Rívers Edge III Community Development District

Apríl 16, 2025



Rivers Edge III Community Development District

475 West Town Place, Suite 114 St. Augustine, Florida 32092 www.RiversEdge2CDD.com

April 9, 2025

Board of Supervisors Rivers Edge III Community Development District

Dear Board Members:

The Rivers Edge III Community Development District Audit Committee and Board of Supervisors Meetings are scheduled to be held on Wednesday, April 16, 2025 at 9:00 a.m. at the RiverHouse, 156 Landing Street, St. Johns, Florida 32259. Following is the agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Staff Reports
 - A. Landscape Maintenance Report
 - B. District Engineer
 - C. District Counsel
 - D. District Manager Overview of the Fiscal Year 2026 Budget
 - E. General Manager Monthly Operations and Pond Reports
- IV. Approval of Consent Agenda
 - A. Minutes
 - 1. March 19, 2025 Audit Committee Meeting
 - 2. March 19, 2025 Board of Supervisors Meeting
 - B. Financial Statements as of February 28, 2025
 - C. Check Register
 - D. Ratification of Construction Funding Request Nos 1-5 and No. 7

- V. Consideration of Rivertown Forest Acquisition
- VI. Acceptance of the Fiscal Year 2024 Audit Report
- VII. Consideration of Cost Share Requests
 - A. Addendum to Pond Maintenance Contract for Pond 96
 - B. Replacement of Umbrellas and Bases at the RiverClub Pool
 - C. Installation of Water Fountain in the River House Gym
- VIII. Consideration of Funding Request Nos. 47 and 48
 - IX. Consideration of Aged Yellowstone Invoices
 - X. Supervisor Requests
 - XI. Audience Comments
- XII. Next Scheduled Meetings Audit Committee and Regular Board of Supervisors Meetings on May 21, 2025 at 9:00 a.m. at the RiverHouse
- XIII. Adjournment

PUBLIC CONDUCT: Members of the public are provided the opportunity for public comment during the meeting. Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers. Speakers shall refrain from disorderly conduct, including launching personal attacks; the Presiding Officer shall have the discretion to remove any speaker that disregards the District's public decorum policies. Public comments are not a Q&A session; Board Supervisors are not expected to respond to questions during the public comment period.



A.



Rivers Edge CDD - I, II, and III

Landscape Update for April 2025

• General Maintenance

- We have detailed and cleaned up the RiverHouse and RiverClub. This week the team will trim all the shrubs to the proper level.
- o Team is spraying for weeds throughout the community and trimming shrubs.
- o Teams are working on full maintenance every week.
- o We will ensure that all tree suckers are removed from the base of the trees.
- o Team has been spraying all mulch beds for clean appearance.
- We are removing as much Moss from trees as we get to each section.
- Teams have removed numerous trees and limbs that have fallen at no charge.
 Larger trees will be proposed for removal by the arbor team.
- Mattamy, Vesta, and Yellowstone are doing monthly drives throughout the community to check on the status of concerned areas and the overall appearance of the community.
- Annual flowers will be installed on April 17 along with fresh and rich soil. We raised the beds for a better show. We are installing Vic Blue Salvia, Antiqua Yellow Marigolds, and Pink Begonias. This is my favorite rotation for spring!
 - 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.
- Mulch installation start, straw is complete from the main street entrance to the roundabout and from the Kingston Corner entrance to Indian grass corner. I will provide weekly update for the installation progress.

Irrigation

- Techs have been running through the system and making repairs as we go.
- o All clocks are set to run 3 times a week due to the amount of rain we have had
- Lead tech is working with an IQ system to help the 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.

Fert/Chem

- o Our techs will be treating turf weeds throughout the community.
- The turf is starting to come out of dormancy. Teams are spreading granular fertilizer to green up turf and push healthy growth
- 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.





Date of report: 04/16/2025 Submitted by: Kevin McKendree & Richard Losco

RECDD I

Asphalt Trail around and along Waterfront Dr:

It was brought to our attention that the walking trail near the intersection of Waterfront Dr and Orange Branch Trail needed some attention. We had the damaged asphalt removed, cut away the tree roots and asphalted over the affected area. The repair part of this job is completed. The top seal coat is scheduled to be applied 4/9/25.

Waterslide:

We performed a rejuvenation of the interior of the waterslide. This was a buff and wax detail to remove streaking, along with caulking of the seams. During this process we had the slide inspected as well to identify any other underlying issues and have them addressed. We will look to possibly have the gel coat reapplied next offseason as there are some small slits that we need to keep our eyes on but the slide itself is safe for riders.

Waterslide Tower Frame Issues:

While inspecting the slide tower staircase we discovered that some of the platform's support beams had excessive rust. We brought in a structural engineer who was recommended by our district engineer to inspect the tower. The slide will remain closed until the repairs are made. We are coordinating scheduling now with Sterling Specialties as voted upon in Februarys meeting. Work commenced on 4/3/25. This will be a hard hat area during the demolition phase of this project. No unforeseen issues were discovered during the demolition of the upper deck.

Waterslide Tower Bolt Replacement:

The carriage bolts that attach the boards on the outside of the frame of the waterslide tower have rusted to the point where the heads have deteriorated. The lumber is still whole and in good shape, so we are simply looking to replace the bolts with 316 stainless steel versions for longevity. We are coordinating scheduling now with Sterling Specialties as voted upon in Februarys meeting. Work commenced on 4/3/25. This will be a hard hat area during the demolition phase of this project.

Filter Equipment for RiverHouse Pools:

The sand filters for both pools need repair. The sand needs to be changed out. When performing a change out there will need to be the internal parts changed as they will be broken due to their age. Unfortunately, the manufacturer of these filters went out of business years ago and the parts are not

available. This will make the filters have to be replaced. The slab cracking issues are band aided as well, and the slabs need to be removed and built properly up to current codes. We will begin gathering quotes for this.

RiverHouse Pool:

Crown Pools has ordered the pavers, and the project has been ordered to start right after Labor Day per the board's direction.

RiverHouse Pool Furniture:

Last off season we replaced the lounge chairs around the family pool at the RiverHouse and relocated any of the salvageable chairs to the lap pool side. This off-season we will need to order matching chairs for the lap pool side as the old ones are original to the property and have many broken welds and broken slings. We have ordered these and are awaiting their arrival. We have also ordered new tables and chairs for the top deck area.

Waterfall Grates:

The grates that ripple the water on the Main Street waterfall entrance are rusted and broken. We need to have all of these replaced and are pricing out options. The new grates will be made of aluminum. We are coordinating scheduling now with Sterling Specialties as voted upon in Februarys meeting.

Pothole on Footbridge alleyway:

There is a large pothole that formed on one of alleyways off Footbridge in the Gardens neighborhood. We got with the District Engineer to investigate the root cause of the pothole, and it was determined to have not been caused by an underlying water or drainage issue. We cold-patched the area for now until we can get it properly repaired. Duval Asphalt addressed this pothole properly for the time being until other work is decided on. The District Engineer will present quotes for this during April's meeting.

Street Signage around Main Street:

Many of the street signs in the Main Street District have seen better days. Their reflectivity is worn down from sun damage. We have contracted Sundancer Signs to replace the decals on these signs to bring them back up to standard. This is now completed.

Midges Pond K:

Supervisor White requested we investigate applying the midge fly program that we executed on pond Z this year for pond K. It was voted on to add Gambusia fish to this pond. We have contacted Florida Waterways, and they have ordered these from the fish hatchery. We are still waiting for the hatchery to produce enough Gambusia and we are likely a couple weeks away still.

Fencing around Rivertown BLVD:

The perimeter fence that surrounds Rivertown BLVD and connects onto Kendall Crossing is rotting. We have replaced boards that fall off and it needs painting at least. Our suggestion would be to replace this with Vinyl fencing rather than invest in painting it. We will gather quotes for this.

Water Fountain:

We are exploring the addition of a water fountain in the gym that is permanent and filtered like the ones in our newer facilities. In time this would save money due to no longer needing to provide cups or water jugs. CDD 2 and 3 have agreed to this, and we will await CDD 1's decision in April's meeting.

Cabana Grill:

The rental cabanas grill can no longer be repaired as the lid now comes apart along with the inside needing new parts again. We will be replacing the grill in its entirety.

RECDD II

Bar Stools:

We are purchasing new bar stools for the club as the old ones are worn out. These have been ordered, and we are awaiting their arrival.

RiverClub Painting:

The RiverClub needs fresh paint of the exterior as the old original coat has seen better days. The interior needs a new coat as well. It was voted on to have Investment Painting perform this job. We are working on scheduling now. The interior is completed, and the exterior is underway.

RECDD 3

Riverlodge Walkways:

We are looking at costs on expanding paver walkways at the Lodge, mostly around the lazy river. Although the current set up meets code and passes inspection, this will allow for safer traffic flow.

Settlement Green Space:

The grass in the green space as you drive into the Settlement is looking rough. This is due to the large amount of use by neighborhood children, specifically during the dormant season when the rhizomes in the grass cannot regenerate. We have tried to top-dress this area but did not find it successful as we have in other areas. We are exploring options now to resod the area and would recommend shifting to Bermuda from Zoysia. We also are exploring ways to keep golf carts and bikes off the turf and blocking drainage grates so that the kids do not trip in them.

All Districts

Street sign visibility audit:

We have been working with Supervisor Cameron on street signage that is not visible due to trees blocking them. Some of the trees are owned by CDD and some are homeowner trees. We are coordinating Yellowstone on the trimming back of our trees and will be notifying the HOA of any trees that are homeowner trees so that they may notify the residents. This is ongoing as tress have begun new growth with it being spring and are encroaching again on signs we have already fixed.

Christmas Lights:

We are gathering quotes to add permanent Christmas lights to all three amenity centers. This will be an extensive upfront cost but will save money long term and these lights have a lifetime warranty. They can also be color controlled to decorate for other holidays. We will likely present this in April's meetings.

(Continued)



Date of report 04/16/25

Submitted by: Kim Fatuch

Ongoing Projects

- We are exploring the idea of certain events being sponsored by local businesses.
- Exploring different companies for bids for holiday lighting as well as permanent lighting vendors

March Events

- 3.7.25 Vann Hardin at the Café
 - The café had over \$6k in sales. This guy was great.
- 3.8.25 Blood Drive Truck at RiverHouse
- 3.13.25 Music Bingo
 - Always a great turnout at Music Bingo.
- 3.15.25 Scavenger Hunt at RiverLodge
 - We had 168 people via 38 teams participate in the Scavenger Hunt. Everyone said they loved the tasks.









