

*Rivers Edge III
Community Development District*

September 20, 2023

AGENDA

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

September 13, 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, September 20, 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 August 16, 2023 Board of Supervisors Meeting
 - B. Financial Statements as of July 31, 2023
 - C. Check Register
- IV. Business Items
 - A. Ratification of Addendum to Yellowstone Agreement for Storm Clean Up Services
 - B. Ratification of Agreement with J&J Aquatics for Interim Pond Maintenance Services
 - C. Proposals for Pond Maintenance Services
 1. Aquagenix
 2. J&J
 3. Lake Doctors
 4. Solitude
 5. Florida Waterways
 - D. Fiscal Year 2024 Meeting Schedule
 - E. Discussion of Policy for Aged Invoices

- F. Discussion of Holiday Lighting
- V. Staff Reports
 - A. Landscape Maintenance – Report
 - B. District Engineer – Update on Storm Inlet Repairs
 - C. District Counsel
 - D. District Manager
 - E. General Manager – Monthly Operations Report
- VI. Other Business
- VII. Supervisor Requests
- VIII. Audience Comments
- IX. Next Scheduled Meeting – October 18, 2023 at 9:00 a.m. at the RiverHouse
- 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, August 16, 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
Adam Davis	Supervisor
Amber King	Supervisor

Also present were:

Howard McGaffney	District Manager
Jennifer Kilinski	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	General Manager
Mike Scuncio	Yellowstone Landscape
Garrett Cannady	Yellowstone Landscape
Corey Roberts	Kilinski Van Wyk

The following is a summary of the discussions and actions taken at the August 16, 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

Chris Nemon stated that there is no parking for automobiles at the dog park.

Mr. Smith stated that only golf cart parking was planned.

Chris Nemon suggested car parking be considered.

A resident asked if the roads will be paved in the near future.

Mr. Smith responded that the County requirements are 90% of the houses must be closed and 26 months before it can be done. That date will be coming up this fall.

A resident commented that the ponds are getting bad and asked if anything is being done. She also commented that when the grass is being cut every two or three weeks what's going in the overflow is pushing all of the debris into the sewers.

Mr. McGaffney stated that the ponds will be covered under Mr. Davidson's report.

THIRD ORDER OF BUSINESS Business Items

A. Public Hearing for the Purpose of Adopting the Fiscal Year 2024 Budget and Imposing Special Assessments

Mr. McGaffney noted that there is no increase in the on-roll assessments for Fiscal Year 2024 and the developer contributions will cover the increases in the budget. The largest portion of the increase is due to the development of the River Lodge. Other increases in the budget are related to district management and insurance.

Supervisor King joined the meeting at this time.

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

There being no public comments related to CDD 3, a motion to close the public hearing followed.

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

1. Consideration of Resolution 2023-11, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2024

Ms. Kilinski stated that Resolution 2023-11 formally adopts the budget.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2023-11, relating to annual appropriations and adopting the budget for Fiscal Year 2024 was approved.

2. Consideration of Resolution 2023-12, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2024

Ms. Kilinski stated that Resolution 2023-12 levies the assessment securing the funding for the budget just adopted.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor Resolution 2023-12, imposing special assessments and certifying an assessment roll for Fiscal Year 2024 was approved.

3. Developer Funding Agreement for Fiscal Year 2024

Ms. Kilinski stated that there is a deficit funding arrangement in place to keep the assessments level from last year. This agreement provides that the landowner recognizes there is a deficit funding arrangement where the District will request money as needed and the developer agrees to make those payments.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the developer funding agreement for Fiscal Year 2024 was approved.

B. Acquisition of Mainstreet Phase 3 & 4 and the Dog Park

Ms. Kilinski stated that her firm is continuing to work through the supplemental documents that will go along with the acquisition package. She asked for approval of the documents in substantial form with the Chair authorized to execute the documents once the engineer's certificate is realized and the documents are finalized.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the acquisition documents for Mainstreet Phase 3 & 4 and the dog park were approved in substantial form with the Chair authorized to execute the final documents.

C. Proposal from Yellowstone for Addition of Mainstreet 3 & 4 and the Dog Park

Mr. McGaffney informed the Board that the General Manager obtained proposals for this item and the next item in anticipation of the CDD's acquisition of the areas. He also noted these areas have been factored into the landscaping budget for Fiscal Year 2024. The maintenance cost will be shared by all three districts. A copy of the proposal from Yellowstone totaling \$65,976 per year was included in the agenda package for the Board's review.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the proposal from Yellowstone for maintenance of the Mainstreet 3 & 4 and dog park areas was approved with staff

directed to draft an addendum to Yellowstone’s agreement and the Chair authorized to execute the addendum.

D. Proposal from Charles Aquatics for Pond FFF

A copy of the proposal from Charles Aquatics totaling \$225 per month for maintenance of Pond FFF was included in the agenda package for the Board’s review.

Mr. Smith asked why this proposal would be approved if the District is considering changing aquatic management providers.

Mr. McGaffney responded that the pond will still need to be maintained until the provider can be changed, which could take 60-90 days.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the proposal from Charles Aquatics for Pond FFF was approved.

E. Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2024

Mr. McGaffney presented a meeting schedule which would schedule both Rivers Edge II and Rivers Edge III meetings at 9:00 a.m. with one to follow immediately upon adjournment of the other to avoid the delay between meetings. The schedule contains monthly meetings on the third Wednesday of each month, with exception to November.

With Mr. Smith and Mr. McGaffney not available in July, that meeting will be removed from the meeting schedule.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the Fiscal Year 2024 meeting schedule was approved as revised.

FOURTH ORDER OF BUSINESS **Approval of Consent Agenda**

- A. Minutes of the July 19, 2023 Board of Supervisors Meeting**
- B. Financial Statements as of June 30, 2023**
- C. Check Register**

Copies of the minutes, the financial statements and the check register totaling \$144,104 were included in the agenda package for the Board’s review.

Mr. Thomas asked what the \$214,556 labeled custody is for.

Mr. McGaffney responded that he would get clarification on what those funds are earmarked for.

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

FIFTH ORDER OF BUSINESS

Staff Reports

A. 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.

Mr. Thomas informed Mr. Scuncio that there is a busted irrigation head on the culvert crossing in between lakes one and lakes two.

B. District Engineer

Mr. Stilwell informed the Board that he spoke to DOT and the District is close to getting the permit for the roundabout. He is still waiting for the stop signs for Main Street and Kendall Crossing to come in. Once they’re in, the striping can be coordinated.

C. District Counsel

There being nothing to report, the next item followed.

D. District Manager

There being nothing to report, the next item followed.

E. General Manager - Monthly Operations Report

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

Mr. Davidson stated that after the last meeting a deficiency letter was sent to Charles Aquatics. They have responded objecting to the deficiencies. The staff and board have received many complaints from the residents on the conditions of the ponds. Mr. Davidson has already begun the process of obtaining proposals from other aquatic maintenance providers.

Mr. Smith asked if there will be an initial fee to get the ponds in an acceptable condition.

Mr. Davidson responded that he would get the answer to that question.

Mr. Smith stated that he wants to make sure the vendors that provide proposals have enough employees and can provide what the community needs.

Ms. Kilinski noted an RFP will be needed due to the amount of the contract for all three districts being over the threshold.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor authorizing the Chair to work with District staff to issue a request for proposals for pond maintenance services was approved.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Smith stated that he has a conflict with the February and March meeting dates.

Mr. McGaffney stated that the meeting dates can be changed as they get closer if quorum becomes an issue.

SEVENTH ORDER OF BUSINESS

Supervisor Requests

There being no further requests, the next item followed.

EIGHTH ORDER OF BUSINESS

Audience Comments

Resident Anderson commented she is not able to hear the conversation amongst the board and staff clearly.

Mr. McGaffney stated that staff will get direction from the three Boards on whether they want to invest in a microphone system.

Sheila Caballeo asked if there is going to be any accountability from the current pond maintenance provider on the state that the ponds are currently in if there is a large cost involved to get them back into an acceptable condition.

Mr. McGaffney responded that the deficiency letter is the first step in attempting to get that accountability, however the response from the vendor was lacking. A follow up letter will be sent, and an onsite meeting will be scheduled. If appropriate action is not taken, payment for invoices will be held.

Resident Donna stated that there is a severe algae problem in the pond near her home, but the large amounts of grass being dumped into the pond is exasperating the problem.

Mr. McGaffney stated that grass being blown into the pond is a contributing factor and will be addressed.

A resident stated that because the ponds are in such bad condition, it's causing residents to have severe amounts of bugs on their lots.

Resident Grace stated that she put in a proposal for a free shared library.

Mr. Davidson stated that he would speak with her after the meeting.

A resident commented on fights and other things happening at the RiverClub and RiverHouse and stated that she thinks there needs to be more adult supervision.

Mr. McGaffney stated that law enforcement was involved in many of these cases.

NINTH ORDER OF BUSINESS

Next Scheduled Meeting – September 20, 2023 at 9:00 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.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Rivers Edge III

Community Development District

Unaudited Financial Reporting
July 31, 2023



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

	<u>Governmental Fund Types</u>			Totals (Memorandum Only)
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
Assets:				
Cash	\$241,344	---	---	\$241,344
Due From Other	\$5,387	---	---	\$5,387
Custody	\$215,223	---	---	\$215,223
Investment - SBA	\$1,093	---	---	\$1,093
<u>Series 2021</u>				
Reserve	---	\$275,400	---	\$275,400
Revenue	---	\$194,226	---	\$194,226
Capital Interest	---	\$3,350	---	\$3,350
Acquisition & Construction	---	---	\$3,416	\$3,416
Utility Deposits	\$1,890	---	---	\$1,890
Prepaid Expenses	\$4,375	---	---	\$4,375
Total Assets	\$469,311	\$472,976	\$3,416	\$945,703
Liabilities:				
Accounts Payable	\$123,201	---	---	\$123,201
Fund Balances:				
Nonspendable	\$6,265	---	---	\$6,265
Restricted for Debt Service	---	\$472,976	---	\$472,976
Restricted for Capital Projects	---	---	\$3,416	\$3,416
Unassigned	\$339,845	---	---	\$339,845
Total Liabilities and Fund Equity	\$469,311	\$472,976	\$3,416	\$945,703

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

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/23	ACTUAL THRU 7/31/23	VARIANCE
Revenues:				
Developer Contrubutions	\$595,511	\$595,511	\$879,220	\$283,709
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	\$4,280	\$4,280
Total Revenues	\$955,411	\$955,411	\$1,244,105	\$288,694

Expenditures

Administrative

Engineering	\$5,000	\$4,167	\$3,007	\$1,160
Arbitrage	\$600	\$500	\$0	\$500
Dissemination Agent	\$3,500	\$2,917	\$2,917	\$0
Attorney	\$25,000	\$20,833	\$18,219	\$2,614
Trustee Fees	\$4,000	\$4,000	\$5,894	(\$1,894)
Management Fees	\$28,000	\$23,333	\$23,333	\$0
Annual Audit	\$5,800	\$5,800	\$5,000	\$800
Assessment Administration	\$5,000	\$5,000	\$5,000	\$0
Information Technology	\$1,200	\$1,000	\$1,000	\$0
Website Administration	\$1,800	\$1,500	\$1,500	\$0
Telephone	\$150	\$125	\$48	\$77
Postage	\$250	\$208	\$77	\$132
Printing & Binding	\$1,000	\$833	\$367	\$466
Insurance	\$5,822	\$5,822	\$7,614	(\$1,792)
Legal Advertising	\$1,500	\$1,250	\$866	\$384
Other Current Charges	\$800	\$800	\$1,200	(\$400)
Office Supplies	\$150	\$125	\$7	\$118
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$89,747	\$78,389	\$76,224	\$2,165

Grounds Maintenance

Landscape Maintenance	\$201,455	\$201,455	\$270,353	(\$68,898)
Landscape Contingency	\$0	\$0	\$88,773	(\$88,773)
Irrigation Repairs	\$0	\$0	\$13,460	(\$13,460)
Lake Maintenance	\$7,000	\$7,000	\$9,921	(\$2,921)

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

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/23	ACTUAL THRU 7/31/23	VARIANCE
Electric	\$1,500	\$1,250	\$281	\$969
Sewer/Water/Irrigation	\$13,800	\$11,500	\$4,310	\$7,190
Cost Share Landscaping- Rivers Edge	\$179,286	\$149,405	\$149,405	\$0
Repair & Replacements	\$7,225	\$7,225	\$25,461	(\$18,236)
Total Field Operations	\$410,266	\$377,835	\$561,964	(\$184,129)
<i>Amenity Center</i>				
Insurance	\$0	\$0	\$3,757	(\$3,757)
Cost Share Amenity- Rivers Edge	\$316,559	\$263,799	\$263,799	(\$0)
Cost Share Amenity- Rivers Edge II	\$138,839	\$115,699	\$115,699	(\$0)
Total Field Operations	\$455,398	\$379,498	\$383,255	(\$3,757)
Total Expenditures	\$955,411	\$835,722	\$1,021,443	(\$185,721)
Excess Revenues/Expenses	\$0		\$222,662	
Net Change in Fund Balance	\$0		\$222,662	
Fund Balance - Beginning	\$0		\$123,449	
Fund Balance - Ending	\$0		\$346,110	

