the 8" check valve at the bottom of the waterslide. We will need to rent a 30' lift to ensure that we can reach the plumbing at the top of the slide. We will also paint the pvc pipe black to color match what is already there. Cost includes materials, machine rental and labor.	1	4,587.00	4,587.00

TOTAL

\$4,587.00

THANK YOU.

Accepted By

Accepted Date

If you have any questions please give us a call at 904-868-4660! Zach Sullivan Big Z Pool Service, LLC Licensed & Insured CPC#1459355

# **BID-PROPOSAL**



Epic Pools, Inc. 1820 SR 13 N, Suite 3 St Johns, FL 32259 PHONE (904) 417-5100 CPC# 1457438

### DATE: 10/7/22 PROPOSAL NO: 1

	NAME: RIVERTOWN CDD			
and	Slide repair			
BUYER/	PROJECT ADDRESS:	CITY JACKSONVILLE	STATE/ZIP FL	PHONE
OWNER				
	ALTERNATE ADDRESS (IF ANY)	CITY	STATE/ZIP	PHONE

We hereby propose to furnish the following work:

Replace check valve to pool slide to also include the following, removing Y pipe to locate lodged check valve remove piece to insure proper flow. All necessary materials plumbing materials, labor and scissor lift included.

### Total \$4,000.00

With approval of swimming pool renovation proposals we will discount this quote \$1,000.00 making it a new total of \$3,000.00

**NOTE:** This proposal may be withdrawn by us if not accepted within 30 days.

X	Date
Customer	
X	Date
Customer	
X	Date
Contractor	

*B*.

# RIVERTOWN

**Request for Funds** 

### Date of request: **10/19/22**

Submitted by: Johnathan Perry

### **Repair:**

The control panel for the septic tank at the RiverFront Park consistently goes into a "fault mode" due to damaged equipment. While in this state, the sump pumps do not work, causing sewage to back up into the drains in the bathrooms. We have acquired three proposals to replace the starter motors, voltage monitors and all 4 floats within the tank.

Vendor	Warranty	Job Scope	Cost
Florida Pump Service Inc.	One-year parts and 90-day labor	Replace both starter motors, voltage monitor and all 4 floats	\$3,080
Barneys Pumps Inc.		Install new starters, new volt monitors, and new floats	\$2,363
Duck Duck Rooter			

Should you have any comments or questions feel free to contact me directly.



### COST-SHARE STATUS COVER SHEET

Instructions to Staff: Please complete this form and attach as a cover sheet to each proposal presented for approval.

# Proposal: Septic Pump Repair for RiverFront Park

1. Is the cost for this work intended to be shared?

Yes (Please proceed to question 2)

□ No, the entire cost will be paid by: [Choose One] (Please leave remainder of form blank)

### 2. If yes, please check one of the following:

 $\Box$  This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are "Shared Costs", as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.

This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

### COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge CDD

Request:

□ Supplemental maintenance services for existing Improvements (i.e. enhancement of existing improvement areas). (Methodology Consultant must sign. Please attach party signature page.)

□ Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary: Replacement of the septic pump at the RiverFront Park that is failing

Total Proposed	
Compensation:	\$
Cost Share	
Calculation:	Rivers Edge
	Rivers Edge II
	Rivers Edge III
Methodology Consultant Approval:	
	(Signature)
	(Date)
If requesting addition	of new improvements:
Engineer Approval:	
	(Signature)

[Please attach this page for supplemental maintenance services for existing Improvements]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services shall be subject to and governed by the Interlocal Agreement.

### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_

Chair C Vice-Chair, Board of Supervisors

Date:

### RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

By:

Chair Vice-Chair, Board of Supervisors

Date:

**RIVERS EDGE III CDD** 

By: \_\_\_\_\_

□ Chair □ Vice-Chair, Board of Supervisors

Date:

# Florida Pump Service, Inc.

192 Industrial Loop

Orange Park, FL 32073 www.floridapumpservice.com

Tel: 904.269.0202

Fax: 904.269.5842

	"SERVING NORTH FL	ORIDA & SOUTH GEO	DRGIA SINCE 1948"	
Quote Nu	mber: 16170	Sales Rep:	Kim Easterling	
Date:	10/11/2022			
Subject:	Repairs ot sewage lift st	ation controller		
To: River Town Park		Tel:	307-8313	
SF	R 13	Fax:		
St Johns, Fla 32259		Email:	perry@vestapropertyservices.com	
		Cell:		
Attn: Jo	ttn: Johnathon Job Location: Same			
Backgrou	nd and Scope of Work:			

This quote is for repairs to your 2 hp 230 v 1ph sewage control panel, Repiars consist of replacing both motor starters, voltage monitor, all 4 floats, with installation materials and job labor to complete this work.

Continued on page 2	Subtotal:	\$3,080.00
Contract Terms and Agreements:	Tax:	\$0.00
1. Delivery: 10 to 14 day: Upon Receipt of Signed Quote or P.O. Nun	nber Total:	\$3,080.00
2. Warranties: One (1) year parts, ninety (90) days job labor		
3. Prices subject to applicable state and local sales tax.		
4. Additional undiscovered work performed will be billed at time and materials.	e	
5. Terms: Deposit: None Balance: C.O.D.		
6. Quote good for: <u>10 days</u>		
<ul> <li>6. This quote/contract is invalid without the following attachments:</li> <li>None</li> <li>Well Waiver</li> <li>Fountain Waiver</li> <li>Artesian Well</li> <li>Other</li> <li>Attachments must be signed where applicable and returned with this</li> </ul>	s signed contract.	
Submitted by:		
Customer acceptance	Date	_
PO#:		
"WE MAKE WATER HAPPEN		

1		-	. 1/
$\Gamma$		IJ	X
	7	_	1
	(	U	/
1	1	2	_

Barney's Pumps Inc. PO Box 3529 Lakeland, FL 33802 (904) 260-0669 Jacksonville

# Bill To:

Cash Account - Jacksonville Jacksonville Location Jacksonville, FL

# Service Order Number 1002699

SERVICE QUOTATION

Order Date Page 6/2/2022 1 of 1

Quote Expires On: 10/19/2022

*Ship To:* River Town Park SR 13 St Johns, FL 32259

Requested By: Jonathan Perry

# Customer ID: 11845

Serial Nu		1 EA	To Service Requested Allocated $UOM_{Unit Size} \stackrel{s}{\supseteq}$ Item Description	Quantities	River Town	PO Number
Serial Number: 11845-060222-1	1.0 Service Call	SERVICECALL	Size Difference Discription	ItemID		
		~	n Unit Size	Pricing 1/0M	River Town - Control Panel U	Job Name
		2,363.00	Price	Unit	Upgrades	
		2,363.00 2,363.00	Price	Extented		

Order Line Notes: Service call to install new starters, new volt

monitors, and new floats.

SUB-TOTAL: 2,363.00 TAX:

AMOUNT DUE: 2,363.00 U.S. Dollars

Thank you for the opportunity to earn your business.

that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office. tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any

https://www.barneyspumps.com/legal.html Warranty are incorporated herein by this reference as if fully set herein. Please visit Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale &

All shipments are F.O.B origin.

SIGN DELOW AND DETUDN TO ALTUODIZE O

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

PRINT NAME

SIGNATURE

DATE





**Request for Funds** 

Date of request: 10/11/22

Submitted by: Johnathan Perry

# Repair:

10 of the cushions at the RiverClub are in need of new upholstery. They have torn due to normal wear and tear. We have acquired two proposals for your consideration.

Vendor	Job Scope	Cost	
Vincent & Sons	Replace upholstery on 10 cushions at	\$1,715.82	
	RiverClub	Ş1,715.02	
Jax Furniture	Replace upholstery on 10 cushions at	\$2,557.75	
	RiverClub	\$2,557.75	

Should you have any comments or questions feel free to contact me directly.



# **COST-SHARE STATUS COVER SHEET**

Instructions to Staff: Please complete this form and attach as a cover sheet to each proposal presented for approval.

# Proposal: RiverClub Cushions Repair

1. Is the cost for this work intended to be shared?

Yes (Please proceed to question 2)

□ No, the entire cost will be paid by: [Choose One] (Please leave remainder of form blank)

# 2. If yes, please check one of the following:

 $\Box$  This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are "Shared Costs", as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.

This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

# COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge II CDD

Request: 
Supplemental maintenance services for existing Improvements (i.e. enhancement of existing improvement areas). (Methodology Consultant must sign. Please attach party signature page.)

□ Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary: This is to replace damaged cushions at the RiverClub

Total Proposed	
Compensation:	\$
Cost Share	
Calculation:	Rivers Edge
	Rivers Edge II
	Rivers Edge III
Methodology Consultant Approval:	
	(Signature)
	(Date)
If requesting addition	of new improvements:
Engineer Approval:	
11 <b>4 8</b> 7 7 7 7 7 8	(Signature)
	(Date)

[Please attach this page for supplemental maintenance services for existing Improvements]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services shall be subject to and governed by the Interlocal Agreement.

# RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

By:

Chair D Vice-Chair, Board of Supervisors

Date:

# RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

By:

Chair Vice-Chair, Board of Supervisors

Date:

**RIVERS EDGE III CDD** 

By:

Chair Chair, Board of Supervisors

Date:



**ESTIMATE** 

Client # : V-883782 Date : 9/21/2022

5121 Bowden Road, Ste. 311 Jacksonville, Florida 32216 Phone: (904) 642-8332 / Mobile: (904) 710-5985 www.VSUJAX.com

JOB		BILL TO		SHIP TO (if dif	feren	t)
Outdoor	cushion casings w/ zipper; Subrella fabrics and	Vesta Property Services, Inc	z <b>.</b>			
Marine t	hread	RIVERTOWN				
		P.O.C.: Johnathan Perry				
		245 Riverside Avenue, Suite	e 300			
		Jacksonville, Florida 32202				
		Phone: (877) 988-3782		Alt. (904) 307-8	8313	
QTY	DESCRIPTION		TAXED	UNIT PRICE	LIN	E TOTAL
6	UPH SVCS   STND DIM.: SEAT CUSHION CASING	G W/ ZIP > USE SUNBRELLA*	x	168.55		1,011.30
	*TEXTILE: SEATS ONLY: SUNBRELLA CAST CHA	RCOAL #40434-0001				
4	UPH SVCS   STND DIM.: SEAT CUSHION CASING	G W/ ZIP > USE SUNBRELLA*	х	176.13		704.52
	*TEXTILE: SEATS ONLY: SUNBRELLA PARADIGN	1 STONE #40484-0001				-
						-
						-
						-
						-
						-
						-
				SUBTOTAL	Ś	1,715.82
Other C	omments or Special Instructions			TAXABLE	•	,
	TRANSPORT CHARGES HAVE BEEN WAIVED O	N THIS ORDER.	1	TAX RATE		
				ТАХ	\$	
Discount	ts have been applied on this order. Estimate is g	ood for 45 days. Thank you.		TRANSPORT	\$	-
		······································	1	DEPOSIT		
				TOTAL	\$ <sup>,</sup>	1,715.82
					Ŧ	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
				Make checl	ks nav	able to
	* A 50% Deposit Required Prior To Star	rt Date.		Vincent & S		
			1			y

Signature

Date:

TBD

We're Looking Forward To Working With You. Thank you.



A First Coast Home Pros Family Company

Monday-Friday 8:30A-5:00P

Call. Text or Email!

# 904.416.1064

September 15, 2022 RiverTown Johnathan Perry 39 Riverwalk Blvd St Johns FL 32259

Mobile (904)591-7361 Email mike.knightly@gmail.com

# **Estimate**

Account #: 11931 Estimate #: 82397

# **Custom Upholstering**

Sofas & Loveseats Chairs & Ottomans Window Treatments Custom Headboards Upholstery, Leather, & Vinyl

# **Furniture Refinishing**

We accept personal che	Antiques & Heirlooms		
Once we receive payment in full, we will be able to put your project in our work queue.			Fine Table Tops
			Dining Room Sets
OR PAY ONLINE	0	d or bank account.	Dressers & Desks
A \$5.00 convenience fee applies to online payments.		nce fee applies to online payments.	Custom Wood Repair
ltem	Qty	Description	Amount

CU- 2STD		Custom Upholstering - Reupholstering Labor - 6 Solid Colored Cushions	\$1,392.00
		12 Yards Needed - Fabric Priced Separately	+000.00
CU- 2STD		Custom Upholstering - Reupholstering Labor - 4 Striped Cushions - Fabric Priced Separately 8 Yards Needed	\$928.00
CU-TRPCHG-95	2.0	Custom Upholstering - \$95 Per Trip	\$190.00
CU-FEE47		\$24.50 Shop Supplies plus \$23.25 Waste Disposal Recycling	\$47.75
		Subtotal:	\$2,557.75

Tax: \$000.00 Total: \$2,557.75

7.5% Sales Tax applies. Pickup & delivery service is available at a rate of \$95 per trip per man required. All jobs incur the following fees: 1) Shop Supplies - \$24.50. 2) Waste Disposal & Recyclying - \$23.25. We can place your project in our work queue upon receipt of your payment in full. Thank you for considering Jax Furniture Refinishing & Upholstering. Our goal is to bring out the very best in your furniture. In keeping with with that idea, each of our services is guaranteed for quality workmanship for a period of one year, which covers 100% of labor. Material costs are non-refundable. To accept this estimate and reserve your place in our work queue, please complete the following steps: 1) Sign below to accept the scope of our proposal, 2) Sign the separate Terms and Conditions outline to agree to our performance standards and customer responsibilities, and 3) Remit payment in full for the total estimated project amount. These three items can be mailed to 8775 Arlington Expy / Jacksonville FL 32211. Once they have been received by Jax Furniture, your project will be placed into our work queue. By signing here, you acknowledge that you accept the scope and terms of the above proposal.



Customer Signature:



# JAX

L'URNITURE

3775 Arlington Expy, Suite 101 . Jacksonville, Florida 32211 . 904,416-1064 . office@mylumiturepros.com

# Terms of Service Page One of One

## The 100% Guarantee

- Jax Furniture Refinishing & Upholstering guarantees quality workmanship for a period of one (1) year from the date of
  completion. If a failure resulting from our workmanship appears, we will the supply the labor to correct the condition
  without cost. All warranties regarding the performance of specific materials used, such as fabric, leather, vinyl, paint,
  stain, finishes, or other coatings, will be handled through the manufacturer of such materials. This guaranty is in lieu of
  all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.
- This guaranty excludes, and in no event will Jax Furniture Refinishing & Upholstering be responsible for consequential
  or incidental damages caused by accident or abuse, temperature or humidity changes, water intrusion or moisture.
- Our liability pertaining to this project is limited to the project amount as estimated or billed, whichever is greater.

## **Client Responsibilities**

- The client is to specify the materials, such as fabrics, stain color(s) and finish sheen(s) to be used and the project cannot
  begin in advance of this decision. Changes made to your selection of these materials after such decision is submitted
  may result in additional charges which are the responsibility of the client. Jax Furniture Refinishing & Upholstering does
  not choose colors or sheen and cannot be held responsible for variations between samples of color and sheen and the
  finished coating on the surface to be painted.
- Please have all personal items moved off of, out of, and breakables moved away from your furniture prior to in home pickup, if applicable.

## Change Orders & Scheduling

- This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.
- If after you agree to this work, you desire any changes or additional work, please contact us as the cost of all revisions
  must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.
- Change orders may cause a delay in the start date and/or completion date of your project.
- All projects are performed on a "first-come, first-served" basis. The start date of your project may be tentatively estimated verbally but is in no way guaranteed as many factors outside of our control influence our schedule.
- The time required to complete your project can vary greatly based on factors outside of our control, such as availability
  and shipping times associated with special order products, preexisting conditions in your furniture that may influence
  proper finish adhesion and curing, and current temperatures and humidity levels, among other factors. As such, a
  completion date may be tentatively estimated verbally but is in no way guaranteed.
- All agreements are contingent upon delays beyond our control, including strikes, accidents, or inclement weather.

### Cost

- We propose to provide our furniture refinishing, upholstering, restoration, and/or repair services and all associated labor costs to complete the services specified in your estimate.
- We propose to furnish the materials at the rate stated in your estimate, but this is only an estimate. The actual amount
  of material required for your project can vary based on a number of factors and this cost is passed on directly to you. If
  additional materials are required to complete your job, this will increase the materials cost you will be required to pay in
  accordance with the terms below.
- Additional individual tasks not specified in your estimate, if selected by you, may require additional pricing.
- Our price is valid for 90 days unless otherwise noted and is subject to change after that time.

### Payment Terms

- We require payment in full of all estimated charges in order to place your project in our work queue.
- Any additional charges amounting to more than 10% of the original job total are payable at the time of the change order.
- Any additional charges amounting to less than 10% of the original job total are payable upon completion of the job.
- We accept cash, checks, and money orders.
- You may also pay online using a credit card or bank account (a \$5.00 convenience fee applies to all online payments).

### Acceptance of Proposal

We hope you choose Jax Furniture Refinishing & Upholstering for your furniture refinishing, upholstering, restoration, and/or repair project. To accept this estimate and reserve your place in our work queue, please complete the following steps: 1) Sign and date your estimate to accept the scope of our proposal, 2) Sign the separate Terms and Conditions below to agree to our performance standards and client responsibilities, and 3) Remit payment for 100% of the total estimated project amount. Once these three items have been received by Jax Furniture Refinishing & Upholstering at 8775 Arlington Expy / Jacksonville FL 32211, your project will be placed in our work queue. By signing here, you acknowledge that you accept the scope and terms of the above proposal.

Signature:

Date: \_\_\_/\_\_\_/\_\_\_\_

EIGHTH ORDER OF BUSINESS

D.

2.



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

# **Service Report**

**Date :** Sept 30, 2022

Field Techs: Mike Liddell / Justin Powers

Client: RiverTown

Pond A: Treated alligator weed around end of pond.



Pond B: Treated algae around entire pond.



**Pond C:** Applied algaecide to pond.



**Pond D:** Cleared outflow structure, water flowing too fast to apply treatment for water shield. Will apply next visit.



Pond E: Applied algaecide around edge of pond.

**Pond G:** Applied algaecide.



**Pond H:** Will treat algae after storm.



Pond I: Treated perimeter vegetation and algae.



Pond J: Perimeter vegetation is decaying. Algae is forming around decay.



**Pond K:** Treated algae and perimeter vegetation.



**Pond L:** Pond is in good condition, treated for algae and perimeter weeds.



**Pond M:** Pond is in good condition, no algae noticed. Fountain was running at time of visit. Previous treatment was effective.



**Pond Q:** Previous treatment appears effective, pond in good condition.



**Pond R:** Picked up minor trash, pond looks good. Treated for algae and emergent weeds.



**Pond S:** Previous treatments were effective. Pond in good condition.



**Pond T:** Pond is in good condition. Treated for minor algae growth.



**Pond U:** Pond in good condition, previous treatment was effective, no algae noticed.



Pond V: Previous treatments appear effective.



**Pond W:** Applied algaecide. Grasses around pond are getting thick on easement.



**Pond X: (Homestead)** Treatment for coontail was effective, mostly dead stems floating.



Pond Y: (behind model homes) pond in good condition.



Pond Z: (behind pond K) Treated algae around pond.



Pond AA: (Homestead) Applied algaecide.



Pond BB: (Homestead) Treated algae.



**Pond CC:** Treated for algae.



**Pond DD:** Previous treatments appear to be working, removed trash and treated for algae.



Pond EE: Previous treatment was effective. Pond is in good condition.



**Pond FF:** Pond looks good, picked up minor trash. Previous treatment appears effective.



Pond GG: Pond in good condition, treated for algae and emergent weeds.



**Pond HH:** Treated for algae and emergent weeds, picked up trash.



**Pond II:** Pond in good condition, treated for algae.



**Pond JJ:** Applied algaecide treatment.

Pond KK: Applied pond dye.



