

Rivers Edge III
Community Development District

July 19, 2023

AGENDA

**Rivers Edge III
Community Development District**
475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.RiversEdge3CDD.com

July 12, 2023

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, July 19, 2023 at 9:00 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 Consent Agenda
 - A. Minutes of the June 21, 2023 Board of Supervisors Meeting
 - B. Financial Statements as of May 31, 2023
 - C. Check Register
- IV. Staff Reports
 - A. District Counsel
 - B. District Engineer
 1. Kendall Crossing / Main Street Stop Sign Proposal
 2. Kendall Crossing / Main Street Striping Proposal
 - C. District Manager
 - D. Operations & Maintenance
 1. Monthly Operations Report
 2. Pond Report
 - E. Landscape and Irrigation Maintenance – Monthly Report

- V. Business Items to be Considered
 - A. Acquisition of Mainstreet 3 & 4 and the Dog Park (to be provided under separate cover)
 - B. Proposal from Yellowstone for Addition of Mainstreet 3 & 4 and the Dog Park (to be provided under separate cover)
 - C. Vesta Property Services Agreement: FY 2023 and 2024 – General Manager and Field Operations Management
 - D. Consideration of Proposals for Pond Maintenance Services (Cost Share)
 - E. Proposals for Pool Deck Audio Speaker Repair (Cost Share)
 - F. Funding Request No. 37
- VI. Other Business
- VII. Supervisor Requests
- VIII. Audience Comments
- IX. Next Scheduled Meeting – August 16, 2023 at 9:30 a.m. at the RiverTown Amenity Center
- X. Adjournment

THIRD ORDER OF BUSINESS

A.

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, June 21, 2023 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

| | |
|--------------|---------------|
| DJ Smith | Chairman |
| Jason Thomas | Vice Chairman |
| Amber King | Supervisor |
| Adam Davis | Supervisor |

Also present were:

| | |
|------------------|--------------------------|
| Howard McGaffney | District Manager |
| Lauren Gentry | District Counsel |
| Ryan Stilwell | District Engineer |
| Jason Davidson | General Manager |
| Kevin McKendree | Field Operations Manager |
| Jay King | Vice President - Vesta |
| Ken Council | Amenity Manager |
| Mike Scuncio | Yellowstone Landscape |
| Brad Poor | Yellowstone Landscape |
| Blake Dougherty | Yellowstone Landscape |
| Malcolm Santos | Yellowstone Landscape |

The following is a summary of the discussions and actions taken at the June 21, 2023 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. McGaffney called the meeting to order at 9:34 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Consent Agenda

- A. Minutes of the May 17, 2023 Board of Supervisors Meeting
- B. Financial Statements as of April 30, 2023
- C. Check Register

Copies of the minutes, the financial statements and the check register totaling \$92,186.28 were included in the agenda package for the Board’s review.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the consent agenda was approved.

FOURTH ORDER OF BUSINESS Staff Reports

A. District Counsel – 2023 Legislative Update

Ms. Gentry informed the Board that ethics training will be required of board members beginning in 2024.

B. District Engineer

Mr. Stilwell presented a proposal from Vallencourt Construction to add double-yellow center line striping along Orange Branch Trail from Keystone Corners to Riverwalk Boulevard. He noted that is in CDD1, however this would be a cost share item.

There being no public comment on this item, the following motion was made.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor cost sharing the proposal from Vallencourt for road striping totaling \$25,597.30 was approved.

Mr. Stilwell also informed the Board that staff is working to get pricing for adding stop signs at the western end of Kendall Crossing and Main Street. Permits have already been received from the County.

C. District Manager

There being nothing to report, the next item followed.

D. Operations & Maintenance

1. Monthly Operations Report

A copy of the monthly operations report was included in the agenda package.

Mr. Thomas asked for an update on the gym equipment.

Mr. Davidson responded that the flooring has arrived, and the equipment should arrive in about two weeks.

Mr. Thomas asked for an update on the request for additional seating at the RiverClub.

Mr. McKendree responded that staff is still waiting to hear back from the original designer to keep the style consistent.

Ms. King asked what is being done with the old equipment.

Mr. Davidson responded that the fitness equipment vendor bought it back.

Mr. McGaffney updated the Board on the request for pickleball courts on the Rivers Edge CDD property stating that there is a supervisor working with the county and district staff to determine if construction of four courts would be possible and they would appreciate a cost share being applied to that. An update will be provided when more information is available. He noted another local community is installing courts for around \$500,000 to \$550,000.

2. Pond Report

A copy of Charles Aquatics’ monthly pond service report was included in the agenda package for the Board’s review.

E. Landscape and Irrigation Maintenance – Monthly Report

Mr. Scuncio provided an overview of Yellowstone’s monthly landscape maintenance report, a copy of which was included in the agenda package. He reported that new annuals are being installed on the 30th. He also informed the Board that the contract includes a certain amount of mulch, however with the cleaning up the beds, there are areas that were never done last year by the previous vendor so more mulch is needed. The proposal for the additional mulch for all three CDDs totals \$39,895.02, or approximately \$13,298.34 per district.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the proposal from Yellowstone for additional mulch to be cost shared, totaling \$39,895.02 for all three districts was approved.

FIFTH ORDER OF BUSINESS

Business Items

A. Items to be Considered

1. Ratification of the 2023 Mulch Application (Cost Share Item)

Mr. McGaffney noted the agreement for Yellowstone provides for a certain amount of mulch, however it still requires approval by the Board. He asked for a motion to ratify the

District Manager’s actions in approving the annual contracted amount for mulch, which was \$53,239.88 for Rivers Edge III.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the proposal for the 2023 mulch application totaling \$53,239.88 for Rivers Edge III was ratified.

Mr. Smith commented that there are items that are dragging on longer than they should, including ordering additional pool furniture and the lighting at the Havens. He encouraged staff to reach out to him if needed.

2. Resolution 2023-10, Changing the Designated Registered Agent

Mr. McGaffney presented Resolution 2023-10 for the purpose of changing the registered agent for the District from Ms. Marilee Giles to himself since he has taken over as District Manager.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2023-10, changing the designated registered agent to Mr. Howard McGaffney was approved.

3. Consideration of Funding Request No. 36

A copy of funding request 36 totaling \$94,044.04 was included in the agenda package.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor funding request number 36 was approved.

B. Discussion of Turnover of the Following Areas:

- **Mainstreet 3 – June 2023**
 - **Lake Park**
 - **Gran Bridge**
- **Dog Park – July 2024**
- **Mainstreet 4 – August 2023**
- **35-1 – August 2023**
- **35-2 – August 2023**
- **Trails – October 2023**

Mr. McGaffney informed the Board that District Counsel is working with the Chairman and Mattamy to ensure the acquisition packages for the areas above will be ready for a future date to be determined to get the areas turned over to the District.

Ms. Gentry stated that her firm would prepare the standard package of agreements and documents for the engineer’s review for the Mainstreet Phase 3 turnover, and would bring it back for ratification at the next meeting. She asked for advance authorization to prepare those documents to convey the improvements to the District at an amount not to exceed \$7.5 million in future reimbursement from bond proceeds.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor authorizing District Counsel to prepare the necessary acquisition documents for an amount not to exceed \$7.5 million was approved.

SIXTH ORDER OF BUSINESS

Other Business

There being no other business, the next item followed.

SEVENTH ORDER OF BUSINESS

Supervisor Requests

There being no further requests, the next item followed.

EIGHTH ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Next Scheduled Meeting – July 19, 2023 at 9:30 a.m. at the RiverTown Amenity Center

TENTH 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

B.

Rivers Edge III

Community Development District

Unaudited Financial Reporting
May 31, 2023



Rivers Edge III
Community Development District
Combined Balance Sheet
May 31, 2023

| | <u>Governmental Fund Types</u> | | | Totals (Memorandum Only) |
|--|--------------------------------|-------------------------|-----------------------------|-------------------------------------|
| | <u>General</u> | <u>Debt Service</u> | <u>Capital Projects</u> | |
| Assets: | | | | |
| Cash | \$387,383 | --- | --- | \$387,383 |
| Due From Other | \$5,387 | --- | --- | \$5,387 |
| Custody | \$212,132 | --- | --- | \$212,132 |
| Investment - SBA | \$1,084 | --- | --- | \$1,084 |
| Series 2021 | | | | |
| Reserve | --- | \$275,400 | --- | \$275,400 |
| Revenue | --- | \$191,439 | --- | \$191,439 |
| Capital Interest | --- | \$1,074 | --- | \$1,074 |
| Acquisition & Construction | --- | --- | \$3,388 | \$3,388 |
| Utility Deposits | \$1,890 | --- | --- | \$1,890 |
| Prepaid Expenses | \$4,375 | --- | --- | \$4,375 |
| Assessment Receivable | \$1,759 | \$1,211 | --- | \$2,970 |
| Total Assets | \$614,010 | \$469,124 | \$3,388 | \$1,086,522 |
| Liabilities: | | | | |
| Accounts Payable | \$154,802 | --- | --- | \$154,802 |
| Fund Balances: | | | | |
| Nonspendable | \$1,890 | --- | --- | \$1,890 |
| Restricted for Debt Service | --- | \$469,124 | --- | \$469,124 |
| Restricted for Capital Projects | --- | --- | \$3,388 | \$3,388 |
| Unassigned | \$457,317 | --- | --- | \$457,317 |
| Total Liabilities and Fund Equity | \$614,010 | \$469,124 | \$3,388 | \$1,086,522 |

Rivers Edge III
Community Development District
Statement of Revenues & Expenditures
For The Period Ending May 31, 2023

| Description | ADOPTED BUDGET | PRORATED BUDGET THRU 5/31/23 | ACTUAL THRU 5/31/23 | VARIANCE |
|--|-------------------|------------------------------------|------------------------|------------------|
| Revenues: | | | | |
| Developer Contrubutions | \$595,511 | \$595,511 | \$785,176 | \$189,665 |
| Assessments-Tax Roll | \$280,950 | \$280,950 | \$281,655 | \$705 |
| Administrative Assessments on Unplatted Land | \$78,950 | \$78,950 | \$78,950 | \$0 |
| Miscellaneous Income/Interest | \$0 | \$0 | \$2,939 | \$2,939 |
| Total Revenues | \$955,411 | \$955,411 | \$1,148,719 | \$193,309 |

Expenditures

Administrative

| | | | | |
|--------------------------------|-----------------|-----------------|-----------------|----------------|
| Engineering | \$5,000 | \$3,333 | \$1,888 | \$1,445 |
| Arbitrage | \$600 | \$400 | \$0 | \$400 |
| Dissemination Agent | \$3,500 | \$2,333 | \$2,333 | \$0 |
| Attorney | \$25,000 | \$16,667 | \$14,365 | \$2,302 |
| Trustee Fees | \$4,000 | \$4,000 | \$5,894 | (\$1,894) |
| Management Fees | \$28,000 | \$18,667 | \$18,667 | \$0 |
| Annual Audit | \$5,800 | \$5,800 | \$5,000 | \$800 |
| Assessment Administration | \$5,000 | \$5,000 | \$5,000 | \$0 |
| Information Technology | \$1,200 | \$800 | \$800 | \$0 |
| Website Administration | \$1,800 | \$1,200 | \$1,200 | \$0 |
| Telephone | \$150 | \$100 | \$48 | \$52 |
| Postage | \$250 | \$167 | \$71 | \$96 |
| Printing & Binding | \$1,000 | \$667 | \$249 | \$418 |
| Insurance | \$5,822 | \$5,822 | \$7,614 | (\$1,792) |
| Legal Advertising | \$1,500 | \$1,000 | \$302 | \$698 |
| Other Current Charges | \$800 | \$800 | \$800 | \$0 |
| Office Supplies | \$150 | \$100 | \$6 | \$94 |
| Dues, Licenses & Subscriptions | \$175 | \$175 | \$175 | \$0 |
| Total Administrative | \$89,747 | \$67,030 | \$64,413 | \$2,618 |

Grounds Maintenance

| | | | | |
|-----------------------|-----------|-----------|-----------|------------|
| Landscape Maintenance | \$201,455 | \$201,455 | \$216,523 | (\$15,068) |
| Landscape Contingency | \$0 | \$0 | \$62,120 | (\$62,120) |
| Irrigation Repairs | \$0 | \$0 | \$8,057 | (\$8,057) |

Rivers Edge III
Community Development District
Statement of Revenues & Expenditures
For The Period Ending May 31, 2023

| Description | ADOPTED BUDGET | PRORATED BUDGET THRU 5/31/23 | ACTUAL THRU 5/31/23 | VARIANCE |
|-------------------------------------|-------------------|------------------------------------|------------------------|-------------------|
| Lake Maintenance | \$7,000 | \$7,000 | \$7,581 | (\$581) |
| Electric | \$1,500 | \$1,000 | \$225 | \$775 |
| Sewer/Water/Irrigation | \$13,800 | \$9,200 | \$3,003 | \$6,197 |
| Cost Share Landscaping- Rivers Edge | \$179,286 | \$119,524 | \$119,524 | \$0 |
| Repair & Replacements | \$7,225 | \$7,225 | \$24,161 | (\$16,936) |
| Total Field Operations | \$410,266 | \$345,404 | \$441,192 | (\$95,788) |
| <i>Amenity Center</i> | | | | |
| Insurance | \$0 | \$0 | \$3,757 | (\$3,757) |
| Cost Share Amenity- Rivers Edge | \$316,559 | \$211,039 | \$211,039 | (\$0) |
| Cost Share Amenity- Rivers Edge II | \$138,839 | \$92,559 | \$92,559 | (\$0) |
| Total Field Operations | \$455,398 | \$303,599 | \$307,356 | (\$3,757) |
| Total Expenditures | \$955,411 | \$716,033 | \$812,961 | (\$96,928) |
| Excess Revenues/Expenses | \$0 | | \$335,759 | |
| Net Change in Fund Balance | \$0 | | \$335,759 | |
| Fund Balance - Beginning | \$0 | | \$123,449 | |
| Fund Balance - Ending | \$0 | | \$459,207 | |