- 3.15.25 DJ at RiverClub for Spring Break Kickoff
 - Great reviews from residents saying they appreciated the laid back feel at the RiverClub with music.
- 3.20.25 Star Wars Trivia Night
 - Residents loved the themed Trivia. It was a packed house in the café.
 - Dj was very engaged with the residents
 - Will definitely invite back
- 3.22.25 Bubble Bash at RiverLodge
 - Residents are invited to play with all things bubble. We will have a foam zone, step in a bubble, chill in a bubble, bubble and shaved ice hut and a DJ with amazing music.
 - Roughly 300 residents showed up to this event. Received rave reviews from residents



3.22.25 - DJ at RiverClub closing out Spring Break

- Residents enjoyed the laid-back nature this DJ brought to the club
- 3.27.25 Trivia with a special Florida Gators round

April Events

4.4.25 – BIZA Quintet

- The Bartram Jazz Quintet will be regaling us with their music before heading off to Carnegie Hall.
- 4.6.25 Rockabilly on the River
 - We have partnered with Resident Patrick Kline to host a 1950's themed car show and concert day at the RiverClub Amphitheater.
 - There will be roughly 20 cars, Sunset Slush, Mike's Yum Yum food truck, a bounce house and live music by resident Favorite Davis Cook opening for Beau and the Burners.

4.12.25 – Spring Fling Vendor Market

- We have 43 vendors signed up for the vendor portion.
- We have solidified bounce houses, obstacle courses, an easter egg hunt and pictures with the Easter Bunny for the kids.

4.18.25 - Build-A-Bunny Event

- Resident kids are invited to stuff their own bunny. This is Rivertown's version of the Build-A-Bear franchise.
- This is a limited quantity event with 200 bunnies available.
- This is limited to one bunny per child.

4.26.25 – Community Garage Sale

- One person's trash is another person's treasure. It is time to clean out those winter bins and make a little cash
- All residents are welcome to contribute or sell at the community garage sale
- A registration link was sent out in the eblasts as well as April Newsletter going out on April 1st.



RECDD's Café Report

Date of report: 04/16/2025

Submitted by: Richard Losco & Lisa McCormick

Square POS Net Sales were up 18.5% for the month of February \$49,274 compared to \$41,580 prior year. Events at the facility included Music Bingo, Trivia, Friday Night Music, and Dinner Around the World. Hopefully, we can achieve an overall net sales increase of approximately 20% for the calendar year 2025!

Cost of Goods Sold (Food and Beverage) was 41.4% in the month of February, compared to 54.2% prior year. There was a tremendous improvement and cost-savings from prior year, but overall food prices are predicted to increase in the range of 3.0-3.5% in 2025. Menu design and pricing will be reviewed for cost containment and affordability for the residents.

Food & Beverage as % of Revenue:

Target 12-Month % Rate – 40% Optimal 12-Month % Rate – 35% Actual February '25 % Rate – 41%

Gross Wages as % of net sales were 35.6% in the month of February, compared to 41.5% prior year, a decrease of <14.2%>. We achieved our 12-month "Target Rate" of 35% and will continue to monitor throughout the year.

Gross Wages as % of Revenue:

Target 12-Month % Rate - 35%
Optimal 12-Month % Rate - 30%
Actual February '25 % Rate - 35%

Our spring break operation was extremely successful with Net Sales of \$30,830.36 for the stated period. We have also seen a significant increase in foot traffic at the RiverClub facility and use of the pool over the past several months. Revenue projections are positive and controlling costs will be our focus for the rest of the calendar year. Continued success will be achieved with execution and delivery of food and beverages with price points that can be absorbed by the residents.

We have maximized the capacity of our current space/facility and are contemplating ways to improve workflows and services without compromising on quality of product and delivery times. Will keep you updated on our progress.



RECDD's Monthly Amenity Manager Report

Date of report: **04/16/2025**

Submitted by: Richard Losco & Ken Council

RiverLodge Lazy River Hours:

10am – 9pm (Sun, Mon, Tues, & Thurs) *Closed Wednesdays*

10am - 10pm (Fri & Sat)

RiverLodge Lifeguard/WAP Hours:

Open Sat & Sun only until Summer Break

10am – 8pm (Saturday – Sunday)

RiverLodge GS Hours:

10am - 9pm (Sun - Tues, & Thurs) *Closed Wednesdays*

10am - 10pm (Fri/Sat)

RiverHouse GS Hours:

11am - 7pm (Sun, Tues, Wed, & Thurs) *Closed Mondays*

11am - 9pm (Fri & Sat)

RiverHouse LG Hours: 11am – 7pm Saturday & Sunday only until Summer Break.

Family Pool: *Closed until the Slide Tower is repaired due to construction*

Slide Hours: *Closed until repaired*

RiverClub GS Hours:

10am - 9pm (Sun, Mon, Wed, & Thurs) *Closed Tuesdays*

10am - 10pm (Fri/Sat)

- RiverHouse: The slide will not be open until the main support girder is repaired. Slide support girder repairs started April 3rd. The Family Pool will be closed until the slide tower repairs are complete. Lifeguards are on duty Saturdays and Sundays only until Summer Break. Pools/Facilities will be open on Memorial Day. The pool project will not begin until November 2nd. Pickleball Court Usage Sign and decals for the correction of the existing court rules sign have been put up. Commercial Fitness Rep came out on 3/27/2025 to service our elliptical cardio

machines as we have had reports of squeaking and excess noise. They are currently ordering parts to properly repair the machines. Ordered new starting block covers to prevent unauthorized use.

- RiverClub: The facility painting is still underway. Both firepits are functional. Access control system and Control 4 media system are both functional. Successful Comcast Fiber Pre-wire Survey: Wednesday 03.26.25. RiverClub EDI Install completed Thursday 04.03.25. Secure SI has ensured the firewalls are connected to the fiber network. Mr. Steamlux was out Tuesday 4.1.2025 to steam clean the patio furniture.
- RiverLodge: Amenity hours will end when Guest Service Staff are scheduled to leave as deck lighting has been approved. Lifeguards are on duty Saturdays and Sundays only until Summer Break. The Water Activity Pool will be open on Saturday/Sunday only until Summer Break begins on 5.31.2025. Successful Comcast Fiber Pre-wire Survey: Wednesday 3.26.2025. Comcast completed EDI Install on Wednesday 4.2.2025. Secure SI has ensured the firewalls are connected to the fiber network. Requested quotes to install rubber flooring in the Dumbbell area of the RiverLodge Fitness Center. 1st consultation visit scheduled for Wednesday April 9th, 2025.



ST JOHNS COUNTY SHERIFF'S OFFICE Stat Sheet

Rivertown CDD GMS Services LLC 475 W. Town Place, Suite 114 Saint Augustine, FL 32092

NAME / ID:				
DATE	CAD#	TIME IN	TIME OUT	TOTAL HOURS
	SJSO25CAD056647			5
ACTIVITY / COMMENTS:				
Total Contacts:4 Citations: 1 Warnings:	3 Top speed meausred b	y radar was;	, **42MPH o	nKeystone Corners**
**Responded to Business alarm in Shor	es at Rivertown of SR 13°	**		



ST JOHNS COUNTY SHERIFF'S OFFICE Statistic Sheet

Rivertown CDD Howard "Mac" McGaffney GMS Services LLC 475 W. Town Place, Suite 114 Saint Augustine, FL 32092

NAME / ID:				
DATE	CAD#	TIME IN	TIME OUT	TOTAL HOURS
	SJSO25CAD060534			4

ACTIVITY / COMMENTS:

SJSO25CAD060545, SJSO25CAD060563, SJSO25CAD060589, SJSO25CAD060608, SJSO25CAD060622, SJSO25CAD060630, SJSO25CAD060693, SJSO25CAD060690, SJSO25CAD060724

6 traffic stops resulting in 3 written warnings and 3 verbal warnings all for excessive speed. (Highest was 37mph in a 25mph zone.) Handled 2 different 911 hangups - made contact with with the caller both times who advised it was accidental. Received an apple iPhone notification for a severe crash, located the cell phone laying in the roadway with no sign of a crash. Was able to locate the phone owner and phone was returned.

RollKall Invoice#: 4642677



ST JOHNS COUNTY SHERIFF'S OFFICE **Statistic Sheet**

Rivertown CDD Corbin deNagy **GMS Services LLC** 475 W. Town Place, Suite 114 Saint Augustine, FL 32092

NAME / ID:				
DATE	CAD#	TIME IN	TIME OUT	TOTAL HOURS
	SJSO25CAD065487			6
ACTIVITY / COMMENTS:				
Total Contacts:12 Citations:5 Warning	s:7 Top speed meausred I	oy Radar was	, **40 MPH	on Orange Branch

Trail.

Spoke to a resident who was operating a dirtbike on the golf cart path. Advised of the Florida State Statute and requested he take the bike back to the residence. Stopped a juvenile wwho was operating an illegal electric dirtbike on the golf cart path. Parents were also contacted and were advised of the statute.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 4763667



ST JOHNS COUNTY SHERIFF'S OFFICE Statistic Sheet

Rivertown CDD Corbin deNagy GMS Services LLC 475 W. Town Place, Suite 114 Saint Augustine, FL 32092

NAME / ID:				
DATE	CAD#	TIME IN	TIME OUT	TOTAL HOURS
	SJSO25CAD069555			4.25
ACTIVITY / COMMENTS:				
Total Contacts:3 Citations:3 Warnings	:2 Top speed meausred by	y Radar was,	**39 MPH o	n Orange Branch Trail.
Arrest made for No Driver's License. Ass	isted with a juvenile probl	ems as well.		
Multiple rounds of patrols conducted th	roughout the entire neigh	borhood.		
RollKall Invoice#: 4800500				

Service Report



Work Order

00773021

Work Order

00773021

Number

00770021

Account Contact Rivers Edge III CDD Kevin McKendree

Address

73 Shinnecock Drive

Saint Johns, FL 32259

United States

Created Date

3/20/2025

Work Details

Specialist
Comments to
Customer

Report reflects work done on 3/19/25.

I launched the boat into pond PP in an attempt to get a better application on the algae and

submersed growth.

I used an water conditioning algaecide/aquatic herbicide/biocatalyst mix with the high pressure

spray system to treat this pond.

Algaecide/biocatalyst mix was used to treat

algae in ponds 83,II,AAA,VV & CCC.