**Pond LL:** Pond is in good condition, no algae noticed.



**Pond MM:** Picked up minor trash. Previous treatment was effective.



Pond NN: Treated algae around pond.

**Pond OO:** Pond looks good.



Pond PP: Pond looks good, previous treatment was effective.



Pond QQ: Previous treatment effective, pond looks good.



**Pond RR:** Pond in good condition no algae or trash noticed.



Pond SS: Applied algaecide.



Pond TT: Treated perimeter vegetation.



Pond UU: Treated cattails.



**Pond VV:** Treated algae and removed trash.



**Pond WW:** Pond in good condition, no trash or algae noticed.



Pond XX: Pond was low, no algae noticed.



Pond CR-7 (front): Pond looks great, previous treatment was effective.



Pond River Club 1: Treated vegetation.



Pond River Club 2: Treated vegetation.



Pond 1: (Water Song) Treated algae.



**Pond 2:** Treated perimeter vegetation.



Pond 3: No algae noticed.

**Pond 4:** Treated perimeter vegetation and algae.



**Pond 5:** Applied pond dye.



Pond 6: Treated algae.

Pond 7: Applied pond dye.



Pond 8: Treated algae.



Pond 9: Treated algae.



Pond 10: Spot treated cattails.



**Pond 11:** Removed some trash around pond. Lots of builder trash around entire area.

Pond 12: Pond in good condition, water level low.



Pond 13: Treated cattails.







Pond 15: Applied algaecide.

*E*.



# **Rivers Edge CDD – 1,2,3, and Sharded Offsite Improvements**

# Landscape Update for October 2022

# General Maintenance

- Our maintenance team has mowed all common grounds and are learning the feel for the community.
- $\circ$   $\;$  We have started to detail the Riverhouse and Riverclub.
- $\circ$  Team is spraying for weeds throughout the community and trimming shrubs.
  - Tree-form ligustrum trees will have their bottom canopies raised and leveled throughout the property for their intended look.
  - Plant separation will occur for aesthetic purposes and plant health.
- Team has cleaned up debris from storm on first week of service.
- Enhancement crew has been standing trees that have fallen from the storm with tree braces and straps.
- $\circ$   $\;$  Team will be hand pulling weeds each week that are overgrown is shrubs and roses
- Annual flowers will be pulled and a large amount of soil will be added to each bed to raise them before the next rotation is installed.
  - The low beds have caused the flowers in the past to decline prematurely and not show off as intended.
    - This is caused by the flowers staying too saturated which causes the roots to rot.
- Proper mowing heights for each type of turf will be achieved throughout the winter and early spring months.
  - Because of this you will see scalping occasionally until the proper height is achieved.
    - Ex. If you want to maintain a height of 4in you need to drop the level of the existing canopy of the turf to between 3.5-3.75 so that the new green growth is what is showing after each mowing occurrence moving forward.

# • Irrigation

- Techs have been running through system and making repairs as we go.
- $\circ$   $\;$  All clocks have been turned back on from being shut off from storm
- Lead tech is working with IQ system to help system run more efficiently

- Other options are being looked at to make the system more efficient and save on the annual water cost.
  - Items being looked at:
    - Eliminating bubblers on established trees that do not need them anymore
    - Making sure all rain sensors are operational
    - Adding rain sensors to battery operated valves
      - Each area will be different depending on layout and justification of cost.
        - Some will be looked at to be added to a clock with wiring.
        - Others will be looked at for rain sensor installation and hidden by plant material if required.
- Full Irrigation inspection report will be sent over once we have run through entire system
- Fert/Chem
  - Our techs will be fertilizing the entire property this month with 0-0-62 with micros. No nitrogen will be applied until next spring when the turf is coming back out of dormancy.
    - Nitrogen encourages fungus growth during the cooler months when conditions are primed for it.
    - Micros in the winter chemical mixes, mainly iron, will help the turf keep color until each turf type fully goes dormant.
  - We will treat for turf weeds throughout community
    - Seasonal weeds such as chamber bitter is popping up in a lot of areas already.
  - The turf is starting to go dormant. You will see the turf color gradually start to fade.
    - Zoysia is the first to go dormant, Bermuda will be next, and St Augustine will be the last to show this.
    - With the temperatures last week in the 50s during the night time, the process has already begun.
- Arbor
  - Our Arbor Team has been out removing trees and debris for Hurricane Ian
  - They have lifted all trees on Rivertown boulevard and started on the Riverhouse
  - We will continue to lift low hanging trees throughout community each week for line of site issues, safety issues, aesthetics, and improved tree health with balanced weight distribution from the branches.

NINTH ORDER OF BUSINESS

A.

# Rivers Edge III

**Community Development District** 

Unaudited Financial Reporting September 30, 2022



# **Rivers Edge III**

### Community Development District

#### **Combined Balance Sheet**

September 30, 2022

## **Governmental Fund Types**

	_	Debt	Capital	Totals
	General	Service	Projects	(Memorandum Only)
<u>Assets:</u>				
Cash	\$88,546			\$88,546
Due From Developer	\$142,092			\$142,092
Due From Other	\$5,387			\$5,387
Custody	\$39,007			\$39,007
<u>Series 2021</u>				
Reserve		\$275,400		\$275,400
Revenue		\$176,857		\$176,857
Capital Interest		\$1,160		\$1,160
Acquisition & Construction			\$3,305	\$3,305
Utility Deposits	\$1,890			\$1,890
Prepaid Expenses	\$9,802			\$9,802
Total Assets	\$286,723	\$453,417	\$3,305	\$743,445
Liabilities:				
Accounts Payable	\$164,519			\$164,519
Due to Rivers Edge CDD- Utilities	\$2,096			\$2,096
Due to Other	\$515			\$515
Fund Balances:				
Restricted for Debt Service		\$453,417		\$453,417
Restricted for Capital Projects			\$3,305	\$3,305
Unassigned	\$119,593			\$119,593
Total Liabilities and Fund Equity	\$286,723	\$453,417	\$3,305	\$743,445

**Rivers Edge III** Community Development District Statement of Revenues & Expenditures

For The Period Ending September 30, 2022

		PRORATED		
	ADOPTED	BUDGET	ACTUAL	
Description	BUDGET	THRU 9/30/22	THRU 9/30/22	VARIANCE
Revenues:				
Developer Contrubutions	\$512,928	\$512,928	\$732,860	\$219,933
Assessments-Tax Roll	\$138,244	\$138,244	\$138,978	\$735
Miscellaneous Income/Interest	\$130,211 \$0	\$150,211 \$0	\$130,970	\$28
Total Revenues	\$651,172	\$651,172	\$871,867	\$220,695
<u>Expenditures</u>				
Administrative				
Engineering	¢1 075	¢1 075	\$7102	(\$5,228)
Engineering	\$1,875 \$600	\$1,875 \$600	\$7,103 \$0	(\$3,228) \$600
Arbitrage	\$3,500	\$3,500	\$0 \$3,358	\$000 \$142
Dissemination Agent	\$25,000			
Attorney Transfer Fred		\$25,000	\$27,187	(\$2,187)
Trustee Fees	\$4,000	\$4,000	\$1,853	\$2,147
Management Fees	\$22,500	\$22,500	\$22,500	\$0
Annual Audit	\$4,500	\$4,500	\$5,500	(\$1,000)
Assessment Administration	\$5,000	\$5,000	\$5,000	\$0
Information Technology	\$1,800	\$1,800	\$1,200	\$600
Website Administration	\$1,200	\$1,200	\$1,650	(\$450)
Telephone	\$150	\$150	\$115	\$35
Postage	\$175	\$175	\$176	(\$1)
Printing & Binding	\$1,000	\$1,000	\$824	\$176
Insurance	\$5,500	\$5,500	\$5,175	\$325
Legal Advertising	\$1,500	\$1,500	\$286	\$1,214
Other Current Charges	\$500	\$500	\$581	(\$81)
Office Supplies	\$150	\$150	\$32	\$118
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website Administration/Compliance	\$1,963	\$1,963	\$1,200	\$763
Total Administrative	\$81,088	\$81,088	\$83,916	(\$2,828)
<u>Grounds Maintenance</u>				
Landscape Maintenance	\$76,905	\$76,905	\$179,244	(\$102,339)
Lake Maintenance	\$2,200	\$2,200	\$7,008	(\$4,808)
Electric	\$4,590	\$4,590	\$6,767	(\$2,177)
Sewer/Water/Irrigation	\$12,500	\$12,500	\$11,747	\$753
Cost Share Landscaping- Rivers Edge				\$0
1 0 0	\$129,731	\$129,731	\$129,731	
Repair & Replacements	\$0	\$0	\$895	(\$895)
Total Field Operations	\$225,926	\$225,926	\$335,392	(\$109,466)
<u>Amenity Center</u>				
Cost Share Amenity- Rivers Edge	\$261,848	\$261,748	\$261,748	\$0
Cost Share Amenity- Rivers Edge II	\$82,310	\$82,310	\$82,310	\$0
Total Field Operations	\$344,158	\$344,058	\$344,058	\$0
Total Expenditures	\$651,172	\$651,072	\$763,366	(\$112,294)
Excess Revenues/Expenses	\$0		\$108,501	
Net Change in Fund Balance	\$0		\$108,501	
Fund Balance - Beginning	\$0		\$11,092	
Fund Balance - Ending	\$0		\$119,593	