**Rivers Edge III
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2023**

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|--|-------------------|------------------|------------------|------------------|------------------|-----------------|------------------|------------------|------------|------------|------------|------------|--------------------|
| Revenues: | | | | | | | | | | | | | |
| Developer Contributions | \$3,941 | \$110,024 | \$59,236 | \$88,433 | \$173,877 | \$91,560 | \$114,186 | \$143,918 | \$0 | \$0 | \$0 | \$0 | \$785,176 |
| Assessments-Tax Roll | \$0 | \$11,067 | \$61,894 | \$143,054 | \$53,471 | \$7,592 | \$2,817 | \$1,759 | \$0 | \$0 | \$0 | \$0 | \$281,655 |
| Administrative Assessments on Unplatted Land | \$39,475 | \$19,738 | \$19,738 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$78,950 |
| Miscellaneous Income/Interest | \$48 | \$59 | \$71 | \$404 | \$653 | \$571 | \$494 | \$639 | \$0 | \$0 | \$0 | \$0 | \$2,939 |
| Total Revenues | \$43,464 | \$140,888 | \$140,939 | \$231,891 | \$228,001 | \$99,723 | \$117,498 | \$146,316 | \$0 | \$0 | \$0 | \$0 | \$1,148,719 |
| Expenditures: | | | | | | | | | | | | | |
| Administrative | | | | | | | | | | | | | |
| Engineering | \$235 | \$293 | \$249 | \$235 | \$265 | \$233 | \$378 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,888 |
| Arbitrage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Dissemination Agent | \$292 | \$292 | \$292 | \$292 | \$292 | \$292 | \$292 | \$292 | \$0 | \$0 | \$0 | \$0 | \$2,333 |
| Attorney | \$2,140 | \$1,807 | \$1,942 | \$1,896 | \$2,306 | \$2,230 | \$2,045 | \$0 | \$0 | \$0 | \$0 | \$0 | \$14,365 |
| Trustee Fees | \$2,188 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,706 | \$0 | \$0 | \$0 | \$0 | \$5,894 |
| Management Fees | \$2,333 | \$2,333 | \$2,333 | \$2,333 | \$2,333 | \$2,333 | \$2,333 | \$2,333 | \$0 | \$0 | \$0 | \$0 | \$18,667 |
| Annual Audit | \$0 | \$0 | \$0 | \$0 | \$2,500 | \$2,500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,000 |
| Assessment Administration | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,000 |
| Information Technology | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$0 | \$0 | \$0 | \$0 | \$800 |
| Website Administration | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$150 | \$0 | \$0 | \$0 | \$0 | \$1,200 |
| Telephone | \$23 | \$21 | \$0 | \$0 | \$0 | \$5 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$48 |
| Postage | \$3 | \$3 | \$46 | \$6 | \$5 | \$0 | \$3 | \$5 | \$0 | \$0 | \$0 | \$0 | \$71 |
| Printing & Binding | \$96 | \$66 | \$24 | \$12 | \$10 | \$19 | \$9 | \$13 | \$0 | \$0 | \$0 | \$0 | \$249 |
| Insurance | \$7,614 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,614 |
| Legal Advertising | \$302 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$302 |
| Other Current Charges | \$0 | \$0 | \$0 | \$400 | \$0 | \$400 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$800 |
| Office Supplies | \$3 | \$3 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6 |
| Dues, Licenses & Subscriptions | \$175 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$175 |
| Total Administrative | \$20,653 | \$5,067 | \$5,137 | \$5,424 | \$7,961 | \$8,261 | \$5,311 | \$6,599 | \$0 | \$0 | \$0 | \$0 | \$64,413 |
| Grounds Maintenance | | | | | | | | | | | | | |
| Landscape Maintenance | \$26,915 | \$26,915 | \$27,516 | \$27,516 | \$26,915 | \$26,915 | \$26,915 | \$26,915 | \$0 | \$0 | \$0 | \$0 | \$216,523 |
| Landscape Contingency | \$1,980 | \$0 | \$4,920 | \$0 | \$0 | \$1,980 | \$0 | \$53,240 | \$0 | \$0 | \$0 | \$0 | \$62,120 |
| Irrigation Repairs | \$2,994 | \$340 | \$309 | \$0 | \$2,046 | \$0 | \$2,367 | \$0 | \$0 | \$0 | \$0 | \$0 | \$8,057 |
| Lake Maintenance | \$766 | \$766 | \$1,815 | \$766 | \$766 | \$766 | \$766 | \$1,170 | \$0 | \$0 | \$0 | \$0 | \$7,581 |
| Electric | \$28 | \$28 | \$28 | \$28 | \$28 | \$28 | \$28 | \$28 | \$0 | \$0 | \$0 | \$0 | \$225 |
| Sewer/Water/Irrigation | \$171 | \$693 | \$532 | \$213 | \$364 | \$346 | \$312 | \$372 | \$0 | \$0 | \$0 | \$0 | \$3,003 |
| Cost Share Landscaping- Rivers Edge | \$14,941 | \$14,941 | \$14,941 | \$14,941 | \$14,941 | \$14,941 | \$14,941 | \$14,941 | \$0 | \$0 | \$0 | \$0 | \$119,524 |
| Repair & Replacements | \$0 | \$0 | \$18,399 | \$572 | \$4,607 | \$12 | \$0 | \$572 | \$0 | \$0 | \$0 | \$0 | \$24,161 |
| Total Grounds Maintenance | \$47,794 | \$43,683 | \$68,460 | \$43,464 | \$45,059 | \$44,976 | \$45,329 | \$96,666 | \$0 | \$0 | \$0 | \$0 | \$441,192 |
| Amenity Center | | | | | | | | | | | | | |
| Insurance | \$0 | \$0 | \$0 | \$3,143 | \$0 | \$614 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,757 |
| Cost Share Amenity- Rivers Edge | \$26,380 | \$26,380 | \$26,380 | \$26,380 | \$26,380 | \$26,380 | \$26,380 | \$26,380 | \$0 | \$0 | \$0 | \$0 | \$211,039 |
| Cost Share Amenity- Rivers Edge II | \$11,570 | \$11,570 | \$11,570 | \$11,570 | \$11,570 | \$11,570 | \$11,570 | \$11,570 | \$0 | \$0 | \$0 | \$0 | \$92,559 |
| Total Amenity Center | \$37,950 | \$37,950 | \$37,950 | \$41,093 | \$37,950 | \$38,564 | \$37,950 | \$37,950 | \$0 | \$0 | \$0 | \$0 | \$307,356 |
| Total Expenditures | \$106,397 | \$86,699 | \$111,547 | \$89,980 | \$90,970 | \$91,800 | \$88,590 | \$141,215 | \$0 | \$0 | \$0 | \$0 | \$812,961 |
| Excess Revenues (Expenditures) | (\$62,933) | \$54,189 | \$29,392 | \$141,911 | \$137,031 | \$7,922 | \$28,908 | \$5,101 | \$0 | \$0 | \$0 | \$0 | \$335,759 |

Rivers Edge III
Community Development District
Debt Service Fund - Series 2021
Statement of Revenues & Expenditures
For The Period Ending May 31, 2023

| Description | ADOPTED BUDGET | PRORATED BUDGET THRU 5/31/23 | ACTUAL THRU 5/31/23 | VARIANCE |
|---------------------------------------|-------------------|------------------------------------|------------------------|-----------------|
| Revenues: | | | | |
| Assessments - Tax Roll | \$193,442 | \$193,442 | \$193,927 | \$485 |
| Assessments - Direct Bill | \$357,352 | \$357,352 | \$357,352 | \$0 |
| Interest Income | \$1,500 | \$1,500 | \$14,420 | \$12,920 |
| Total Revenues | \$552,294 | \$552,294 | \$565,700 | \$13,406 |
| Expenditures | | | | |
| Series 2021 | | | | |
| Interest 11/1 | \$173,025 | \$173,025 | \$173,025 | \$0 |
| Interest 5/1 | \$205,000 | \$205,000 | \$205,000 | \$0 |
| Principal 5/1 | \$173,025 | \$173,025 | \$173,025 | \$0 |
| Total Expenditures | \$551,050 | \$551,050 | \$551,050 | \$0 |
| Excess Revenues (Expenditures) | \$1,244 | \$1,244 | \$14,650 | \$13,406 |
| Net Change in Fund Balance | \$1,244 | \$1,244 | \$14,650 | \$13,406 |
| Fund Balance - Beginning | \$183,222 | | \$454,474 | |
| Fund Balance - Ending | \$184,466 | | \$469,124 | |

| | |
|-----------------------|------------------|
| Reserve | \$275,400 |
| Revenue | \$191,439 |
| Capitalized Interest | \$1,074 |
| Assessment Receivable | \$1,211 |
| | <u>\$469,124</u> |

Rivers Edge III
Community Development District
Capital Projects Funds
Statement of Revenues & Expenditures
For The Period Ending May 31, 2023

| Description | SERIES 2021 |
|---------------------------------------|----------------|
| Revenues: | |
| Interest Income | \$83 |
| Bond Proceeds | \$0 |
| Total Revenues | \$83 |
| Expenditures: | |
| Capital Outlay | \$0 |
| Cost of Issuance | \$0 |
| Underwriters Discount | \$0 |
| Total Expenditures | \$0 |
| Excess Revenues (Expenditures) | \$83 |
| Other Sources & Uses: | |
| Transfer In/ (Out) | \$0 |
| Total Other Sources & Uses | \$0 |
| Net Change in Fund Balance | \$83 |
| Fund Balance - Beginning | \$3,305 |
| Fund Balance - Ending | \$3,388 |

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: | \$275,400 |
| Reserve Fund Balance: | \$275,400 |
| | |
| Bonds outstanding - 4/23/2021 | \$9,880,000 |
| Less: May 1, 2022 (Mandatory) | (\$200,000) |
| Less: May 1, 2023 (Mandatory) | (\$205,000) |
| Current Bonds Outstanding | \$9,475,000 |

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

| Funding Request # | Date of Request | Date Received Developer | Total Amount Received | Total Funding Request FY 22 | Total Funding Request FY 23 | Balance (Due From Developer)/ Due To |
|--------------------------|------------------------|--------------------------------|------------------------------|------------------------------------|------------------------------------|---|
| 28 | 10/12/22 | 11/1/22 | \$36,661.67 | \$32,720.94 | \$3,940.73 | \$0.00 |
| 29 | 11/8/22 | 12/12/22 | \$116,197.36 | \$6,173.19 | \$110,024.17 | \$0.00 |
| 30 | 12/7/22 | 12/22/22 | \$59,235.86 | \$0.00 | \$59,235.86 | \$0.00 |
| 31 | 1/9/23 | 2/1/23 | \$88,433.30 | \$0.00 | \$88,433.30 | \$0.00 |
| 32 | 2/8/23 | 3/8/23 | \$173,877.24 | \$0.00 | \$173,877.24 | \$0.00 |
| 33 | 3/8/23 | 4/3/23 | \$91,560.29 | \$0.00 | \$91,560.29 | \$0.00 |
| 34 | 4/11/23 | 5/2/23 | \$114,186.13 | \$0.00 | \$114,186.13 | \$0.00 |
| 35 | 5/11/23 | 5/26/23 | \$143,918.00 | \$0.00 | \$143,918.00 | \$0.00 |
| Total | | | | \$38,894.13 | \$785,175.72 | \$0.00 |

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FISCAL YEAR 2023 ASSESSMENTS
10/1/22 - 9/30/23

| | | ASSESSED | | | RECEIVED | | | |
|-----------------------------|--------------|-------------------------------|-------------------|-------------------|-----------------------|-------------------|-------------------|-------------------------------------|
| ASSESSED TO | # UNITS | SERIES 2021 DEBT INVOICED NET | FY23 O&M | TOTAL NVOICED NET | SERIES 2021 DEBT PAID | O&M PAID | TOTAL PAID | BALANCE DUE / (DISCOUNTS NOT TAKEN) |
| MATTAMY | 337 | 357,352.44 | 78,950.00 | 436,302.44 | 357,352.44 | 78,950.00 | 436,302.44 | - |
| TOTAL DIRECT BILLS | 337 | 357,352.44 | 78,950.00 | 436,302.44 | 357,352.44 | 78,950.00 | 436,302.44 | - |
| NET REVENUE TAX ROLL | 1,312 | 193,441.78 | 280,949.59 | 474,391.37 | 193,927.27 | 281,654.73 | 475,582.00 | (1,190.63) |
| TOTAL REVENUE | 1,649 | 550,794.22 | 359,899.59 | 910,693.81 | 551,279.71 | 360,604.73 | 911,884.44 | (1,190.63) |

| | | | |
|--------------------------------------|----------------|----------------|----------------|
| DIRECT BILL PERCENT COLLECTED | 100.00% | 100.00% | 100.00% |
| TAX ROLL PERCENT COLLECTED | 40.88% | 100.25% | 100.25% |
| TOTAL PERCENT COLLECTED | 100.09% | 100.20% | 100.13% |

(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 | | | | |
|--------------------------------|------------|-------------------|-------------------|-------------------|
| ST JOHNS COUNT DIST. | DATE | TOTAL AMOUNT | SERIES 2021 DEBT | O&M |
| 1 | 11/2/2022 | - | - | - |
| 2 | 11/17/2022 | 14,534.57 | 5,926.74 | 8,607.83 |
| 3 | 11/28/2022 | 4,152.73 | 1,693.35 | 2,459.38 |
| 4 | 12/12/2022 | 42,911.53 | 17,497.96 | 25,413.57 |
| 5 | 12/15/2022 | 61,598.78 | 25,118.03 | 36,480.75 |
| 6 | 1/20/2023 | 241,550.32 | 98,496.57 | 143,053.75 |
| INTEREST | 2/1/2023 | 636.36 | 259.49 | 376.87 |
| 7 | 2/21/2023 | 89,651.34 | 36,556.98 | 53,094.36 |
| 8 | 3/30/2023 | 12,818.66 | 5,227.04 | 7,591.62 |
| INTEREST | 4/6/2023 | 366.72 | 149.54 | 217.18 |
| 9 | 5/8/2023 | 4,390.64 | 1,790.36 | 2,600.28 |
| TAX CERTIFICATES | 6/15/2023 | 2,970.35 | 1,211.21 | 1,759.14 |
| | | | - | - |
| | | | - | - |
| | | | - | - |
| | | | - | - |
| TOTAL TAX ROLL RECEIPTS | | 475,582.00 | 193,927.27 | 281,654.73 |

C.