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	\$94,044	\$0	\$0	\$0	\$879,220
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	\$669	\$672	\$0	\$0	\$4,280
Total Revenues	\$43,464	\$140,888	\$140,939	\$231,891	\$228,001	\$99,723	\$117,498	\$146,316	\$94,713	\$672	\$0	\$0	\$1,244,105
Expenditures:													
<u>Administrative</u>													
Engineering	\$235	\$293	\$249	\$235	\$265	\$233	\$378	\$0	\$1,118	\$0	\$0	\$0	\$3,007
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$2,917
Attorney	\$2,140	\$1,807	\$1,942	\$1,896	\$2,306	\$2,230	\$2,045	\$2,043	\$1,811	\$0	\$0	\$0	\$18,219
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	\$2,333	\$2,333	\$0	\$0	\$23,333
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	\$100	\$100	\$0	\$0	\$1,000
Website Administration	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$0	\$0	\$1,500
Telephone	\$23	\$21	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$48
Postage	\$3	\$3	\$46	\$6	\$5	\$0	\$3	\$5	\$3	\$3	\$0	\$0	\$77
Printing & Binding	\$96	\$66	\$24	\$12	\$10	\$19	\$9	\$13	\$64	\$54	\$0	\$0	\$367
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	\$565	\$0	\$0	\$0	\$866
Other Current Charges	\$0	\$0	\$0	\$400	\$0	\$400	\$0	\$0	\$400	\$0	\$0	\$0	\$1,200
Office Supplies	\$3	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7
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	\$8,643	\$6,836	\$2,932	\$0	\$0	\$76,224
<u>Grounds Maintenance</u>													
Landscape Maintenance	\$26,915	\$26,915	\$27,516	\$27,516	\$26,915	\$26,915	\$26,915	\$26,915	\$26,915	\$26,915	\$0	\$0	\$270,353
Landscape Contingency	\$1,980	\$1,829	\$4,920	\$0	\$0	\$10,903	\$0	\$53,240	\$14,478	\$1,425	\$0	\$0	\$88,773
Irrigation Repairs	\$2,994	\$340	\$309	\$2,544	\$2,046	\$593	\$2,367	\$0	\$1,078	\$1,188	\$0	\$0	\$13,460
Lake Maintenance	\$766	\$766	\$1,815	\$766	\$766	\$766	\$766	\$1,170	\$1,170	\$1,170	\$0	\$0	\$9,921
Electric	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$0	\$0	\$281
Sewer /Water/Irrigation	\$171	\$693	\$532	\$213	\$364	\$346	\$312	\$372	\$597	\$710	\$0	\$0	\$4,310
Cost Share Landscaping- Rivers Edge	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$0	\$0	\$149,405
Repair & Replacements	\$0	\$0	\$18,399	\$572	\$4,607	\$12	\$0	\$572	\$0	\$1,300	\$0	\$0	\$25,461
Total Grounds Maintenance	\$47,794	\$45,511	\$68,460	\$46,008	\$45,059	\$54,491	\$45,329	\$96,666	\$59,206	\$46,376	\$0	\$0	\$561,964
<u>Amenity Center</u>													
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	\$26,380	\$26,380	\$0	\$0	\$263,799
Cost Share Amenity- Rivers Edge II	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$0	\$0	\$115,699
Total Amenity Center	\$37,950	\$37,950	\$37,950	\$41,093	\$37,950	\$38,564	\$37,950	\$37,950	\$37,950	\$37,950	\$0	\$0	\$383,255
Total Expenditures	\$106,397	\$88,528	\$111,547	\$92,525	\$90,970	\$101,316	\$88,590	\$143,258	\$103,992	\$87,258	\$0	\$0	\$1,021,443
Excess Revenues (Expenditures)	(62,933)	52,360	29,392	139,366	137,031	(1,593)	28,908	3,058	(9,279)	(86,587)	0	0	222,662

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

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/23	ACTUAL THRU 7/31/23	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	\$18,272	\$16,772
Total Revenues	\$552,294	\$552,294	\$569,552	\$17,258
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	\$18,502	\$17,258
Net Change in Fund Balance	\$1,244	\$1,244	\$18,502	\$17,258
Fund Balance - Beginning	\$183,222		\$454,474	
Fund Balance - Ending	\$184,466		\$472,976	

Reserve	\$275,400
Revenue	\$194,226
Capitalized Interest	\$3,350
	\$472,976
	\$472,976

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

Description	SERIES 2021
Revenues:	
Interest Income	\$111
Bond Proceeds	\$0
Total Revenues	\$111
Expenditures:	
Capital Outlay	\$0
Cost of Issuance	\$0
Underwriters Discount	\$0
Total Expenditures	\$0
Excess Revenues (Expenditures)	\$111
Other Sources & Uses:	
Transfer In/ (Out)	\$0
Total Other Sources & Uses	\$0
Net Change in Fund Balance	\$111
Fund Balance - Beginning	\$3,305
Fund Balance - Ending	\$3,416

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
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

**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
36	6/12/23	7.05/23	\$94,044.04	\$0.00	\$94,044.04	\$0.00
Total				\$38,894.13	\$879,219.76	\$0.00

Total Developer Contributions \$879,219.76

C.

Rivers Edge III

Community Development District

Check Run Summary

July 31, 2023

Fund	Date	Check No.	Amount
General Fund	7/7/23	318-326	\$ 94,615.61
Total			\$ 94,615.61

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/07/23	00010	6/01/23	48226	202306	320	57200	46800		JUN LAKE MAINTENANCE	*	1,170.00		
									CHARLES AQUATICS INC			1,170.00	000318
7/07/23	00003	6/01/23	39	202306	310	51300	34000		JUN MANAGEMENT FEES	*	2,333.33		
		6/01/23	39	202306	310	51300	35100		JUN WEBSITE ADMIN	*	150.00		
		6/01/23	39	202306	310	51300	35100		JUN INFORMATION TECH	*	100.00		
		6/01/23	39	202306	310	51300	32400		JUN DISSEMINATION SERVICE	*	291.67		
		6/01/23	39	202306	310	51300	51000		OFFICE SUPPLIES	*	.15		
		6/01/23	39	202306	310	51300	42000		POSTAGE	*	3.00		
		6/01/23	39	202306	310	51300	42500		COPIES	*	63.90		
									GOVERNMENTAL MANAGEMENT SERVICES			2,942.05	000319
7/07/23	00031	1/17/23	2474	202301	320	57200	60000		ACCESS CARDS	*	571.57		
									INTEGRATED ACCESS SOLUTIONS			571.57	000320
7/07/23	00013	5/22/23	6705	202304	310	51300	31500		APR GENERAL COUNSEL	*	2,045.44		
									KILINSKI VAN WYK			2,045.44	000321
7/07/23	00011	6/01/23	CS-2023-	202306	320	57200	49100		CS LANDSCAPE JUNE 2023	*	14,940.50		
		6/01/23	CS-2023-	202306	320	57200	49200		CS AMENITY JUNE 2023	*	26,379.92		
									RIVERS EDGE CDD			41,320.42	000322
7/07/23	00019	6/01/23	CS-2023-	202306	300	20700	10100		CS AMENITY JUNE 2023	*	11,569.92		
									RIVERS EDGE II CDD			11,569.92	000323
7/07/23	00020	5/25/23	6935273	202305	310	51300	32300		FY23 TRUSTEE FEES	*	1,562.50		
		5/25/23	6935273	202305	300	15500	10000		FY24 TRUSTEE FEES	*	2,187.50		
		5/25/23	6935273	202305	310	51300	32300		INCIDENTAL EXPENSES	*	290.63		
									U.S. BANK			4,040.63	000324

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/07/23	00020	5/30/23	6938125	202305 310-51300-32300	FY23 TRUSTEE FEES	*	1,562.50		
		5/30/23	6938125	202305 300-15500-10000	FY24 TRUSTEE FEES	*	2,187.50		
		5/30/23	6938125	202305 310-51300-32300	INCIDENTAL EXPENSES	*	290.63		
								4,040.63	000325
----- U.S. BANK -----									
7/07/23	00028	6/01/23	JAX53846	202306 320-57200-46100	JUN LANDSCAPE MAINTENANCE	*	26,914.95		
								26,914.95	000326
----- YELLOWSTONE LANDSCAPE -----									
TOTAL FOR BANK A							94,615.61		
TOTAL FOR REGISTER							94,615.61		

Charles Aquatics, Inc.

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

Invoice

Date	Invoice #
6/1/2023	48226

Due Date
7/1/2023

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	766.00	766.00
1	Monthly Aquatic Management Services for 4 ponds at the Settlement	404.00	404.00

Approved RECDD III
Submitted to AP on 6-1-2023
by Jason Davidson
Jason Davidson
1-32-572-468
10

RECEIVED
JUN 01 2023
By _____

Thank you so much for your business!

Balance Due

\$1,170.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 39
Invoice Date: 6/1/23
Due Date: 6/1/23
Case:
P.O. Number:

Bill To:

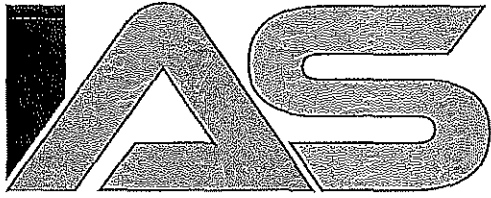
Rivers Edge III CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - June 2023 1.31.513.34		2,333.33	2,333.33
Website Administration - June 2023 1.31.513.351		150.00	150.00
Information Technology - June 2023 1.31.513.351		100.00	100.00
Dissemination Agent Services - June 2023 1.31.513.324		291.67	291.67
Office Supplies 1.31.513.51		0.15	0.15
Postage 1.31.513.412		3.00	3.00
Copies 1.31.513.425		63.90	63.90

3

RECEIVED
JUN 02 2023
BY: _____

Total	\$2,942.05
Payments/Credits	\$0.00
Balance Due	\$2,942.05



Integrated Access Solutions
INTEGRATION THAT WORKS FOR YOU

Integrated Access Solutions
(904)894-8114
2227 Crystal Cove Dr
Green Cove Springs, FL 32043
United States

Billed To
Rivers Edge CDD (Rivertown)
475 West Town Place
ste. 114
St. Augustine Fl. 32092

Date of Issue
01/17/2023

Due Date
01/17/2023

Invoice Number
0002474

Amount Due (USD)
\$1,575.00

1,330.572.457

Description	Rate	Qty	Line Total
Prox Cards With Rivertown Logo Dropped off key cards. Sn-32701-32900	\$6.30	250	\$1,575.00

Subtotal 1,575.00

Tax 0.00

Total 1,575.00

Amount Paid 0.00

Amount Due (USD) \$1,575.00

Approved Cost Shared
Submitted to AP on 5-3-2023
by Jason Davidson

Jason Davidson

RECDD I - \$517.07
RECDD II - \$486.36
RECDD III - \$571.57

1,32,572.60
31

RECEIVED
MAY 03 2023
BY: _____



KILINSKI | VAN WYK

Kilinski | Van Wyk, PLLC

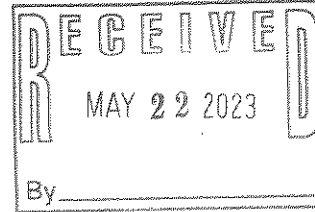
P.O. Box 6386
Tallahassee, Florida 32314
United States

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

RE3CDD-01

INVOICE

Invoice # 6705
Date: 05/22/2023
Due On: 06/21/2023



River's Edge III - General Counsel

1-31-513-315
13

Type	Professional	Date	Notes	Quantity	Rate	Total
Expense	AL	04/03/2023	Rental Car Expenses: Rental car expense for Lauren to attend board meeting.	1.00	\$19.60	\$19.60
Expense	AL	04/03/2023	Hotel: Hotel for Lauren to attend meeting.	1.00	\$37.34	\$37.34
Service	LG	04/05/2023	Review draft agenda.	0.20	\$310.00	\$62.00
Service	JK	04/06/2023	Confer with landowner counsel re: conveyance of real property for SR13 roundabout project; review FDOT documentation and O&E report; provide comments to same	0.60	\$315.00	\$189.00
Service	JK	04/11/2023	Conference call re: property acquisition and transfer documentation; coordinate staff call on turnover for same	0.20	\$315.00	\$63.00
Service	JK	04/12/2023	Confer with DM re: cost share for Settlement parcels; transmit FDOT deed for meeting files; confer re: status of budget review/allocation	0.20	\$315.00	\$63.00
Service	JK	04/13/2023	Conference call with Stilwell and district management on due diligence tracking	0.20	\$295.00	\$59.00
Service	LG	04/17/2023	Finalize SR13 roundabout contract documents and send for signature; prepare for Board meeting; prepare form of field operations agreement.	1.70	\$310.00	\$527.00
Service	MG	04/19/2023	Review meeting notes	0.20	\$175.00	\$35.00

Service	MG	04/19/2023	Draft addendum to landscape agreement with Yellowstone for Settlement; draft addendum to agreement with Charles Aquatics for Settlement	0.90	\$175.00	\$157.50
Service	LG	04/19/2023	Travel to and attend Board meeting.	1.90	\$310.00	\$589.00
Service	JK	04/20/2023	Field call from district manager re: policies; review inquires on historical information on same; confer re: cafe operations	0.20	\$315.00	\$63.00
Service	MG	04/21/2023	Prepare budget approval resolution	0.20	\$175.00	\$35.00
Service	RVW	04/30/2023	Research legislative bills impacting special districts and provide newsletter on same	0.20	\$365.00	\$73.00
Service	RVW	04/30/2023	Research legislative bills impacting special districts and provide newsletter on same.	0.20	\$365.00	\$73.00
Total						\$2,045.44

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6492	05/17/2023	\$2,229.54	\$0.00	\$2,229.54

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6705	06/21/2023	\$2,045.44	\$0.00	\$2,045.44
Outstanding Balance				\$4,274.98
Total Amount Outstanding				\$4,274.98

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

Please pay within 30 days.

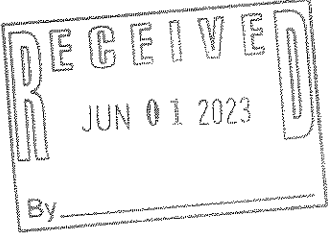
Rivers Edge CDD

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

INVOICE

DATE: 6/1/23
INVOICE # CS-2023-JUN

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

DESCRIPTION	AMOUNT
Cost Share-Landscaping for June 2023 1.32.572.491	\$ 14,940.50
Cost Share- RiverTown Amenity for June 2023 1.32.572.492	\$ 26,379.92
11	
	
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!

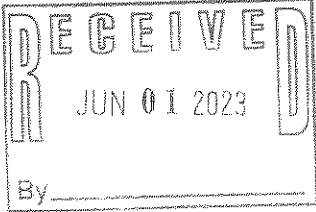
Rivers Edge II CDD

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

INVOICE

DATE: 6/1/23
INVOICE # CS-2023-JUN

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

DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for June 2023 <i>1.300.207.101</i> <i>19</i>  By _____	\$ 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!



Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 6935273
Invoice Date: 05/25/2023
Direct Inquiries To: SCOTT SCHUHLE
Phone: 954-938-2476

RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT
ATTN JAMES PERRY & DISTRICT MANAGER
475 WEST TOWN PLACE SUITE 114
ST AUGUSTINE FL 32092

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS
SERIES 2021 REVENUE ACCOUNT

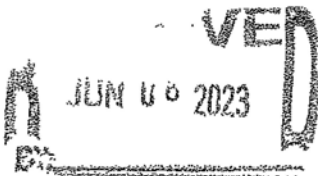
The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$4,040.63

All invoices are due upon receipt.



Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

RIVERS EDGE III COMMUNITY DEVELOPMENT
DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS
SERIES 2021 REVENUE ACCOUNT

Invoice Number: 6935273
Current Due: \$4,040.63
Direct Inquiries To: SCOTT SCHUHLE
Phone: 954-938-2476

Please mail payments to:
U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690





Corporate Trust Services
 EP-MN-WN3L
 60 Livingston Ave.
 St. Paul, MN 55107

Invoice Number: 6935273
 Invoice Date: 05/25/2023

Direct Inquiries To: SCOTT SCHUHLE
 Phone: 954-938-2476

RIVERS EDGE III COMMUNITY DEVELOPMENT
 DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS
 SERIES 2021 REVENUE ACCOUNT

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,750.00	100.00%	\$3,750.00
Subtotal Administration Fees - In Advance 05/01/2023 - 04/30/2024				\$3,750.00
Incidental Expenses 05/01/2023 to 04/30/2024	3,750.00	0.0775		\$290.63
Subtotal Incidental Expenses				\$290.63
TOTAL AMOUNT DUE				\$4,040.63





Corporate Trust Services
EP-MN-WN3L
60 Livingston Ave.
St. Paul, MN 55107

Invoice Number: 6938125
Invoice Date: 05/30/2023
Direct Inquiries To: SCOTT SCHUHLE
Phone: 954-938-2476

RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT
ATTN JAMES PERRY & DISTRICT MANAGER
475 WEST TOWN PLACE SUITE 114
ST AUGUSTINE FL 32092

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021

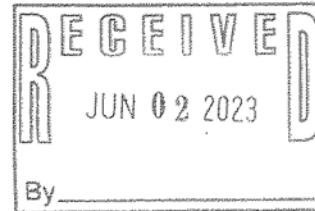
The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$4,040.63

All invoices are due upon receipt.



Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

RIVERS EDGE III COMMUNITY DEVELOPMENT
DISTRICT
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES
2021

Invoice Number: 6938125
Current Due: \$4,040.63
Direct Inquiries To: SCOTT SCHUHLE
Phone: 954-938-2476

Please mail payments to:
U.S. Bank
CM-9690
PO BOX 70870
St. Paul, MN 55170-9690





Corporate Trust Services
 EP-MN-WN3L
 60 Livingston Ave.
 St. Paul, MN 55107

Invoice Number: 6938125
 Invoice Date: 05/30/2023
 Direct Inquiries To: SCOTT SCHUHLE
 Phone: 954-938-2476

RIVERS EDGE III COMMUNITY DEVELOPMENT
 DISTRICT
 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES
 2021

CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,750.00	100.00%	\$3,750.00
Subtotal Administration Fees - In Advance 05/01/2023 - 04/30/2024				\$3,750.00
Incidental Expenses 05/01/2023 to 04/30/2024	3,750.00	0.0775		\$290.63
Subtotal Incidental Expenses				\$290.63
TOTAL AMOUNT DUE				\$4,040.63





INVOICE

INVOICE #	INVOICE DATE
JAX 538461	6/1/2023
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 1, 2023

Invoice Amount: \$26,914.95

Description	Current Amount
Monthly Landscape Maintenance June 2023	\$26,914.95

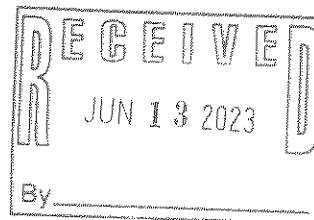
Approved RECDD III
Submitted to AP on 6-13-2023
by Jason Davidson

Jason Davidson

1.32.572.461
28

Invoice Total \$26,914.95

IN COMMERCIAL LANDSCAPING



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

FOURTH ORDER OF BUSINESS

A.

ADDENDUM
SUPPLEMENTARY CONDITIONS RELATING TO FEDERAL STANDARDS

The following supplementary conditions are required to ensure compliance with the standards of the Federal Emergency Management Agency (“FEMA”). Unless otherwise stated herein, the terms used in this Addendum have the meanings stated in the agreement to which this Addendum is attached. As used herein, the term “Contract” means the Agreement identified below together with this Addendum.

Agreement: *Yellowstone Landscape, Inc. (“Contractor”) and Rivers Edge Community Development District, Rivers Edge II Community Development District and Rivers Edge III Community Development District (together, the “Districts”) Landscape & Irrigation Maintenance Services Agreement* dated October 1, 2022.

1. REMEDIES

- a. A default by either party under the Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance.
- b. In the event that either party is required to enforce the Contract by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- c. The Districts shall be solely responsible for enforcing each of its rights under the Contract against any interfering third party. Nothing contained in the Contract shall limit or impair the Districts’ rights to protect such rights from interference by a third party.
- d. The Contract and the provisions contained therein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to the Contract shall be in St. Johns County, Florida.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Either party may terminate the Contract by providing thirty (30) days’ written notice of termination for convenience. The Districts may terminate this Contract immediately for cause. Upon any termination of the Contract, the Contractor shall be entitled to payment for all authorized services rendered up until the effective termination of the Contract, subject to whatever claims or offsets the Districts may have against the Contractor as the sole means of recovery for termination.

3. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The Contractor acknowledges that FEMA financial assistance may be used to fund the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. CHANGES

All changes, modifications, change orders, or constructive changes must be made in accordance with the terms of the Contract. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Notwithstanding anything to the contrary, the Districts will review all proposed changes, modifications, change orders, or constructive changes to ensure they meet the aforementioned conditions, and reserves the right to reject any proposed change that fails to satisfy the aforementioned conditions. The Contractor agrees to provide written documentation in connection with any change prior to commencement of the work associated with the change, confirming that: (1) the change is within the scope of the Districts' FEMA funding, (2) the change is reasonable under the circumstances, and (3) the Contractor will provide cost documentation of all requested changes, including any markup for overhead and profit as a separate element of the price.

5. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractors must comply with the following, and include these provisions, in full, into any subcontracts:

- a. *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5 the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* The Districts shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. § 5.5.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. § 5.5.
- e. *Further Compliance with the Contract Work Hours and Safety Standards Act:*
 - i. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
 - ii. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by

authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

7. CLEAN AIR ACT

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the Districts and understands and agrees that the Districts will, in turn, report each violation as required to assure notification to any higher-tier recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. FEDERAL WATER POLLUTION CONTROL ACT

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the Districts and understands and agrees that the Districts will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. SUSPENSION AND DEBARMENT

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. By entering into this Contract, Contractor certifies that neither it, nor its principals, nor its affiliates are excluded or disqualified as defined above. Contractor additionally certifies that no event has occurred and, to the knowledge of Contractor, no condition exists that may reasonably be expected to result in the debarment or suspension of Contractor from any contracting with the Government, and Contractor nor any subsidiary of Contractor has been subject to any such debarment or suspension prior to the date of this Contract. No Government investigation or inquiry involving fraud, deception or willful misconduct has been

commenced in connection with any Government Contract of Contractor or a Subsidiary or any activities of Contractor or any subsidiary. This certification is a material representation of fact relied upon by the Districts. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Districts, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall certify as to the representations in Exhibit A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

11. PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. DOMESTIC PREFERENCE FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. For purposes of this clause:
 - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and

polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide the Districts, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Districts and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. Additionally, all documents of any kind provided to the Districts in connection with the Contract may additionally be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law, as more fully described in the Contract. The Contractor agrees to comply with such laws and cooperate in retaining such records for the applicable time periods.

14. DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The Contractor shall include this provision in any subcontracts.

15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

17. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In procuring any necessary subcontracts, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As specified in 2 C.F.R. § 200.321(b), affirmative steps **must** include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

18. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Districts a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Districts or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Districts' data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Contract in formats acceptable by the Districts.

19. BONDS

- a. To the extent this Contract is a contract or subcontract for construction or facility improvement exceeding \$250,000, Contractor shall provide a payment bond and a performance bond for 100% of the Contract price.
- b. Such payment and performance bonds shall be on a form acceptable to the Districts.

[Signatures on following page]

In witness whereof, the parties hereto have executed this Addendum on the date indicated below.

**YELLOWSTONE LANDSCAPE,
INC.**

DocuSigned by:

Blake Dougherty

15E8C0CE729E409

Signature

Business Development Manager

Title

9/12/2023

Date

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

[Signature]

5E58873323B84CB

Signature

Chairman

Title

8/29/2023

Date

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

[Signature]

21107AD545A846E...

Signature

Chairman

Title

8/29/2023

Date

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

[Signature]

21107AD545A846E...

Signature

Chairman

Title

8/29/2023

Date

EXHIBIT A
CERTIFICATION REGARDING LOBBYING

By signing below, the undersigned certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. By signing below, the Contractor certifies or affirms the truthfulness of each statement in the above certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT B PROPOSAL



904.268.2626 tel
904.683.7327 fax

2662 Robert Street
Jacksonville, FL 32207

www.yellowstonelandscape.com

June 1, 2023

2023 Hurricane Preparedness Planning

Dear Valued Client:

Hurricane season is June 1 through November 30. At Yellowstone we are committed to keeping your community at the forefront of our concerns. Typically, there are warning systems in place for hurricanes that allow ample time for evacuation and/or preparedness procedures to be implemented. When a Hurricane Watch is issued for the Jacksonville area, Yellowstone will activate our Hurricane Preparation Planning.

In the past, as we've approached a hurricane event, we typically receive an influx of requests to remove or trim hazardous trees in order to prevent property damage or personal injury situations. We highly recommend that you help us identify and address these hazards now so that we have ample time to reduce all of these risks. If we wait until the storm is approaching, it becomes very difficult for us to respond to everyone.

During a hurricane event we will likely have a slight shift in our normal mowing schedule. If we need to postpone mowing services, the turf may be a little taller during the following week's mowing operations but we should recover and resume normal service with no issues. In the event that additional cleanup is required, we will let you know in advance once site inspections have been completed post storm. If major damage occurs, we will stack down trees and limbs for pickup via our tree care grapple truck. The cleanup will be billed on a "Time and Materials" basis. This is the best option as it is unknown what damage will occur. Once it is determined that the cleanup is a billable event, a proposal will be generated based on the extent of cleanup required.

Our goal is to stay in communication regarding our plan throughout the storm event.

We sincerely request that you pre-register in order for us to plan appropriately to include your community in our clean up schedule. By registering your community now, this authorization affords you as quick of a response, as possible, providing it is safe for our staff and vehicles to travel while obeying all enforcement and curfew laws. Please return the signed letter to us by email. Typically, after a hurricane, phones and fax machines are not working and because of evacuations, it is impossible to find a community representative to sign and authorize a work order to begin cleanup operations. Our employees know the importance of their role after a

storm. If safety or imposed curfew is not an issue, we will be ready to begin the cleanup process of your community the day after the storm, provided we have a signed authorization on file.

Below is how we categorize our cleanup efforts in severe weather:

- **Phase One:** Evaluation of your site by Yellowstone Representative
 - a. Photos taken
 - b. Notes on down limbs, trees, debris, and cleanup needed
 - c. Tagging of trees (Removal (red ribbon) or Staking (green ribbon))
 - d. It is our goal to save as much landscape material as possible to prevent costs from accumulating
- **Phase Two:** Clearing a path and replants
 - a. Remove trees, branches, and debris from roadways and sidewalks
 - 1. Place debris in a safe place clear of blocking flow of traffic
 - 2. Confirm the debris placement with YOU
 - b. Remove trees, branches, and debris from cars or buildings AFTER INSURANCE AGENT HAS DOCUMENTED THE INCIDENT
 - c. Free up any drainage challenges (Storm drains along curbs or retention drains)
 - d. Stake up as many trees that are down with appropriate staking devices
- **Phase Three:** Final cleanup and resume normal operations
 - a. Resume mowing
 - b. Perform a punch list of detail items
 - c. Write up any plant replacements (if needed)

Communication will be key during this time and please know that we will address the clean-ups as quickly as we can.

Hurricane Clean-up Authorization Form

By signing below, Yellowstone is authorized to begin clean up the day after a hurricane, safety or imposed curfew, at the following rates:

General Labor	\$90 / Man Hour
Arbor Crew Labor	\$200 / Man Hour
Landscape Truck Dump Fee	\$400 / Each
Grapple Truck Dump Fee	\$800 / Each

Initials

Authorized Signature

Contact PH#

Print Name

Email Contact

PROPERTY NAME

Alternate PH# (Land Line)



B.



PO Box 3417
Lake City, FL 32056
jandjaquaticsllc.com
"THE TWO JOEYS"
Joey Tice-Owner/Operations 386-697-1710
Joey Louks-Owner/Sales 386-466-8558

8/23/2023

Kevin McKendree
River Town-Rivers Edge 3
160 RiverGlade Run
Saint Johns, Florida 32259
904-607-1083

kmckendree@vestapropertyservices.com

From: Joey Louks

J & J Aquatics Specialist, LLC is a Pond, Lake and Land Management company based out of Lake City, Florida. We provide services in North/Central Florida and South Georgia. **J & J Aquatics Specialist, LLC** is licensed in both Florida and Georgia for Aquatics and Pesticides. We are approved vendors with the top chemical companies in the South. **J & J Aquatics Specialist, LLC** is insured for **One Million Dollars** and can provide a coverage of benefits letter upon request. **What else could your pond management need when you have TWO Joeys!**

One of our Joey's surveyed the pond(s) at **River Town-Rivers Edge 3** on **8/15/23**, and these were the findings. There is a total of **19 Pond(s)**.

Our pond management contract includes the following maintenance.

- Weed and algae control.
- Trash removal on each visit. Except trees, tree limbs, logs, Furniture, etc., etc. (NO Big Items)
- Monitoring storm drain grates and keeping them clear of trash & debris.
- Upon your request, we can make suggestions for fishery improvements, sediment dredge solutions, and aeration needs.

Our service schedule will be **2 Site Visits per month for 2 months**. A field activity report will be provided to let you know what was accomplished each visit.

Our goal for the pond(s) at **River Town-Rivers Edge 3** is to improve the overall appearance and quality of your pond system. The investment in your pond management services will be **2 monthly installments of \$ 1,752.98** which equals out to **\$ 3,505.96** total for two months. **If we do one site visit on the week of 8/28/23 then there will be a prorated charge for half of the month of August \$ 876.49.**

Upon approval of proposal, a formal contract will follow for signature.

Initial: Kevin McKendree _____

C.

RIVERTOWN

RECDD's Pond Service Proposal Breakout

Date of report: **9/20/2023**

Submitted by: **Jason Davidson & Kevin McKendree**

In the August 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. Please note that we are currently engaged in a temporary service agreement with two separate companies. RECDD I is being managed by Aquagenix and RECDD II and RECDD III are being managed by J&J Aquatics.