Aquatic contact herbicide was applied in ponds ZZ & AAA to maintain excessive submersed

vegetation.

Dye was added to ponds to reduce light penetration and suppress growth.

Herbicide was used to treat invasive and

nuisance growth on the shorelines. Probiotics were added to ponds QQ,RR & BBB

in order to reduce nutrients contributing to growth.

Accessible trash was removed, however, more

Accessible trash was removed, however, more time will be spent next visit on the construction trash in ponds.

Thank you for being a Solitude customer!

Prepared By

KYLE FOLLANSBEE



Work Order 00773021 Work Order 00773021

Number

00773021

Account Rivers Edge III CDD

Contact Kevin McKendree

Address 73 Shinnecock Drive

Saint Johns, FL 32259 United States

Created Date 3/20/2025

Work Order Assets		
Asset	Status	Product Work Type
Rivers Edge CDD III Pond 84	Inspected	
Rivers Edge CDD III Pond 85	Treated	
Rivers Edge CDD III Pond 82	Treated	
Rivers Edge CDD III Pond 83	Treated	
Rivers Edge CDD III Pond 80	Inspected	
Rivers Edge CDD III Pond 81	Treated	
Rivers Edge CDD III Pond 86	Treated	
Rivers Edge CDD III Pond 90	Inspected	
Rivers Edge CDD III Pond AAA	Treated	
Rivers Edge CDD III Pond BBB	Treated	
Rivers Edge CDD III Pond YY	Inspected	
Rivers Edge CDD III Pond ZZ	Treated	
Rivers Edge CDD III Pond RR	Treated	
Rivers Edge CDD III Pond VV	Treated	
Rivers Edge CDD III Pond PP	Treated	
Rivers Edge CDD III Pond QQ	Treated	
Rivers Edge CDD III Pond 88	Treated	
Rivers Edge CDD III Pond 89	Treated	
Rivers Edge CDD III LAKE ALL	Treated	
Rivers Edge CDD III Pond 87	Treated	
Rivers Edge CDD III Pond EEE	Treated	
Rivers Edge CDD III Pond FFF	Inspected	
Rivers Edge CDD III Pond CCC	Treated	
Rivers Edge CDD III Pond DDD	Treated	
Rivers Edge CDD III Pond II	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD III Pond 90	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 90	MONITORING	
Rivers Edge CDD III Pond 90	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 90	ALGAE CONTROL	



Work Order

00773021

Work Order

00773021

Number

Account Contact

Rivers Edge III CDD Kevin McKendree

Address

73 Shinnecock Drive

Saint Johns, FL 32259

Created Date	3	/	2	2	C)	/	2	2	C);	2	5)	
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Rivers Edge CDD III Pond 86	SHORELINE WEED CONTROL
Rivers Edge CDD III Pond 86	MONITORING
Rivers Edge CDD III Pond 86	LAKE WEED CONTROL
Rivers Edge CDD III Pond 86	ALGAE CONTROL
Rivers Edge CDD III Pond 85	SHORELINE WEED CONTROL
Rivers Edge CDD III Pond 85	MONITORING
Rivers Edge CDD III Pond 85	LAKE WEED CONTROL
Rivers Edge CDD III Pond 85	ALGAE CONTROL
Rivers Edge CDD III Pond 84	SHORELINE WEED CONTROL
Rivers Edge CDD III Pond 84	MONITORING
Rivers Edge CDD III Pond 84	LAKE WEED CONTROL
Rivers Edge CDD III Pond 84	ALGAE CONTROL
Rivers Edge CDD III Pond 83	SHORELINE WEED CONTROL
Rivers Edge CDD III Pond 83	MONITORING
Rivers Edge CDD III Pond 83	LAKE WEED CONTROL
Rivers Edge CDD III Pond 83	ALGAE CONTROL
Rivers Edge CDD III Pond 82	SHORELINE WEED CONTROL
Rivers Edge CDD III Pond 82	MONITORING
Rivers Edge CDD III Pond 82	LAKE WEED CONTROL
Rivers Edge CDD III Pond 82	ALGAE CONTROL
Rivers Edge CDD III Pond 81	SHORELINE WEED CONTROL
Rivers Edge CDD III Pond 81	MONITORING
Rivers Edge CDD III Pond 81	LAKE WEED CONTROL
Rivers Edge CDD III Pond 81	ALGAE CONTROL
Rivers Edge CDD III Pond 80	SHORELINE WEED CONTROL
Rivers Edge CDD III Pond 80	MONITORING
Rivers Edge CDD III Pond 80	LAKE WEED CONTROL
Rivers Edge CDD III Pond 80	ALGAE CONTROL
Rivers Edge CDD III Pond 89	SHORELINE WEED CONTROL
Rivers Edge CDD III Pond 89	MONITORING
Rivers Edge CDD III Pond 89	LAKE WEED CONTROL
Rivers Edge CDD III Pond 89	ALGAE CONTROL
Rivers Edge CDD III Pond 88	SHORELINE WEED CONTROL
Rivers Edge CDD III Pond 88	MONITORING



Work Order

00773021

Work Order

00773021

Number

Account Rivers Edge III CDD

Contact Kevin McKendree

Address 73 Shinnecock Drive

Saint Johns, FL 32259

Created Date	3/20/2025

Created Date	3/20/2025	
Rivers Edge CDD	III Pond 88	LAKE WEED CONTROL
Rivers Edge CDD	III Pond 88	ALGAE CONTROL
Rivers Edge CDD	III Pond 87	SHORELINE WEED CONTROL
Rivers Edge CDD	III Pond 87	MONITORING
Rivers Edge CDD	III Pond 87	LAKE WEED CONTROL
Rivers Edge CDD	III Pond 87	ALGAE CONTROL
Rivers Edge CDD	III LAKE ALL	SHORELINE WEED CONTROL
Rivers Edge CDD	III LAKE ALL	MONITORING
Rivers Edge CDD	III LAKE ALL	LAKE WEED CONTROL
Rivers Edge CDD	III LAKE ALL	ALGAE CONTROL
Rivers Edge CDD	III Pond FFF	SHORELINE WEED CONTROL
Rivers Edge CDD	III Pond FFF	MONITORING
Rivers Edge CDD	III Pond FFF	LAKE WEED CONTROL
Rivers Edge CDD	III Pond FFF	ALGAE CONTROL
Rivers Edge CDD	III Pond EEE	SHORELINE WEED CONTROL
Rivers Edge CDD	III Pond EEE	MONITORING
Rivers Edge CDD	III Pond EEE	LAKE WEED CONTROL
Rivers Edge CDD	III Pond EEE	ALGAE CONTROL
Rivers Edge CDD	III Pond DDD	SHORELINE WEED CONTROL
Rivers Edge CDD	III Pond DDD	MONITORING
Rivers Edge CDD	III Pond DDD	LAKE WEED CONTROL
Rivers Edge CDD	III Pond DDD	ALGAE CONTROL
Rivers Edge CDD	III Pond CCC	SHORELINE WEED CONTROL
Rivers Edge CDD	III Pond CCC	MONITORING
Rivers Edge CDD	III Pond CCC	LAKE WEED CONTROL
Rivers Edge CDD	III Pond CCC	ALGAE CONTROL
Rivers Edge CDD	III Pond BBB	SHORELINE WEED CONTROL
Rivers Edge CDD	III Pond BBB	MONITORING
Rivers Edge CDD	III Pond BBB	LAKE WEED CONTROL
Rivers Edge CDD	III Pond BBB	ALGAE CONTROL
Rivers Edge CDD	III Pond AAA	SHORELINE WEED CONTROL
Rivers Edge CDD	III Pond AAA	MONITORING
Rivers Edge CDD	III Pond AAA	LAKE WEED CONTROL
Rivers Edge CDD	III Pond AAA	ALGAE CONTROL



Work Order

00773021

Work Order

00773021

Number

Account Rivers Edge III CDD

Contact Kevin McKendree

Address 73 Shinnecock Drive

Saint Johns, FL 32259

0/20/2020	Created	Date	3/20/2025
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Created Date 3	8/20/2023	
Rivers Edge CDD III	Pond ZZ	SHORELINE WEED CONTROL
Rivers Edge CDD III	Pond ZZ	MONITORING
Rivers Edge CDD III	Pond ZZ	LAKE WEED CONTROL
Rivers Edge CDD III	Pond ZZ	ALGAE CONTROL
Rivers Edge CDD III	Pond YY	SHORELINE WEED CONTROL
Rivers Edge CDD III	Pond YY	MONITORING
Rivers Edge CDD III	Pond YY	LAKE WEED CONTROL
Rivers Edge CDD III	Pond YY	ALGAE CONTROL
Rivers Edge CDD III	Pond VV	SHORELINE WEED CONTROL
Rivers Edge CDD III	Pond VV	MONITORING
Rivers Edge CDD III	Pond VV	LAKE WEED CONTROL
Rivers Edge CDD III	Pond VV	ALGAE CONTROL
Rivers Edge CDD III	Pond RR	SHORELINE WEED CONTROL
Rivers Edge CDD III	Pond RR	MONITORING
Rivers Edge CDD III	Pond RR	LAKE WEED CONTROL
Rivers Edge CDD III	Pond RR	ALGAE CONTROL
Rivers Edge CDD III	Pond QQ	SHORELINE WEED CONTROL
Rivers Edge CDD III	Pond QQ	MONITORING
Rivers Edge CDD III	Pond QQ	LAKE WEED CONTROL
Rivers Edge CDD III	Pond QQ	ALGAE CONTROL
Rivers Edge CDD III	Pond PP	SHORELINE WEED CONTROL
Rivers Edge CDD III	Pond PP	MONITORING
Rivers Edge CDD III	Pond PP	LAKE WEED CONTROL
Rivers Edge CDD III	Pond PP	ALGAE CONTROL
Rivers Edge CDD III	Pond II	SHORELINE WEED CONTROL
Rivers Edge CDD III	Pond II	MONITORING
Rivers Edge CDD III	Pond II	LAKE WEED CONTROL
Rivers Edge CDD III	Pond II	ALGAE CONTROL
Rivers Edge CDD III	Pond II	
Rivers Edge CDD III	Pond DDD	
Rivers Edge CDD III	Pond CCC	
Rivers Edge CDD III	Pond FFF	
Rivers Edge CDD III	Pond EEE	
Rivers Edge CDD III	Pond 87	



Work Order Work Order

Rivers Edge CDD III Pond 84

Number

00773021 00773021 Account Rivers Edge III CDD

Contact Kevin McKendree

Address 73 Shinnecock Drive

Saint Johns, FL 32259

Created Date	3/20/2025
Rivers Edge CDD	III LAKE ALL
Rivers Edge CDD	III Pond 89
Rivers Edge CDD	III Pond 88
Rivers Edge CDD	III Pond QQ
Rivers Edge CDD	III Pond PP
Rivers Edge CDD	III Pond VV
Rivers Edge CDD	III Pond RR
Rivers Edge CDD	III Pond ZZ
Rivers Edge CDD	III Pond YY
Rivers Edge CDD	III Pond BBB
Rivers Edge CDD	III Pond AAA
Rivers Edge CDD	III Pond 90
Rivers Edge CDD	III Pond 86
Rivers Edge CDD	III Pond 81
Rivers Edge CDD	III Pond 80
Rivers Edge CDD	III Pond 83
Rivers Edge CDD	III Pond 82
Rivers Edge CDD	III Pond 85



A.