Rivers Edge III

Community Development District

Check Run Summary

May 31, 2023

| Fund | Date | Check No. | Amount |
|---------------------|-------------|------------------|----------------------|
| General Fund | 5/9/23 | 300-307 | \$ 114,174.14 |
| Total | | | \$ 114,174.14 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|-----------|----------------------------|
| 5/09/23 | 00010 | 4/01/23 57766 | 202304 320-57200-46800 | APR LAKE MAINTENANCE | * | 766.00 | |
| | | | | CHARLES AQUATICS INC | | | 766.00 000300 |
| 5/09/23 | 00003 | 4/01/23 37 | 202304 310-51300-34000 | APR MANAGEMENT FEES | * | 2,333.33 | |
| | | 4/01/23 37 | 202304 310-51300-35100 | APR WEBSITE ADMIN | * | 150.00 | |
| | | 4/01/23 37 | 202304 310-51300-35100 | APR INFORMATION TECH | * | 100.00 | |
| | | 4/01/23 37 | 202304 310-51300-32400 | APR DISSEMINATION SERVICE | * | 291.67 | |
| | | 4/01/23 37 | 202304 310-51300-51000 | OFFICE SUPPLIES | * | .15 | |
| | | 4/01/23 37 | 202304 310-51300-42000 | POSTAGE | * | 3.00 | |
| | | 4/01/23 37 | 202304 310-51300-42500 | COPIES | * | 9.15 | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 2,887.30 000301 |
| 5/09/23 | 00013 | 3/15/23 6209 | 202302 310-51300-31500 | FEB GENERAL COUNSEL | * | 2,305.52 | |
| | | | | KILINSKI VAN WYK | | | 2,305.52 000302 |
| 5/09/23 | 00005 | 3/14/23 49767 | 202302 310-51300-31100 | FEB PROFESSIONAL SERVICES | * | 265.13 | |
| | | | | PROSSER | | | 265.13 000303 |
| 5/09/23 | 00011 | 4/03/23 CS-2023- | 202304 320-57200-49100 | CS LANDSCAPING APR 2023 | * | 14,940.50 | |
| | | 4/03/23 CS-2023- | 202304 320-57200-49200 | CS AMENITY APR 2023 | * | 26,379.92 | |
| | | | | RIVERS EDGE CDD | | | 41,320.42 000304 |
| 5/09/23 | 00019 | 4/03/23 CS-2023- | 202304 300-20700-10100 | CS AMENITY APR 2023 | * | 11,569.92 | |
| | | | | RIVERS EDGE II CDD | | | 11,569.92 000305 |
| 5/09/23 | 00006 | 3/31/23 4880 | 202303 310-51300-35200 | ADA WEBSITE MAINTENANCE | * | 400.00 | |
| | | | | VGLOBALTECH | | | 400.00 000306 |
| 5/09/23 | 00028 | 2/27/23 JAX49448 | 202302 320-57200-46100 | FEB IRRIGATION REPAIRS | * | 829.95 | |
| | | 2/28/23 JAX49909 | 202302 320-57200-46100 | FEB LANDSCAPE MAINTENANCE | * | 26,914.95 | |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # | |
|---------------|-------|-----------------------------------|--|---------------------------|--------|--------------------|-----------------------------|------------------|
| | | 4/01/23 | JAX51098 202304 320-57200-46100 | APR LANDSCAPE MAINTENANCE | * | 26,914.95 | | |
| | | | | | | | YELLOWSTONE LANDSCAPE | 54,659.85 000307 |
| ----- | | | | | | | | |
| | | | | | | TOTAL FOR BANK A | 114,174.14 | |
| | | | | | | TOTAL FOR REGISTER | 114,174.14 | |

Charles Aquatics, Inc.

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

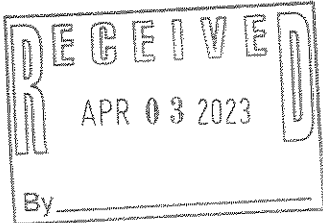
Invoice

| | |
|----------|-----------|
| Date | Invoice # |
| 4/1/2023 | 47766 |

| |
|----------|
| Due Date |
| 5/1/2023 |

| |
|---|
| Bill To |
| Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092 |

| |
|----------|
| Vendor # |
| |

| Qty | Description | Rate | Amount |
|-----|---|--------|--------|
| 1 | Monthly Aquatic Management Services for 5 ponds - 1 pond at Main Street Phase 2 and 6 ponds at The Haven For Monthly Pond Services RECDD III Submitted to AP on 4-3-2023 by Jason Davidson <i>Jason Davidson</i> 1-32-572-468 10  | 766.00 | 766.00 |

Thank you so much for your business!

Balance Due

\$766.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

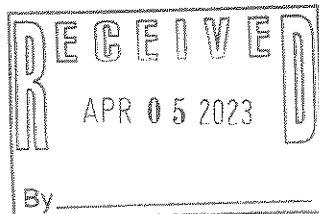
Invoice

Invoice #: 37
Invoice Date: 4/1/23
Due Date: 4/1/23
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 - April 2023 1.31.513.31 | | 2,333.33 | 2,333.33 |
| Website Administration - April 2023 1.31.513.351 | | 150.00 | 150.00 |
| Information Technology - April 2023 1.31.513.351 | | 100.00 | 100.00 |
| Dissemination Agent Services - April 2023 1.31.513.324 | | 291.67 | 291.67 |
| Office Supplies 1.31.513.51 | | 0.15 | 0.15 |
| Postage 1.31.513.42 | | 3.00 | 3.00 |
| Copies 1.31.513.425 3 | | 9.15 | 9.15 |



| | |
|-------------------------|-------------------|
| Total | \$2,887.30 |
| Payments/Credits | \$0.00 |
| Balance Due | \$2,887.30 |



KILINSKI | VAN WYK

Kilinski | Van Wyk, PLLC

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

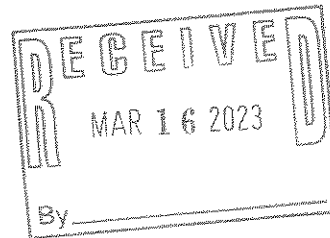
Rivers Edge III CDD
475 West Town Place Suite 114
St. Augustine, Florida 32092

RE3CDD-01

River's Edge III - General Counsel

INVOICE

Invoice # 6209
Date: 03/15/2023
Due On: 04/14/2023



1-31-513-315

13

| Type | Professional | Date | Notes | Quantity | Rate | Total |
|---------|--------------|------------|--|----------|----------|----------|
| Service | JK | 02/01/2023 | Confer re: status of roundabout bid documents and timeline for same; Review communication re: landscape/irrigation from District Manager; review draft agenda and confer re: same; review landscaping communication and addendum; transmit | 0.40 | \$315.00 | \$126.00 |
| Service | MG | 02/01/2023 | Draft Resolution awarding construction contract | 0.40 | \$175.00 | \$70.00 |
| Service | JK | 02/02/2023 | Continue due diligence review; confer re: cost share process and insurance updates; begin compiling deeds | 0.70 | \$315.00 | \$220.50 |
| Service | JK | 02/03/2023 | Confer with team and district manager re: insurance audit and acquisition packages from 2021-2022 and review file re: same | 0.20 | \$315.00 | \$63.00 |
| Service | JK | 02/06/2023 | Confer re: staff call; update rules and review resolution on same; confer re: spending authority options | 0.10 | \$315.00 | \$31.50 |
| Service | JK | 02/12/2023 | Review audit response letter and prepare same | 0.10 | \$315.00 | \$31.50 |
| Service | MG | 02/13/2023 | Prepare auditor letter response; transmit same | 0.70 | \$175.00 | \$122.50 |
| Service | MG | 02/13/2023 | Draft resolution awarding construction contract | 0.20 | \$175.00 | \$35.00 |
| Expense | AL | 02/13/2023 | Hotel: Hotel for LG | 1.00 | \$30.82 | \$30.82 |

| | | | | | | |
|---------|-----|------------|--|------|--------------|-------------------|
| Expense | AL | 02/13/2023 | Reimbursable expenses: Rental car for LG | 1.00 | \$39.19 | \$39.19 |
| Expense | AL | 02/13/2023 | Reimbursable expenses: Gas for LG | 1.00 | \$8.40 | \$8.40 |
| Expense | AL | 02/13/2023 | Reimbursable expenses: Tolls for LG | 1.00 | \$6.61 | \$6.61 |
| Service | LG | 02/15/2023 | Travel to and attend Board meeting and joint meeting. | 2.80 | \$310.00 | \$868.00 |
| Service | MG | 02/15/2023 | Research and review Whistling Straits plats | 0.30 | \$175.00 | \$52.50 |
| Service | JK | 02/17/2023 | Review engineers report and previous requisitions for application to construction fund; transmit summary of same; confer re: cost share allocations and interlocal agreement | 0.40 | \$315.00 | \$126.00 |
| Service | JK | 02/19/2023 | Review/edit and disseminate award of roundabout contract and confer with Prosser on same | 0.20 | \$315.00 | \$63.00 |
| Service | MG | 02/23/2023 | Research plats; review acquisition documents for Whistling Straits | 0.40 | \$175.00 | \$70.00 |
| Service | GK | 02/24/2023 | Review Interlocal Agreement regarding cost sharing provisions and responsibilities, process for the same. | 0.40 | \$275.00 | \$110.00 |
| Service | LG | 02/26/2023 | Review and revise joint meeting minutes. | 0.10 | \$310.00 | \$31.00 |
| Service | MG | 02/27/2023 | Review plats, review and revise acquisition documents for Whistling Straits | 0.40 | \$175.00 | \$70.00 |
| Service | LG | 02/28/2023 | Advise regarding extension of deadline for roundabout bids. | 0.20 | \$310.00 | \$62.00 |
| Service | JK | 02/28/2023 | Confer re: roundabout proposals and options for same | 0.10 | \$315.00 | \$31.50 |
| Service | RVW | 02/28/2023 | Research legislative bills impacting special districts and provide newsletter on same | 0.10 | \$365.00 | \$36.50 |
| | | | | | Total | \$2,305.52 |

Detailed Statement of Account

Other Invoices

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 5376 | 02/21/2023 | \$1,942.03 | \$0.00 | \$1,942.03 |

| | | | | |
|------|------------|------------|--------|------------|
| 5734 | 03/21/2023 | \$1,895.61 | \$0.00 | \$1,895.61 |
|------|------------|------------|--------|------------|

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|---------------------------------|------------|------------|-------------------|-------------------|
| 6209 | 04/14/2023 | \$2,305.52 | \$0.00 | \$2,305.52 |
| Outstanding Balance | | | | \$6,143.16 |
| Total Amount Outstanding | | | | \$6,143.16 |

Please make all amounts payable to: Kilinski | Van Wyk, PLLC

Please pay within 30 days.



March 14, 2023
 Project No: 113094.80
 Invoice No: 49767

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 attend February CDD meeting.
Professional Services from February 1, 2023 to February 28, 2023
Professional Personnel

1.31.513.311
 5

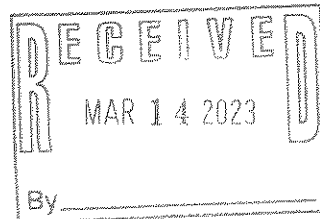
| | Hours | Rate | Amount | |
|--------------------|-------|--------|--------|---------------|
| Principal | 1.00 | 235.00 | 235.00 | |
| Totals | 1.00 | | 235.00 | |
| Total Labor | | | | 235.00 |

Reimbursable Expenses

| | | | | |
|--|-------------------|--|--------------|------------------------------------|
| Travel - Reimbursable - Mileage | | | 17.80 | |
| Travel - Reimbursable- Mileage Client OV | | | 8.40 | |
| Total Reimbursables | 1.15 times | | 26.20 | 30.13 |
| | | | | Total this Invoice \$265.13 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|---------------|
| 49416 | 1/19/2023 | 249.38 |
| 49589 | 2/13/2023 | 235.00 |
| Total | | 484.38 |



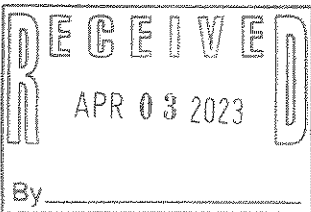
Rivers Edge CDD

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

INVOICE

DATE: 4/3/23
INVOICE # CS-2023-ARP

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

| DESCRIPTION | AMOUNT |
|---|---------------------|
| Cost Share-Landscaping for April 2023 1-32-572-491 | \$ 14,940.50 |
| Cost Share- RiverTown Amenity for April 2023 - 1-32-572-422 | \$ 26,379.92 |
|  | |
| TOTAL | \$ 41,320.42 |

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

THANK YOU FOR YOUR BUSINESS!

Rivers Edge II CDD

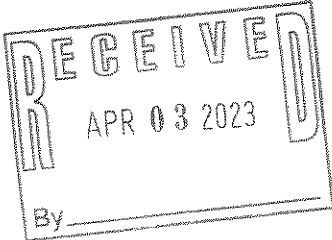
475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 4/3/23
INVOICE # CS-2023-ARP

Bill To:

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

| DESCRIPTION | AMOUNT |
|---|---------------------|
| Cost Share- RiverTown Amenity for April 2023 1.300.207.101 19  | \$ 11,569.92 |
| TOTAL | \$ 11,569.92 |

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

THANK YOU FOR YOUR BUSINESS!

VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com



INVOICE

BILL TO

Rivers Edge III CDD
219 E. Livingston Street
Orlando, FL 32801
United States

INVOICE # 4880
DATE 03/31/2023
DUE DATE 03/31/2023
TERMS Due on receipt

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------|---|-----|--------|--------|
| | Web Maintenance:ADA Website Maintenance Ongoing website maintenance for ADA and WCAG Compliance | 1 | 400.00 | 400.00 |

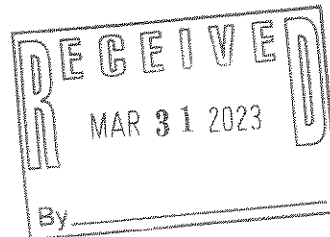
Invoice for Quarter 1 ADA Audit.