Proposed Fee's and Services Quick Reference per Vendor

Vendor: Solitude

- **Visits/Inspections**
 - Twice per month minimum
- **Treatments**
 - One time per month
- **Fee's**
 - Monthly Investment: \$7,418
 - RECDD I - \$4,654
 - RECDD II - \$1,718
 - RECDD III - \$1,046
 - Annual Investment: \$89,016
 - RECDD I - \$55,848
 - RECDD II - \$20,616
 - RECDD III - \$12,552
 - Notable
 - Special Pricing of \$7,242 per month (\$84,904/year) is available if all three CDDs engage Solitude Services at the same time. Additionally, visit frequency will be eight times per month or approximately twice per week. All inclusive a savings of \$4,112 annually.

Vendor: Aquagenix

- **Fee's are based on number of monthly services and are as follows**
 - 12/Year Treatments Monthly Investment: \$9,259.09
 - RECDD I - \$5,676.00
 - RECDD II - \$1,706.92
 - RECDD III - \$1,876.17
 - 12/Year Treatments Annual Investment: \$111,109.08
 - RECDD I - \$68,112
 - RECDD II - \$20,483.04

- RECDD III - \$22,514.04
- 18/Year Treatments Monthly Investment: \$12,731.25
 - RECDD I - \$7,804.50
 - RECDD II - \$2,347.02
 - RECDD III - \$2,579.73
- 18/Year Treatments Annual Investment: \$152,775.00
 - RECDD I - \$93,654
 - RECDD II - \$28,164.24
 - RECDD III - \$30,956.76
- 24/Year Treatments Monthly Investment: \$16,263.42
 - RECDD I - \$9,933
 - RECDD II - \$2,987.12
 - RECDD III - \$3,283.30
- 24/Year Treatments Annual Investment: \$194,441.04
 - RECDD I - \$119,196
 - RECDD II - \$35,845.44
 - RECDD III - \$39,399.60
- Notable - N/A

Vendor: Florida Waterways

- **Visits/Inspections**
 - RECDD I - 12/monthly per year
 - RECDD II - 12/monthly per year
 - RECDD III - 12/monthly per year
- **Treatments**
 - RECDD I - 12/monthly per year
 - RECDD II - 24/monthly per year
 - RECDD III - 12/monthly per year
- **Fee's**
 - Monthly Investment: \$7,385
 - RECDD I - \$4,470
 - RECDD II - \$1,915
 - RECDD III - \$1,000
 - Annual Investment: \$88,620
 - RECDD I - \$53,640
 - RECDD II - \$22,980
 - RECDD III - \$12,000
 - Notable
 - As per the contract Florida Waterways 100% Control Guarantee (Free Callback Services and Additional Treatments, if required)

Vendor: J&J Aquatics

- **Visits/Inspections**
 - **20 scheduled visits per year** (1 each in November, December, January, and February and 2 each of the remaining months). Additional visits are free of charge if deemed needed.
- **Treatments**
 - **Twice Per month Treatments**
- **Fee's**
 - Monthly Investment: *\$7,030.12*
 - RECDD I - \$3,946.97
 - RECDD II - \$1,989.63
 - RECDD III - \$1,093.52
 - Annual Investment: *\$84,361.44*
 - RECDD I - \$47,363.64
 - RECDD II - \$23,875.56
 - RECDD III - \$13,122.24
 - Notable
 - THIS DOES INCLUDE TWICE A MONTH TREATMENT WITH ANY EXTRA TREATMENTS AT NO CHARGE AND TRASH PICK UP ON THE WATER AND AROUND THE WATERS EDGE AND ONCE A MONTH MIDGE/MOSQUITO SPRAYING ON 5 PONDS (OF CLIENTS CHOICE), MARCH-SEPTEMBER.

Vendor: Lake Doctors

- **Visits/Inspections**
 - **12/monthly per year**
- **Treatments**
 - **12/monthly per year Fee's**
 - Monthly Investment: *\$7,700*
 - Annual Investment: *\$92,400*
 - Notable
 - The price included is for all three 3 CDD's

1.



A q u a g e n i x
A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DeAngelo Contracting Services Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge.
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
- * Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with DeAngelo Contracting Services:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville



A q u a g e n i x
A DCS Company

DCS AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement dated 9/8/2023 is made between DeAngelo Contracting Services and **RiverTown, a Rivers Edge Community Development District** as described as follows:

RIVERTOWN, A RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

160 RiverGlade Run

St. Johns, FL 32259

Contact: Jason Davidson – General Manager jdavidson@vestapropertyservices.com

CDD 3 12 Treatments/Year

1. Site Locations:

DCS will provide aquatic management services on behalf of RiverTown in accordance with the terms and conditions of this Agreement at the following aquatic site(s): 13 ponds Total acres: 36.36

2. Contract Services: RiverTown agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:

- Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
- Algae treatment
- Treatment to a manageable level of floating aquatic vegetation
- Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- Abide by Florida BMPs for aquatic vegetation treatment and management
- If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **\$22,514.04** That will be invoiced monthly at **\$1,876.17**

We will perform 12 monthly waterway services each year. Treatments will follow Florida Best Management Practices.

January 1 February 1 March 1 April 1 May 1 June 1 July 1 August 1 September 1
October 1 November 1 December 1

Contract terms:

The term of this Agreement shall be for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

3. Automatic Renewal:

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

4. Safety:

DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

5. Insurance:

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

6. Address Change:

If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

7. Management Change:

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

8. Schedule of Payment and Penalties for past due invoices:

CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 527 South Church St, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

9. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

10. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 527 South Church St., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

12. OTHER ITEMS: -

- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

13. Contract Documents:

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

Julie Clements

DeAngelo Contracting Services

Julie Clements

PRINT NAME

9/8/2023

DATE

CUSTOMER

PRINT NAME

DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.



Aquagenix

A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DeAngelo Contracting Services Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge.
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
- * Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with DeAngelo Contracting Services:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville



A q u a g e n i x
A DCS Company

DCS AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement dated 9/8/2023 is made between DeAngelo Contracting Services and **RiverTown, a Rivers Edge Community Development District** as described as follows:

RIVERTOWN, A RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

160 RiverGlade Run

St. Johns, FL 32259

Contact: Jason Davidson – General Manager jdavidson@vestapropertyservices.com

CDD 3 18 Treatments/Year

1. Site Locations:

DCS will provide aquatic management services on behalf of RiverTown in accordance with the terms and conditions of this Agreement at the following aquatic site(s): 13 ponds Total acres: 36.36

2. Contract Services: RiverTown agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:

- Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
- Algae treatment
- Treatment to a manageable level of floating aquatic vegetation
- Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- Abide by Florida BMPs for aquatic vegetation treatment and management
- If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **\$30,956.76** That will be invoiced monthly at **\$2,579.73**

We will perform 18 monthly waterway services each year. Treatments will follow Florida Best Management Practices.

January 1 February 1 March 1 April 1 May 2 June 2 July 2 August 2 September 2
October 2 November 1 December 1

Contract terms:

The term of this Agreement shall be for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

3. Automatic Renewal:

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

4. Safety:

DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

5. Insurance:

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

6. Address Change:

If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

7. Management Change:

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

8. Schedule of Payment and Penalties for past due invoices:

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9. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

10. Termination Procedure:

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12. OTHER ITEMS: -

- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
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- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

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Julie Clements
DeAngelo Contracting Services

CUSTOMER

Julie Clements
PRINT NAME

PRINT NAME

9/8/2023
DATE

DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.



Aquagenix

A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DeAngelo Contracting Services Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge.
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
- * Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with DeAngelo Contracting Services:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville



A q u a g e n i x
A DCS Company

DCS AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement dated 9/8/2023 is made between DeAngelo Contracting Services and **RiverTown, a Rivers Edge Community Development District** as described as follows:

RIVERTOWN, A RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

160 RiverGlade Run

St. Johns, FL 32259

Contact: Jason Davidson – General Manager jdavidson@vestapropertyservices.com

CDD 3 24 Treatments/Year

1. Site Locations:

DCS will provide aquatic management services on behalf of RiverTown in accordance with the terms and conditions of this Agreement at the following aquatic site(s): 13 ponds Total acres: 36.36

2. Contract Services: RiverTown agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:

- Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
- Algae treatment
- Treatment to a manageable level of floating aquatic vegetation
- Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- Abide by Florida BMPs for aquatic vegetation treatment and management
- If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **\$39,399.60** That will be invoiced monthly at **\$3,283.30**

We will perform 24 monthly waterway services each year. Treatments will follow Florida Best Management Practices.

January 2 February 2 March 2 April 2 May 2 June 2 July 2 August 2 September 2
October 2 November 2 December 2

Contract terms:

The term of this Agreement shall be for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

3. Automatic Renewal:

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4. Safety:

DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

5. Insurance:

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

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9. Default:

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10. Termination Procedure:

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12. OTHER ITEMS: -

- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
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13. Contract Documents:

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

Julie Clements
DeAngelo Contracting Services

Julie Clements
PRINT NAME

9/8/2023
DATE

CUSTOMER

PRINT NAME

DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

2.



PO Box 3417
Lake City, FL 32056
jandjaquaticsllc.com
"THE TWO JOEYS"
Joey Tice-Owner/Operations 386-697-1710
Joey Louks-Owner/Sales 386-466-8558

9/11/2023

Kevin McKendree
River Town-Rivers Edge 3
160 RiverGlade Run
Saint Johns, Florida 32259
904-607-1038

kmckendree@vestapropertyservices.com

From: Joey Louks

J & J Aquatics Specialist, LLC is a Pond, Lake and Land Management company based out of Lake City, Florida. We provide services in North/Central Florida and South Georgia. **J & J Aquatics Specialist, LLC** is licensed in both Florida and Georgia for Aquatics and Pesticides. We are approved vendors with the top chemical companies in the South. **J & J Aquatics Specialist, LLC** is insured for **One Million Dollars** and can provide a coverage of benefits letter upon request. **What else could your pond management need when you have TWO Joeys!**

One of our Joey's surveyed the pond(s) at **River Town-Rivers Edge 3** on **9/6/23**, and these were the findings. There is a total of **13 Pond(s)**.

Our pond management contract includes the following maintenance.

- Weed and algae control.
- Twice a Month Treatments, March 1st-End of October. Once a month in the remaining months.
- Trash removal on each visit. Except trees, tree limbs, logs, Furniture, etc., etc. (NO Big Items)
- Monitoring storm drain grates and keeping them clear of trash & debris.
- Upon your request, we can make suggestions for fishery improvements, sediment dredge solutions, and aeration needs.
- Midge/Mosquito spraying on 5 ponds, once a month March-September (Ponds at Clients Request)

Our service schedule will be **20 scheduled visits per year** (1 each in November, December, January, and February and 2 each of the remaining months). Additional visits are free of charge if deemed needed. A field activity report will be provided to let you know what was accomplished each visit.

Our goal for the pond(s) at **River Town-Rivers Edge 3** is to improve the overall appearance and quality of your pond system. The investment of your pond management services will be **12** monthly installments of **\$ 1,093.52** which equals out to **\$ 13,122.24** yearly.

THIS DOES INCLUDE TWICE A MONTH TREATMENT WITH ANY EXTRA AT NO CHARGE, TRASH PICK UP ON THE WATER AND AROUND THE WATERS EDGE AND ONCE A MONTH MIDGE/MOSQUITO SPRAYING ON 5 PONDS (OF CLIENTS CHOICE), MARCH-SEPTEMBER.

Upon approval of proposal, a formal contract will follow for signature.

Initial: _____



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J & J Aquatics Specialist, LLC is a Pond and Lake Management Company based out of Lake City, FL. We offer 25 years of combine experience in Pond, Lake, and Land Management. **J & J Aquatics Specialist, LLC** is licensed in both **Florida** and **Georgia** for Aquatics and Pesticides, providing service to **South Georgia, North & Central Florida**. Our mission is to provide excellent and professional customer service. We work tirelessly to ensure our customers are completely satisfied. After all you can't go wrong when you have **TWO JOEY'S!**

J & J Aquatics Specialist, LLC is insured for **One Million Dollars** and can provide a Certificate of Insurance upon request. We are approved vendors with multiple chemical companies thus ensuring that we will be able to get the right product for your pond needs.

Our services include **Pond and Lake Management, Trash and Debris** pickup during scheduled visits as well as keeping the culvert systems free of any obstructions. We offer **20 Scheduled Visits** per year (1 each in November, December, January, and February and 2 visits the remaining months.)

Thank you.

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Joey Tice-Owner/Operations 386-697-1710
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jandjaquatics22@gmail.com



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Services offered by J & J Aquatics Specialist, LLC include the following:

Lake, Pond, and Waterway Management: We provide a superior waterway management program for aquatic vegetation and algae in lakes, ponds, lagoons, ditches and other waterways. We supply golf courses, home and property owner associations, private pond owners, apartment and condominium communities, commercial and corporate properties, and municipal entities with the highest level of aquaculture and total water quality management in the industry. We proudly provide services in an environmentally conscious manner that promotes and facilitates wildlife. All the herbicides and algacides we use are approved and labeled for aquatic use by the EPA and Department of Agriculture. All waterway treatments and applications are handled and applied by trained and licensed technicians. We specialize in cutting edge equipment to maintain and manage your waterways in the most efficient and effective manner. At J & J Aquatics Specialist, LLC our objective is to provide optimal aquatic conditions at a reasonable investment by the consumer through frequency of visits and complete personal interest in each body of water we maintain.

Land and Fence Line Spraying: We offer growth regulation, weed control and vegetation defoliation to areas of bare ground. Our specialties are off-road utilities, fields, right-of-way, and ditches, as well as telephone pedestals, lift stations, cell towers, transformer stations, Solar Panel Fields and fence lines.

Mosquito/Midge Control: We provide mosquito/midge control. The mosquito bricks and pesticides we use are labeled and approved by the EPA and Department of Agriculture and are safe for humans and animals. Applications are performed by licensed technicians.

Fountains and Aeration Systems Installed and Repaired: We offer a complete line of self contained and shoreline mounted fountains, high volume water pumping systems and diffused air systems. We provide total sales & service on all the products we carry. We believe that to be recognized as a quality company, we must provide superior products.

Fish Stocking: We offer many species of fish (available in different sizes) which include Largemouth Bass, Channel Catfish, Bluegill Bream, Triploid Grass Carp, Hybrid Striped Bass, Crappie, Threadfin Shad, and Decorative Koi. We also carry fish feeders, fish feed and can install Carp barriers.

Water Testing: We offer multiple different types of Water Testing; Algae and Water Quality Analytical Services including testing for E. coli.