MINUTES OF MEETING RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

The audit committee meeting of the Rivers Edge III Community Development District was held on Wednesday, March 19, 2025 at 9:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present were:

DJ Smith Chairman
Jarrett O'Leary Supervisor
Stacey Robertson Supervisor

Also present were:

Corbin deNagy District Manager Lauren Gentry District Counsel

FIRST ORDER OF BUSINESS

Call to Order

Mr. deNagy called the meeting to order at 9:00 p.m.

SECOND ORDER OF BUSINESS Approval of Auditor Selection Evaluation Criteria

Mr. deNagy stated that there are five criteria being proposed, each weighted equally at 20 points: ability of personnel, proposer's experience, understanding scope of work, ability to furnish the required services, and price.

Ms. Gentry added that the statutes make the price criteria optional, however there are only a few firms that provide this service, so the decision often does come down to price.

On MOTION by Mr. Smith seconded by Mr. O'Leary with all in favor the auditor selection evaluation criteria were approved as presented.

THIRD ORDER OF BUSINESS

Other Business

There being none, the next item followed.

FOURTH ORDER OF BUSINESS Adjournment

The audit committee meeting was adjourned.

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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, March 19, 2025 at 9:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

DJ Smith Chairman
Jarrett O'Leary Supervisor
Stacey Robertson Supervisor

Also present were:

Corbin deNagy District Manager
Lauren Gentry District Counsel
Mary Grace Henley District Counsel
Richard Losco General Manager

Jason DavidsonRegional General ManagerKevin McKendreeField Operations ManagerGarrett CannadyYellowstone LandscapeMalcolm SantosYellowstone LandscapeKim FatuchAssistant General Manager

Ken Council Amenity Manager

Several Residents

The following is a summary of the discussions and actions taken at the March 19, 2025 meeting.

FIRST ORDER OF BUSINESS Roll Call

Mr. deNagy called the meeting to order at approximately 9:00 a.m.

SECOND ORDER OF BUSINESS Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS Staff Reports

A. Landscape Maintenance – Monthly Report

A copy of Yellowstone's monthly landscape maintenance report was included in the agenda package for the Board's review.

March 19, 2025 Rivers Edge III CDD

B. District Engineer

There being nothing to report, the next item followed.

C. District Counsel

Ms. Gentry reported that her firm is tracking the legislative session and any bills that may affect CDDs. A few they're following are related to increasing sovereign immunity, assessments on lands that are zoned agricultural, and repealing the goals and objectives bill that was passed last year.

D. District Manager

There being nothing to report, the next item followed.

E. General Manager - Monthly Operations and Pond Reports

A copy of the monthly operations report was included in the agenda package. Mr. Losco provided an update on the spring break operations for the facilities.

Mr. Smith asked if a sunken sailboat just off the dock will be removed.

Mr. McKendree stated that the Coast Guard has advised that it will be there for a while before it can be removed as it is a derelict vessel.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Minutes
 - 1. February 19, 2025 Meeting
 - 2. February 19, 2025 Joint Workshop
- B. Financial Statements as of January 31, 2025
- C. Check Register

Copies of the minutes, financial statements, and check register totaling \$312,861.12 were included in the agenda package for the Board's review.

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

FIFTH ORDER OF BUSINESS

Acceptance of the Audit Committee's Recommended Auditor Evaluation Criteria and Authorizing Staff to Issue and RFP for Audit Services

March 19, 2025 Rivers Edge III CDD

On MOTION by Mr. Smith seconded by Mr. O'Leary with all in favor the five auditor selection evaluation criteria recommended by the audit committee were accepted and staff was authorized to issue a request for proposals for audit services.

SIXTH ORDER OF BUSINESS Consideration of Construction Funding Request No. 6

A copy of construction funding request number six including invoices related to the State Road 13 roundabout construction totaling \$978,432.03 was included in the agenda package for the Board's review.

On MOTION by Mr. Smith seconded by Mr. O'Leary with all in favor construction funding request number six was approved.

SEVENTH ORDER OF BUSINESS Supervisor Requests

Mr. Smith questioned if it was worth sending an e-blast to the residents regarding results of a meeting held to discuss dedicating the roads to the county, versus dedicating them to the CDD.

Ms. Gentry stated that her firm is happy to put together a message to let the residents know that the plats passed as they were presented, meaning the county is taking the roads.

EIGHTH ORDER OF BUSINESS Audience Comments

Robert Cameron questioned if the homeschool group should be charged to use the facility given that there has been some superficial damage done during their use.

Ms. Gentry stated that in general, if someone is causing damage to the facilities, the District does have the ability to charge the renter for the cost of the clean-up or repair for any damage, and if they do not pay it, they can be suspended from using the facilities.

Mr. Losco suggested capping the number of children allowed. Mr. Smith added and requiring that the group be residents-only.

NINTH ORDER OF BUSINESS

Next Scheduled Meeting – Wednesday,

April 16, 2025 at 9:00 a.m. at the

RiverHouse

TENTH ORDER OF BUSINESS Adjournment

March 19, 2025 Rivers Edge III CDD

The meeting adjourned at approximation of the meeting adjourned at a proximation of the meeting at a proximation of the meetin	mately 9:19 a.m.
Secretary/Assistant Secretary	Chairman/Vice Chairman



Community Development District

Unaudited Financial Reporting February 28, 2025



Rivers Edge III Community Development District Combined Balance Sheet February 28, 2025

	General Fund	ı	Debt Service Fund	Саן	oital Reserve Fund	Ca	pital Project Fund	Go	Totals overnmental Funds
Assets:									
Cash:									
Operating Account	\$ 53,152	\$	-	\$	29,963	\$	-	\$	83,115
Due from Capital Project Fund	5,351		-		-		-		5,351
Investments:									
State Board of Administration (SBA)	1,189		-		-		-		1,189
Custody	305,363		-		-		-		305,363
Series 2021									
Reserve	-		277,469		-		-		277,469
Revenue	-		622,651		-		-		622,651
Construction	-		-		-		443		443
Series 2024									
Reserve	-		347,759		-		-		347,759
Capital Interest	-		601,838		-		-		601,838
Construction	-		-		-		26,883		26,883
Deposits	1,550		-		-		-		1,550
Total Assets	\$ 366,606	\$	1,849,718	\$	29,963	\$	27,326	\$	2,273,613
Liabilities:									
Accounts Payable	\$ 9,096	\$	-	\$	-	\$	-	\$	9,096
Accrued Expenses	12,974		-		-		-		12,974
Due to General Fund	-		-		-		5,351		5,351
Due to Rivers Edge CDD	-		-		114,016		-		114,016
Total Liabilites	\$ 22,070	\$	-	\$	114,016	\$	5,351	\$	141,437
Fund Balance:									
Nonspendable:									
Deposits	\$ 1,550	\$	-	\$	-	\$	-	\$	1,550
Restricted for:									
Debt Service - Series	-		1,849,718		-		-		1,849,718
Capital Project - Series	-		-		-		21,975		21,975
Assigned for:									
Capital Reserve Fund	-		-		(84,053)		-		(84,053)
Unassigned	342,986		-		-		-		342,986
Total Fund Balances	\$ 344,536	\$	1,849,718	\$	(84,053)	\$	21,975	\$	2,132,176

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pro	rated Budget		Actual			
		Budget	Thr	u 02/28/25	Thi	ru 02/28/25	Variance		
Revenues:									
	\$	918,137	\$	912,872	\$	912,872	\$		
Special Assessments - Tax Roll Special Assessments - Direct Bill	Ф	76,160	Ф	76,160	Ф	76,160	Ф	-	
Developer Contributions		845,241		404,690		404,690		-	
Miscellaneous Income/Interest		2,000		2,000		2,106		106	
Miscenaneous income/ interest		2,000				2,100		100	
Total Revenues	\$	1,841,538	\$	1,395,723	\$	1,395,828	\$	106	
Expenditures:									
General & Administrative:									
District Engineer	\$	5,000	\$	2,083	\$	2,160	\$	(77)	
District Counsel		25,000		10,417		10,766		(350)	
District Management		31,461		13,109		13,109		(0)	
Assessment Roll Administration		5,618		5,618		5,618		-	
Dissemination Agent		3,933		1,639		1,639		(0)	
Information Technology		1,348		562		562		0	
Website Administration		2,022		843		842		0	
Website Maintenance		848		353		400		(47)	
Annual Audit		5,200		-		-		-	
Trustee Fees		6,000		2,188		2,188		-	
Arbitrage Rebate		600		-		-		-	
Гelephone		150		63		2		60	
Postage & Delivery		250		250		379		(129)	
Printing & Binding		1,000		417		67		350	
Insurance General Liability		6,334		6,334		6,161		173	
Legal Advertising		1,500		1,500		1,851		(351)	
Other Current Charges		500		208		-		208	
Office Supplies		50		21		2		19	
Dues, Licenses & Subscriptions		175		175		175		-	
Total General & Administrative	\$	96,989	\$	45,778	\$	45,920	\$	(142)	
Operations & Maintenance									
Grounds Maintenance:									
Cost Share Landscaping - Rivers Edge	\$	103,480	\$	43,117	\$	43,117	\$	0	
Field Operations Management (Vesta)		39,438		16,433		16,808		(375)	
Landscape Maintenance		476,418		198,507		317,507		(119,000)	
Landscape Contingency		15,000		15,000		50,075		(35,075)	
rrigation Repairs and Maintenance		40,000		40,000		46,671		(6,671)	
Lake Maintenance		18,000		7,500		9,210		(1,710)	
rrigation Water Use		7,200		7,200		99,151		(91,951)	
Electric		1,000		1,000		21,408		(20,409)	
Street Lighting		10,000		4,167		-		4,167	
Street and Drainage Maintenance		3,000		1,250		-		1,250	
Other Repair & Replacements		10,000		4,167		4,446		(279)	
Subtotal Grounds Maintenance	\$	723,535	\$	338,340	\$	608,392	\$	(270,053)	