BALANCE DUE

\$400.00

Please make check payable to VGlobalTech.

1-31-513-352
6





INVOICE

| INVOICE # | INVOICE DATE |
|------------|--------------|
| JAX 494488 | 2/27/2023 |
| TERMS | PO NUMBER |
| Net 30 | |

Bill To:

Rivers Edge CDD III
 c/o Vesta Property Services
 475 West Town Pl Suite 114
 Saint Augustine, FL 32092

Remit To:

Yellowstone Landscape
 PO Box 101017
 Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

Invoice Due Date: March 29, 2023

Invoice Amount: \$829.95

| Description | Current Amount |
|-------------|----------------|
|-------------|----------------|

February Irrigation Repairs *****Settlement Dog Park*****

Irrigation Repairs

\$829.95

Approved RECDD III
 Submitted to AP on 4-10-2023
 by Jason Davidson

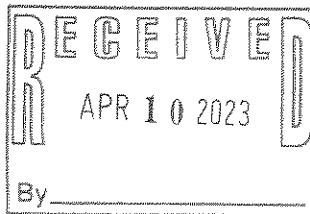
Jason Davidson
 1-32-572-461
 28

Invoice Total

\$829.95

Excellence

IN COMMERCIAL LANDSCAPING



Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

| INVOICE # | INVOICE DATE |
|------------|--------------|
| JAX 499097 | 2/28/2023 |
| TERMS | PO NUMBER |
| Net 30 | |

Bill To:

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town Pl Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 30, 2023

Invoice Amount: \$26,914.95

| Description | Current Amount |
|---|----------------|
| Monthly Landscape Maintenance February 2023 | \$26,914.95 |

Invoice Total **\$26,914.95**

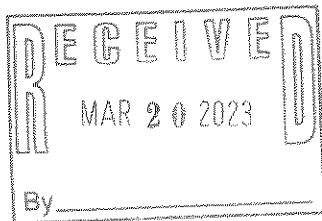
IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 3-20-2023
by Jason Davidson

Jason Davidson

1-32-572-461

28



Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

| INVOICE # | INVOICE DATE |
|------------|--------------|
| JAX 510989 | 4/1/2023 |
| TERMS | PO NUMBER |
| Net 30 | |

Bill To:

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town Pl Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: May 1, 2023

Invoice Amount: \$26,914.95

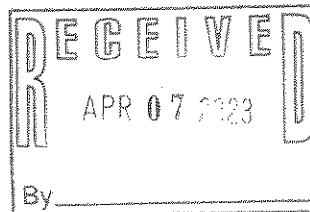
| Description | Current Amount |
|--|----------------|
| Monthly Landscape Maintenance April 2023 | \$26,914.95 |

Approved RECDD III
Submitted to AP on 4-7-2023
by Jason Davidson

Jason Davidson

Invoice Total \$26,914.95

IN COMMERCIAL LANDSCAPING



1-32-572-461
28

Should you have any questions or inquiries please call (386) 437-6211.

FOURTH ORDER OF BUSINESS

B.

1.

American Architectural Graphics, Inc.

2312 Hibiscus Drive
Edgewater, Florida 32141
(386)427-6810

To: Rivers Edge III CDD

Project: Kendall Crossing/ Main Street
Additional Signage

Attention: David Provost

Phone: 904-235-5178

Copy To:

Phone:

Terms:


Projected to ship: 4 to 6 weeks from signed purchase order.

| Qty. | Description | Unit Price | Extension |
|------|-------------------------|------------|-----------|
| 2 | Stop R1-1 | 984.50 | 1,969.00 |
| 2 | Stop R1-1/Ahead R3-17aP | 1,089.00 | 2,178.00 |

TOTAL: \$4,147.00

*Price does not include sales tax.

Subject to acceptance within 30 days, or may be void at the option of American Architectural Graphics, Inc. Deposit of _____ will accompany order.



Date 6/26/2023

Acceptance of Proposal:

The above fees, specifications, conditions are hereby accepted. You are authorized to do work as specified. Payments will be made as outlined.

Date _____

2.

BCI



Burnham Construction, Inc.
11413 Enterprise East Blvd
Macclenny, FL 32063

Office: (904) 259-5360
Fax: (904) 259-5380
CUC#1224415

"Building the Road to Excellence"

PROPOSAL

July 10, 2023

ATTN: PROSSER

RE: RIVERTOWN MAINSTREET STRIPING

Burnham Construction, Inc. is pleased to provide this budget proposal, for all material, labor, and equipment needed to complete Thermo striping for 2 stop bars along Rivertown Main Street, as requested.

❖ Total = \$1300.00

Qualifications:

- The quoted price is contingent upon receipt of fully executed contract within **30 days.**

Feel free to contact me anytime if you have any questions.

Sincerely,

Erica Bridger

Project Manager

#904-386-2924

Ebridger@BurnhamConstructioinInc.com

D.

1.

RIVERTOWN

RECDD's Operations Report

Date of report: 7/19/23

Submitted by: Jason Davidson & Kevin McKendree

RECDD I

Gym Equipment update:

Commercial Fitness provided us with an update from their Logistics Coordinator. The equipment has arrived at their warehouse and has been assembled and passed inspection. The flooring materials have arrived onsite and have been stored at the RiverHouse. The rest of the schedule is as follows...

- Current Equipment Extraction – 7/20
- New Flooring Installation – 7/24 or 7/25
- New Equipment Installation – 7/27

RiverHouse Light Pole:

We are working diligently with the vendor who originally installed the light to execute the repair. There is a three-month timeline for the replacement parts to arrive in order to return the light to operational standard. We were able to wire up a temporary light on this pole for safety purposes that operates off the same timer as the broken light. We reached out again this week to the electrician in charge of this project for an update and the parts are still on order with no ETA at the moment. We will continue to inquire weekly.

Temporary Pickleball Courts:

Pickleball lines were installed on the court directly in front of the maintenance shed making that court a hybrid court. This court now contains one tennis court and two pickleball courts. The pickleball nets are removable and are stored alongside the fence when not in use.

Dog Parks:

It was requested in last month's CDD meeting to gather cost information for adding a more efficient locking system. The team is working diligently to identify and execute the most efficient locking system and will be sure to keep the board apprised to our progress.

RiverHouse Pool Speakers:

All but one of the ground stereo speakers are shot at the RiverHouse pools. They are original to the facility and corroded beyond repair internally. We did attempt to replace a transformer in one of them in hopes we could replace parts, but the speaker was still non-operational. These will need to be replaced, we have received two quotes and will present them to the board.

Pond K Walking Path Drainage:

It was requested by a resident during last month's meeting to investigate drainage in areas along the walking path of pond K in Northlake. We have a rule of thumb that generally if water is standing for 48 hours without

additional water being added to it then we address these areas due to accelerated algae growth from the standing water. At this time, upon numerous inspections we have not identified any problematic areas, but we will continue to monitor these paths.

Pond K Fish RE-Stock:

After speaking with the pond provider, we will not be able to re-stock the pond until fall. We will be sure to revisit this come October.

Sternwheel Park Toys:

Staff were directed to communicate with residents that the toys need to be removed from the park as per the directive of the District Manager. The notice went out regarding, and a few residents stressed concerns. It was decided that staff is to work with residents because a very probable solution was presented by the residents. The toys were stacked neatly in a location in the park and residents will be sure that they remain in that fashion when not being used. Thank you to the community for reaching out and working with staff in regards.

Sternwheel Park Light:

A concerned resident at last month's meeting brought up a light that was not operational near his house in front of Sternwheel Park. We performed an inspection on Homestead in its entirety and located one light out and brought it back to standard.

Lighting Near Main Entrance:

It was discussed in last month's meeting that the lights wrapping the palm trees were not operating properly. We performed a light check and discovered a GFCI that was not functioning, we changed it out and all are working now. It was also brought to our attention that the fountain light in front of the welcome center was not working. We were able to change out the timer to make this operational again.

Splash Pad Shower:

The shower head located at the splash pad broke off at its base and became unrepairable. Fortunately we had a spare on site left over from the construction process. We were able to pave a new pad and install it ourselves with very little cost for parts.

RiverHouse Cabana Power:

The power running to the cabana between the pools stopped working. When landscape lighting was activated the breaker would not hold. We investigated everything ourselves but were unsuccessful. We had to call in our electrician and he found a bad ground wire leading from the breaker to a junction box and was able to repair everything.

RiverHouse Pool Loungers:

Multiple lounge chairs have quickly become unusable this season due to age. Stitching on the slings have ripped and weld points have severed. We have repaired approximately 15 this past month.

Golf Cart Regulations:

A message went out to the community bringing to their attention the new golf cart regulations per Saint Johns County. This will be included in the newsletters as well.

RECDD II

Pond Fountain Across from WaterSong:

The fountain in the pond across from the WaterSong entrance became non-operational a few weeks back. It is pulling 3 times the number of amps as it should which keeps tripping the breaker. A quote was approved by the board and the pump and motor have been ordered. It will take 1-2 weeks to get that pump and it will be installed immediately upon arrival.

Right side firepit

The fire pit on the right side if you are looking at the river has stopped firing up. We had it diagnosed by a vendor, and they found it to be the pilot light module not getting hot enough. We were informed this week that the module is no longer manufactured for that model. We have signed off on a quote for complete fire bowl replacement. In the meantime it can be lit manually if needed.

Pool Furniture Additions:

The pool furniture has been ordered and is set to arrive in three weeks.

Manor monument lighting:

Residents of The Manor have been vocal concerning the non-lighting of the two monument signs for their neighborhood. We have signed an agreement with KAD Electric for solar lights to be installed and the lights are due to ship August 1st.

Walking Trail Gate Damage:

A large dead pine tree fell on top of the walking trail gate located on the back of pond TT in Highpointe. We were able to remove the tree and make the repair at no cost to the community with pressure treated lumber we found in a dumpster.

Loose handicap ramp railing at RiverClub:

We discovered some loose handicap railing at the RiverClub. The footholds are coming loose in certain areas. We came up with the idea to drill through the footer and wedge in a piece of rebar to sure it up, then concrete over the damaged footer for cosmetic purposes. This seems to have worked well and we will do this to multiple areas around the pool.

Keystone Corners RiverTown lighting:

During a lighting audit it was discovered that more of the ribbon lighting on the monument at Keystone corners was not functioning. We were able to take that part of the sign apart and wire in a new strip to make it operable.

Riverclub Parking Lot Drainage:

Yellowstone completed our drainage project for the Riverclub parking lot. With the guidance from Prosser, we installed 5 drains in the parking lot islands to dry up all of the standing water that prohibits certain spots from being used and is a safety hazard/eye sore. We also installed one drain in back by the playground to dry out an area was also a safety hazard.

Riverclub Pool Motor:

The main circulating motor at the RiverClub and the corresponding variable frequency drive were hit by either lightning or a power surge during a storm making both inoperable. This happened during 4th of July week so in order to remain open our team installed a temporary motor that Vesta owns and bypassed the VFD to make it operable and were back up and running within a day. The old motor is not repairable but we are working with St. Augustine Motor Works to have it covered under warranty. The replacement motor was installed the week of 7/10. We are searching out a surge suppression device for the panel that controls the pools equipment in hopes of avoiding this in the future and would also recommend purchasing a suitable replacement motor to have on hand. These motors are not readily available locally so having a backup would significantly reduce the repair time and allow this pool to always stay up and running.

RECDD III

Monument lighting at The Haven:

We have approved a quote from KAD Electric for solar powered lighting to remain consistent with other lighting applications throughout the community. These lights are due to ship August 1st.

All Districts

Outfall structures:

With hurricane season here our team has been proactive for awhile now checking pond outfall structures for blockages and removing them when necessary. This aids in keeping the stormwater management system flowing to prevent flooding. I feel confident that when a storm comes we will be ready!

Ponds Update from Charles Aquatics:

To avoid going into extensive detail on all 80 ponds, we have identified our more problematic ponds. These are ponds **H, I, K, BB, CC, DD, and PP**. This list will likely change as some ponds get corrected and other ponds are added to it.

Pond H was treated for perimeter vegetation such as alligator weed on the first visit and again treated for algae (Lyngbya). This pond will get treated every 10 days for algae and we will apply pond dye to shade the water in an effort to block the sunlight and prevent photosynthesis.

Pond I now has Pickerel Weed popping up. It is a native beneficial plant that prevents erosion (it usually grows along the edge of the pond) and also takes in the excess nutrients from lawn runoff before it gets to the pond and reduces algae blooms. It has been treated but it is a very hearty plant and difficult to kill. It can become invasive if not controlled, so that was the purpose of spraying it.

Pond K perimeter vegetation and algae (Naiad and Chara specifically) treatments are deemed to be very effective. We'll do that same treatment one more time in a few weeks and then we may be able to maintain it with pond dye.

Pond BB was treated for perimeter vegetation.

Pond CC was treated for algae and perimeter weeds. Treatment seems to be taking effect.

Pond DD was treated for algae. This algae when it dies feeds other algae so we may need to retreat it before next month.

Pond PP was treated for perimeter weeds which appears to have been largely effective. May need another treatment to knock them out completely.

RIVERTOWN

RECDD's Lifestyle Report

Date of report: 7/19/23

Submitted by: Kim Fatuch and Ross Ruben

End of June Events

- **June 17th - Luau**
 - Roughly 300 residents attended.
 - Weather was off and on leading up to the event, but the skies cleared and made for a great afternoon.



- **June 22nd – Music Bingo at RiverClub.**
 - Music Bingo with DJ Ross.