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REFERENCE PAGE

PROPERTY/HOMEOWNERS ASSOCIATIONS

Cape Coral-HOA
Cape Unit VI-HOA
Cherokee Cove-HOA
Pine Crest-HOA
Creeside Oaks HOA
Reef at Beachwalk HOA
Lake Nona POA

Live Oak Estates-HOA
Daybreak Woods-HOA
Golfview HOA
Heritage Oaks HOA
North Creek HOA
Royal Saint Augustine HOA

COLLEGE, UNIVERSITIES & CHURCHES

North Florida College
Cross Point Church

University of Florida (Gainesville)
Christian Fellowship Church

GOLF COURSES/COUNTRY CLUBS

Stonebridge Golf & Country Club
Continental Golf Club
Lake Nona Golf & Country Club

Legends Golf & Country Club
Queens Harbour Yacht & Country Club
Laurel Island Links Country Club

STORAGE FACILITIES

Storage Depot of Gainesville

I-Storage Self Storage-Kingsland

WEDDING VENUES AND SITES

Woitas Holdings, LLC

PRIVATELY OWNED, FARM & RANCHES

**Diamond Bar Ranch
Joe and Nancy Hagey
Freeman Property
Cypress Pond Preserve**

**Higgs Ranch
Hunter Farms
Poyner Property
Geiger Property**

**JR Farm
DePratter Farms
Bertram Farm**

HOTELS/MOTELS

Country Inn & Suites-Kingsland

Econo Lodge-Kingsland

COMMUNITY DEVELOPMENT DISTRICTS (CDD'S)

Deer Run CDD

3.



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 October 12, 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 _____

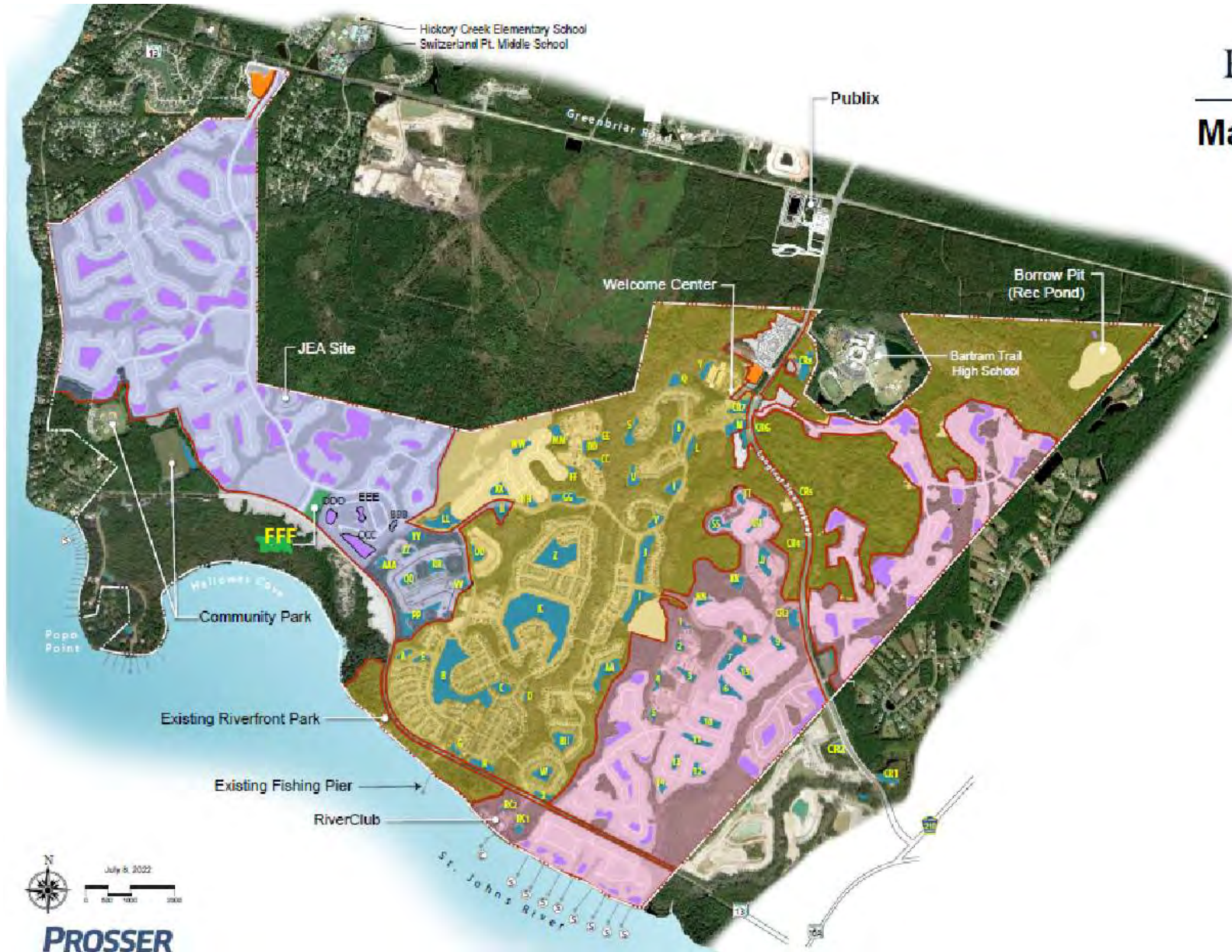
Name _____

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.

RIVERTOWN

Master Plan 2022



- RECDD 1 Boundary
- RECDD 2 Boundary
- RECDD 3 Boundary
- Existing Stormwater Ponds
- Future Stormwater Ponds
- Stormwater Discharge
- FF** Pond Name/Number

July 8, 2022

0 500 1000 2000

PROSSER

4.

SOLITUDE SERVICE QUOTE

CUSTOMER NAME: **River Town CDDs 1, 2, & 3**
%: **Jason Davidson, General Manager - jdavidson@vestapropertyservices.com**

DATE: **September 12, 2023**

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant
SERVICES: Monthly Pond Maintenance
Quote Expires: November 11, 2023

Who we are:  **WHO WE ARE** | SOLitude Lake Management


Website: [SOLitude Lake Management](https://www.solitudelakemanagement.com)



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ANNUAL POND MANAGEMENT SERVICES

-  Managing Nuisance Aquatic Weeds & Algae in Ponds
- [Pond Algae And Lake Weed Control –](#)

Scope: CDD1- Monthly maintenance of forty-two (42) ponds (CR1, CR2, CR4, CR5, CR6, CR7, CR8, A, B, C, D, E, G, H, I, J, K, L, M, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, LL, MM, OO, WW, & XX) totaling approximately 63,734 perimeter feet and 112.69 acres as described below.

Monitoring:

1. A SŌLititude Biologist will visit the site and inspect the ponds at a **minimum of four (4) times per month basis**, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control:

1. Ponds will be inspected at a **minimum of four (4) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the ponds with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

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Shoreline Weed Control:

1. Shoreline areas will be inspected at a **minimum of four (4) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

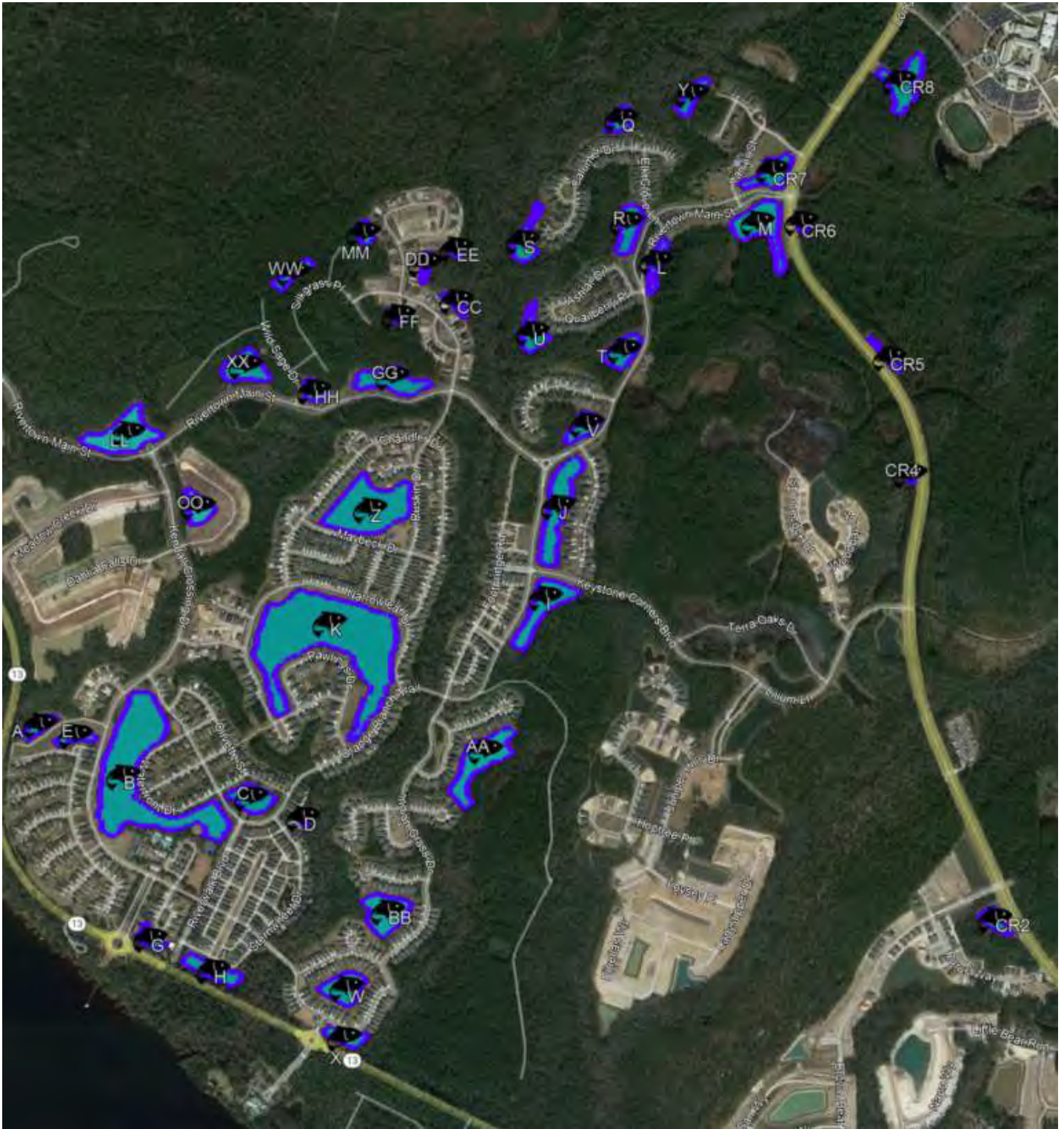
Pond Algae Control:

1. Ponds will be inspected at a **minimum of four (4) times per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the ponds with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the ponds with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
2. Trash is defined as man-made litter and must be larger than four inches. Styrofoam packaging materials are excluded. The cleanup is intended to provide an acceptable level of trash removal; removal of 100% of lake trash during each cleanup is not guaranteed.

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River Town CDD-1

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Scope: CDD2- Monthly maintenance of twenty-four (24) ponds (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, RC1, RC2, CR3, JJ, KK, NN, SS, TT, & UU) totaling approximately 26,991 perimeter feet and 29.42 acres as described below.

Monitoring:

1. A SÖLitude Biologist will visit the site and inspect the pond(s) at a **minimum of two (2) times per month basis**, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control:

1. Pond(s) will be inspected at a **minimum of two (2) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected at a **minimum of two (2) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.

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2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

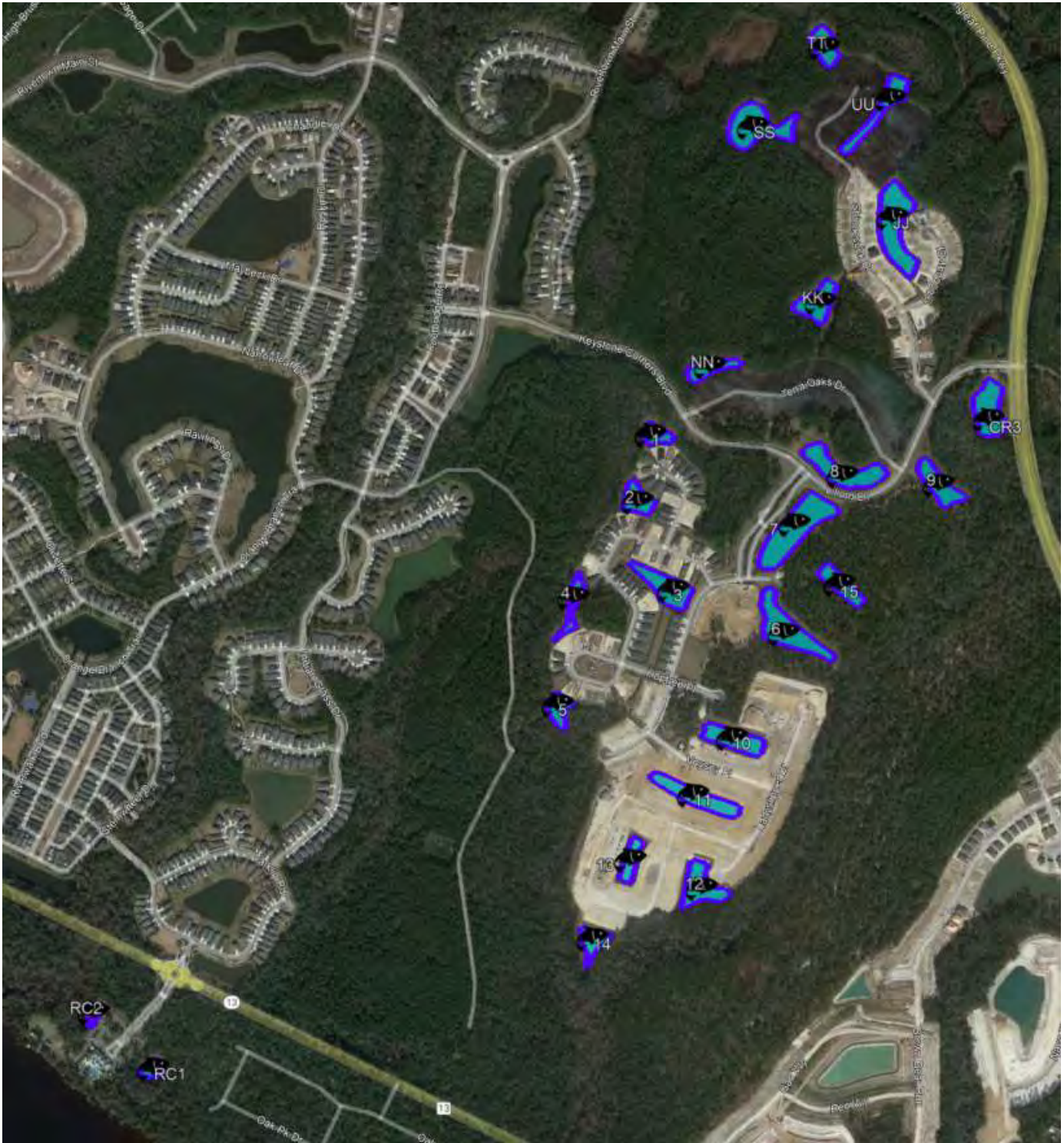
1. Pond(s) will be inspected at a **minimum of two (2) times per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
2. Trash is defined as man-made litter and must be larger than four inches. Styrofoam packaging materials are excluded. The cleanup is intended to provide an acceptable level of trash removal; removal of 100% of lake trash during each cleanup is not guaranteed.