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	ated Budget		Actual		
		Budget	Thr	u 02/28/25	Thr	u 02/28/25		Variance
Amenity Center:								
Cost Share Amenity - Rivers Edge	\$	155,848	\$	64,937	\$	64,937	\$	0
General Manager (Vesta)		46,793		19,497		19,628		(131)
Amenity Manager (Vesta)		29,632		12,347		12,347		0
Maintenance Service (Vesta)		103,123		42,968		42,968		0
Lifestyle Director (Vesta)		43,329		18,054		18,054		-
Lifeguards (Vesta)		53,507		-		-		-
Facility Attendant (Vesta)		85,718		35,716		35,716		(0)
Janitorial (Vesta)		32,875		13,698		13,698		0
Security Monitoring		1,800		750		555		195
Security Guards		25,000		10,417		-		10,417
Telephone		8,500		3,542		7,210		(3,668)
Insurance		14,000		14,000		80,229		(66,229)
Fitness Equipment Lease		68,488		28,537		28,707		(170)
Window Cleaning		1,500		625		-		625
Pressure Washing		15,000		6,250		-		6,250
Pool Chemicals		20,000		8,333		9,107		(773)
Natural Gas		500		208		-		208
Electric		20,000		8,333		-		8,333
Water & Sewer		30,000		12,500		6,122		6,378
Amenity Repairs and Replacement		10,000		10,000		13,955		(3,955)
Refuse		15,000		6,250		5,973		277
Pest Control		3,600		1,500		400		1,100
Fire Alarm System and Maintenance		2,000		833		-		833
Access Cards		1,000		417		-		417
License & Permits		1,800		750		-		750
Special Events		15,000		6,250		8,323		(2,073)
Holiday Decorations		10,000		4,167		-		4,167
Office Supplies & Postage		1,500		625		-		625
Capital Expenditures		5,500		2,292		-		2,292
Capital Reserve Funding		200,000		-		-		-
Subtotal Amenity Center	\$	1,021,013	\$	333,794	\$	367,927	\$	(34,132)
T. 10 J. OW.		1 = 11 = 10		(2 0.404		074.040	•	(00440#)
Total Operations & Maintenance	\$	1,744,548	\$	672,134	\$	976,319	\$	(304,185)
Total Expenditures	\$	1,841,538	\$	717,912	\$	1,022,239	\$	(304,327)
Excess (Deficiency) of Revenues over Expenditures	\$	0	\$	677,811	\$	373,589	\$	(304,222)
Other Financing Sources/(Uses):								
vener Amunemy vour cest (vises).								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	(0)	\$	677,811	\$	373,589	\$	(304,222)
Fund Balance - Beginning	\$	-			\$	(29,053)		
Fund Balance - Ending	\$	(0)			\$	344,536		
Tuna Dalance Linuing	Ψ	(0)			Ψ	311,330		

Rivers Edge III Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ - \$	49,620 \$	832,586 \$	- \$	30,666 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	912,872
Special Assessments - Direct Bill	38,080	38,080	-	-	-	-	-	-	-	-	-	-	76,160
Developer Contributions	-	404,690	-	-	-	-	-	-	-	-	-	-	404,690
Miscellaneous Income/Interest	30	25	117	844	1,089	-	-	-	-	-	-	-	2,106
Total Revenues	\$ 38,110 \$	492,416 \$	832,703 \$	844 \$	31,755 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,395,828
Expenditures:													
General & Administrative:													
District Engineer	\$ 2,035 \$	125 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,160
District Counsel	2,132	2,107	899	2,280	3,349	-	-	-	-	-	-	-	10,766
District Management	2,622	2,622	2,622	2,622	2,622	-	-	-	-	-	-	-	13,109
Assessment Roll Administration	5,618	-	-	-	-	-	-	-	-	-	-	-	5,618
Dissemination Agent	328	328	328	328	328	-	-	-	-	-	-	-	1,639
Information Technology	112	112	112	112	112	-	-	-	-	-	-	-	562
Website Administration	169	169	168	169	169	-	-	-	-	-	-	-	842
Website Maintenance	-	-	400	-	-	-	-	-	-	-	-	-	400
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	2,188	-	-	-	-	-	-	-	-	-	-	-	2,188
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	2	-	-	-	-	-	-	-	-	2
Postage & Delivery	87	217	28	10	36	-	-	-	-	-	-	-	379
Printing & Binding	11	12	31	1	12	-	-	-	-	-	-	-	67
Insurance General Liability	6,161	-	-	-	-	-	-	-	-	-	-	-	6,161
Legal Advertising	1,851	-	-	-	-	-	-	-	-	-	-	-	1,851
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	0	1	-	0	1	-	-	-	-	-	-	-	2
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 23,488 \$	5,692 \$	4,588 \$	5,524 \$	6,628 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	45,920
Operations & Maintenance													
Grounds Maintenance:													
Cost Share Landscaping - Rivers Edge	\$ 8,623 \$	8,623 \$	8,623 \$	8,623 \$	8,623 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	43,117
Field Operations Management (Vesta)	3,287	3,287	3,517	3,431	3,287	-	-	-	-	-	-	-	16,808
Landscape Maintenance	63,501	63,501	63,501	63,501	63,501	-	-	-	-	-	-	-	317,507
Landscape Contingency	-	2,020	1,125	46,930	-	-	-	-	-	-	-	-	50,075
Irrigation Repairs and Maintenance	9,640	11,473	12,149	9,543	3,866	-	-	-	-	-	-	-	46,671
Lake Maintenance	1,842	1,842	1,842	1,842	1,842	-	-	-	-	-	-	-	9,210
Irrigation Water Use	13,065	19,862	27,432	26,747	12,045	-	-	-	-	-	-	-	99,151
Electric	4,285	4,132	4,131	4,554	4,306	-	-	-	-	-	-	-	21,408
Street Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Street and Drainage Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Repair & Replacements	2,346	-	-	2,100	-	-	-	-	-	-	-	-	4,446

Rivers Edge III Community Development District

Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Center:														
Cost Share Amenity - Rivers Edge	\$	12,987 \$	12,987 \$	12,987 \$	12,987 \$	12,987 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	64,937
General Manager (Vesta)		3,899	3,899	3,899	3,899	4,030	-	-	-	-	-	-		19,628
Amenity Manager (Vesta)		2,469	2,469	2,469	2,469	2,469	-	-	-	-	-	-		12,347
Maintenance Service (Vesta)		8,594	8,594	8,594	8,594	8,594	-	-	-	-	-	-	-	42,968
Lifestyle Director (Vesta)		3,611	3,611	3,611	3,611	3,611	-	-	-	-	-	-		18,054
Lifeguards (Vesta)		-	-	-	-	-	-	-	-	-	-	-	-	-
Facility Attendant (Vesta)		7,143	7,143	7,143	7,143	7,143	-	-	-	-	-	-	-	35,716
Janitorial (Vesta)		2,740	2,740	2,740	2,740	2,740	-	-	-	-	-	-	-	13,698
Security Monitoring		-	-	555	-	-	-	-	-	-	-	-	-	555
Security Guards		-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone		1,932	1,882	961	1,217	1,217	-	-	-	-	-	-	-	7,210
Insurance		80,229	-	-	-	-	-	-	-	-	-	-	-	80,229
Fitness Equipment Lease		5,741	5,741	5,741	5,741	5,741	-	-	-	-	-	-	-	28,707
Window Cleaning		-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing		-	-	-	-	-	-	-	-	-	-	-	-	-
Pool Chemicals		3,186	1,560	1,350	-	3,010	-	-	-	-	-	-	-	9,107
Natural Gas		-	-	-	-	-	-	-	-	-	-	-	-	-
Electric		-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer		1,063	1,473	1,694	963	928	-	-	-	-	-	-	-	6,122
Amenity Repairs and Replacement		8,777	900	1,817	447	2,014	-	-	-	-	-	-	-	13,955
Refuse		1,180	1,180	1,172	1,214	1,227	-	-	-	-	-	-	-	5,973
Pest Control		80	80	80	-	160	-	-	-	-	-	-	-	400
Fire Alarm System and Maintenance		-	-	-	-	-	-	-	-	-	-	-	-	-
Access Cards		-	-	-	-	-	-	-	-	-	-	-	-	-
License & Permits		-	-	-	-	-	-	-	-	-	-	-	-	-
Special Events		-	-	-	7,798	525	-	-	-	-	-	-	-	8,323
Holiday Decorations		-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies & Postage		-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures		-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Funding		-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Amenity Center	\$	143,632 \$	54,260 \$	54,814 \$	58,824 \$	56,396 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	367,927
	•	0#0.004 A	150,000 \$	4== 10= A	224224	4500/5 A	•		•	•	•			07/0/0
Total Operations & Maintenance	\$	250,221 \$	169,000 \$	177,135 \$	226,096 \$	153,867 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	976,319
Total Expenditures	\$	273,709 \$	174,692 \$	181,723 \$	231,620 \$	160,495 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,022,239
Excess (Deficiency) of Revenues over Expenditures	\$	(235,598) \$	317,723 \$	650,980 \$	(230,776) \$	(128,740) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	373,589
Other Financing Sources/Uses:														
Transfer In/(Out)	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Other Financing Sources/Uses	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Net Change in Fund Balance	\$	(235,598) \$	317,723 \$	650,980 \$	(230,776) \$	(128,740) \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	373,589

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pror	ated Budget		Actual	
	Budget	Thr	u 02/28/25	Thi	ru 02/28/25	Variance
Revenues:						
Special Assessments - Tax Roll	\$ 552,665	\$	547,424	\$	547,424	\$ -
Special Assessments - Prepayments	-		-		60,460	60,460
Interest Income	10,000		10,000		11,029	1,029
Total Revenues	\$ 562,665	\$	557,424		\$618,913	\$ 61,489
Expenditures:						
Interest - 11/1	\$ 168,045	\$	168,045	\$	168,045	\$ -
Principal Prepayment - 2/1	-		-		65,000	(65,000)
Interest - 2/1	-		-		594	(594)
Interest - 5/1	168,045		-		-	-
Principal - 5/1	215,000		-		-	-
Total Expenditures	\$ 551,090	\$	168,045	\$	233,639	\$ (65,594)
Excess (Deficiency) of Revenues over Expenditures	\$ 11,575	\$	389,379	\$	385,274	\$ (4,105)
Other Financing Sources/(Uses):						
Transfer In/(Out)	\$ -	\$	-	\$	-	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$	-	\$	-	\$ -
Net Change in Fund Balance	\$ 11,575	\$	389,379	\$	385,274	\$ (4,105)
Fund Balance - Beginning	\$ 233,368			\$	514,846	
Fund Balance - Ending	\$ 244,943			\$	900,120	