- Roughly 50 attended.
- **June 23rd – Food Trucks at RiverHouse.**
- **June 29th – Lifestyle Director Meet & Greet at RiverClub.**
 - Good turnout, spoke with roughly 20 groups.
 - Lots of great feedback on events the residents want.
- **June 30th – Food Trucks at RiverHouse.**

July Events:

- **June 1st – Yappy Hour Dog event.**
 - **About 15 families showed up.**
 - **Weather was a bit too warm for the pups but residents were delighted to see a pup event and asked for more in the cooler months.**
- **July 4th – Annual Golf Cart Parade & Celebration.**
 - **Over 250 Golf Carts participated.**
 - **Winners received a \$50 gift card to the RiverCafe.**
 - **Weather was very hot so both pools were not as busy as anticipated.**



- **July 7th- – Food Trucks at the RiverHouse.**
- **July 7th – First Friday with Jeremy Weinglass at RiverClub.**

Upcoming July Events:

- **July 14th – Food Trucks at the RiverHouse.**
- **July 15th – Dive- in Movie at RiverClub.**
- **July 16th – Team Spirit Sunday Funday at RiverClub.**
- **July 21st – Food Trucks at the RiverHouse.**
- **June 22rd – Family Yoga at the Amphitheater.**
- **June 28th – Food Trucks at the RiverHouse.**

- July 28th – Bookmobile at RiverHouse.
- July 30th – Family Sunday Funday at RiverHouse.
- July 30th – Caribbean Sunday Funday at RiverClub.



Upcoming August Events:

- August 3rd – Yappy 4th – Trivia at the RiverClub.
- August 4th – Food Truck Friday.
- August 5th – Back to School Bash.
 - Mermaids, Foam Party, Live Music and Games .
- August 10th – Music Bingo & Trivia at the RiverClub.
- August 11th – Live music with Jeremy Wineglass at the RiverClub.
- August 11th – Food Truck Friday.
- August 13th – Karaoke with DJ Ross at RiverClub.
- August 18th – Food Truck Friday.
- August 19th – Mobile Axe Throwing at RiverHouse.
- August 20th – Golf and Brunch at the RiverHouse.
- August 25th – Adult Rock Star Party at the RiverClub.
- August 25th – Food Truck Friday.
- August 26th – Water Balloon Battle at RiverHouse.



**MOBILE AXE
THROWING**



SATURDAY

AUGUST 19

**12pm - 2pm
RiverHouse**

*Closed toe shoes required.
Must fill out a waiver

2.



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

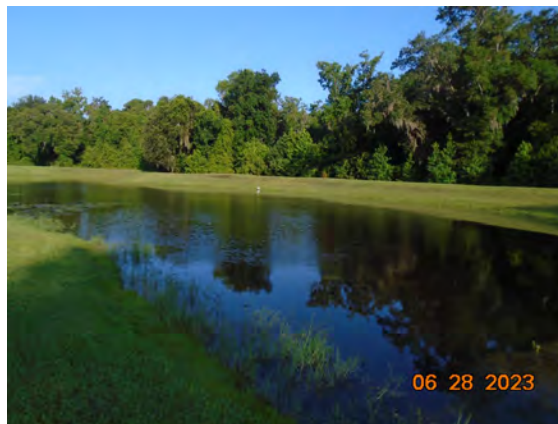
Service Report

Date : June 30, 2023

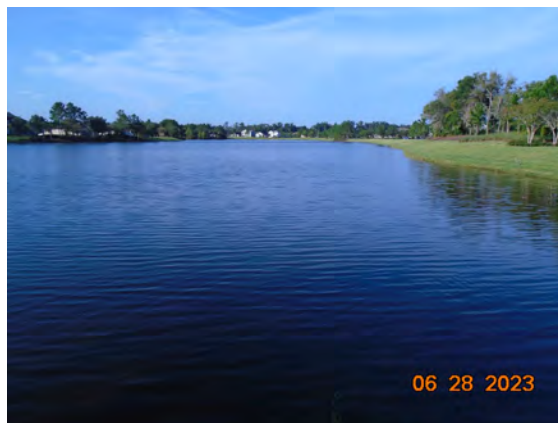
Field Techs: Mike Liddell
Justin Powers

Client: RiverTown

Pond A: Applied treatment for submersed vegetation and treated perimeter grasses.



Pond B: Algae treatments have been effective.



Pond C: Perimeter grasses are decaying, algae treatments have been effective.



Pond D: Applied algaecide to pond.



Pond E: Applied algaecide around edge of pond.



Pond G: Treated perimeter vegetation.

Pond H: Treated algae around entire pond, Discussed a treatment plan with Kevin that we will perform treatments every 7-10 days throughout the summer months.



Pond I: Treated algae and perimeter on two separate days.



Pond J: Treated perimeter vegetation.



Pond K: Treated perimeter vegetation and algae around entire pond. This is the first treatment since the low oxygen problems in early May.



Pond L: previous treatments effective. No algae noticed.



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

Pond Q: No algae noticed, previous treatment was effective.



Pond R: No algae noticed, previous treatments have been effective.



Pond S: Pond in good condition. No algae noticed. Perimeter weeds were dead, Wet easement.

Pond T: No algae noticed. Water level normal



Pond U: previous treatment was effective.



Pond V: No algae noticed, previous treatments were effective.



Pond W: Treated perimeter weeds.



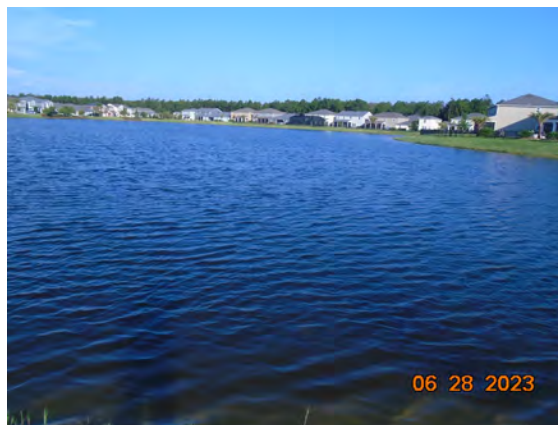
Pond X: (Homestead) Applied algaecide and pond dye.



Pond Y: (behind model homes) No algae noticed.



Pond Z: (behind pond K) Algae treatments have been effective.



Pond AA: (Homestead) Applied algaecide around pond. Will do a perimeter grass treatment in July using the original easement.



Pond BB: (Homestead) Treated perimeter grass.



Pond CC: treated algae and perimeter weeds.



Pond DD: Treated algae, this algae when it decays turns back into the nutrients that makes the new algae grow.



Pond EE: treated algae and perimeter.



Pond FF: treated algae and perimeter weeds.



Pond GG: previous treatments have been effective, no algae noticed.



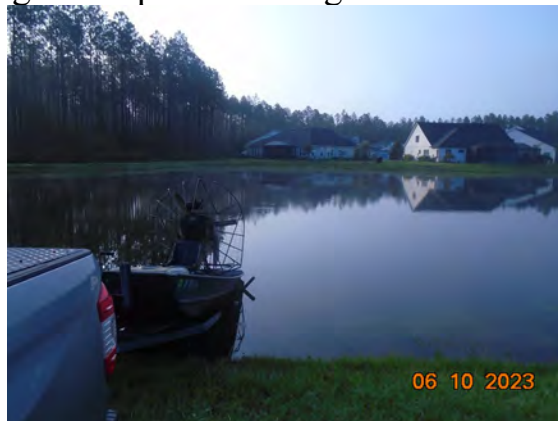
Pond HH: previous treatments were effective.



Pond II: previous treatments appear effective.



Pond JJ: Treated algae and perimeter vegetation.



Pond KK: Perimeter vegetation is decaying.



Pond LL: No algae noticed. Previous perimeter treatment was effective.



Pond MM: Applied algaecide.



Pond NN: Treated algae around pond.



Pond OO: Previous treatment effective. No algae noticed.



Pond PP: Treated perimeter weeds.



Pond QQ: previous treatment was effective.



Pond RR: treated perimeter weeds.



Pond SS: Applied algaecide.



Pond TT: Treated perimeter vegetation.



Pond UU: Treated perimeter vegetation and algae.



Pond VV: Previous treatment was effective no algae noticed.



Pond WW: treated perimeter weeds.



Pond XX: treated perimeter weeds.



Pond YY: Pond is dry, no treatment required.

Pond ZZ: no algae noticed. Treated perimeter weeds.



Pond AAA: Water level is low. Treated cattails.



Pond BBB: treated cattails.



Pond CCC: No algae or invasive weeds noticed.



Pond DDD: No algae or invasive weeds noticed.



Pond EEE: no algae or invasive weeds noticed, water level low



Pond CR-7 (front): Pond looks great, treated perimeter weeds.



Pond River Club 1: Will treat vegetation on next visit.



Pond River Club 2: Vegetation is decaying.



Water Song

Pond 1: Applied pond dye.



Pond 2: Treated perimeter vegetation.



Pond 3: No invasive species.



Pond 4: Applied pond dye.



Pond 5: Treated perimeter vegetation.



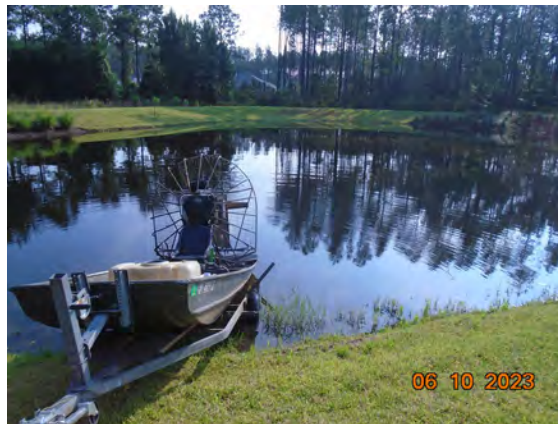
Pond 6: Treated perimeter vegetation.



Pond 7: No invasive vegetation noticed.



Pond 8: Treated southern naiad, this submersed weed is in the entire water column. We can only treat a third of the pond each month (the chemical is very strong and can cause a fish kill).



Pond 9: Treated perimeter vegetation.



Pond 10: Water clarity improved. No new growth noted.



Pond 11: Treated for minor torpedo grass and cattails.



Pond 12: No new growth noted. Water clarity is excellent.



Pond 13: Vegetation is decaying.



Pond 14: Treated cattails.



Pond 15: Applied algaecide to pond.



E.



Rivers Edge CDD – I, II, and III

Landscape Update for July 2023

- **General Maintenance**
 - Our maintenance team has mowed all common grounds throughout community and have been cleaning up shrub beds
 - We have Detailed and Cleaned up the Riverhouse and Riverclub.
 - We have completed Renderings for the front entrance of Main Street, Roundabouts on SR 13, and The River House.
 - Team is spraying for weeds throughout the community and trimming shrubs.
 - Team has been spraying all mulch beds for clean appearance.
 - Teams have removed numerous trees and limbs that have fallen at no charge. Larger trees will be proposed for removal by the arbor team.
 - Mattamy, Vesta, and Yellowstone are doing monthly drives throughout the community to check on status of concerned areas and the overall appearance of the community.
 - We have Completed Mulch throughout the community. Back Ponds that have never had pine straw will not be completed.
 - Annual flowers were installed on June 30th along with fresh and rich soil. We raised the beds for a better show. We will install Yellow Coleus in the back, Lipstick Pentas in the middle, and Purple Angelonia in front. This will give the Summer feel and look amazing. The next rotation will be in September.
 - 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.
 - All clocks are being set to run Three times a week due to amount of rain we have had
 - Lead tech is working with IQ system to help system run more efficiently.
 - We are setting five day rain delays when we have rain
 - 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
 - We are running system 4 to 5 days a week during the drought we are in. Irrigation is supplemental to the amount of rainfall we get. Turf will recover and look much better once we receive rain.
- **Fert/Chem**
 - Our techs will be fertilizing the entire property this month with 21-7-14 Granular. Lots of Iron in this treatment to get turf to push and green up.
 - 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 push growth. We have had record warm temperatures during this time, so our team has been doing full maintenance throughout community.
 - Lead tech is Treating roses with bone meal and liquid fertilizer
- **Arbor**
 - 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.

FIFTH ORDER OF BUSINESS

C.

FIELD OPERATION SERVICES AGREEMENT

THIS GENERAL MANAGEMENT AND FIELD OPERATION SERVICES AGREEMENT (“**Agreement**”) is made and entered into this ___ day of July, 2023, by and between:

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

Vesta Property Services, Inc., a Florida corporation, with offices located at 245 Riverside Avenue, Suite 250, Jacksonville, Florida 32202 (the “**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct, or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for General Management and Field Operations Management for the Improvements, inclusive of field operations, general management, and maintenance services; and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Contractor to manage the operation and maintenance of the Improvements.

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

1. **Recitals.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. **Contractor’s Obligation.**

A. *Field Operations Management.* The Contractor shall provide the District with field operations management services for the Improvements, inclusive of field operations, general management, and maintenance services. Contractor shall be responsible for, and authorized to perform on behalf of the District, general oversight and management of the Improvements, as further described in the “Scope of Services” attached hereto as **Exhibit A**. The Contractor shall provide the following positions, which may be shared personnel with Rivers Edge CDD and Rivers Edge II CDD:

i. Field Operations Manager Position

- a. The Contractor shall be responsible, through the Field Operations Manager position, for the comprehensive facility management, operation and maintenance of the Improvements and District property within the District, as set forth in **Exhibit A**. The specific responsibilities are as set forth in the job description for the Field Operations Manager, attached hereto in **Exhibit A**.
- b. This shall be a full-time position. The Field Operations Manager reports directly to the District Manager.

ii. Maintenance Staff Services

- a. The Contractor shall be responsible for all duties associated with maintenance services on the District's property ("**Maintenance**") according to the terms provided for herein and as set forth in **Exhibit A**. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such services.
- b. The general nature of these Maintenance services is to provide staffing of individuals with requisite education, knowledge, skill, and experience for the respective position. The total fees charged for each position shall be as set forth in **Exhibit A** and shall be all inclusive of the staff positions set forth therein, and all associated wages, salaries, associated taxes, human resource administration, background checks, drug screening, and other employer's payroll expenses, and any processing fees. The fees charged pursuant to **Exhibit A** shall be billed monthly, in conformance with the invoicing terms set forth in the Agreement. The District shall only be charged for the portion of Maintenance services actually rendered; if certain of the positions set forth in **Exhibit A** are not staffed, the District shall not be charged for such positions.

iii. General Manager Services

- a. The Contractor shall be responsible, through the General Manager position, for the comprehensive management, operation and maintenance of all recreational improvements, oversight of all employees, amenity-related independent contractors, and licensees of the District, and responsible for the aiding District Management in the development of the amenity and capital reserve portion of the budgets.
- b. The General Manager shall assist the District with recommending, establishing, implementing, and ensuring compliance with rules, policies and procedures, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of the District's facilities.
- c. The compensation and general job description for the position are set forth in **Exhibit A**. This shall be a full-time position.