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River Town CDD-2

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Scope: CDD3- Monthly maintenance of thirteen (13) ponds (II, PP, QQ, RR, VV, YY, ZZ, AAA, BBB, CCC, DDD, EEE, & FFF) totaling approximately 15,276 perimeter feet and 19.76 acres as described below.

Monitoring:

1. A SOLitude Biologist will visit the site and inspect the pond(s) at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control:

1. Pond(s) will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
2. Trash is defined as man-made litter and must be larger than four inches. Styrofoam packaging materials are excluded. The cleanup is intended to provide an acceptable level of trash removal; removal of 100% of lake trash during each cleanup is not guaranteed.



Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



River Town CDD-3

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SŌLITUDE Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Assumptions:

1. Company will have free and unimpeded access to the lakes.
2. Price is based on a reasonable plan / field design of the specified work.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Investment: CDD 1 - \$4,654 per month (\$55,848 per annum)*

CDD 2 - \$1,718 per month (\$20,616 per annum)*

CDD 3 - \$1,046 per month (\$12,552 per annum)*

****Special pricing of \$7,242 per month (\$86,904/year) is available if all three CDDs engage Solitude's services at the same time. Additionally, visit frequency will be eight (8) times per month or approximately twice per week.***

PAYMENT TERMS. SOLitude shall invoice Customer per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. Once approved, Agreement will be sent for signature.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta GA 30328	CONTACT NAME: Certificate Unit PHONE (A/C, No, Ext): 404-781-1700 E-MAIL ADDRESS: certificate@epicbrokers.com		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : ACE Property & Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER C : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER D : Arch Indemnity Insurance Company</td> <td>30830</td> </tr> <tr> <td>INSURER E : Allianz Underwriters Insurance Company</td> <td>36420</td> </tr> <tr> <td>INSURER F : AXIS Insurance Company</td> <td>37273</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : ACE Property & Casualty Insurance Company	20699	INSURER C : Arch Insurance Company	11150	INSURER D : Arch Indemnity Insurance Company	30830	INSURER E : Allianz Underwriters Insurance Company	36420	INSURER F : AXIS Insurance Company
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INSURER F : AXIS Insurance Company	37273															
INSURED SOLitude Lake Management, LLC. Rentokil North America, Inc. (REN478) 1320 Brookwood Drive, Suite H Little Rock AR 72202-1412	RENTOKI-01															

COVERAGES

CERTIFICATE NUMBER: 1702220215

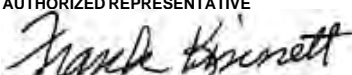
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			OGLG27240331	10/1/2022	10/1/2023	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			31CAB1044402 31CAB1044502	10/1/2022 10/1/2022	10/1/2023 10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOOG27239420	10/1/2022	10/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	31WC11044202 34WC11044302	10/1/2022 10/1/2022	10/1/2023 10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A E F	Errors & Omissions Liability CPL (Excluding Aerial Ops) Crime/Client Coverage	N	N	OGLG27240331 U5L00127922 P-001-000968899-01	10/1/2022 10/1/2022 10/1/2022	10/1/2023 10/1/2023 10/1/2023	Each Incident/Agg \$5,000,000 Each Incident/Agg \$5,000,000 Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CPL = Contractor's Pollution Liability

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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5.



WATERWAY MANAGEMENT SERVICE AGREEMENT

This Agreement made the date set forth below, by and between Florida Waterways, Inc., a Florida Corporation, hereinafter called "FLORIDA WATERWAYS", and

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
 Attn: Jason Davidson
 Vesta Property Services
 160 River Glade Run
 Saint Johns, FL 32259

hereinafter called "CUSTOMER". The parties hereto agree as follows:

1. FLORIDA WATERWAYS agrees to manage certain lake(s), pond(s), and/or waterway(s) in accordance with the terms and conditions of this Agreement for a period of twelve (12) months from the date of receipt in the following location:

Twelve (12) monthly treatments and/or inspections of twelve (12) approximately 19.08±-acres of wet detention ponds as shown on Waterway Map

2. CUSTOMER agrees to pay FLORIDA WATERWAYS, its agents or assigns, each month the following sum for specified waterway management services:

Algae and Aquatic Vegetation Control (including Floating Vegetation)	\$ <u>1,000.00</u>
Shoreline Grass Control	\$ <u>INCLUDED</u>
Debris Removal	\$ <u>INCLUDED</u>
Management Reporting & Attendance at Board Meetings	\$ <u>INCLUDED</u>
Routine Fountain Maintenance	\$ <u>INCLUDED</u>
Triploid Grass Carp Stocking* w/ Included Permitting Assistance	\$ <u>8.50/fish</u>
Water Quality & Chemistry Monitoring *	\$ <u>INCLUDED</u>
Florida Waterways 100% Control Guarantee	\$ <u>INCLUDED</u>
(Free Callback Service & Additional Treatments, if required)	
Total Recurring Service Charges	\$ 1,000.00

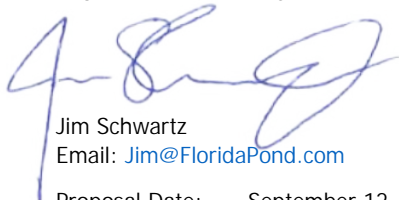
*Services performed at FLORIDA WATERWAYS' sole discretion for the success of the Waterway Management Services Agreement.

3. FLORIDA WATERWAYS agrees to commence Waterway Management Services within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or issuance of required government permits.

4. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that they have read and are familiar with the contents thereof. Agreement must be accepted in its entirety to be considered valid.

By:
 FLORIDA WATERWAYS

CUSTOMER



Jim Schwartz
 Email: Jim@FloridaPond.com

Printed: _____

Proposal Date: September 12, 2023

Dated: _____

The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to FLORIDA WATERWAYS within ninety (90) days from the effective Proposal Date.

TERMS & CONDITIONS

- 1) The Algae and Aquatic Vegetation Control and Shoreline Grass Control Programs will be conducted in a manner consistent with Best Management Practices (BMPs) intended to prevent the stormwater management facility (SWMF) and associated control structures from becoming clogged or choked with vegetative or aquatic growth to such an extent as to render them inoperable. Control of vegetative and aquatic growth may take 30-90 days depending upon species, materials used and environmental factors.
- 2) FLORIDA WATERWAYS, in its sole discretion, will implement an Integrated Pest Management (IPM) Plan for CUSTOMERS site which may utilize chemical, mechanical-physical, biological and/or cultural procedures (as applicable) for controlling aquatic plants, including:
 - a. Class I Prohibited Aquatic Plants listed by the Florida Department of Agriculture and Consumer Services as cited Rule 5B-64.011, F.A.C.
 - b. Category I & II Invasive Plant Species listed by Florida Exotic Pest Plan Council (FLEPPC)

These listed plants have a tendency to spread or become invasive in an ecosystem, sometimes in a rapid manner, so as to impair the ecosystem's ability to function by altering its productivity, decomposition, water fluxes, nutrient cycling and loss, soil fertility, erosion, dissolved oxygen concentrations, or its ability to maintain its existing species diversity. These plants also have the ability to create dense, monospecific stands or monotypic stands which displace or destroy native plant habitat, destroy fish and wildlife habitats, inhibit water circulation, hinder navigation and irrigation, or severely restrict the recreational use of waterways.
- 3) Triploid grass carp stocking, if included, will be performed at stocking rates determined by FLORIDA WATERWAYS, within Florida Fish and Wildlife Conservation Commission permit guidelines. If deemed necessary, carp containment barriers will be coordinated with CUSTOMER at a rate of \$45.00/SF. FLORIDA WATERWAYS designs and fabricates the industry's best custom carp containment barriers out of welded aluminum construction. Barriers built by FLORIDA WATERWAYS are guaranteed to meet FWC's specifications.
- 4) CUSTOMER agrees to provide adequate access to the SWMF, including boat access. Failure to provide boat access may require re-negotiation or termination of this Agreement. If, at time of treatment, access to the site has been restricted and FLORIDA WATERWAYS is unable to provide services, FLORIDA WATERWAYS reserves the right to impose a fuel surcharge as may be necessary.
- 5) CUSTOMER agrees that the system will be kept free of debris, trash, garbage, oils and greases, and other refuse. Included debris removal by FLORIDA WATERWAYS is limited to small, incidental litter that may accumulate within the SWMF. Removal of large debris resulting from intentional or unintentional dumping, vandalism, or weather events may result in additional service charges. Agreements that include debris removal shall consist of: 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.
- 6) Under the Shoreline Grass Control Program, FLORIDA WATERWAYS will treat border vegetation to the SWMF's Normal Water Level (NWL) including, but not limited to torpedograss, cattails and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired. CUSTOMER understands that during periods of prolonged drought, or due to a change in hydrological conditions, the SWMF's water level may fall below the NWL elevation. Treatment of border vegetation below the NWL will be coordinated between CUSTOMER and FLORIDA WATERWAYS and may result in a service surcharge.
- 7) CUSTOMER understands, that, for convenience, the annual service charge has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service.
- 8) FLORIDA WATERWAYS, in implementing the IPM, will use methods that protect or restore fish and wildlife habitat. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system. When deemed necessary, FLORIDA WATERWAYS may plant and/or nurture certain variety of plants, which for various reasons, help to maintain ecological balance.
- 9) FLORIDA WATERWAYS shall maintain the following insurance coverage: a) Automobile Liability; b) Comprehensive General Liability; c) comply with Florida's Workers Compensation Law (FSS Chapter 420) statutory limits.
- 10) FLORIDA WATERWAYS agrees to hold CUSTOMER harmless from any loss, damage, or claims arising out of the sole negligence of FLORIDA WATERWAYS; however, FLORIDA WATERWAYS, shall in no event be liable to CUSTOMER, or others, for indirect special or consequential damages resulting from any cause whatsoever.
- 11) This Agreement may be terminated without cause by either party upon a 30 day written notice to the other party.
- 12) 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, FLORIDA WATERWAYS may adjust the monthly recurring service charge amount after the original term. FLORIDA WATERWAYS will submit written notification to CUSTOMER thirty (30) days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, FLORIDA WATERWAYS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #11 above.
- 13) Should CUSTOMER become sixty (60) days delinquent, FLORIDA WATERWAYS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly service charge even if the account is placed on hold. FLORIDA WATERWAYS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement. Monthly interest will accrue on delinquent accounts at a rate of 1.5% per month. Service may be reinstated once the entire past due balance has been received in full, including interest. Should it become necessary for FLORIDA WATERWAYS 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 attorney's fees (including those on appeal) and court costs, and all other expenses incurred by FLORIDA WATERWAYS resulting from such collection action.

WATERWAY MAP

RECDD 3





FOUNTAIN & AERATION CLEANING SERVICE AGREEMENT

This Agreement made the date set forth below, by and between Florida Waterways, Inc., a Florida Corporation, hereinafter called "FLORIDA WATERWAYS", and

Rivers Edge 1, 2 and 3 CDDs

hereinafter called "CUSTOMER". The parties hereto agree as follows:

1. FLORIDA WATERWAYS agrees to perform inspection and cleaning in accordance with the terms and conditions of this Agreement at the above-named site.
2. Annual (1) cleanings as required. Additional cleanings will be billed at time and materials.
3. CUSTOMER agrees to pay FLORIDA WATERWAYS, its agents or assigns, the following sum for inspection and cleaning:

Eight Floating Fountains	
Total Recurring Annual Service Charges	\$ Included

Crane Boat Floating Fountain Service Includes:

- J Submersible Pump: Pump intake and screens cleaned.
- J Lights & Lenses: Clean and polish.
- J The Float: Clean all surfaces of the float.
- J Display Heads, Jets & Rings: Clean each part and disassemble as needed to clean orifice impediments.
- J Bulb Replacement: If required, during or scheduled cleaning, FLORIDA WATERWAYS will automatically replace the bulb and charge CUSTOMER for parts only.
- J Control Panel: Adjust timers. Test control circuits. Meg motor. Record amperage and voltage. Tighten all electrical connections in control panel.
- J Anchor Points: Adjust mooring lines and anchor points as needed.
- J Diagnostics: Troubleshooting and diagnostic of faults, including routine action items such as GFCI reset and timer setting

Aerator Service Includes:


- J Cabinet: Clean and remove debris from both exterior & interior.
- J Compressor: Clean air inlet and replace filter as needed (replacement filters included).

No parts or special repairs are included in this cleaning agreement. By charging for cleaning, FLORIDA WATERWAYS does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets will be invoiced separately.

4. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that they have read and are familiar with the contents thereof. Agreement must be accepted in its entirety to be considered valid.

By:
FLORIDA WATERWAYS

CUSTOMER



Jim Schwartz
Email: Jim@FloridaPond.com

Printed: _____

Proposal Date: September 12, 2023

Dated: _____

The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to FLORIDA WATERWAYS within ninety (90) days from the effective Proposal Date.