					Community I Gei Month By Mo	ieral Fund							
	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues:													
Developer Contributions	\$15,947	\$26,888	\$20,725	\$28,296	\$27,760	\$21,736	\$264,644	\$20,700	\$28,954	\$6,472	\$128,646	\$142,092	\$732,860
Assessments-Tax Roll	\$0	\$23,544	\$64,520	\$26,837	\$10,420	\$8,695	\$4,963	\$0	\$0	\$0	\$0	\$0	\$138,978
Miscellaneous Income/Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$0	\$0	\$0	\$0	\$26	\$28
Total Revenues	\$15,947	\$50,432	\$85,245	\$55,133	\$38,180	\$30,431	\$269,608	\$20,700	\$28,954	\$6,473	\$128,647	\$142,118	\$871,867
Expenditures:													
Administrative													
Engineering	\$225	\$687	\$410	\$457	\$628	\$0	\$0	\$0	\$705	\$275	\$0	\$3,717	\$7,103
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$150	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$3,358
Attorney	\$2,690	\$1,857	\$2,817	\$2,547	\$2,706	\$1,587	\$2,225	\$2,911	\$4,048	\$3,799	\$0	\$0	\$27,187
Trustee Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,853	\$0	\$0	\$0	\$0	\$1,853
Management Fees	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$1,875	\$22,500
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,400	\$600	\$0	\$0	\$5,500
Assessment Administration	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Information Technology	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Website Administration	\$0	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,650
Telephone	\$0	\$15	\$27	\$0	\$8	\$19	\$26	\$0	\$10	\$0	\$0	\$11	\$115
Postage	\$4	\$2	\$84	\$1	\$4	\$1	\$3	\$4	\$3	\$66	\$3	\$1	\$176
Printing & Binding	\$56	\$15	\$12	\$28	\$38	\$112	\$42	\$23	\$42	\$270	\$132	\$54	\$824
Insurance	\$5,175	\$0	\$0	\$0	\$0	\$0 \$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,175
Legal Advertising	\$117	\$0	\$0	\$0	\$0 \$45	\$0 \$74	\$0	\$56	\$56 \$42	\$0	\$56	\$0 \$0	\$286
Other Current Charges Office Supplies	\$44 \$9	\$48 \$0	\$48 \$0	\$47 \$0	\$45 \$6	\$74 \$0	\$49 \$3	\$58 \$0	\$42 \$3	\$101 \$0	\$27 \$9	\$0 \$3	\$581 \$32
	\$9 \$175	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$3 \$0	\$0 \$0	\$3 \$0	\$0 \$0	\$9 \$0	\$3 \$0	\$32 \$175
Dues, Licenses & Subscriptions	\$175	\$0 \$0	\$0 \$400	\$0 \$0	\$0 \$0	\$0 \$400	\$0 \$0	\$0 \$0	\$0 \$400	\$0 \$0	\$0 \$0	\$0 \$0	\$1/5
Website Administration/Compliance	\$0	\$0	\$400	\$0	\$0	\$400	\$0	\$0	\$400	\$0	\$0	20	\$1,200
Total Administrative	\$10,619	\$5,042	\$11,214	\$5,496	\$5,851	\$4,609	\$4,764	\$9,823	\$10,126	\$7,527	\$2,643	\$6,202	\$83,916
Grounds Maintenance													
Landscape Maintenance	\$15,590	\$13,893	\$13,893	\$15,523	\$15,442	\$21,957	\$15,254	\$19,041	\$15,404	\$16,982	\$16,263	\$0	\$179,244
Lake Maintenance	\$465	\$1,340	\$465	\$465	\$501	\$501	\$501	\$501	\$501	\$501	\$501	\$766	\$7,008
Electric	\$0	\$0	\$13	\$15	\$6,590	\$14	\$14	\$14	\$28	\$28	\$28	\$22	\$6,767
Sewer/Water/Irrigation	\$3,065	\$1,195	\$1,390	\$810	\$595	\$392	\$414	\$716	\$993	\$948	\$756	\$472	\$11,747
Cost Share Landscaping- Rivers Edge	\$0	\$0	\$32,433	\$0	\$0	\$32,433	\$0	\$0	\$0	\$32,433	\$0	\$32,433	\$129,731
Repair & Replacements	\$0	\$895	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$895
Total Grounds Maintenance	\$19,120	\$17,323	\$48,194	\$16,813	\$23,128	\$55,297	\$16,184	\$20,273	\$16,926	\$50,892	\$17,548	\$33,693	\$335,392
Amenity Center													
Cost Share Amenity- Rivers Edge	\$0	\$0	\$65,437	\$0	\$0	\$65,437	\$0	\$0	\$0	\$65,437	\$0	\$65,437	\$261,748
Cost Share Amenity- Rivers Edge II	\$0	\$0	\$20,578	\$0	\$0	\$20,578	\$0	\$0	\$0	\$20,578	\$0	\$20,578	\$82,310
Total Amenity Center	\$0	\$0	\$86,015	\$0	\$0	\$86,015	\$0	\$0	\$0	\$86,015	\$0	\$86,015	\$344,058
Total Expenditures	\$29,739	\$22,365	\$145,422	\$22,309	\$28,979	\$145,921	\$20,947	\$30,095	\$27,052	\$144,434	\$20,192	\$125,909	\$763,366
Excess Revenues (Expenditures)	(\$13,792)	\$28,067	(\$60,177)	\$32,824	\$9,200	(\$115,490)	\$248,660	(\$9,395)	\$1,902	(\$137,962)	\$108,455	\$16,209	\$108,501

## **Rivers Edge III** Community Development District Debt Service Fund - Series 2021

Statement of Revenues & Expenditures For The Period Ending September 30, 2022

	ADOPTED	PRORATED BUDGET	ACTUAL	
Description	BUDGET	THRU 9/30/22	THRU 9/30/22	VARIANCE
Revenues:				
Assessments - Tax Roll	\$106,308	\$106,308	\$106,873	\$565
Assessments - Direct	\$444,492	\$444,492	\$444,488	(\$3)
Interest Income	\$1,000	\$1,000	\$2,045	\$1,045
Carryforward Surplus	\$183,222	\$0	\$0	\$0
Total Revenues	\$735,022	\$551,800	\$553,406	\$1,606
<u>Expenditures</u>				
<u>Series 2021</u>				
Interest 11/1	\$183,222	\$183,222	\$183,222	\$0
Interest 5/1	\$200,000	\$200,000	\$200,000	\$0
Principal 5/1	\$175,425	\$175,425	\$175,425	\$0
Total Expenditures	\$558,647	\$558,647	\$558,647	\$0
Excess Revenues (Expenditures)	\$176,375	(\$6,847)	(\$5,240)	\$1,606
Net Change in Fund Balance	\$176,375	(\$6,847)	(\$5,240)	\$1,606
Fund Balance - Beginning	\$0		\$458,657	
Fund Balance - Ending	\$176,375		\$453,417	
		Reserve	\$275,400	
		Revenue	\$176,857	

Capitalized Interest

\$1,160 \$453,417

# **Rivers Edge III** Community Development District Capital Projects Funds

Statement of Revenues & Expenditures For The Period Ending September 30, 2022

Description	SERIES 2021
Revenues:	
Interest Income	\$14
Bond Proceeds	\$0
Total Revenues	\$14
Expenditures:	
Capital Outlay	\$0
Cost of Issuance	\$0
Underwriters Discount	\$0
Total Expenditures	\$0
Excess Revenues (Expenditures)	\$14
Other Sources & Uses:	
Transfer In/ (Out)	\$0
Total Other Sources & Uses	\$0
Net Change in Fund Balance	\$14
Fund Balance - Beginning	\$3,291
Fund Balance - Ending	\$3,305

# **Rivers Edge III** Community Development District Long Term Debt Report

# Series 2021 Capital Improvement Revenue Bonds

Interest Rate:	2.47% - 3.75%
Maturity Date:	5/1/2051
Reserve Fund Definition:	50% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$275,000
Reserve Fund Balance:	\$275,400
Bonds outstanding - 4/23/2021	\$9,880,000
Less: May 1, 2022 (Mandatory)	(\$200,000)
Current Bonds Outstanding	\$9,680,000

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

Funding Request #	Date of Request	Date Received Developer	Total Amount Received	Total Funding Request FY 21	Total Funding Request FY 22	Balance (Due From Developer)/ Due To
16	10/12/21	11/5/21	\$45,538.40	\$22,091.62	\$15,947.04	\$0.00
10	11/9/21	12/7/21	\$26,887.99	\$0.00	\$26,887.99	\$0.00
18	12/6/21	1/14/22	\$20,724.98	\$0.00	\$20,724.98	\$0.00
19	1/10/22	2/23/22	\$28,295.99	\$0.00	\$28,295.99	\$0.00
20	2/8/22	3/4/22	\$27,759.82	\$0.00	\$27,759.82	\$0.00
21	3/16/22	4/13/22	\$21,735.56	\$0.00	\$21,735.56	\$0.00
22	4/12/22	5/2/22	\$264,644.29	\$0.00	\$264,644.29	\$0.00
23	5/11/22	6/16/22	\$20,699.86	\$0.00	\$20,699.86	\$0.00
24	6/7/22	7/21/22	\$28,953.88	\$0.00	\$28,953.88	\$0.00
25	7/5/22	8/1/22	\$6,472.46	\$0.00	\$6,472.46	\$0.00
26	8/10/22	8/23/22	\$128,646.48	\$0.00	\$128,646.48	\$0.00
27	9/7/22		\$0.00	\$0.00	\$142,091.94	(\$142,091.94)
Total Due fro	om Developer			\$22,091.62	\$732,860.29	(\$142,091.94)

## RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF FISCAL YEAR 2022 ASSESSMENTS 10/1/21 - 9/30/22

		ASSESSED					RECE	IVED	
		SERIES 2021			ľ				BALANCE DUE /
		DEBT INVOICED		TOTAL NVOICED		SERIES 2021			(DISCOUNTS NOT
ASSESSED TO	# UNITS	NET	FY22 O&M	NET		DEBT PAID	O&M PAID	TOTAL PAID	TAKEN)
MATTAMY	429	444,488.27	-	444,488.27	ſ	444,488.27	-	444,488.27	-
				-		-	-	-	-
TOTAL DIRECT BILLS	429	444,488.27	-	444,488.27		444,488.27	-	444,488.27	-
					ľ				
NET REVENUE TAX ROLL	110	106,308.38	138,243.84	244,552.22		106,873.23	138,978.35	245,851.58	(1,299.36)
TOTAL REVENUE	539	550,796.65	138,243.84	689,040.49	ľ	551,361.50	138,978.35	690,339.85	(1,299.36)