- d. The General Manager reports directly to the District Manager. Furthermore, the General Manager shall be responsible for coordinating necessary insurance, waivers, agreements, and other documentation through District Staff to ensure all District-related activities are appropriately and legally documented to protect the District from further liability exposure. Should there be any question regarding such requirements, the District Manager and District Counsel shall be consulted.
- B. *Attendance at Meetings.*** The General Manager and Field Operations Manager shall attend meetings of the District's Board of Supervisors ("**Board**"), shall prepare a report and submit it to the District Manager at least eight days prior to the Board meeting, and shall include substantive updates and information as may be needed.
- C. *Inspection.*** The Contractor shall conduct periodic inspections of all Improvements. In the event the Contractor discovers any irregularities of, or needs of repair to, the Improvements, the Contractor shall report same to the District Contractor or its designated representative and shall promptly correct, or cause to be corrected, any such irregularities or repairs.
- D. *Notification of Emergency Repairs.*** Contractor shall immediately, and not more than 24 hours after discovering such concerns, notify the District Manager should it discover any issues or concerns that affect the public's health, safety, and welfare, and shall immediately address and correct such concerns.
- E. *Investigation and Report of Accidents/Claims.*** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to District Improvements or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in collection therewith, unless the Board expressly directs Contractor otherwise, in writing.
- F. *Care of the Property.*** The Contractor shall use commercially reasonable efforts to protect the District's property and the property of landowners or other entities from damage by the Contractor, its employees, or contractors. The Contractor agrees to promptly repair any damage to such property resulting from the Contractor's activities and work and to notify the District of the occurrence of such damage caused by the Contractor's activities within forty-eight (48) hours.
- G. *Limitations on Contractor's Duties.*** Notwithstanding anything contained herein to the contrary, the Contractor shall not be responsible for or have control of accounting or cash disbursements for the District, nor shall the Contractor have the authority to approve change orders or additional services. Any proposals for change orders or additional services must be submitted to the District Manager for consideration by the District's Board of Supervisors.
- H. *Responsibility for Hiring.*** The Contractor shall be responsible for all services set forth herein, including the recruitment, selection and hiring of the position of General Manager, Field Operations Manager and all other positions provided for hereunder. Any costs associated with the hiring of these positions (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the Compensation provided for herein.

The District cannot terminate the General Manager or Field Operations Manager or any other positions. However, upon the determination of the District that the General Manager or Field Operations Manager or are not fulfilling his or her assigned duties in a satisfactory manner, the District, through its District Manager, shall confer with the Contractor regarding the failure to provide services in compliance with this Agreement. The Contractor agrees to resolve such issues expeditiously. The District retains its rights to terminate the Contractor for lack of performance and as provided for herein.

3. Compensation.

- A.** The District shall pay the in accordance with the fees set forth at **Exhibit A** for the provision of field operations/facility management services pursuant to the terms of this Agreement, which shall represent twenty percent (20%) of the total costs of providing the field operations, general management, and maintenance services for the Rivers Edge CDD, Rivers Edge II CDD, and the District. Additionally, the Manager shall be entitled to reimbursement for its reasonable and customary costs and expenses incurred by the Manager and its employees and consultants in the performance of its duties hereunder in accordance with **Exhibit A**. All Reimbursable Expenses shall be supported by reasonable documentation.
- B.** Contractor shall provide, upon request, copies of employee time and attendance records, documenting the total hours worked. Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered to the District at the offices of the District Manager on or before the fifteenth (15th) of the month in which the invoice is being billed (e.g., for Contractor to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered to the District Manager on or before May 15th). These monthly invoices are due and payable within twenty (20) days upon receipt of the invoice by the District, or as may otherwise be required or permitted under Florida's Prompt Payment Act. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

4. Term; Termination.

- A.** The initial term of this Agreement shall commence as of the date first written above and shall terminate September 30, 2023, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall be automatically renewed for one (1) additional year period beginning October 1, 2023, and ending September 30, 2024, unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement.
- B.** The District shall have the right to terminate this Agreement at any time upon written notice to Contractor due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon sixty (60) days' written notice without cause and for any reason whatsoever. Contractor shall have the right to terminate this Agreement upon ninety (90) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at

the effective date of termination for the Services performed up to that date as sole means of recovery, hereunder, subject to any offsets the District may have against Contractor. Upon termination of this Agreement, the Contractor shall, as soon as practicable, but in no event later than the effective date of termination or such other date as set forth in the following: (i) deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to all recreational facilities, the District operations, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control; (ii) vacate any portion of the District's facilities then accessed by the Contractor as a consequence of this Agreement; and, (iii) furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

5. Insurance.

A. Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance:

- (i) Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- (ii) Commercial General liability insurance with the following limits:

| | |
|-------------|-------------------------------|
| \$1,000,000 | General Aggregate |
| \$1,000,000 | Products/Completed Operations |
| \$1,000,000 | Personal & Advertising Injury |
| \$1,000,000 | Each Occurrence |
- (iii) Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of \$1,000,000.
- (iv) Employer's Liability Coverage with limits of \$250,000.
- (v) Professional Liability Insurance with limits of \$1,000,000.
- (vi) Employment theft dishonesty insurance in the amount of \$500,000.
- (vii) Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$2,000,000.

B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board members, the District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees, and the Rivers Edge Community Development District, and its board of supervisor members, District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees along with

Mattamy Jacksonville, LLC, and its officers, employees, representatives, agents and trustees, shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.

6. **Indemnity.**

A. Obligations under this paragraph 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, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor will defend, indemnify, save and hold the District, and its Board members, District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees, and the Rivers Edge Community Development District and Rivers Edge II Community Development District, and their respective board of supervisor members, District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees, along with Mattamy Jacksonville, LLC, and its officers, employees, representatives, agents and trustees (altogether, the “**District Indemnitees**”) harmless from all loss, damage, injury or any other claims whatsoever, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Contractor 's officers, directors, agents, assigns or employees.

C. For purposes of this section, “acts or omissions” on the part of Contractor’s officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the Improvements in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Improvements, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit license, certification, consent, or other approval.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies, and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section shall survive the termination or expiration of this Agreement.

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

8. **Default and Protection Against Third-Party Interference.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party.

Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

9. **Enforcement of Agreement; Recovery of Costs and Fees.** In the event either the District or the Contractor are required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District or the Contractor, as applicable, shall be entitled to recover from the other all fees and costs incurred, including but not limited to reasonable attorneys' fees, paralegal fees and expert witness fees and costs incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

10. **Controlling Law; 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 shall be in St. Johns County.

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

12. **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.

13. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

14. **Amendments; Assignment.** 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 the District and the Contractor. Assignment. Neither Party may assign this Agreement without the prior written approval of the other.

15. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law in order to effectuate the terms of this Agreement, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

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

A. **If to Contractor:** Vesta Property Services, Inc.
245 Riverside Avenue, Suite 250
Jacksonville, FL 32202
Attention: Jay King
e-mail: jking@vestapropertyservices.com

B. If to District: Rivers Edge III Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
e-mail: hmcgaffney@gmsnf.com

With a copy to: Kilinski Van Wyk, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
e-mail: jennifer@cddlattorneys.com

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

18. **Public Records.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Howard McGaffney** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor 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 the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the 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 the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092,

**PHONE: (904) 940-5850,
HMC GAFFNEY@GMSNF.COM**

E-MAIL:

19. **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.

20. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

21. **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.

[Signatures on following page]

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

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

VESTA PROPERTY SERVICES, INC.

By: _____
Print Name: _____
Its: _____

Exhibit A: Scope of Services and Compensation

EXHIBIT A
Scope of Services and Compensation
(Compensation Table Attached as Last Page)

MILEAGE REIMBURSEMENT:

The District shall reimburse the Vesta personnel listed below for mileage expenses incurred due to conducting District business with either a Vesta-owned vehicle or a personal-owned vehicle (rather than a District-owned vehicle.) Such mileage shall include travel within the District's property as well as offsite travel to procure supplies needed for the District. Reimbursement rates shall be determined per IRS guidelines and there shall be no "mark-up" of the expense by Vesta, who shall document the mileage expenses with appropriate back-up information such as mileage figures for each trip. Mileage reimbursement shall not exceed \$3600/year without prior authorization from the District. The following Vesta personnel shall be entitled to mileage reimbursement: General Manager (currently Jason Davidson), the Field Operations Manager (currently Kevin McKendree).

JOB DESCRIPTIONS:

General Manager- Responsibilities and Duties

- Act as an ambassador of the community on behalf of the District.
- Act as a liaison between Vesta staff, the District Manager, the Board of Supervisors, and other stakeholders.
- Assist the District Manager in creating and maintaining budgets as well as ongoing management of the capital survey.
- Monitor Fire, Security and Access Control systems to ensure proper functionality, with a vision toward the future.
- Ensure all licensing and permits that are required by state/local governments are current.
- Resolve and take ownership of any related facility issues that may occur. Communicate to the appropriate party's issues that may require additional resources or which are beyond Vesta's expertise.
- Ensure all contractual obligations to the community are fulfilled with excellence. Monitor vendor performance and communicate when standards are not being met.
- Maintain an expansive knowledge of the history and current state of the entire community with a vision toward the future.
- Maintain timely communication with CDD staff, CDD Board and support staff.
- Issue comprehensive reports to the Board at monthly meetings.
- Provide timely communication with residents as it relates to concerns and or request.
- Resolve resident issues on a timely basis. Report concerns to the Board on the resident's behalf. Recommend policy changes when needed.
- Provide tours of the amenities for new and prospective residents.
- Create and maintain a productive, fun, and service oriented environment for staff
- Support and hold accountable all Vesta staff to exceptional standards of service in their areas of responsibility. Provide direction and support to said staff.
- Conduct and execute payroll for all staff.
- Keep track of labor allocations and pass throughs for all staff to ensure proper billing.

Maintenance Staff – Responsibilities and Duties

Common Grounds

- Remove trash and debris from common areas including :
 - Community entry areas
 - Community Parks
 - Ponds
- Clean district monuments
- Maintain playgrounds and equipment
- Clean and maintain any dog parks
- Clean and maintain any pocket parks or other recreational areas
- Assist the Field Operations Manager in maintaining all district common grounds and monuments. Maintenance includes management of dog waste stations and trash and debris removal throughout the property.
- Address and report safety hazards on any District property immediately.

Additional Maintenance Services: Additional maintenance services will be provided on an as-needed hourly basis in order to assist the onsite staff at the hourly rates provided herein.

Field Operations Manager – Responsibilities and Duties

- Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of all District assets.
- Act as the primary point of contact for district supervisors and staff, residents, and service providers.
- Report to and interact with district supervisors, staff, and residents during monthly meetings. Implement District Board directives on a timely basis.
- Respond to resident inquiries in a timely and professional manner.
- Advise the District of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear-and-tear,” natural disasters, vandalism, etc. and secure cost estimates for same.
- Assist the District Manager in developing an annual maintenance budget and a long-term facility replacement schedule.
- Maintain an up-to-date operations and maintenance manual, complete with current drawings.
- Create a detailed scope of work for projects requiring additional contractors. Work with and present to the Board when appropriate. Secure cost estimates and initiate work.
- Hire, train and hold accountable onsite maintenance staff. Areas of responsibility include: pool maintenance, janitorial services, outdoor facility maintenance and common grounds maintenance throughout the community.
- Monitor and assess the performance of all maintenance contractors. Hold all service providers accountable to a high standard. Report to Board any remedial actions required.
- *Landscaping/Irrigation:* Oversee landscape maintenance/irrigation system provider’s performance through regular meetings and inspections. Action item lists will be created in documenting and monitoring problem-resolution. Work with provider’s management team to ensure compliance with contractual requirements and corrections to performance deficiencies, as needed.
- *Maintenance of Lakes/Holding Ponds:* Oversee performance of storm water-management system service provider, as well as pond maintenance provider. Ensure that inlets are maintained, debris around embankments is removed, etc.