FOUNTAIN & AERIATION CLEANING TERMS & CONDITIONS

- 1) CUSTOMER agrees to provide adequate access to the SWMF, including boat access. Failure to provide boat access may require re-negotiation or termination of this Agreement. If, at time of service visit, access to the site has been restricted and FLORIDA WATERWAYS is unable to provide services, FLORIDA WATERWAYS reserves the right to impose a fuel surcharge as may be necessary.
- 2) CUSTOMER agrees that the system will be kept free of debris, trash, garbage, oils and greases, and other refuse. If debris removal is included in service visits by FLORIDA WATERWAYS is limited to small, incidental litter that may accumulate within the SWMF. Removal of large debris resulting from intentional or unintentional dumping, vandalism, or weather events may result in additional service charges.
- 3) FLORIDA WATERWAYS shall not be responsible for the performance of the equipment due to improper design, addition or alteration to the system.
- 4) Any repairs, alterations or adjustments made by unauthorized personnel shall terminate the contractor obligations and liabilities of contract.
- 5) The owner agrees to accept the contractor's means and methods of repair to equipment.
- 6) No parts or special repairs are included in this agreement. By charging for the Service Call, FLORIDA WATERWAYS does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets, will be invoiced separately.
- 7) FLORIDA WATERWAYS shall maintain the following insurance coverage: a) Automobile Liability; b) Comprehensive General Liability, including Property Damage and Completed Operations Liability; c) comply with Florida's Workers Compensation Law (FSS Chapter 420).
- 8) FLORIDA WATERWAYS agrees to hold CUSTOMER harmless from any loss, damage, or claims arising out of the sole negligence of FLORIDA WATERWAYS; however, FLORIDA WATERWAYS, shall in no event be liable to CUSTOMER, or others, for indirect special or consequential damages resulting from any cause whatsoever.
- 9) This Agreement may be terminated without cause by either party upon a 30 day written notice to the other party.
- 10) 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, FLORIDA WATERWAYS may adjust the monthly recurring service charge amount after the original term. FLORIDA WATERWAYS will submit written notification to CUSTOMER thirty (30) days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, FLORIDA WATERWAYS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #6 above.
- 11) Should CUSTOMER become sixty (60) days delinquent, FLORIDA WATERWAYS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly service charge 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 FLORIDA WATERWAYS 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 attorney's fees (including those on appeal) and court costs, and all other expenses incurred by FLORIDA WATERWAYS resulting from such collection action.

Florida Waterways, Inc. - Crane Boat Fountain Cleaning:



Customer Service Report

Customer: Indian Trails Middle School
 Customer ID: TB #18-06
 Field Biologist: Jim Schwartz

Date of Visit: 9/12/2020
 Weather: 86 °F High
50% ☁

Waterway and Ditch Treatments

Site	1	2	3	4	5										
Algae															
Submersed Weeds															
Shoreline Grasses & Brush															
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection	X	X	X	X	X										
Debris Removal															

Comments: Inspected all ponds.

Carp Program

- Carp Observed
 Barriers Inspected

Flow

- None
 Slight
 Visible

Water Clarity

- < 1' 2-4'
 1-2' >4'

Water Levels

- High
 Normal
 Low

Fish/Wildlife Observations

- | | | | | |
|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|---|
| <input type="checkbox"/> Bass | <input type="checkbox"/> Anhinga | <input type="checkbox"/> Woodstork | <input type="checkbox"/> Turtles | <input type="checkbox"/> Other Species: _____ |
| <input type="checkbox"/> Bream | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | _____ |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | _____ |
| <input type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input type="checkbox"/> Ibis | <input type="checkbox"/> Frogs | _____ |

Native/Beneficial Vegetation Noted

- | | | | |
|---------------------------------------|---------------------------------------|---|--|
| <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input type="checkbox"/> Slender Spikerush |
| <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input checked="" type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spatterdock | <input type="checkbox"/> Eelgrass | <input checked="" type="checkbox"/> Pondweed |

Did you know? The gopher tortoise is the only Florida turtle that digs a burrow. Burrow entrances are shaped just like a tortoise's shell: round on the top and flat on the bottom (floor).



Pond 1



Pond 2



Pond 3



Pond 4



Pond 5

WATER CHEMISTRY ANALYSIS



WATERWAY INFORMATION

Site Name	Golf & Country Club Pond	
County	St. Johns	
Waterway System	Stormwater Pond	
Surface Area:	6.771	Acres
Perimeter Length:	3,116	LF
Maximum Depth:	17.45	Feet
Average Depth:	8.488	Feet
Total Acre Feet:	57.20	ac-ft
Volume:	18,639,981	gal

SURVEY INFORMATION

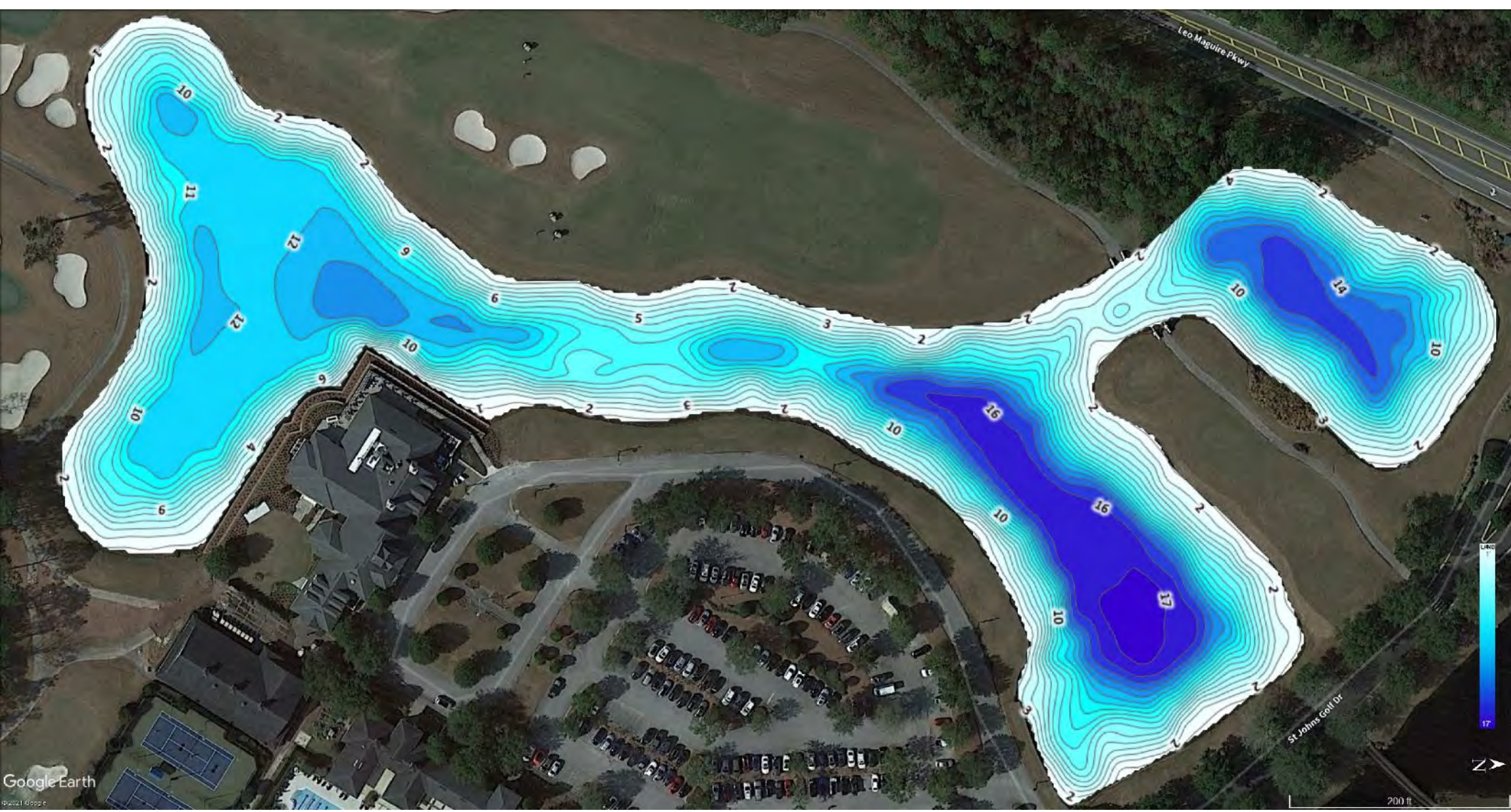
Date:	7/20/2021	
Time:	10:00	AM
Cloud Cover:	Sunny	
Air Temperature:	90	° F
Wind Speed:	0-5	MPH
Chance of Rain:	30	%

OBSERVATIONS

Shoreline vegetation consisted of maintained sod. Minimal submersed aquatic vegetation was noted. Small amounts of bladderwort (*Utricularia spp.*) were observed. This pond exhibited secci disk depth (clarity) to 8'.

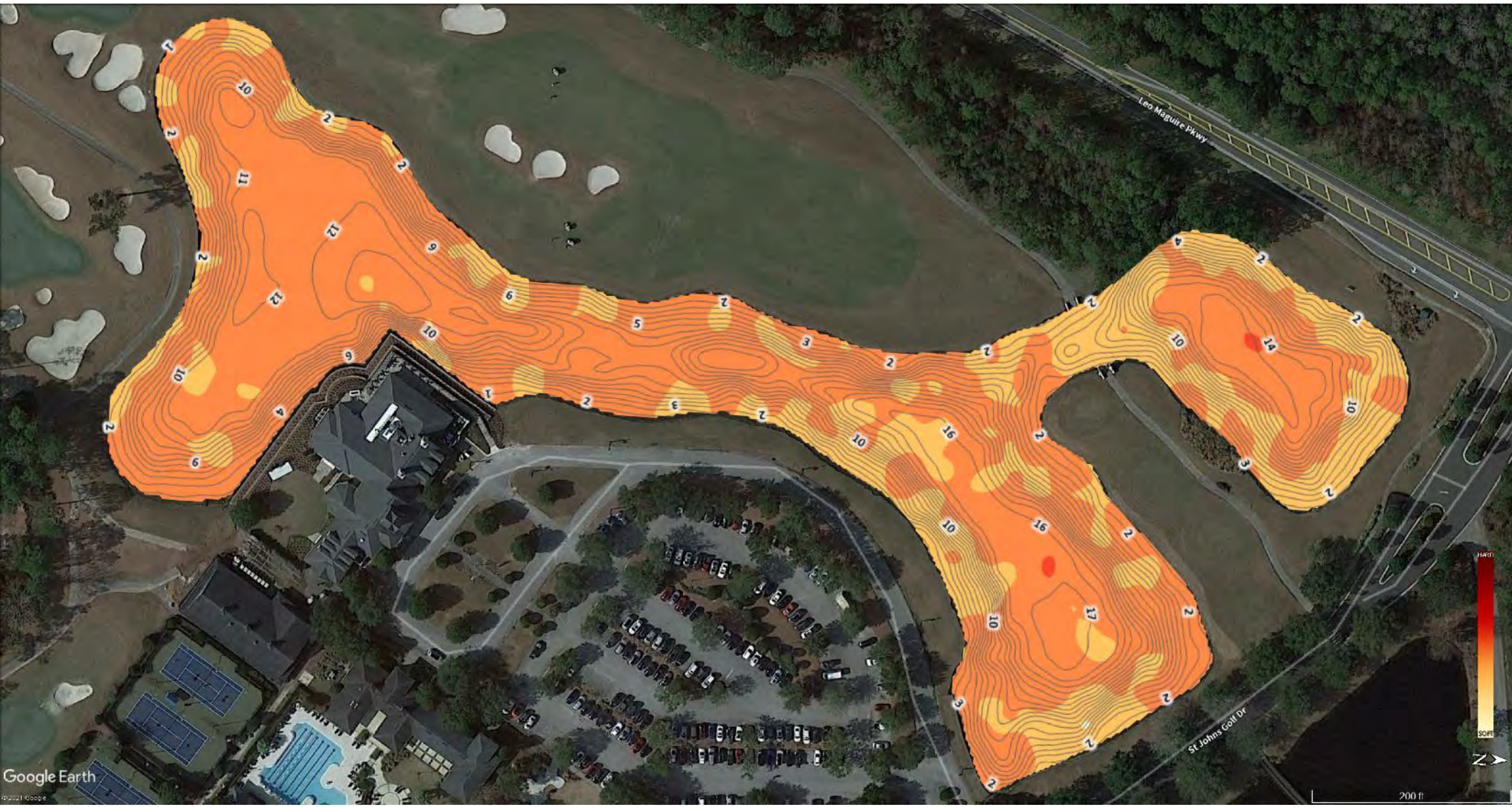
WATER QUALITY MEASUREMENTS			
TEST	VALUE	RANGE	DESIRED RANGE
pH	8.3		6.5 - 8.0
RESULT		Basic	
Alkalinity (ppm as CaCO3)	21		> 20 ppm
RESULT		Low	
Hardness (ppm as CaCO3)	32		60 - 120 ppm
RESULT		Soft	
TDS (Total Dissolved Solids)	155		< 1,000 ppm
RESULT		Low	
Salinity (ppt)	0.11		0.0 - 5.0 ppt
RESULT		Fresh Water	
Conductivity (uS/cm)	222		50 - 1,500 uS/cm
RESULT		Low	
Total Phosphorus (µg/L as P)	90		< 30 µg/L
RESULT		Very High	
Reactive Phosphorus (µg/L)	14		< 30 µg/L
RESULT		Normal	
Total Nitrogen (µg/L)	300		< 1,200 µg/L
RESULT		Normal	
Ammonia (µg/L)	40		< 100 µg/L
RESULT		Normal	
TN:TP	3.3		> 75
RESULT		Water Column Phosphorus Needs To Be Reduced	

BATHYMETRIC MAP



Google Earth
©2021 Google

BOTTOM HARDNESS



Google Earth
©2021 Google

WATER CHEMISTRY GLOSSARY

Alkalinity

Alkalinity is a measure of water's capacity to neutralize acids (that is, to increase pH levels) and provide buffering. As they dissolve, compounds such as calcium carbonate, magnesium carbonate, bicarbonates, phosphates, and hydroxides in rocks and minerals naturally contribute to water's buffering capacity. Buffering agents used in municipal water treatment plants and industrial facilities also decrease the corrosive character of certain effluents by increasing alkalinity.

The buffering effect of alkalinity exerts a major influence on pH, and pH directly affects aquatic organisms and the toxic characteristics of certain pollutants that these organisms may encounter. Alkalinity also protects aquatic life against dramatic changes in pH; these changes are difficult for living organisms to adapt to and can severely stress and even kill sensitive species. Thus it is crucial that surface waters exhibit a minimal level of alkalinity to restrict dramatic pH swings. Florida's criterion for Class III surface waters specifies that alkalinity shall not be depressed below 20 mg CaCO₃/L. Class III waters are designated for recreation, propagation, and the maintenance of a healthy, well-balanced population of fish and wildlife.

Source: Florida Department of Environmental Protection (FDEP); Florida LakeWatch

Conductivity

Conductivity (also called specific conductance) measures the capacity of water to conduct an electric current and indirectly measures the concentration of ionized substances in water. Conductivity can be used to differentiate among various water sources, such as ground water, agricultural runoff, and municipal wastewater. Because it detects contamination from animal and human wastes, which contain salts, it can be used to detect septic tank seepage along shorelines.

It can also be used to detect saltwater intrusion. Conductance increases when more of any salt, including the most common one, sodium chloride, is dissolved in water. Higher values represent better conductance. In general, waters with more salts are more biologically productive, except where there are limiting nutrients or other environmental factors. Changes in conductivity beyond natural background variability can harm aquatic life.