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Proposed		Proi	rated Budget		Actual		
		Budget	Thr	u 02/28/25	Th	ru 02/28/25	,	Variance
Revenues:								
Special Assessment (1)	\$	-	\$	-	\$	-	\$	-
Interest Income		10,000		10,000		20,117		10,117
Total Revenues	\$	10,000	\$	10,000	\$	20,117	\$	10,117
Expenditures:								
Interest - 11/1	\$	256,796	\$	256,796	\$	256,796	\$	-
Interest - 5/1		281,849		-		-		-
Principal - 5/1		-		-		-		-
Total Expenditures	\$	538,644	\$	256,796	\$	256,796	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	(528,644)	\$	(246,796)	\$	(236,679)	\$	10,117
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	(528,644)	\$	(246,796)	\$	(236,679)	\$	10,117
Found Dalance Destruction	¢.	1 170 252			ф.	1 106 277		
Fund Balance - Beginning	\$	1,178,252			\$	1,186,277		
Fund Balance - Ending	\$	649,608			\$	949,598		

⁽¹⁾ Bonds Series 2024 are under Capitalized Interest until 11/1/25, Assessments Start in FY26

Rivers Edge III **Community Development District**

Statement of Revenues and Expenditures

Capital Projects Funds

Description	S	E 2021	SE 2024	Total
Revenues				
Interest Income:				
Construction	\$	8	\$ 394	\$ 402
Cost of Issuance		-	118	118
Developer Contributions		-	2,352,364	2,352,364
Transfer In		-	-	-
Total Revenues	\$	8	\$ 2,352,875	\$ 2,352,884
<u>Expenditures</u>				
Capital Outlay	\$	-	\$ 2,352,364	\$ 2,352,364
Transfer Out		-	-	-
Total Expenditures	\$	-	\$ 2,352,364	\$ 2,352,364
Excess Revenues (Expenditures)	\$	8	\$ 512	\$ 520
Fund Balance - Beginning	\$	(4,917)	\$ 26,371	\$ 21,455
Fund Balance - Ending	\$	(4,908)	\$ 26,883	\$ 21,975

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prora	ated Budget		Actual	
		Budget	Thru	02/28/25	Thr	u 02/28/25	Variance
Revenues							
Capital Reserve Funding	\$	200,000	\$	-	\$	-	\$ -
Developer Contributions		-		-		-	-
Interest		100		42		-	(42)
Total Revenues	\$	200,100	\$	42	\$	-	\$ (42)
Expenditures:							
Repair and Replacements	\$	5,000	\$	2,083	\$	-	\$ 2,083
Capital Outlay		-		-		114,016	(114,016)
Bank Fee		-		-		30	(30)
Total Expenditures	\$	5,000	\$	2,083	\$	114,046	\$ (111,962)
Excess (Deficiency) of Revenues over Expenditures	\$	195,100	\$	(2,042)	\$	(114,046)	\$ 111,921
Other Financing Sources/(Uses)							
Transfer In/(Out)	\$	-	\$	-	\$	-	\$ -
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$ -
Net Change in Fund Balance	\$	195,100			\$	(114,046)	
Fund Balance - Beginning	\$	46,016			\$	29,992	
Fund Balance - Ending	\$	241,116			\$	(84,053)	

Community Development District

Long Term Debt Report

Series 2021.	Capital In	nprovement I	Revenue Bonds
DCIICS LULI,	oupitui III	ipi oveinenti	tevenue Donas

Interest Rate: 2.47% - 3.75% Maturity Date: 5/1/2051

Reserve Fund Definition 50% of Maximum Annual Debt at Issuance

Reserve Fund Requirement \$ 277,469
Reserve Fund Balance \$ 277,469

Bonds outstanding - 4/23/2021 \$ 9,880,000

 Less: May 1, 2022 (Mandatory)
 (200,000)

 Less: May 1, 2023 (Mandatory)
 (205,000)

 Less: May 1, 2024 (Mandatory)
 (210,000)

 Less: February 1, 2025 (Prepayment)
 (65,000)

Current Bonds Outstanding \$ 9,200,000

Series 2024, Capital Improvement Revenue Bonds

Interest Rate: 4.87% - 5.95% Maturity Date: 5/1/2055

Reserve Fund Definition 50% of Maximum Annual Debt at Issuance

Reserve Fund Requirement \$ 347,759 Reserve Fund Balance \$ 347,759

Bonds outstanding - 5/17/2024 \$ 9,815,000

Current Bonds Outstanding \$ 9,815,000

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF FISCAL YEAR 2025 ASSESSMENTS

			ASSESSED	
		SERIES 2021		
		DEBTINVOICED		TOTALNVOICED
ASSESSED TO	# UNITS	NET	FY25 O&M	NET
MATTAMY	318	-	76,160.00	76,160.00
				-
TOTAL DIRECTBILLS	318	-	76,160.00	76,160.00
NETREVENUE TAXROLL	570	550,581.30	918,137.74	1,468,719.05
TOTALREVENUE	888	550,581.30	994,297.74	1,544,879.05

	RECE	EIVED	
			BALANCE DUE/
SERIES 2021			(DISCOUNTS
DEBTPAID	O&MPAID	TOTALPAID	NOTTAKEN)
-	76,160.00	76,160.00	-
-	-	-	-
-	76,160.00	76,160.00	-
547,423.67	912,872.14	1,460,295.81	8,423.24
547,423.67	989,032.14	1,536,455.81	8,423.24

DIRECTBILLPERCENTCOLLECTED	0.00%	100.00%	100.00%
TAXROLLPERCENTCOLLECTED	99.43%	99.43%	99.43%
TOTALPERCENT COLLECTED	99.43%	99.47%	99.45%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments –50% due December 1, 2024, 25% due February 1, 2025 and 25% due May 1, 2025. Operations and maintenance assessments –50% on October 31, 2024, 25% on November 30, 2024 and 25% on December 31, 2024

SUMMARY OF TAXROLL RECEIPTS				
		SERIES 2021		
STJOHNS COUNTDIST.	DATE	DEBT	O&M	TOTALAMOUNT
1	11/5/2024	231.45	385.95	617.40
2	11/15/2024	18,094.40	30,173.85	48,268.25
3	11/20/2024	11,429.82	19,060.13	30,489.95
4	12/6/2024	29,996.25	50,021.10	80,017.35
5	12/19/2024	190,398.03	317,503.74	507,901.77
6	1/9/2025	277,698.55	463,084.24	740,782.79
INTEREST	1/13/2025	1,185.69	1,977.23	3,162.92
7	2/20/2025	18,389.48	30,665.90	49,055.38
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-	-	
		-		
TOTALTAXROLLRECEIPTS		547,423.67	912,872.14	1,460,295.81

C.

Community Development District

Check Run Summary

February 28, 2025

Fund	Date	Check No.	Amount
			_
General Fund			
	2/26/25	716-718	\$ 691,680.86
	2/14/25	719-743	148,134.43
	2/19/25	744-751	18,499.25
Total			\$ 858,314.54

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/09/25 PAGE 1
*** CHECK DATES 02/01/2025 - 02/28/2025 *** GENERAL FUND

*** CHECK DATES	02/01/2025 - 02/28/2025 ***	GENERAL FUND BANK A RIVERS EDGE III CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	. VENDOR NAME SUB SUBCLASS	STATUS	TRUOMA	CHECK
2/06/25 00048	12/31/24 CFR 5 PM 202502 300-13100 APPL PMNT 5 NOV 2024 SR1	3		325,497.72	325 497 72 000716
		BURNHAM CONSTRUCTION INC			
2/06/25 00048	12/31/24 CFR 5 PM 202502 300-13100 APPL PMNT 6 DEC 2024 SR1		*	347,077.37	
	APPL PMNT 6 DEC 2024 SRI	BURNHAM CONSTRUCTION INC			347,077.37 000717
	12/21/24 CFR 4 202502 300-13100 INV 01248801-04	-10000	*	19,105.77	
		NICNEVOL ENGINEERING SERVICES, INC	•		19,105.77 000718
	10/07/24 1039A 202410 320-57200 RIVERHOUSE LIGHTING		*	2,100.00	
		GET LIT JAX LLC 			2,100.00 000719
2/14/25 00003	2/01/25 61 202502 310-51300 FEB MANAGEMENT FEES		*	2,621.75	
	2/01/25 61 202502 310-51300 FEB WEBSITE ADMIN		*	168.50	
	2/01/25 61 202502 310-51300 FEB INFO TECH	-35100	*	112.33	
	2/01/25 61 202502 310-51300 FEB DISSEM AGENT SRVCS		*	327.75	
	2/01/25 61 202502 310-51300 OFFICE SUPPLIES	-51000	*	.57	
	2/01/25 61 202502 310-51300 POSTAGE		*	36.24	
	2/01/25 61 202502 310-51300		*	11.55	
	COFIED	GOVERNMENTAL MANAGEMENT SERVICES			3,278.69 000720
2/14/25 00051	2/03/25 6976525 202502 320-57200	-45210	*	1,990.46	
	POOL CHEMICALS 2/03/25 6976525 202502 320-57200 CRED RETURN ACID BARRELS	-45210		90.00-	
	CRED RETURN ACID BARRELS	HAWKINS INC			1,900.46 000721
2/14/25 00011	2/06/25 CS-2025- 202502 320-57200	-49100	*	8,623.33	
	CS LANDSCAPE FEB 2025 2/06/25 CS-2025- 202502 320-57200 CS AMENITY FEB 2025	-49200	*	12,987.33	
	CS AMENITY FEB 2025	RIVERS EDGE CDD			21,610.66 000722
2/14/25 00036	2/01/25 PSI14352 202502 320-57200 FEB LAKE MAINTENANCE		*	1,842.00	
	PED DAKE MAINTENANCE	SOLITUDE LAKE MANAGEMENT LLC			1,842.00 000723

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/09/25 PAGE 2
*** CHECK DATES 02/01/2025 - 02/28/2025 *** GENERAL FUND