| *** 40/40/20 SPLIT FOR GM AND FIELD OPERATIONS ONLY - ALL 3 DISTRICTS FEE EXHIBIT | | | | | | | | | | | |
|---|---------------------------|----------------------------|-----------------------------|---------------------------------|--------------------------|---------------------------|---------------------------|----------------------------|----------------------------|-----------------------------|--------------------------------|
| Service | RE I Monthly Amount | RE II Monthly Amount | RE III Monthly Amount | Total Combined FY'23 Fees | RE I Annual Amount | RE I Monthly Amount | RE II Annual Amount | RE II Monthly Amount | RE III Annual Amount | RE III Monthly Amount | Total Combined 2024 Fees |
| Field Ops Services | \$ 36,168.00 | \$ 36,168.00 | \$ 18,084.00 | \$ 90,420 | \$ 37,253 | \$ 3,104.42 | \$ 37,253 | \$ 3,104.42 | \$ 18,627 | \$ 2,660.93 | \$ 93,133 |
| Maintenance Services | \$ 76,541.24 | \$ 76,541.24 | \$ - | \$ 153,082 | \$ 78,837 | \$ 6,569.79 | \$ 78,837 | \$ 6,569.79 | \$ - | \$ - | \$ 157,675 |
| GM Services | \$ 46,768.97 | \$ 46,768.97 | \$ 23,384.48 | \$ 116,922 | \$ 48,172 | \$ 4,014.34 | \$ 48,172 | \$ 4,014.34 | \$ 24,086 | \$ 2,007.17 | \$ 120,430 |
| Lifestyle Services | \$ 37,025.43 | \$ 37,025.43 | \$ - | \$ 74,051 | \$ 38,136 | \$ 3,178.02 | \$ 38,136 | \$ 3,178.02 | \$ - | \$ - | \$ 76,272 |
| **Facility Attendant (Hospitality) Services | \$ 61,447.73 | \$ 106,902.21 | \$ 1.00 | \$ 168,351 | \$ 63,291 | \$ 5,274.26 | \$ 110,109 | \$ 9,175.77 | \$ - | \$ - | \$ 173,400 |
| Pool Services | \$ 10,011.72 | \$ 10,011.72 | \$ 2.00 | \$ 20,025 | \$ 10,312 | \$ 859.34 | \$ 10,312 | \$ 859.34 | \$ - | \$ - | \$ 20,624 |
| Janitorial Services | \$ 31,003.00 | \$ 31,003.00 | \$ 3.00 | \$ 62,009 | \$ 31,933 | \$ 2,661.09 | \$ 31,933 | \$ 2,661.09 | \$ - | \$ - | \$ 63,866 |
| *Aquatics Management (Lifeguards) Services | \$ 46,009.23 | \$ - | \$ 4.00 | \$ 46,013 | \$ 47,390 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 47,390 |
| Administrative (Amenity Management) Services | \$ 18,911.02 | \$ 18,911.02 | \$ 5.00 | \$ 37,827 | \$ 19,478 | \$ 1,623.20 | \$ 19,478 | \$ 1,623.20 | \$ - | \$ - | \$ 38,957 |
| Total | \$ 363,886.33 | \$ 363,331.59 | \$ 41,483.49 | \$ 768,701 | \$ 374,803 | \$ 27,284.45 | \$ 374,232 | \$ 31,185.96 | \$ 42,713 | \$ 4,668.10 | \$ 791,747 |

*Aquatics Management (Lifeguards) Services, Amount based on actual hours, not part of the normal monthly Amount amount. (RE 1 ONLY)

**RE 1 Facilities Attendant = \$61,448 (FY 2023)

**RE 1 Facilities Attendant = \$63,291 (FY 2024)

**RE 2 Facilities Attendant = \$106,902 (FY 2023)

**RE 2 Facilities Attendant = \$110,109 (FY 2024)

***The 2023 Fee Structure is for August 2023 and September 2023 Only

****The 2024 Fee Structure will remain in effect until River Lodge is online, in which case the agreement will default back to FY 2024 approved Fees for RE and RE 2

RE 3 will have it's own agreement for the River Lodge

(Annual Amounts rounded)

D.

RIVERTOWN

RECDD's Pond Service Breakout

Date of report: 7/19/23

Submitted by: Jason Davidson & Kevin McKendree

In the June CDD meeting it was asked that staff acquire pricing specific to Pond Services for the Community. Below you will find a quick snip of information provided. In your packet you will find quotes from vendors specific to your request. Our current provider, Charles Aquatics, will be following the current contract agreement and pricing.

| Vendor | Monthly Service Fee | Stocking of Fish Charge | Fish Barriers Install Charge | Permits included in pricing |
|------------------|---------------------|-------------------------|---|-----------------------------|
| Charles Aquatics | \$ 6,573.00 | \$ 8.00 | 55/sq.ft | Yes |
| Lake Doctors | \$ 7,700.00 | \$ 9.00 | if we purchase the fish, they install the barriers | Yes |



Water Management Agreement

MAS

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) _____

MANAGEMENT COMPANY _____

INVOICING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

***If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Seventy-nine (79) waterways associated with Rivers Edge Community Development District, St. Johns Florida.

Includes a minimum of twelve (12) scheduled inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Includes increased frequency treatment of problem waterways. Customer agrees to provide access to lakes for truck and treatment boat.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

| | |
|--|----------------------------|
| 1. Underwater and Floating Vegetation Control Program | \$ <u>7,700.00 monthly</u> |
| 2. Shoreline Grass and Brush Control Program | \$ <u>INCLUDED</u> |
| 3. Aquatic Management Reporting | \$ <u>INCLUDED</u> |
| 4. Additional Treatments of problem waterways, as required. | \$ <u>INCLUDED</u> |
| 5. Water Quality Testing and Analysis, as needed. | \$ <u>INCLUDED</u> |
| 6. Attendance of meetings by management, as requested. | \$ <u>INCLUDED</u> |
| 7. Assistance with permitting, purchase, stocking of sterile grass carp for biological control | \$ <u>INCLUDED</u> |
| Total of Services Accepted | \$ <u>7,700.00 monthly</u> |

\$7,700.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$7,700.00**, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before August 13, 2023.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed 

MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____

Name _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.

E.

RIVERTOWN

RECDD Audio Speaker Repair Request for Funds

Date of report: 7/19/23

Submitted by: Jason Davidson & Kevin McKendree

While troubleshooting the ground stereo speakers at the RiverHouse pool we found all but one to be operatable. They are original to the facility and corroded beyond repair internally. We did attempt to replace a transformer in one of them in hopes we could replace parts, but the speaker was still non-operational. These will need to be replaced. Included in your packet we have received two quotes for repair. Also, below is a quick snapshot of what the vendors are proposing. This will be a capital expense item and is subject to the Interlocal Agreement.

| Vendor | Price for Repair | Scope | Type of Speaker | Additional Equipment | Warranty |
|-----------------|---|--|--|---|--|
| TMT Electric | \$ 10,285.00 | Replace the existing speakers. | Atlas GSH-G Speakers 70 watt | | 5 Year manufacturer warranty (Material Only) |
| 5 Smooth Stones | \$10,883.30 (Proposal included tax. This is the price minus the tax. | Replace existing speakers. Calibrate amps in equipment rack. Install new surge protector/power conditioner to protect equipment | All weather 70V 360 Degree Speaker with 6 1/2 Sub woofer | Watt Box Power Conditioner, 12 Outlets, Safe Voltage/Disconnect | Not identified in proposal |

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: _____

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: _____
(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]

[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 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: _____

PROPOSAL

TMT Electric, LLC
290 Circle Dr S
Saint Augustine, FL 32084

tmtelectricllc@gmail.com
+1 (904) 315-1248



Rivers Edge CDD 1

Bill to

Rivers Edge CDD 1
475 West Town Place
Suite 114
Saint Augustine, Florida
32092

Product or service

Amount

| | | |
|--|----------------------|-------------|
| 1. Services | 1 unit x \$10,285.00 | \$10,285.00 |
| Location: Riverhouse pool | | |
| Replace eleven non-working Atlas outdoor speakers at Riverhouse pool with new Atlas GSH-G Speaker with base of choice (tall or short!). 5 YEAR MANUFACTURER WARRANTY INCLUDED IN THE PRICE (MATERIAL ONLY) See Attachment for spec.sheet | | |

Total: \$10,285.00

Contact TMT Electric, LLC to pay.



Garden Speaker

GSS-G & GST-G



**GST-G
Tall Base**



**GSS-G
Short Base**

Features

- Downward Firing Speaker Will Not Collect Dust or Condensation
- Rugged Construction Can Support Up To 250 lbs
- Easy Bayonet Attachment of Head Unit To Base, Enables Installation of Base During Excavation and Installation of Head Unit After Landscaping Has Been Completed
- Switch Selectable 70.7V Input or Direct 8Ω Input (Transformer Bypass)
- Easy Conduit Installation in Tall and Short Base With Dedicated Mounting Pads
- Speaker Protected By Triple Layer Grille
- Short Base (GSS-G) has Drill Points for 4" Square, 2-Gang EO Box, or 1-Gang Box Mounting to a Deck or Slab

Application

The Atlas Sound garden speakers, designed for theme parks, hotels, or any architecturally landscaped area, simplify installation and deliver deep, rich sound.

General Description

The speaker is a coaxial 8", polypropylene/kevlar cone with rubber surround, 1.5" voice coil, 21 oz. magnet and a ½" mylar dome tweeter. The Atlas Sound garden speakers are designed to blend into any environment. They are available with two different base models. One model includes a short base for surface mounting and the other has a tall base for in-landscape burial. The two-piece design allows for a two-phase installation. In phase one, the base is installed. Phase two, after initial construction is done, the system contractor can return to install the speaker/transformer. This multiple step process protects the speakers from being damaged during the construction/landscaping process and also eliminates the potential for theft from the construction site. The Garden Speaker base even has a protective cover to keep debris out during construction. Inside the enclosure is a durable 8" coaxial speaker with a great sounding 360-degree horizontal dispersion pattern. The enclosure is made of stable polyethylene, which ensures performance in even the most temperamental and unpredictable climates. The enclosure is available in green finish.

Specifications

| | |
|-----------------------|--|
| Frequency Response | 43Hz – 20kHz (±7dB) |
| Sensitivity (1W / 1M) | 89.5dB (Half Space Reference) |
| Power Handling | 70 Watts RMS |
| Horizontal Dispersion | 360° |
| Speaker | Coaxial 8", Polypropylene / Kevlar Cone with Rubber Surround, ½" Mylar Dome Tweeter, 1½" Voice Coil, 21oz Magnet |
| Transformer | 8, 16, & 32 Watts, with an External Switch for Tap Selection and for Bypassing Transformer |
| Dimensions | |
| Tall Base Width | 17½" (448mm) |
| Tall Base Length | 17½" (448mm) |
| Tall Base Height | 20½" (531mm) |
| Short Base Diameter | 15½" (384mm) |
| Short Base Height | 13½" (334mm) |
| Head Unit Weight | 13.2 lbs (5.99Kg) |
| Short Base Weight | 2.4 lbs (1.09Kg) |
| Tall Base Weight | 6.4 lbs (2.9Kg) |

©2011 Atlas Sound L.P. All rights reserved. Atlas Sound is a trademark of Atlas Sound L.P. All other trademarks are the property of their respective owners. ATSO01386 RevE 7/12

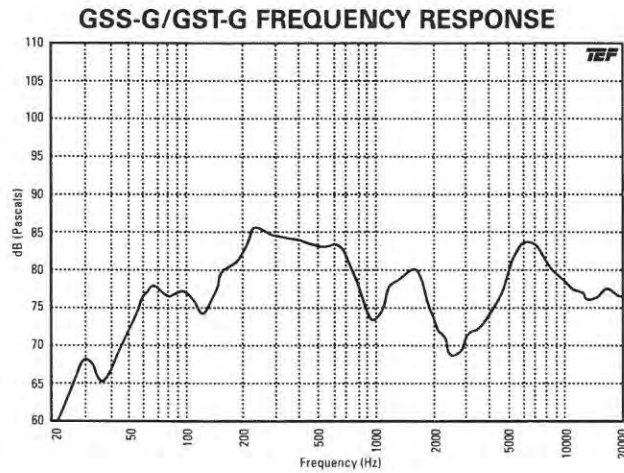


1601 JACK MCKAY BLVD. ENNIS, TEXAS 75119 U.S.A.
TELEPHONE: (800) 876-3333
FAX (800) 765-3435

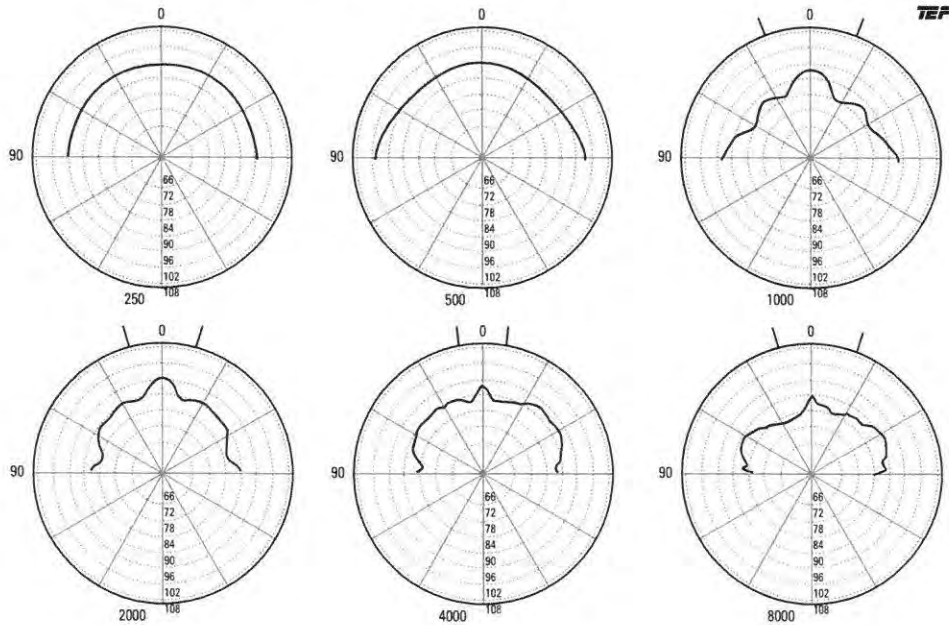
AtlasSound.com 1/2

Architect & Engineer Specifications

The outdoor landscape speaker shall be Atlas Sound Model GSS-G, GST-G or approved equal. The speaker shall have a downward firing 8" coaxial speaker with a 360° degree dispersion pattern. The loudspeaker speaker shall have externally adjustable taps at 8, 16, and 32 watts with a 70.7V input or 8Ω input impedance configuration. The loudspeaker shall have a separate base component so that the landscaping or construction wiring stage can be completed before mounting the loudspeaker/transformer unit. The loudspeaker base shall have conduit mounting positions and access for 4", one or two gang E.O. box attachment (short base model GSS-G only) shall be provided. Anchor holes integral to base platform (tall base model GST-G only) shall be provided.



GSS-G/GST-G POLARS





Amenity Center Audio

A PROPOSAL FOR

Kevin McKendree

kmckendree@vestapropertyservices.com

(904) 607-1038

140 Landing Street
Saint Johns, FL 32259

PREPARED BY CHRIS SMITH



Five Smooth Stones Audio & Video
www.fivesmoothstonesav.com
904-619-7355

5269 Hood Road
Jacksonville, FL 32257
EG-13000396

About Us

Five Smooth Stones Audio Video is a home entertainment and technology systems provider like no other. We have over 20 years of experience designing and installing systems in thousands of homes and businesses all over Florida's First Coast and Orlando.