Florida's current water quality criterion for Class III fresh waters allows a 50 percent increase in conductance, or 1,275 umhos/cm, whichever is greater. It is intended to preserve natural background conditions and protect aquatic organisms from stressful ion concentrations.

Source: FDEP; Florida LakeWatch

Hardness

The amount of dissolved calcium and magnesium in water determines its hardness. Metallic cations (positively charged ions) other than the alkali metals also cause hardness.

Water hardness varies throughout the United States. In Florida, the water is relatively hard, and you may notice that it is difficult to produce soapy lather when washing your hands or clothes. Hard water forms a scale in boilers, water heaters, and pipes. Industries may have to invest in water-softening devices, as hard water can damage equipment. Hard water can even shorten the life of fabrics and clothes.

Water with a hardness of 60 mg/L or less is considered soft; 61 to 120 mg/L, moderately hard; 121 to 180 mg/L, hard; and more than 180 mg/L, very hard.

Source: USGS

Nitrogen Total as N (TN)

Total nitrogen is the combined measurement of nitrate (NO₃), nitrite (NO₂), ammonia, and organic nitrogen found in water. Nitrogen compounds function as important nutrients for many aquatic organisms and are essential to the chemical processes that exist between land, air, and water. The most readily bioavailable forms of nitrogen are ammonia and nitrate. These compounds, in conjunction with other nutrients, serve as an important base for primary productivity.

The major sources of excessive amounts of nitrogen in surface water are the effluent from municipal treatment plants and runoff from agricultural sites. When nutrient concentrations consistently exceed natural levels, the resulting nutrient imbalance can cause undesirable changes in a waterbody's biological community and increase the rate of eutrophication (or accelerated aging) in an aquatic system. Usually, the eutrophication process is observed as a change in the structure of the algal community and includes severe algal blooms that may cover large areas of a waterbody for extended periods. Large algal blooms are generally followed by a depletion in dissolved oxygen concentrations as a result of algal decomposition.

Source: FDEP

WATER CHEMISTRY GLOSSARY

pH

The pH of a body of water denotes its hydrogen ion activity, based on the negative logarithm of hydrogen ion concentrations. A pH of 1 to 7 is acidic, a pH of 7 is neutral, and a pH of 7 to 14 is alkaline.

pH significantly affects the chemical and biological interactions in the aquatic environment. This is of particular concern in considering the effects of toxic substances on aquatic organisms, especially the release of metals from sediments. At certain pH levels, a particular toxicant may increase in toxicity or become more soluble, and thus is more likely to affect aquatic organisms. The problems of acidic deposition and the acidification of lakes and streams have gained widespread attention. However, certain biological communities are adapted to acidic conditions (e.g., black water stream systems, where pH ranges from 4 to 5) or to slightly alkaline conditions (e.g., spring runs, where pH values of 8 are not unusual) and are endangered only when the natural conditions are altered.

Source: FDEP

Phosphorus

Phosphorus is one of the primary nutrients that regulates the growth of algae and larger aquatic plants, particularly in fresh water. Phosphate, the form in which almost all phosphorus is found in water, can enter the aquatic environment in a number of ways. Natural processes transport phosphate to water through atmospheric deposition, ground water percolation, and terrestrial runoff. Municipal treatment plants, industries, agriculture, and domestic activities also contribute to phosphate loading through direct discharge and natural transport mechanisms. The very high levels of phosphorus in some of Florida's streams and estuaries are usually caused by phosphate mining and fertilizer processing activities.

High phosphorus concentrations are frequently responsible for accelerating the process of eutrophication (or accelerated aging) of a waterbody. Once phosphorus and other important nutrients enter the ecosystem, they are extremely difficult to remove because they are taken up by plants or deposited in sediments. Nutrients, particularly phosphates, deposited in sediments generally are redistributed into the water. This type of cycling compounds the difficulty of halting the eutrophication process.

Source: FDEP

Reactive Phosphorus

Dissolved orthophosphate is the concentration of inorganic dissolved reactive phosphorus in a water sample (sometimes referred to as soluble reactive phosphorus). It measures the amount of phosphorus that is readily available for use by algae.

Dissolved inorganic phosphorus concentrations often fluctuate seasonally as the result of normal plankton cycles.

Sources: Corning School of Ocean Studies; Minnesota Shoreland Management Resource Guide

Salinity

Salinity, or the saltiness of water, is influenced by leaching from rock and soil formations, runoff from a watershed, atmospheric precipitation and deposition, and evaporation. The Atlantic Ocean and the Gulf of Mexico typically have salinity values around 35 parts per thousand (ppt), although there is significant variation, particularly in near shore areas. Salinity is often lower in areas receiving flows of fresh water, such as the mouths of rivers. It is often higher in areas where the evaporation rate is high—for example, in hot, dry climates.

Source: Florida LakeWatch

Temperature

Typically measured in degrees Celsius, water temperature plays an important role in the aquatic ecosystem. It affects many different processes, with fluctuations often impacting chemical processes and reactivity in the water column, such as in regards to dissolved oxygen saturation levels. Additionally, biological organisms generally have strict temperature requirements for their survival. This means that temperature can impact the productivity and rate of biological processes.

Source: FDEP

Total Dissolved Solids (TDS)

Total dissolved solids (TDS) is the term used to describe the inorganic salts and small amounts of organic matter present in solution in water. The principal constituents are usually calcium, magnesium, sodium, and potassium cations and carbonate, hydrogen carbonate, chloride, sulfate, and nitrate anions. When water dries or evaporates, these are the solids that form a residue.

When the level of total dissolved solids is high, the water can become unfit for drinking or industrial processes. Changes in a waterbody's concentration of dissolved solids can impact aquatic life because it regulates osmosis, the process through which water is able to flow in or out of an organism's cells. Such fluctuations typically occur when the body of water experiences low flow, increased runoff, or industrial inputs.

Source: World Health Organization (WHO); USGS

D.

**BOARD OF SUPERVISORS MEETING DATES
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
FOR FISCAL YEAR 2023-2024**

The Board of Supervisors of the Rivers Edge III Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 9:00 a.m. unless otherwise indicated as follows:

**October 18, 2023
December 20, 2023
January 17, 2024
February 21, 2024
March 28, 2024 (*fourth Thursday)
April 17, 2024
May 15, 2024
June 19, 2024
August 21, 2024
September 18, 2024**

FIFTH ORDER OF BUSINESS

A.



Rivers Edge CDD – I, II, and III

Landscape Update for September 2023

- **General Maintenance**
 - Our maintenance team has mowed all common grounds throughout community and have been cleaning up shrub beds.
 - We are heading into a drought so we will maintain turf and irrigation to accommodate.
 - We have Detailed and Cleaned up the Riverhouse and Riverclub.
 - Riverwalk Park is being mowed once a month per contract
 - 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.
 - Detail Team has been removing Moss from trees. We will get more of this completed during the non growing season
 - 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 are being installed on September 26th along with fresh and rich soil. We raised the beds for a better show. We will install Yellow and Orange whooper Marigolds. This will give the Fall feel and look amazing. The next rotation will be in December.
 - 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. We will adjust according to drought
 - 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 3 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.

E.

RIVERTOWN

RECDD's BOS Monthly Operations Report

Date of report: 9/20/2023

Submitted by: Jason Davidson & Kevin McKendree

RECDD I

RiverHouse Light Pole:

The timeline to get the parts to fix this light has taken longer than expected. At this point the company we originally hired has become unresponsive and we have contracted a different electrician who should be able to source the parts as he has experience with Sternberg lighting.

Dog Parks:

It was requested in last month's CDD meeting to gather cost information for adding a more efficient locking system. We have contracted Sterling Fence to install the same locks that the new dog park will have but due the price is high. We can order the parts and do the repair in house saving the community roughly \$700.

RiverHouse Pool Speakers:

The Riverhouse pool speakers' replacement job is complete and all is functioning correctly.

Surge Protection on Panels:

It was requested in the July BOS meeting to investigate surge protection on breaker panels. We explored options at the RiverClub with our recent lightning issues and opted to go with a Ditek 100kA surge protector. We inquired into protection through FPL, they do provide protection at the meter at \$35 a month but use of this would be on a case by case basis.

Encroachment Audit:

In the July BOS meeting it was requested that our team audit all fence encroachments and for legal to draft a formal letter to issue to violators. This will be an offseason task (winter sometime Nov. through Feb).

Tennis Court Maintenance:

We have been fielding concerns regarding the temporary pickleball courts, specifically trouble delineating between the tennis and pickleball lines during play. We were able to paint over the pickleball lines with a blue color to assist with this and so far, community feedback has been positive.

Splash Pad:

The splash pad is back up and running after having the motor replaced. We are still awaiting quotes for comparison on the chemical controller to be replaced.

Patio Lights:

Our in-house maintenance team replaced the worn-out patio lights at the RiverHouse. They cosmetically look much better and are on a photocell that is tied into other lighting in the building.

Rambling Water Run Inlet Repair:

It was found that there was a sink hole forming behind a storm water drain located on Rambling Water Run. This inlet failed previously from curbside, this time it is failing from the sidewalk side of the inlet. Staff has acquired a proposal for repair and is working with the District Engineer in an effort to execute the repair through HEB Services, Inc. This repair is now complete and we are awaiting sod replacement.

100 Rambling Water Run Inlet Repair.

We received reports of a sinkhole forming around a sewer inlet in the alley behind 100 Rambling Water Run. We verified the scope of work with the district engineer before signing the agreement. This repair is now complete.

Alley Way Parking:

We have received numerous complaints about residents parking on the paver areas in the Allys around the original Mainstreet district. We are sending out an E blast to not park here after which we will begin installing no parking signs in these areas.

Riverfront Park Lights:

The timer that controls the lighting at the Riverfront Park became non operational and would not shut off. We had this replaced and all is operational.

Gardens Curbing Issue:

Mr. Baron stated at last month's CDD meeting that he spoke with a resident in the Gardens Phase I and the alley that is going to the garage access points does not have curbing. The phase 2 in the Gardens does have curbing. They were informed that when they were the last units going in that the curbing would be installed, and it had not been installed. They are requesting that curbing be installed. We are awaiting word from the engineer on whether or not it is within the specifications that were designed or is it deficient in the curbing.

Hurricane Idalia Update: Lap Pool

During our post storm inspection, we found that we were unable to get the motor on the Lap pool to start because there is no power going to the controller. We had an electrician come out to troubleshoot on 9/1 and he was able to get the pool back online. The VFD is shot and we have plans to install a in-line motor starter in lieu of it similar to what we did on the family pool earlier this year. We are also having the seals replaced between the motor and pump as a leak developed during the motors down time.

Riverfront Park Vandalism:

Over the holiday weekend the pier was vandalized. Paint from a job site was splattered all over the pier. We received word from St. Johns River Water Management District that there are no stipulations on how we need to clean this up as it lies right on the river. We had the deck pressure washed to remove the paint and it is now up to standard.

Sternwheel Park Toys:

The community was notified in August that they had until Labor Day to remove the toys located in Sternwheel Park. Our maintenance staff removed what was left over and will continue to monitor and remove if any more show up.

RECDD II

Manor monument lighting:

We installed sets of solar lights on the entrance monuments.

Riverclub Pool Motor:

We installed a surge suppression device by Ditek for the panel that controls the pools equipment in hopes of avoiding lightning strikes and power surges in the future. We are also in the process of ordering a suitable backup motor and gaskets 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.

RiverClub Boardwalk Trees:

Some of the tree limbs along the boardwalk had started to encroach and needed to be lifted. We had Yellowstones tree division do a extensive cutback on these so that they should not encroach again for a few years.

Adirondack Chairs:

Multiple chairs around the firepits have begun to split in areas making them unrepairable. We were able to scab pieces together to repair 3 of them. We are beginning the process of acquiring quotes to replace one of the pits' complete set of chairs and relocate all the older ones to one pit to remain uniform.

RECDD III

Haven Playground:

Some of the rock-climbing wall holds had come loose and broken. We had some extras on hand and were able to replace them. Also the paver steps going to the slide had a few become loose again, we secured these and did a thorough evaluation of the staircase to find others that may be loose. All are secure for the time being.

All Districts

Outfall structures:

With hurricane season here our team has been proactive for a while 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:

We were able to contract out 2 companies to provide temporary service to our ponds as Charles Aquatics exits the property. They are Aquagenix and J and J Aquatics. Both companies will be submitting bids for the RFP. Aquagenix will be servicing CDD 1, J and J in CDDs 2 and 3. Both companies will be treating their territories twice during the month of September in hopes of regaining control of the conditions.



Date of report: 9201/23

Submitted by: Kim Fatuch

Ongoing Projects

- Rental calendar has been put on hold because we are trying to figure out how to use one plug-in for 2 calendars. Kevin in IT is looking for a solution.

- The Little Library meeting went well. Maura will head the project and get the neighbors to pitch in for the construction of the Little Library. It will be placed in the breezeway by the gym doors and pool gate.
- The new design Newsletter is receiving great feedback from the community. The Mid-month is set to go out on Friday.
- Garden Plots and Kayak Shed audited today, emails to go out this week.

September Events:

- **September 2nd – Live music with Jeremy Wineglass at the RiverClub.**
- **September 2nd – Teen vs. Parent Challenge**
 - Roughly 60-80 people attended this event.
 - Got good feedback that they like things like this. Just easy events they can do.
 - Coastal Moonwalk was great to work with.



- **September 3rd – BBQ Battle of the Residents**
 - 7 residents signed up for the contest but only 3 showed up.
 - About 60-70 residents attended.
 - This event was a flop for contestants but many residents showed up to taste food and I did get much feedback for the possibility of doing this as an annual thing but maybe not on a holiday weekend.



- **September 4th – Ice Cream Social at the RiverClub & RiverHouse**
 - Magic DJ Andrew to play at RH.

- Davis Cook played at RC – astounding reviews from residents.

Upcoming Events

- **September 14th – Trivia & Music Bingo with DJ Ross**
- **September 15th – Mixology Class for 50**
 - Residents must register as space is limited. Class is already full as of 8/8/23.
 - Had to increase to 50 spots due to an overwhelming request for participation.
- **September 17th – Football Watch Party at RiverClub.**
- **September 21st – Music Bingo at Riverclub**
- **September 30th – Workout with Tracie at the Amphitheater**

October Events

- **October 7th – RiverTown River Jams**
- **October 12th – Music Bingo with DJ Ross**
- **October 14th – Vendor Fair and Fall Festival**
- **October 20th – Octoberfest at the Café**
- **October 26th – FL/ GA Trivia with DJ Ross**
- **October 27th – FL/GA Tailgate party at River Cafe**