DIRECT BILL PERCENT COLLECTED	100.00%	0.00%	100.00%
TAX ROLL PERCENT COLLECTED	43.70%	100.53%	100.53%
TOTAL PERCENT COLLECTED	100.10%	100.53%	100.19%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2021, 25% due February 1, 2021 and 25% due May 1, 2021

SUMMARY OF TAX ROLL RECEIPTS									
			SERIES 2021						
ST JOHNS COUNT DIST.	DATE	TOTAL AMOUNT	DEBT	O&M					
1	11/4/2021	-	-	-					
2	11/17/2021	37,102.68	16,128.77	20,973.91					
3	11/22/2021	4,547.13	1,976.67	2,570.46					
4	12/8/2021	12,974.91	5,640.27	7,334.64					
5	12/20/2021	101,160.44	43,975.08	57,185.36					
6	1/14/2022	47,470.78	20,635.85	26,834.93					
INTEREST	1/21/2022	3.10	1.35	1.75					
7	2/16/2022	18,432.29	8,012.63	10,419.66					
8	3/7/2022	15,381.31	6,686.35	8,694.96					
9	4/7/2022	8,778.94	3,816.26	4,962.68					
10	6/21/2022	-	-	-					
TAX CERTS	6/16/2022	-	-	-					
			-	-					
			-	-					
			-	-					
			-	-					
TOTAL TAX ROLL RECEIPTS		245,851.58	106,873.23	138,978.35					

*B*.

# **Rivers Edge III** Community Development District

# Check Run Summary

**September 30, 202**2

Fund	Date	Check No.	Amount
General Fund			
	9/8/22	202-209	\$ 126,918.48
	9/15/22	210	\$ 7,614.00
Total			\$ 134,532.48

AP300R *** CHECK DATES	09/01/2022	YEAR-TO-DATE 2 - 09/30/2022 *** C E	ACCOUNTS PAYABLE PREPAID/CON ENERAL FUND BANK A RIVERS EDGE III CDD	MPUTER CHECK REGISTER	RUN 10/04/22	PAGE 1
CHECK VEND# DATE	DATE I	CEEXPENSED TO NVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/08/22 00021	6/01/22 4	.697454 202206 310-51300-	48000	*	56.38	
	J	MEETING NOTICE	CA FLORIDA HOLDINGS LLC			56.38 000202
9/08/22 00010	8/01/22 4	5915 202208 320-57200- AUG LAKE MAINTENANCE	46800	*		
			CHARLES AQUATICS INC			501.00 000203
9/08/22 00003	8/01/22 2	8 202208 310-51300- AUG MANAGEMENT FEES	34000	*	1,875.00	
	8/01/22 2	8 202208 310-51300- AUG WEBSITE ADMIN	35100	*	100.00	
	8/01/22 2	8 202208 310-51300-	35100	*	150.00	
	8/01/22 2	AUG INFORMATION TECH 8 202208 310-51300-	32400	*	291.67	
	8/01/22 2	AUG DISSEMINATION SERVICE 8 202208 310-51300-	·51000	*	8.63	
	8/01/22 2	OFFICE SUPPLIES 8 202208 310-51300-		*	2.85	
	8/01/22 2	POSTAGE 8 202208 310-51300- COPIES			132.30	
			GOVERNMENTAL MANAGEMENT SE	ERVICES		2,560.45 000204
9/08/22 00012	7/29/22 2	202207 310-51300-			600.00	
		ARB SERIES 2021	GRAU AND ASSOCIATES			600.00 000205
9/08/22 00013	7/06/22 2	978 202206 310-51300-			4,048.40	
		JUN GENERAL COUNSEL	KE LAW GROUP			4,048.40 000206
9/08/22 00005	7/14/22 4	8312 202206 310-51300-	31100		705.00	
		JUN PROFESSIONAL SERVICES	PROSSER			705.00 000207
9/08/22 00011	7/07/22 C			*	32,432.75	
	7/07/22 C	S2022-Q 202207 300-20700- LANDSCAPE CS Q3 APR-JUN S2022-Q 202207 300-20700- AMENITY CS 03 APR-JUN	10000	*	65,437.00	
	2	AMENITY CS Q3 APR-JUN	RIVERS EDGE CDD			97,869,75 000208
9/08/22 00019	7/07/22 0		10100	*	20,577.50	
2,00,22 00019		AMENITY CS Q3 APR-JUN				
			RIVERS EDGE II CDD			20,377.50 000209

RE3C RV ED III OKUZMUK

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER *** CHECK DATES 09/01/2022 - 09/30/2022 *** GENERAL FUND BANK A RIVERS EDGE III CDD	RUN 10/04/22	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME STATUS DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	AMOUNT	CHECK AMOUNT #
9/15/22 00001 9/14/22 16962 202209 300-15500-10000 * FY23 INSURANCE RENEWAL EGIS INSURANCE ADVISORS, LLC	7,614.00	7,614.00 000210
TOTAL FOR BANK A	134,532.48	
TOTAL FOR REGISTER	134,532.48	

RE3C RV ED III OKUZMUK

Localiq	Rivers Ed	ge lli Cdd	760855	1 of 1
FLORIDA	STATEMENT # 0004697454	BILLING PERIOD Jun 1- Jun 30, 2022	PAYMENT DU	
	PREPAY (Memolinfo)	UNAPPLIED (included in amt due)	TOTAL AMOU	NT DUE
	\$0.00	-\$119.67	\$56.38	3
BILLING ACCOUNT NAME AND ADDRESS	BILLING INQUIRIES/	ADDRESS CHANGES	FEDERAL	_ ID
	1-877-736-7612 or s	mb@ccc.gannett.com	47-23909	83
Rivers Edge, III Cdd 475 W. Town PI. Ste. 114 Saint Augustine, FL 32092-3649 [[[[]]]][[]][[]][][][][][][][]][]][]][]	rate of 18% per a Advertiser claims must be submitted or the claim will be	Legal Entity: Gannett Med tions: Past due accounts a nnum or the maximum leg for a credit related to rates in writing to Publisher within a walved. Any credit toward s of issuance or the credit w All funds payable in US	are subject to interest gat rate (whichever is incorrectly involced o n 30 days of the involc is future advertising m vill be forfeited.	less). or paid e date

## 000076085500000000000046974540000563867375

To sign-up for E-mailed invoices and online payments please contact/abgspecial@gannett.com. Previous account number: MOR\_48211

Description

Date

Amount \$56.38

#### Balance Forward 6/1/22

S. E **19**7022 B

> 1.31.513.48 21

	PLEASE	DETACH AND I	RETURN THIS POI	RTION WITH YOU	JR PAYMENT	
		UNT NAME Edge lii Cdd		DUE DATE ), 2022	AMOUNT PAID	
FLOR	DA	新新科学校系统和15-200-18-18-18-18-18-18-18-18-18-18-18-18-18-	NT/NUMBER/ 50855		IT NUMBER	
CURRENT DUE \$0.00	30 DAYS PAST DUE \$80.78	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$95.27	120+ DAYS PAST DUE \$0.00	UNAPPLIED PAYMENTS -\$119.67	TOTAL AMOUNT DUE \$56.38
REMITTANCEADD	RESS (Include Account)	& Invoice# on check)		Y WITH CREDIT CAR	Discover	BELOW: MEX
F	orida Holdings, Ll PO Box 631244 nati, OH 45263-1:		Card Number Exp Date / Signature	/	CVV Code	

0000760855000000000000046974540000563867175

# Charles Aquatics, Inc.

6869 Phillips Parkway Drive South Jacksonville, FL 32256 904-997-0044

#### Bill To

Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092

	Invoice
Date	Invoice #
8/1/2022	45915



		Г	Vendor #
		-	
Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 5 ponds - 1 pond at Main Street Phase 2 and 4 ponds at The Haven Approved RECDD III Submitted to AP on 8-1-22 by Jason Davidson 1.32 · 572 · 468 10	501.00	501.00
	DECEIVED AUGOI2022 By		
Thank you so much for	your business!	Balance Due	\$501.00

## **Governmental Management Services, LLC**

1001 Bradford Way Kingston, TN 37763

> Invoice #: 28 Invoice Date: 8/1/22 Due Date: 8/1/22 Case: P.O. Number:

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

Description	Hours/Qty	Rate	Amount
DescriptionManagement Fees - August 2022 $i \cdot 3i \cdot 513 \cdot 34$ Website Administration - August 2022 $i \cdot 3i \cdot 513 \cdot 351$ Information Technology - August 2022 $i \cdot 3i \cdot 513 \cdot 351$ Dissemination Agent Services - August 2022 $i \cdot 3i \cdot 513 \cdot 324$ Office Supplies $i \cdot 3i \cdot 513 \cdot 51$ Postage $i \cdot 3i \cdot 513 \cdot 425$ Copies $j \cdot 3i \cdot 513 \cdot 425$ 3	Hours/Qty	Rate 1,875.00 100.00 291.67 8.63 2.85 132.30	1,875.00
	Total Paymer Balance	nts/Credits e Due	\$2,560.45 \$0.00 \$2,560.45

# Invoice

## **Grau and Associates**

951 W. Yamato Road, Suite 280 Boca Raton, FL 33431www.graucpa.com

#### Phone: 561-994-9299

Fax: 561-994-5823

Rivers Edge III Community Development District 1001 Bradford Way Kingston, TN 37763

Invoice No. 23000 07/29/2022 Date

#### SERVICE

#### AMOUNT

Project: Arbitrage - Series 2021 FYE 3/31/22 Arbitrage Services Arbitrage

Arbitrage

Arbitrage

	\$ 600.00
Subtotal:	 600.00
Total	600.00

1.31.513.322 12

600.00 Current Amount Due \$

AUG 02 P١

0 - 30	31- 60	61 - 90	91 - 120	Over 120	Balance
600.00	0.00	0.00	0.00	0.00	600.00
		Deumont due ur	on receipt		

Payment due upon receipt.