What do we offer? All the newest and best TVs, surround sound systems, home cinemas, home network and WiFi systems that actually cover your whole home, home music systems, iPhone/iPad control systems, home automation, energy management, interactive "smarter" security systems with mobile device control, and so much more. We tailor our designs to make your home and business the best place on earth for you to live, work or just relax... we believe life is best lived at home.

Our mission is simple: We help make homes safe, smart and fun so your family can live better.

Project Description




Completion of installation contingent on mix amps in equipment rack functioning correctly. If existing amps are found to be damaged, they must be replaced.

Areas & Items

Replacement Speakers

Replace eleven omnidirectional landscape speakers. Calibrate amps in equipment rack. Install new surge protector/power conditioner to protect equipment.

Installation of SPEAKERS ONLY. No other changes made to the system.

| Items | Sell Price | Qty | Total |
|---|------------|-----|------------|
|  Episode ES-AW-360-6-BRN Episode All Weather 70V 360 Degree Speaker with 6 1/2 in woofer | \$677.85 | x11 | \$7,456.35 |
|  Wattbox WB-400-VCE-12 WattBox Power Conditioner,12-Outlets,Safe Voltage/Disconnect,4320J,2 Filter,2 Coax/2Ethnet <i>Surge Protection for existing/new equipment</i> | \$306.95 | x1 | \$306.95 |
|  Labor Professional Installation Services | \$3,120.00 | x1 | \$3,120.00 |

Replacement Speakers Total : \$10,883.30

Financial Summary

| | |
|-------------|-------------|
| Parts | \$7,763.30 |
| Parts Total | \$7,763.30 |
| Labor Total | \$3,120.00 |
| Subtotal | \$10,883.30 |
| Sales Tax | \$504.61 |
| Parts: 6.5% | |

Proposal Total \$11,387.91

Payments

Payment Schedule

Prepaid in Advance.

PAYMENT REQUESTS

F.

Rivers Edge III Community Development District

FY2023 Funding Request #37
11-Jul-23

| Vendor | Amount |
|---|-------------------------|
| 1 Charles Aquatics | |
| July Lake Maintenance Inv #48470 7/1/23 | \$ 1,170.00 |
| 2 Governmental Management Services | |
| July Invoice Inv #40 7/1/23 | \$ 2,932.15 |
| 3 Kilinski Van Wyk | |
| May General Counsel Inv #6819 6/14/23 | \$ 2,043.38 |
| 4 Rivers Edge CDD | |
| CS Landscape July 2023 Inv #CS-2023-JUL 7/1/23 | \$ 14,940.50 |
| CS Amenity July 2023 Inv #CS-2023-JUL 7/1/23 | \$ 26,379.92 |
| 5 Rivers Edge CDD II | |
| CS Amenity July 2023 Inv #CS-2023-JUL 7/1/23 | \$ 11,569.92 |
| 6 VGlobalTech | |
| ADA Website Maintenance Inv #5166 6/30/23 | \$ 400.00 |
| 7 Yellowstone Landscape Maintenance | |
| Mulch & Pine Straw Inv #324214 6/22/23 | \$ 14,477.66 |
| July Landscape Maintenance Inv #JAX 554833 7/1/23 | \$ 26,914.95 |
| Total Amount Due | \$ 100,828.48 |

Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary

Charles Aquatics, Inc.

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

Invoice

| | |
|----------|-----------|
| Date | Invoice # |
| 7/1/2023 | 48470 |

| |
|-----------|
| Due Date |
| 7/31/2023 |

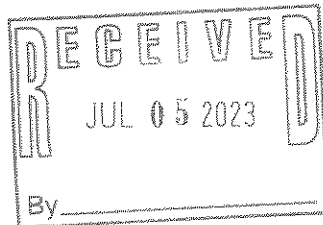
| |
|---|
| Bill To |
| Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092 |

| |
|----------|
| Vendor # |
| |

| Qty | Description | Rate | Amount |
|-----|--|--------|--------|
| 1 | Monthly Aquatic Management Services for 5 ponds - 1 pond at Main Street Phase 2 and 6 ponds at The Haven | 766.00 | 766.00 |
| 1 | Monthly Aquatic Management Services for 4 ponds at the Settlement | 404.00 | 404.00 |

Approved RECDD I
 Submitted to AP on 7-3-2023
 by Jason Davidson

Jason Davidson

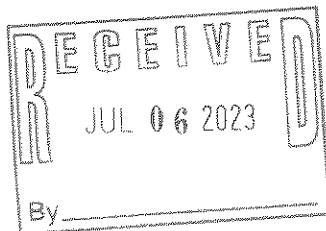


Thank you so much for your business!

Balance Due \$1,170.00

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**
Invoice #: 40
Invoice Date: 7/1/23
Due Date: 7/1/23
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 - July 2023 | | 2,333.33 | 2,333.33 |
| Website Administration - July 2023 | | 150.00 | 150.00 |
| Information Technology - July 2023 | | 100.00 | 100.00 |
| Dissemination Agent Services - July 2023 | | 291.67 | 291.67 |
| Office Supplies | | 0.15 | 0.15 |
| Postage | | 3.00 | 3.00 |
| Copies | | 54.00 | 54.00 |



| | |
|-------------------------|-------------------|
| Total | \$2,932.15 |
| Payments/Credits | \$0.00 |
| Balance Due | \$2,932.15 |



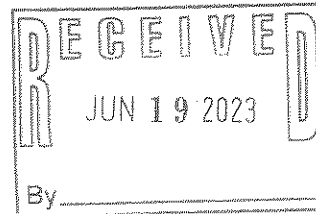
INVOICE

KILINSKI | VAN WYK

Invoice # 6819
Date: 06/14/2023
Due On: 07/14/2023

Kilinski | Van Wyk, 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

| Type | Professional | Date | Notes | Quantity | Rate | Total |
|---------|--------------|------------|---|----------|----------|----------|
| Service | MG | 05/03/2023 | Revise budget approval resolution. | 0.10 | \$175.00 | \$17.50 |
| Service | LG | 05/08/2023 | Finalize and send budget resolution. | 0.20 | \$315.00 | \$63.00 |
| Service | MG | 05/08/2023 | Revise budget approval resolution. | 0.20 | \$175.00 | \$35.00 |
| Service | JK | 05/08/2023 | Confer re: interlocal agreement and budget impacts to same with McGaffney; provide historical information on same | 0.20 | \$315.00 | \$63.00 |
| Service | GK | 05/08/2023 | Review Florida Statutes Section 189.069 and District website for compliance with the same. | 0.40 | \$275.00 | \$110.00 |
| Service | MG | 05/09/2023 | Prepare addendums for The Settlement with Charles Aquatics and Yellowstone. | 0.20 | \$175.00 | \$35.00 |
| Service | LG | 05/09/2023 | Confer with District Manager regarding new amenity facilities. | 0.20 | \$315.00 | \$63.00 |
| Service | JK | 05/10/2023 | Review/edit budget documents and interlocal agreement review with McGaffney and provide summary of same | 0.20 | \$315.00 | \$63.00 |
| Service | JK | 05/11/2023 | Review deed and transmit for signatures for FDOT | 0.10 | \$315.00 | \$31.50 |
| Service | JK | 05/15/2023 | Confer with district manager re: cafe operations and interlocal share | 0.20 | \$315.00 | \$63.00 |
| Service | LG | 05/15/2023 | Analyze terms of interlocal funding agreement. | 0.10 | \$315.00 | \$31.50 |

| | | | | | | |
|---------|-----|------------|--|--------------|----------|-------------------|
| Service | LG | 05/17/2023 | Prepare for and attend Board meeting; research available bond capacity. | 2.90 | \$315.00 | \$913.50 |
| Expense | AL | 05/17/2023 | Mileage: Travel | 119.40 | \$0.625 | \$74.63 |
| Expense | AL | 05/17/2023 | Hotel: Travel | 1.00 | \$80.80 | \$80.80 |
| Expense | AL | 05/17/2023 | Meals: Travel | 1.00 | \$7.45 | \$7.45 |
| Service | MG | 05/22/2023 | Prepare budget published notice and budget/assessment resolutions; prepare notice of meeting. | 0.90 | \$175.00 | \$157.50 |
| Service | MG | 05/23/2023 | Revise and finalize assessment resolution. | 0.20 | \$175.00 | \$35.00 |
| Service | LG | 05/23/2023 | Review notices for publication. | 0.20 | \$315.00 | \$63.00 |
| Service | JK | 05/31/2023 | Conference call re: current construction account and financing options for project improvements | 0.20 | \$315.00 | \$63.00 |
| Service | RVW | 05/31/2023 | Review final legislative activities for impacts on special districts. Draft final legislative summary for Board. | 0.20 | \$365.00 | \$73.00 |
| | | | | Total | | \$2,043.38 |

Detailed Statement of Account

Other Invoices

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 6705 | 06/21/2023 | \$2,045.44 | \$0.00 | \$2,045.44 |

Current Invoice

| Invoice Number | Due On | Amount Due | Payments Received | Balance Due |
|---------------------------------|------------|------------|-------------------|-------------------|
| 6819 | 07/14/2023 | \$2,043.38 | \$0.00 | \$2,043.38 |
| Outstanding Balance | | | | \$4,088.82 |
| Total Amount Outstanding | | | | \$4,088.82 |

Please make all amounts payable to: Kilinski | Van Wyk, PLLC

Please pay within 30 days.

Rivers Edge CDD

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

INVOICE

DATE: 7/1/23
INVOICE # CS-2023-JUL

Bill To:

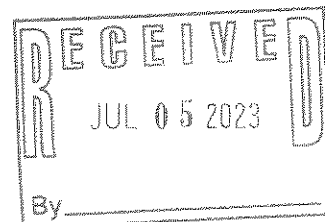
Rivers Edge III CDD
475 West Town Place, Suite 114
St. Augustine FL 32092

| DESCRIPTION | AMOUNT |
|---|---------------------|
| Cost Share-Landscaping for July 2023 | \$ 14,940.50 |
| Cost Share- RiverTown Amenity for July 2023 | \$ 26,379.92 |
| TOTAL | \$ 41,320.42 |

Make check payable to:

Rivers Edge CDD
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

THANK YOU FOR YOUR BUSINESS!



Rivers Edge II CDD

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

INVOICE

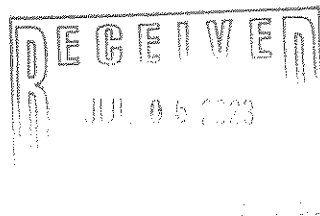
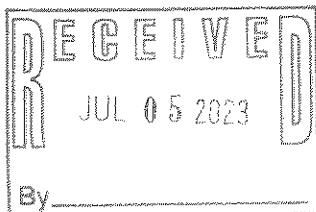
DATE: 7/1/23
INVOICE # CS-2023-JUL

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

| DESCRIPTION | AMOUNT |
|---|---------------------|
| Cost Share- RiverTown Amenity for July 2023 | \$ 11,569.92 |
| TOTAL | \$ 11,569.92 |

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

THANK YOU FOR YOUR BUSINESS!



VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com



INVOICE

BILL TO

Rivers Edge III CDD
219 E. Livingston Street
Orlando, FL 32801
United States

INVOICE # 5166
DATE 06/30/2023
DUE DATE 06/30/2023
TERMS Due on receipt

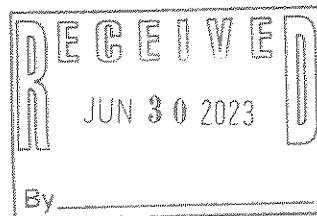
| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------|---|-----|--------|--------|
| | Web Maintenance:ADA Website Maintenance Ongoing website maintenance for ADA and WCAG Compliance | 1 | 400.00 | 400.00 |

Invoice for Quarter 2 ADA Audit.

BALANCE DUE

\$400.00

Please make check payable to VGlobalTech.





Proposal #324214

Date: 06/22/2023

From: Michael Scuncio

Proposal For

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town Pl Suite 114
Saint Augustine, FL 32092

main: 904-679-5523
mobile:
j davidson@vestapropertyservices.com

Location

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

Property Name: Rivers Edge CDD III

2023 Extra Mulch

Terms: Net 30

Table with 3 columns: DESCRIPTION, QUANTITY, AMOUNT. Rows include Brown Mulch (128.00, \$6,400.00) and Pine Straw (1102.00, \$8,077.66).

Client Notes

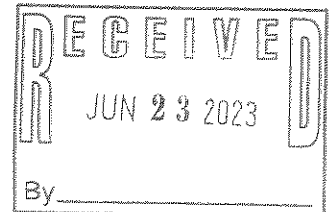
Yellowstone will install mulch to at areas that were not mulched last mulching season and were new to contract

Table with 2 columns: Description, Amount. Includes Signature of Jason Davidson, SUBTOTAL (\$14,477.66), SALES TAX (\$0.00), and TOTAL (\$14,477.66).

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year.

Contact
Print Name:
Title:
Date:

Assigned To
Michael Scuncio
Office:
m scuncio@yellowstonelandscape.com





INVOICE

| INVOICE # | INVOICE DATE |
|------------|--------------|
| JAX 554833 | 7/1/2023 |
| TERMS | PO NUMBER |
| Net 30 | |

Bill To:

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town PI Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: July 31, 2023

Invoice Amount: \$26,914.95

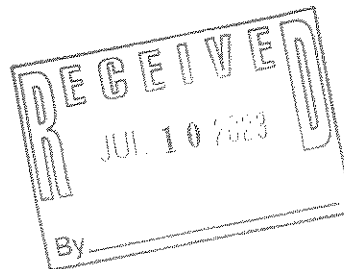
| Description | Current Amount |
|---|----------------|
| Monthly Landscape Maintenance July 2023 | \$26,914.95 |

Approved RECDD III
Submitted to AP on 7-10-2023
by Jason Davidson

Jason Davidson

Invoice Total \$26,914.95

IN COMMERCIAL LANDSCAPING



Should you have any questions or inquiries please call (386) 437-6211.