RMV TREE LEAN TOWARD HOME OUTSET CAPITAL PARTNERS 2/14/25 00045 1/09/25 62018089 202501 320-57200-43500	80.00	80.00 000725
RMV TREE LEAN TOWARD HOME OUTSET CAPITAL PARTNERS 2/14/25 00045 1/09/25 62018089 202501 320-57200-43500	80.00 144.74	80.00 000725
OUTSET CAPITAL PARTNERS 2/14/25 00045	80.00 144.74	80.00 000725
2/14/25 00045	80.00 144.74	80.00 000725
TURNER PEST CONTROL 2/14/25 00035 1/31/25 424649 202501 320-57200-44000	144.74	
2/14/25 00035	144.74	
VESTA PROPERTY SERVICES INC	 899.42	144 74 000726
2/14/25 00035 2/01/25 424292 202502 330-53800-34000 * 3	899.42	111.11 000/20
FEB GEN MANAGEMENT SRVCS	,	
2/01/25 424292 202502 320-57200-44000 * 3	3,286.50	
	3,610.75	
FEB LIFESTYLE SRVCS 2/01/25 424292 202502 330-53800-34100 * 2	2,469.33	
	3,593.58	
	2,739.58	
	7,143.17	
FEB FACILITY ATTENDANT VESTA PROPERTY SERVICES INC		31,742.33 000727
	35.99	
JANITORIAL SERVICES		35.99 000728
W.B. MASON CO, INC 	41.09	
JANITORIAL SERVICES		41.09 000729
W.B. MASON CO, INC 		
TANTTODIAI CEDVICEC		139 31 000730
W.B. MASON CO, INC 2/14/25 00046 2/05/25 25216532 202502 320-57200-60000 *	14.97	
JANITORIAL SERVICES		14 97 000731
W.B. MASON CO, INC 2/14/25 00046 2/06/25 25219141 202502 320-57200-60000 *		
JANITORIAL SERVICES		36.99 000732
W.B. MASON CO, INC		

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 4/09/25
*** CHECK DATES 02/01/2025 - 02/28/2025 *** GENERAL FUND PAGE 3

DAMK	Δ	RIVERS	FDCF	TTT	CDD	

	Bi	ANK A RIVERS EDGE III CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
2/14/25 00046	2/06/25 25219143 202502 320-57200-6	60000	*	266.83	
	JANITORIAL SERVICES	W.B. MASON CO, INC			266.83 000733
2/14/25 00060	1/16/25 19684 202501 320-57200-6		*	230.14	
	DISINFECTANT WIPES CASE	WIPES.COM			230.14 000734
2/14/25 00028	1/16/25 838391 202501 320-57200-4		*	2,020.00	
	SOD INSTALLATION	YELLOWSTONE LANDSCAPE			2,020.00 000735
2/14/25 00028	1/20/25 839959 202412 320-57200-4		*	1,800.00	
	DEC IRRIG RPR MAINSTREET	YELLOWSTONE LANDSCAPE			1,800.00 000736
2/14/25 00028	1/20/25 839960 202501 320-57200-		*	2,994.00	
	DECODER RPLC RIVER LODGE	YELLOWSTONE LANDSCAPE			2,994.00 000737
2/14/25 00028	1/20/25 839961 202411 320-57200-	46101	*	5,600.00	
	NOV MAINT SECTION MAIN ST	YELLOWSTONE LANDSCAPE			5,600.00 000738
2/14/25 00028	1/20/25 839962 202501 320-57200-	46200	*	1,271.00	
	MAINLINE RPR	YELLOWSTONE LANDSCAPE			1,271.00 000739
2/14/25 00028	1/20/25 839963 202501 320-57200-4	46200	*	1,250.00	
	ADD IRRIGATION COVERAGE	YELLOWSTONE LANDSCAPE			1,250.00 000740
2/14/25 00028	1/28/25 844344 202501 320-57200-4	46101	*	4,180.00	
	SOD COMMON AREA VISTA NBH	YELLOWSTONE LANDSCAPE			4,180.00 000741
2/14/25 00028	1/28/25 844345 202501 320-57200-		*	553.75	
	MAINLINE RPR NEAR SCHOOL	YELLOWSTONE LANDSCAPE			553.75 000742
2/14/25 00028	2/01/25 847565 202502 320-57200-6	46100	*	63,501.48	
	FEB LANDSCAPE MAINTENANCE	YELLOWSTONE LANDSCAPE			63,501.48 000743
2/19/25 00039	2/18/25 03222025 202502 320-57200-			525.00	
	3/22 FOAM MACHINE 3HR	BOUNCERS, SLIDES, AND MORE INC			525.00 000744

CHECK VEND#
1,17/25 1,17
POOL CHEMICALS 2/17/25 6987845 202502 320-57200-45210
2/17/25 6987845 202502 320-57200-45210
2/19/25 00045
2/19/25 00045
TURNER PEST CONTROL 80.00 000747 2/19/25 00028 2/18/25 860123 202501 320-57200-46101 * 5,600.00 JAN MAINT CLAIRBOURNE LN YELLOWSTONE LANDSCAPE 5,600.00 000748
2/19/25 00028 2/18/25 860123 202501 320-57200-46101 * 5,600.00 JAN MAINT CLAIRBOURNE LN YELLOWSTONE LANDSCAPE 5,600.00 000748
YELLOWSTONE LANDSCAPE 5,600.00 000748
2/19/25 00028 2/05/25 853089 202502 320-57200-46200 * 1.867.00
LINE/VALVE/DECOD/HEAD RPR YELLOWSTONE LANDSCAPE 1,867.00 000749
2/19/25 00028 2/17/25 859618 202502 320-57200-46200 * 1,999.13 MAINLINE CLAIRBOURNE LN
YELLOWSTONE LANDSCAPE 1,999.13 000750
2/19/25 00028 2/18/25 860122 202412 320-57200-46101 * 5,600.00 DEC MAINT CLAIRBOURNE LN
DEC MAINI CLAIRBOURNE LN YELLOWSTONE LANDSCAPE 5,600.00 000751
TOTAL FOR BANK A 858,314.54
TOTAL FOR REGISTER 858,314.54

Rivers Edge III CDD

Community Development District

*Construction Funding Request #5

December 31, 2024

PAYEE	s adjuments of the Wallington has been stated as a second section of the second second second second second sec	FY 2025
Burnham Construction, Inc. Application for Payment 5 (November 2024) SR 13 Roundabout	:	\$ 325,497.72
Burnham Construction, Inc. Application for Payment 6 (December 2024) SR 13 Roundabout		347,077.37
	TOTAL :	672,575.09
•		
	Signature:	Signed by: D. J. Smillu
	Signature:	—Signed by: COMBIN LUNGAH DUNGGUYFONNICE Secretary/Asst.Secretary

 $^{^*}$ Construction Funding Agreement Between Rivers Edge III CDD and Mattamy Jacksonville, LLC from 6/1/2024 for the SR 13 Roundabout

Rivers Edge III CDD

Community Development District

*Construction Funding Request #4

December 21, 2024

PAYEE	one summer or an extraorectual de dels Assessances es es establista de la companya del companya de la companya de la companya del companya de la companya de	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	FY 2025
NicNevol Engineering Services, inc. Invoice #01248801-04 (11/1/24 thru 11/30/24) SR 13 Roundabout		\$	19,105.7
	TOTAL	\$	19,105.7
	Signature:	D. J. S Chair	ույեկ man/Vice Chairman
	Signature:	Signed by Continue	(L.Na./y)

^{*}Construction Funding Agreement Between Rivers Edge III CDD and Mattamy Jacksonville, LLC from 6/1/2024 for the SR 13 Roundabout

GetLitJax LLC

CDD 3 INVOICE

INVOICE # 1039 **A** DATE: 10/07/2024

CLIGHTING & HOLIDAY DECOR

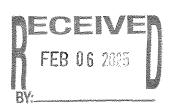
712 Chathal Dr Orange Park, FL 32073 Sales@getlitjax.com

TO: Rivers Edge CDD 3 475 West Town Pl St. Augustine, FL 32092 SHIP TO: Kim Fatuch 100 Grand Verde Dr St. Johns, FL 32259

ACTIVITY	DESCRIPTION	QTY	TOTAL
Service	RiverLodge	1	\$2,100
	210' Roofline WW led C9 2-48 Wreaths w RB		
	NOTE: WOULD NOT LIGHT LIGUSTRUMS OR BASE OF OAKSGETLITJAX WILL PROVIDE ALL MATERAILS Ext.Cord ,Timers, installation, Equipment ,takedown and Storage and BinsCOMPLETE TURN KEY		
		SUBTOTAL	\$2,100
		SALES TAX	4- ,
		SHIPPING & HANDLING	Was Till
		TOTAL DUE	\$2,100

Make all checks payable to GetLitJax LLC If you have any questions concerning this invoice, contact Matthew Fitzhugh at sales@getlitjax.com

THANK YOU FOR YOUR BUSINESS!



Approved CDD III Submitted to AP on 1.12.25 by Kimberly Fatuch

Kimberly Fatuch

Governmental Management Services, LLC 475 West Town Place, Suite 114

St. Augustine, FL 32092

Invoice

Invoice #: 61 Invoice Date: 2/1/25

Due Date: 2/1/25

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 - February 2025 Website Administration - February 2025 Information Technology - February 2025 Dissemination Agent Services - February 2025 Office Supplies Postage Copies		2,621.75 168.50 112.33 327.75 0.57 36.24 11.55	2,621.75 168.50 112.33 327.75 0.57 36.24 11.55
FEB 05 2025			
			#0.070.00

Total	\$3,278.69
Payments/Credits	\$0.00
Balance Due	\$3,278.69

Original



Hawkins, Inc. 2381 Rosegate Roseville, MN 55113 Phone: (612) 331-6910

INVOICE

Invoice Number

Total Invoice

\$1,990.46 6976525

Invoice Date

2/3/25

Sales Order Number/Type

4726209 SL

Branch Plant

74

Shipment Number

5645983

Sold To: 544866

Accounts Payable **RIVERS EDGE CDD 3** 475 W Town PI STE 114 St Augustine FL 32092-3649

544867 Ship To:

RIVERLODGE 100 Grand Verde Dr St Johns FL 32259-7546

Vet Due	Date Terms	FOB Description	Ship Via		Cı	ıstomer P	.O.#	۵.	O. Release	Sales Agent #
3/5/25	Net 30	PPD Origin	HWTG							387
Line#	Item Number	Item Name/ Description		Tax	Oty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 787	70-1	N	425.0000	GA	\$2.8200	GA	4,109.8 LB	\$1,198.50
		1 LB BLK (Mini-Bulk)			425.0000	GA			4,109.8 GW	
1.010	Fuel Surcharge	Freight		N	1.0000	EA	\$12.0000			\$12.00
2.000 14420	14420	Sodium Bicarbonate		N	8.0000	BG	\$40.0000	BG	400.0 LB	\$320.00
		50 LB BG (Pool Grade)			8.0000	BG			408.0 GW	
3.000	42871	Sulfuric Acid 38-40%		N	6.0000	DD	\$61.6600	600 DD 972.0 LB	\$369.96	
		15 GA DD			6.0000	DD			1,032.0 GW	
3.001	699922	15 GA Blu/Black Deldrum		N	6.0000	DD	\$15.0000	RD	60.0 LB	\$90.00
		DELDRM 1H1/X1.9/250			6.0000	RD			60.0 GW	

Approved RECDD 3 Submitted to AP 2.7.2025 By Kevin McKendree

Related Order #: 04726209

******* Receive Your Invoice Via Email *********

Kevin McKendree

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com or call 612-331-6910 to get it setup on your account.