# INVOICE

Invoice # 2978 Date: 07/06/2022 Due On: 08/05/2022

# **KE Law Group, PLLC**

P.O. Box 6386 Tallahassee, Florida 32314 United States

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

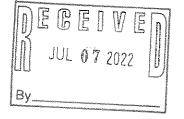
## RE3CDD-01

1.31.513.315 12

L

Туре	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	06/01/2022	Attend joint Board meeting; prepare notices of intent to award landscape contract.	0.50	\$270.00	\$135.00
Service	МН	06/01/2022	Prepare for and attend monthly Board meeting.	2.70	\$285.00	\$769.50
Expense	MH	06/01/2022	Mileage: Travel to River's Edge III Monthly BOS	80.00	\$0.58	\$46.40
Service	LG	06/03/2022	Confer with Chair and District Manager regarding execution of landscaping contract.	0.20	\$270.00	\$54.00
Service	LG	06/10/2022	Review proposed budget and budget resolution; analyze legal issues related to agenda items; review and provide comments to joint meeting minutes.	0.80	\$270.00	\$216.00
Service	LG	06/13/2022	Confer with Kilinski regarding bid process.	0,10	\$270.00	\$27.00
Service	JK	06/13/2022	Review draft agenda; conference call on landscape RFP and options for same; analyze same	0.40	\$310.00	\$124.00
Service	JW	06/13/2022	Review revised landscape proposals and draft comparison spreadsheet	1.10	\$270.00	\$297.00
Service	JW	06/14/2022	Review revised landscape proposals and draft comparison spreadsheet	0.70	\$270.00	\$189.00
Service	LG	06/14/2022	Analyze terms of interlocal cost-sharing	0.20	\$270.00	\$54.00

# 



			agreement and landscape bid.			
Service	JK	06/14/2022	Finalize review of RFP analysis and interlocal options and transmit same; confer with staff and board designee on same	0.30	\$310.00	\$93.00
Service	JK	06/15/2022	Travel to/from and attend Board meeting; post meeting update on notice of award letter revisions and scoring for same	2.40	\$310.00	\$744.00
Service	LG	06/15/2022	Prepare revised notices of landscape rankings.	0.20	\$270.00	\$54.00
Expense	AL	06/15/2022	Rental Car Expenses: JK- Travel to Rivers Edge 3 Meeting	1.00	\$55.80	\$55.80
Expense	AL	06/15/2022	Gas: JK Travel to Rivers Edge 3	1.00	\$19.70	\$19.70
Expense	AL	06/15/2022	Meals: JK- Travel to Rivers Edge 3	1.00	\$9.00	\$9.00
Expense	AL	06/15/2022	Hotel: JK- Travel for Rivers edge Meeting	1.00	\$60.00	\$60.00
Service	LG	06/16/2022	Update RFP notices and send to district manager.	0.10	\$270.00	\$27.00
Service	JK	06/17/2022	Confer with staff re: award letters and inquiries from bidders; review documents on same	0.30	\$310.00	\$93.00
Service	JK	06/20/2022	Review protest forms in rules of procedure and related documents; transmit information on same; confer re: vesta contract amendment and back up documentation for same	0.40	\$310.00	\$124.00
Service	JK	06/21/2022	Review bid protest documents; review meeting minutes and transmit same	0.70	\$310.00	\$217.00
Service	JK	06/22/2022	Review ROP and continue work on bid protest information; transmit information to Board and review facts for same	0.80	\$310.00	\$248.00
Service	MG	06/23/2022	Prepare assessment notices	0.30	\$170.00	\$51.00
Service	JK	06/23/2022	Conference call with staff re: bid protest options/steps; review/edit and disseminate mailed and published assessment notices	0.70	\$310.00	\$217.00
Service	JK	06/29/2022	Conference call re: protest	0.20	\$310.00	\$62.00
Service	JK	06/30/2022	Review/edit and disseminate third amendment to Vesta agreement	0.20	\$310.00	\$62.00

Total \$4

\$4,048.40

## **Detailed Statement of Account**

### Other Invoices

Invoice Num	ber Due On	Amount Due	Payments Received	Balance Due
2864	07/16/2022	\$2,911.26	\$0.00	\$2,911.26
Current Invoi	ce			
				en an
Invoice Num	ber Due On	Amount Due	Payments Received	Balance Due
2978	ber 08/05/2022	Amount Due \$4,048.40	Payments Received \$0.00	<b>3alance Due</b> \$4,048.40
a fa sa fi a fi fa sa fa Qualta sa fi		and a subsect of the second		and a first of the product of the second

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

# PROSSER

				July 14, 2022		
				Project No:	113094.80	
				Invoice No:	48312	
Rivers Edge III CDD	)					
c/o Government Ma	nagement Services, LLC	C				
Attn: Hannah Smith						
4648 Eagle Falls Pl						
Tampa, FL 33619						
Project	113094.80	Rivers Edge III	CDD			
For services includi	ng attend CDD meeting	and joint CDD me	eting.			
Professional Servi	<u>ces from June 1, 2022</u>	to June 30, 2022	2			
<b>Professional Perso</b>	onnel					
			Hours	Rate	Amount	
Principal			3.00	235.00	705.00	
	Totals		3.00		705.00	
	Total Labor					705.00
				Total this Invoi	ce	\$705.00
Outstanding Invol	ces					
N	umber	Date	Balance			
4	8023	5/29/2022	510.37			
т	otal		510.37			

131-513-31 5

EG VE JUL 1 5 2022 By

# **Rivers Edge CDD**

475 West Town Place, Suite 114 St. Augustine FL 32092 Phone (904) 940-5850 Fax (904) 940-5899

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

DESCRIPTION	AMOUNT
Cost Share-Landscaping Q3 (April - June)	\$ 32,432.75
Cost Share- RiverTown Amenity Q3 (April - June)	\$ 65,437.00
TOTAL	\$ 97,869.75

Make check payable to: **Rivers Edge CDD** c/o GMS LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092

1.300.207.100 11

THANK YOU FOR YOUR BUSINESS!

INVOICE

DATE:	July 7, 2022
INVOICE #	CS2022-Q3



# **Rivers Edge II CDD**

475 West Town Place, Suite 114 St. Augustine FL 32092 Phone (904) 940-5850 Fax (904) 940-5899

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

DESCRIPTION	AMO	UNT
ost Share- RiverTown Amenity Q3 (April - June)	\$ 20	),577.50
	l	
TOTAL	\$ 20	0,577.5

Make check payable to: **Rivers Edge CDD** c/o GMS LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092

1·300·207·101 19

THANK YOU FOR YOUR BUSINESS!



DATE: July 7, 2022 INVOICE # CS2022-Q3

DECEUVED JUL 07 2022

				INVC	NCE
		S rance & Risk Advisor	s	Acct# Developmer 1017 Date 09/14/2022 Customer Service Kristina Rud Page 1 of 1 Payment Informat	ez
c 4				Involce Summary \$ Payment Amount Payment for: 100122475	7,614.00 Invoice#16962 Thank You
		154	ease detach and return with	navment	inana rou
${}^{\times}$				poprisence /	(1)
		mmunily Development [			Amount
Minvoice 🥷	Ser Firective and	Transaction.	Policy #100122475 10/		Anoona
16962	10/01/2022	Renew policy	Florida Insurance Alliand		
			Package - Renew policy Due Date: 9/14/2022		7,614.00
				REC	EIVED SEP 1 5 2022
					Total
					\$ 7,614.00 Thank You
FOR PAYM Bank of An	IENTS SENT OVERN nerica Lockbox Servic	IIGHT: es, Lockbox 748555, 6000 Fel	lwood Rd. College Park, GA 30349		
P.O. Box 7		nsurance Advisors	(32 sclimer@egis	1)233-9939 <b>Date</b> advisors.com 09/14/2022	



## Rivers Edge III Community Development District

FY2023 Funding Request #28 12-Oct-22

Vendor			Amo	ount
1 CA Florida Holdings LLC				
Notice of Meeting Inv #4	1846854	9/16/22	\$	614.8
2 Charles Aquatics				
October Lake Maintenance In	w #46400	10/1/22	\$	766.0
3 Department of Economic Oppor	tunity			
	Inv #87406	10/3/22	\$	175.0
4 Governmental Management Serv	vices			
October Invoice Inv #31	10/1/22		\$	2,999.7
5 KE Law Group				
August General Counsel	lnv #3942	9/9/22	\$	4,258.1
6 Living Green Tree Services				
Tree Removal Inv	#22161	9/21/22	\$	2,500.0
7 Prosser				
August Professional Services	Inv #4867	0 9/13/22	\$	438.
8 Rivers Edge CDD				
JEA Reimbursement Jul-Sep	1	.0/4/22	\$	2,021.0
9 Verdego				
August Landscape Maintenance	Inv #8954	4C 8/1/22	\$	15,254.
Lateral Line Relocation Haven	Inv #80	24 4/30/22	\$ \$	415.0
August Billing for Ne <b>w A</b> rea	Inv #922	28 8/31/22	\$	1,728.
September Billing for New Area	Inv #9	9505 9/30/22	\$	1,728.
Lighting Strike Clock Short	Inv #95	58 9/30/22	\$	3,762.
Total Amount Due			\$	36,661.

Signature:

Chairman/Vice Chairman

Signature:

Secretary/Asst. Secretary

Wiring Instructions:RBK:Wells Fargo, N.A.ABA:121000248ACCT:4633849393ACCT NAME:Rivers Edge III Community Development District

				PAGE #
			ACCOUNT #	1 of 1
LOCALIQ		lge III Cdd	760855	
	INVOICE #	BILLING PERIOD	PAYMENT DU	and the second second
FLORIDA	0004846854	Aug 1- Aug 31, 2022	September 2	0, 2022
	PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL AMOL	JNT DUE
	\$0.00	-\$709.80	\$614.8	83
BILLING ACCOUNT NAME AND ADDRESS	BILLING INQUIRIES	ADDRESS CHANGES	FEDERA	LID
	1-877-736-7612 or s	mb@ccc.gannett.com	47-2390	983
Rivers Edge III Cdd 475 W. Town PI. Ste. 114 Saint Augustine, FL 32092-3649    nl <sub>ll</sub>	rate of 18% per Advartiser claims must be submitted or the claim with	Ittions: Past due accounts a annum or the maximum leg for a credit related to rates I in writing to Publisher within e walved. Any credit toward ys of issuance or the credit v All funds payable in US	gal rate (whichever i Incorrectly invoiced a 30 days of the invoi Is future advertising r vill be forfelted.	is less). or paid ice date
To sign-up for F-mailed invoices and online payments please col	ntact abgspecial@g	annett.com. Previou	s account num	ber:
To sign-up for E-mailed invoices and online payments please co MOR_48211 Date Description	ntact abgspecial@g	jannett.com. Previou	s account numi	ber: Amount
MOR 48211 Date Description	ntact abgspecial@g	jannett.com. Previou	s account numi	
MOR 48211 Date Description	ntact abgspecial@g	jannett.com. Previou	s account numi	Amount
MOR_48211 Date Description 8/1/22 Balance Forward	ntact abgspecial@g	jannett.com. Previou	s account numi	Amount \$56.38
MOR_48211       Date     Description       8/1/22     Balance Forward       8/5/22     PAYMENT - THANK YOU       8/11/22     PAYMENT - THANK YOU	ntact abgspecial@g	jannett.com. Previou	s account numi	Amount \$56.38 ~\$56.38
MOR_48211         Date       Description         8/1/22       Balance Forward         8/5/22       PAYMENT - THANK YOU         8/11/22       PAYMENT - THANK YOU         8/11/22       PAYMENT - THANK YOU         Build Advertising:       Date range         Date range       Product       Order Number       Description	on F	O Number Runs	Ad Size	Amount \$56.38 -\$56.38 -\$590.13 Net Amount
MOR_48211         Date       Description         8/1/22       Balance Forward         8/5/22       PAYMENT - THANK YOU         8/11/22       PAYMENT - THANK YOU         8/11/22       PAYMENT - THANK YOU	on F			Amount \$56.38 -\$56.38 -\$590.13
MOR_48211         Date       Description         8/1/22       Balance Forward         8/5/22       PAYMENT - THANK YOU         8/11/22       PAYMENT - THANK YOU         Legal Advertising:       Date range       Product       Order Number       Description         8/19/22-8/26/22       SAG St Augustine       7665800       FY 2023 In	on P ncrease	O Number Runs	Ad Size 3.0000 x 11.5 in	Amount \$56.38 -\$56.38 -\$590.13 Net Amount \$1,126.08
MOR_48211         Date       Description         8/1/22       Balance Forward         8/5/22       PAYMENT - THANK YOU         8/11/22       PAYMENT - THANK YOU         B/11/22       PAYMENT - THANK YOU         Legal Advertising:       Date range       Product       Order Number       Description         8/19/22-8/26/22       SAG St Augustine       7665800       FY 2023 in Record	on F ncrease F	O Number Runs	Ad Size 3.0000 x 11.5 in	Amount \$56.38 -\$56.38 -\$590.13 Net Amount

	PLEASE	DETACH AND R	ETURN THIS POP	RTION WITH YOU	R PAYMENT	
LOCALIQ FLORIDA		ACCOUNT NAME Rivers Edge III Cdd ACCOUNT NUMBER 760855		PAYMENT I September	AMOUNT PAID	
				INVOICE 1 000484		
CURRENT	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
\$1,204.96	\$0.00	\$0.00	\$24.40	\$95.27	-\$709.80	\$614.83
REMITTANCE ADD	RESS (Include Account	#& invoice# on check)	TO P.	AY WITH CREDIT CA	RD PLEASE FILL O	UT BELOW:
				MASTERCARD		AMEX
CA	Florida Holdings,					
Cino	PO Box 631244 innati, OH 45263		Card Number	· · · ·	CW Code	
	annau, 01140200		Exp Date			
			Signature		Date	

# NNDD76085500000000000048468540006348367373

# Charles Aquatics, Inc.

6869 Phillips Parkway Drive South Jacksonville, FL 32256 904-997-0044

#### Bill To

Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092

# Invoice

Date	Invoice #
10/1/2022	46400



			Vendor #
Qtv	Description	Rate	Amount
Qty 1	Description Monthly Aquatic Management Services for 5 ponds - 1 pond at Main Street Phase 2 and 6 ponds at The Haven Approved RECDD III Submitted to AP on 10-3-22 by Jason Davidson <i>Jason Davidson</i> DEBEVE OCT 0 3 2022 By	766.00	Amount 766.00
Thank you so much for t			
Thank you so much for y	your business!	Balance Due	\$766.00

	EY 2022/2023	Special District Fee Invoice an	istrict Accountability Program
Required b	y Sections 189.064 and 189	0.018, Florida Statutes, and Char	pter 73C-24, Florida Administrative Code
Invoice No.: 87406			Date Invoiced: 10/03/20
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2022: \$175.0
STEP 1: Review the followi	ng information, make chang	es directly on the form, and sign	and date:
1. Special District's Name,	Registered Agent's Name	, and Registered Office Addre	ss: DEQ
<b>Rivers Edg</b> Mr. James F	e III Community Develo	pment District	FLORIDA DEPARTMENT / ECONOMIC OPPORTUNITY
	tal Management Services		
	own Place, Suite 114		
	e, FL 32092		
2. Telephone:	(904) 940-585	0	
3. Fax:	(904) 940-589	9	
4. Email:	jperry@gmsnf.	com	
5. Status:	Independent		
6. Governing Body:	Elected		
7. Website Address:	www.RiversEd St. Johns	geocod.com	
8. County(ies): 9. Function(s):	Community De	evelopment	
10. Boundary Map on File:		· · · · F · · · · ·	· · ·
11. Creation Document on			By manufacture and the second se
12. Date Established:	03/05/2020		
13. Creation Method:	Local Ordinan		
14. Local Governing Auth		-	
15. Creation Document(s): 16. Statutory Authority:		Ince 2020-7 Florida Statutes	
17. Authority to Issue Bon	• •		
18. Revenue Source(s):	Assessments		
19. Most Recent Update:	07/05/2022		
I do hereby certify that the i	nformation above (changes	noted if necessary) is accurate a	and complete as of this date.
Registered Agent's Signatu	re:		Date
STEP 2: Pay the annual fee		,	
a. Pay the Annual Fe	e: Pay the annual fee onlin	e by following the instructions at	www.Floridajobs.org/SpecialDistrictFee or by check
1 · · ·	artment of Economic Opport		
1 , , , , ,			the above signed registered agent, do hereby
			nts contained herein and on any attachments
			erstand that any information I give may be verified.
			ecial district is not a component unit of a local
		a Appoundant determined the spe	
	ese government.	1)	- Department of Financial Convicor
			e Department of Financial Services.
			partment of Financial Services on its Fiscal Year
•			ne statement verifying \$3,000 or less in revenues).
		Reason:	
STEP 3: Make a copy of th	•		
STEP 4: Mail this form and	I payment (if paying by cheo	k) to the Department of Econom	ic Opportunity, Bureau of Budget Management,
107 E. Madison S	Street, MSC 120, Tallahasse	ee, FL 32399-4124. Direct any q	juestions to (850) 717-8430.

# Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

# Invoice

Invoice #: 31 Invoice Date: 10/1/22 Due Date: 10/1/22 Case: P.O. Number:

. ...

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

Description	Hours/Qty	Rate	Amount
Management Fees - October 2022 Website Administration - October 2022 Information Technology - October 2022 Dissemination Agent Services - October 2022 Office Supplies Postage Copies Telephone		2,333.33 150.00 100.00 291.67 2.50 3.42 96.00 22.81	2,333.33 150.00 100.00 291.67 2.50 3,42 96.00 22.81
ECEIVED OCT 0 4 2022			
	Total		\$2,999.73
	Paymen	ts/Credits	\$0.00
	Balance	Due	\$2,999.73

ومتعقد والمراجع والمتنا والمراجع والمراجع والمراجع والمراجع والمراجع

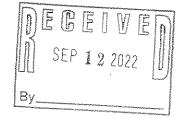
Invoice # 3942 Date: 09/09/2022 Due On: 10/09/2022

# KE Law Group, PLLC

P.O. Box 6386 Tallahassee, Florida 32314 United States

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

## RE3CDD-01



## **River's Edge III - General Counsel**

Туре	Professional	Date	Notes	Quantity	Rate	Total
Service	JK	08/01/2022	Review meeting minutes and provide comments to same	0.20	\$290.00	\$58.00
Service	JK	08/12/2022	Review agenda package and prepare for Board meeting	0.30	\$310.00	\$93.00
Service	JK	08/14/2022	Update county re: easement/grant of license for Kendall Crossing	0.10	\$310.00	\$31.00
Service	JK	08/15/2022	Review various proposer questions and draft addendum number one for same; review various facility use options and confer with staff on same; confer re: status of preventing construction traffic on private/ public property impairments; ; confer with staff re: assessments and developer funding requirements	1.20	\$310.00	\$372.00
Service	JK	08/17/2022	Travel to/from and attend Board meeting; confer re: status of acquisition/ improvements	2.40	\$310.00	\$744.00
Service	JK	08/17/2022	Begin updating RFP documents for re-bid of SR13	0.60	\$310.00	\$186.00
Service	MG	08/17/2022	Draft work authorizations	0.90	\$170.00	\$153.00
Service	JK	08/19/2022	Review RFP inquiries and respond to same; confer re: construction traffic options; ; review Perry correspondence on turnover inspections and confer re: options for same	0.40	\$310.00	\$124.00

Service	JK	08/21/2022	Begin property due diligence analysis and turnover	0.30	\$310.00	\$93.00
Service	JK	08/22/2022	Review and draft summary of requisitions and financing metrics; confer with staff re: turnover process/documents for various landscape areas; draft Charles aquatics	0.80	\$310.00	\$248.00
Service	МО	08/22/2022	Draft deficiency letter to VerdeGo	0.40	\$270.00	\$108.00
Service	MG	08/22/2022	Prepare resolution awarding RFP for landscape	0.20	\$170.00	\$34.00
Service	JK	08/23/2022	Finalize review of financing requisitions and summary of bonding capacity; transmit same; respond to multiple RFP questions for landscape and prepare addendum for same; draft and disseminate deficiency withholding notice for VerdeGo	0.80	\$310.00	\$248.00
Expense	AL	08/23/2022	Hotel: Hotel for BOS-JK	1.00	\$59.99	\$59.99
Expense	AL	08/23/2022	Rental Car Expenses: Rental for BOS -JK	1.00	\$74.87	\$74.87
Expense	AL	08/23/2022	Gas: Gas for BOS -JK	1.00	\$16.35	\$16.35
Expense	AL	08/23/2022	Meals: Meals for BOS -JK	1.00	\$6.95	\$6.9
Service	MG	08/23/2022	Property due diligence	1.30	\$170.00	\$221.00
Service	MG	08/24/2022	Property due diligence; confer with Ibarra regarding same	1.20	\$170.00	\$204.00
Service	MG	08/25/2022	Property due diligence	0.90	\$170.00	\$153.00
Service	МО	08/26/2022	Review Meeting Minutes re: Resolution rejecting RFP bid for State Road 13 roundabout and Resolution; Review templates for resolutions ratifying action and awarding contract	0.60	\$270.00	\$162.00
Service	JK	08/29/2022	Review RFP requests for landscaping; review meeting minutes; confer re: acquisition status; confer re: meeting/ budget timeline and transmit information on same	0.30	\$310.00	\$93.00
Service	MO	08/29/2022	Review and redline 8/17/22 Meeting Minutes	0.20	\$270.00	\$54.0
Service	JK	08/30/2022	Review Davidson inquiries on trails; confer with engineer on same and maps/ ownership; begin due diligence review and preparation for same	0.40	\$310.00	\$124.0
Service	MG	08/30/2022	Prepare budget documents	0.50	\$170.00	\$85.0
Service	MG	08/30/2022	Property due diligence and draft turnover	1.90	\$170.00	\$323.0

			documents			
Service	JK		Continue review and preparation of various real property and improvement acquisition packages and transmit same to team	0.50	\$310.00	\$155.00
Service	MG	08/31/2022	Review and edit deed, bill of sale and engineer's certificate	0.20	\$170.00	\$34.00
				То	tal	\$4,258.16

## **Detailed Statement of Account**

#### Other Invoices

Invoice Numl	ber Due On	Amount Due Paym	ents Received B	alance Due
2978	08/05/2022	\$4,048.40	\$0.00	\$ <b>4</b> ,048.40
3588	09/11/2022	\$3,798.62	\$0.00	\$3,798.62

#### **Current Invoice**

Invoice Numb	per Due On	Amount Due	Payments Received	Balance Due
3942	10/09/2022	\$4,258.16	\$0.00	\$4,258.16
			Outstanding Balance	\$12,105.18
		Тс	otal Amount Outstanding	\$12,105.18

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.



# LIVING GREEN TREE SERVICES

#### 50 Coastal Village Lane, St. Augustine, FL 32095

# INVOICE

BILL TO Riversedge CDD 3 475 W Town Pl Unit 114 St. Augustine, FL 32092 Invoice Date Sep 21 2022

Account Number

Approved RECDD 3 Submitted to AP on 9-23-22 by Kevin McKendree Kevin McKendree

**Invoice Number** INV-22161 concerning tree work in the Riversedge CDD 3.

Reference

	Quantity	Unit Price	Тах	Amount USD
Description Removal of the magnolia and broken pine tree on the edge of the preserve behind 53 Meadow Creek Dr Saint Johns, FL 32259	1.00	2,500.00	Tax Exempt	2,500.00
		······································	Subtotal	2,500.00
INE CEIVEN		Τc	otal No Tax 0%	0.00
			Invoice Total	2,500.00
SEP <b>2 3</b> 2022		Total	Net Payments	0.00
By			Amount Due	2,500.00

Due Date: Sep 28 2022

# PAYMENT ADVICE

Please make checks payable to:

Living Green Tree Services 50 Coastal Village Lane ST. AUGUSTINE FL 32095 UNITED STATES

(904) 536-9864 <u>mdragiff@hotmail.com</u> livinggreentreeservices.com

Customer	Riversedge CDD 3 475 W Town Pl Unit 114 St. Augustine, FL 32092
Invoice Number	INV-22161 concerning tree work in the Riversedge CDD 3.
Amount Due	2,500.00
Due Date	Sep 28 2022

Amount Enclosed



 September 13, 2022

 Project No:
 113094.80

 Invoice No:
 48670

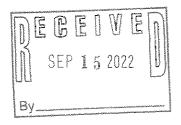
Rivers Edge III CDD c/o Government Management Services, LLC Attn: Hannah Smith 4648 Eagle Falls Pl Tampa, FL 33619

Project	113094.80	Rivers Edge III CDD
For services including	ng attend CDD meeting.	
Professional Servi	ces from August 1, 202	2 to August 31, 2022

	Hours	Rate	Amount	
Principal	1.50	235.00	352.50	
Totals	1.50		352.50	
Total Labor				352.50
Reimbursable Expenses				
Travel - Reimbursable - Mileage			51.78	
Travel - Reimbursable- Mileage Client OV			23.22	
Total Reimbursables		1.15 times	75.00	86.25
		Total this Ir	voice	\$438.75

#### **Outstanding Involces**

Number	Date	Balance
48023	5/29/2022	510.37
48312	7/14/2022	705.00
48477	8/17/2022	275.37
Total		1,490.74



СОММ	Rivers Edge III	STRICT
	General Fund	
	Check Request	
Date	Amount	Authorized By
October 4, 2022	\$2,021.67	Oksana Kuzmuk
	Payable to:	
	Rivers Edge CDD	
tte Check Needed:	Budget Catego	0FV:
ASAP	001-300-2070	
	Intended Use of Funds Request	
JEA Re	imbursement July 2022 - Septer	mber 2022



# Invoice

Invoice #: 8954C Date: 08/01/2022 **Customer PO:** DUE DATE: 08/31/2022

#### FROM

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

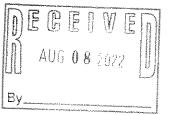
#### DESCRIPTION #6120 - Standard Maintenance Contract August 2022 Invoice Notes:

Thank you for your business!

## AMOUNT DUE THIS INVOICE

Approved RECDD III Submitted to AP on 8-8-22 by Jason Davidson

)ason Davidson 1.32.572.461 8





**BILL TO** 

Rivers Edge CDD III

475 West Town Place, Suite 114

Saint Augustine, FL 32092

# AMOUNT

\$15,254.31

\$15,254.31

# Invoice

Invoice #: 8024 Date: 04/30/22 **Customer PO:** DUE DATE: 05/30/2022

#### **BILL TO**

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

ł

FROM

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

DESCRIPTION		AMOUNT
#8053 - lateral line relocation haven		
Received a call from David Provost perta	aining a mailbox kiosk being installed in the	
Haven area. We came to cut and cap the	incoming lateral line to the affected area.	
new lateral lines will be relocated outsid	e the new pad being poured and installing	
new heads in the affected area.		
		<b>*</b> (15.00
Irrigation		\$415.00
Invoice Notes:		
Thank you for your business!	AMOUNT DUE THIS INVOICE	\$415.0

\$415.00

Approved RECDD III Submitted to AP on 8-16-22 by Jason Davidson

ason Davidson

SEP 20 2022 Øy



# Invoice

Invoice #: 9228 Date: 08/31/22 Customer PO: DUE DATE: 09/30/2022

#### FROM

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

#### DESCRIPTION

#9026 - Rivertown - Billing for New Areas - End of Main Street (August)

Additional hours requested for out of contract areas.

End of Main St. - 48 Hours

Maintenance Labor				\$1,728.00
Maint. Labor (Labor)	48.00	\$36.00	\$1,728.00	

**Invoice Notes:** 

Thank you for your business!

## AMOUNT DUE THIS INVOICE \$1,728.00

Approved RECDD III Submitted to AP on 9-9-22 by Jason Davidson

ason Davidson

9 Вy



**BILL TO** 

Rivertown - RECDDIII

St. Augustine, FL 32092

475 West Town Place, Suite 114

#### AMOUNT

#### VerdeGo PO Box 789 475 West Town Place, Suite 114 3335 North State Street St. Augustine, FL 32092 Bunnell, FL 32110 Phone: 386-437-3122 www.verdego.com AMOUNT DESCRIPTION #9268 - Rivertown - Billing for New Areas - End of Main Street (September) Additional hours requested for out of contract areas. End of Main St. - 48 Hours \$1,728.00 Maintenance Labor \$36.00 \$1,728.00 48.00 Maint. Labor (Labor) **Invoice Notes:** \$1,728.00 AMOUNT DUE THIS INVOICE

FROM

Approved RECDD III Submitted to AP on 10-3-2022 by Jason Davidson Jason Davidson



# Invoice

Invoice #: 9505 Date: 09/30/22 **Customer PO:** DUE DATE: 10/30/2022

## **BILL TO**

Rivertown - RECDDIII

Thank you for your business!



#### **BILL TO**

#### Rivertown - RECDDIII 475 West Town Place, Suite 114 St. Augustine, FL 32092

#### DESCRIPTION

#9190 - lightning strike 8/25/22

Found clock in short finding mode. After diagnostics and taking meter readings we found 20 decoders with elevated milliamp draw. The higher the draw the less effective the system operates

Irrigation	\$3,762.22
Invoice Notes:	

Thank you for your business!

#### \$3,762.22 AMOUNT DUE THIS INVOICE

Approved RECDD III Submitted to AP on 10-7-22 by Jason Davidson ason Davidson

Invoice

Invoice #: 9558 Date: 09/30/22 **Customer PO:** DUE DATE: 10/30/2022

#### FROM

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



AMOUNT