EB U / Page 1 of 1 0 %

Sales Tax \$0.00

Invoice Total

\$1,990.46

Job# 780249

No Discounts on Freight
IMPORTANT: All products are sold without warranty of
any kind and purchasers will, by their own tests,
determine suitability of such products for their own use.
Seller warrants that all goods covered by this nvoice were
produced in compliance with the requirements of the Fair
Labor Standards Act of 1938, as amended. Seller
specifically disclaims and excludes any warranty of
merchantability and any warranty of filness for a particular

purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTARICE: Hawkins, Inc P.O. Box 860263 Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Phone Number: (612) 331-6910

Fax Number: (612) 225-6702

Email: Credit.Dept@Hawkinsinc.com

FINANCIAL INSTITUTION: US Bank 800 Nicollet Mall Minneapolis, MN 55402

Account Name: Hawkins, Inc. 180120759469 Account #: ABA/Routing#:

091000022 HSBKUS44IMT Corporate Checking ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment. For other than CTX, the remit to information may be emailed to

Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:

Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet

Swift Code#:

Original



Accounts Payable RIVERS EDGE CDD 3

475 W Town PI STE 114 St Augustine FL 32092-3649

Sold To: 544866

Hawkins, Inc. 2381 Rosegate Roseville, MN 55113 Phone: (612) 331-6910

CREDIT MEMO

Total Invoice

(\$90.00)

Invoice Number

6975869

Invoice Date

2/3/25

Sales Order Number/Type

4726309 CO

Branch Plant

74

Shipment Number

5646074

Ship To:

544867

RIVERLODGE

100 Grand Verde Dr

St Johns FL 32259-7546

Net Due	Date Terms	FOB Description	Ship Via		Ct	istomer F	O.#	₽.	O. Release	Sales Agent #
3/5/25	Net 30	COL Origin	HWTG		Et	APTIES .		*	WILL PART .	387
Line#	Item Number	Item Name/ Description		Tax	Oty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.001	699922	15 GA Blu/Black Deldrum		N	1.0000-	DD	\$15.0000	DD	10.0- LB	(\$15.00)
		DELDRM 1H1/X1.9/250			1.0000-	DD			10.0- GW	
٠				Relate	d Order #: 046	49306				
1.002	699922	15 GA Blu/Black Deldrum		N	4.0000-	DD	\$15.0000	DD	40.0- LB	(\$60.00)
		DELDRM 1H1/X1.9/250			4.0000-	DD			40.0- GW	
				Relate	d Order #: 046	56971				
1.003	699922	15 GA Blu/Black Deldrum		N	1.0000-	DD	\$15.0000	DD	10.0- LB	(\$15.00)

Related Order #: 04666942

1.0000-

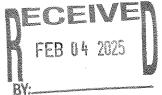
DD

********* Receive Your Invoice Via Email *********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com or call 612-331-6910 to get it setup on your account.

Approved RECDD 3 Submitted to AP 2.4.25 By Kevin McKendree





Page 1 of 1

Tax Rate

0 %

DELDRM 1H1/X1.9/250

Sales Tax

\$0.00

Invoice Total

(\$90.00)

No Discounts on Freight No Discounts on Freight

MPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1936, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of tilness for a particular outroose.

DUIPOSS. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE: Hawkins, Inc. P.O. Box 860263

Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Phone Number: (612) 331-6910

Fax Number: (612) 225-6702

Email: Credit.Dept@Hawkinsinc.com

US Bank 800 Nicollet Mall Minneapolis, MN 55402

FINANCIAL INSTITUTION:

Hawkins, inc. Account Name: Account #:

180120759469 091000022 USBKUS44IMT

Corporate Checking

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment. For other than CTX, the remit to information may be emailed to

10.0- GW

Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:

Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

A8A/Routing #:

Swift Code#:

Rivers Edge CDD

INVOICE

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

DATE:

2/6/25

INVOICE #

CS-2025-FEB

Bill To:

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

DESCRIP	PTION		AMOUNT
Cost Share - Landscaping for February 2025	1.320.57200.49100	\$	8,623.33
Cost Share - Amenity for February 2025	1.320.57200.49200	\$	12,987.33
	FEB 06 272		
	ТОТА	- \$	21,610.67

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!



Please Remit Payment to:

Solitude Lake Management, LLC 1320 Brookwood Drive Suite H Little Rock, AR 72202 Phone #: (888) 480-5253 Fax #: (888) 358-0088

INVOICE

Page: 1

Invoice Number: Invoice Date: PSI143522 2/1/2025

Ship

Rivers Edge III CDD To:

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

United States

Bill

To: Rivers Edge III CDD

> 475 West Town Place, Suite 114 Saint Augustin, FL 32092

> > Customer ID

20143

2/1/2025

Due Date Terms

Ship Via

Ship Date

3/3/2025 Net 30

P.O. Number

P.O. Date

2/1/2025

Our Order No.

Total Price Order Qty Quantity **Unit Price** Unit Item/Description 1,842.00 1,842.00 1 1 Annual Maintenance

February Billing

2/1/2025 - 2/28/2025

Rivers Edge CDD III Pond II Rivers Edge CDD III Pond PP

Rivers Edge CDD III Pond QQ

Rivers Edge CDD III Pond RR Rivers Edge CDD III Pond VV

Rivers Edge CDD III Pond YY

Rivers Edge CDD III Pond ZZ

Rivers Edge CDD III Pond AAA

Rivers Edge CDD III Pond BBB

Rivers Edge CDD III Pond CCC

Rivers Edge CDD III Pond DDD

Rivers Edge CDD III Pond EEE

Rivers Edge CDD III Pond FFF

Rivers Edge CDD III LAKE ALL

Rivers Edge CDD III Pond 87

Rivers Edge CDD III Pond 88 Rivers Edge CDD III Pond 89

Rivers Edge CDD III Pond 80

Rivers Edge CDD III Pond 81

Rivers Edge CDD III Pond 82

Rivers Edge CDD III Pond 83

Rivers Edge CDD III Pond 84

Rivers Edge CDD III Pond 85 Rivers Edge CDD III Pond 86

Rivers Edge CDD III Pond 90

Amount Subject to Sales Tax

Amount Exempt from Sales Tax

1,842.00

00.0

Approved RECDD III Submitted to AP on 2.3.2025 by Jason Davidson

ason Davidson

Subtotal: 1,842.00 0.00 Invoice Discount: 0.00 **Total Sales Tax:** 0.00 Payment Amount: Total: 1,842.00

Treeco

PO Box 3247 Saint Augustine, FL 32085 US info@treecofl.com



INVOICE

BILL TO

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

10938

DATE TERMS 01/27/2025 Net 30

DUE DATE

02/26/2025

DATE

DESCRIPTION

QTY

RATE

AMOUNT

01/27/2025

Sales

135 Sydney Cove / St John's, Florida 32259

1

1,500.00

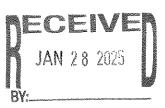
1,500.00

Remove tree leaning toward home and leave in the preserve.

BALANCE DUE

\$1,500.00





Approved RECDD 3 Submitted to AP 1.28.25 By Kevin McKendree Kevin McKendree



[931796]

Suite 114

Rivers Edge CDD III

St Augustine, FL 32092-3648

Richard Losco 475 W Town Pl

Bill To:

200,000,000

PAYMENT ADDRESS:
Timer Pest Control LLC • P.O. Box 952503 • Atlanta, Georgia 31192-2503
904-355-6300 • Fax: 904-363-1499 • Toll Free: 800-225-5306 • turnerpest.com

Turner Pest Control LLC P.O. Box 952503 Atlanta, GA 31192-2503

904-355-5300

Service Slip/Invoice

INVOICE: 620180890 DATE: 01/09/2025

ORDER: 620180890

Work Location:

[931796]

904-679-5523

River Lodge Richard Losco 100 Grand Verde Drive St Johns, FL 32259

Terms La				71)) (5 03:04 PM 71) (6 03:29 PM
NET 30	01/09/2025			G3,29 FWI
	Pasaliption			Parisco.
Commercial Pest Control - Mor	thly Service			\$80.00
			SUBTOTAL TAX AMT. PAID TOTAL	\$80.00 \$0.00 \$0.00 \$80.00
Submitted to A	/P 01-20-25		AMOUNT DUE	\$80.00
Richard L	BACO	(M)		
			TECHNICIAN SIGN	IATURE
	Commercial Pest Control - Mon Approved REC Submitted to A By Richard Los Richard L	Terms Last Service Map Code NET 30 01/09/2025	Approved RECDD III Submitted to A/P 01-20-25 By Richard Losco Richard Losco	Description Commercial Pest Control - Monthly Service SUBTOTAL TAX AMT. PAID TOTAL Approved RECDD III Submitted to A/P 01-20-25 By Richard Losco Richard Losco Richard Losco Richard Losco TECHNICIAN SIGN

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202

Bill To

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

Invoice

Invoice # Date 424649 01/31/2025

Terms

Net 30

Due Date

03/01/2025

Memo

Billable Mileage split

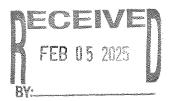
P(Staffp)(m): Billable Mileage Sept split in 3	lenemiky as solit 1	##:\C	Maguai 144.74

Total

144.74

Corbin de Nagy

2/5/2025



Vesta Mileage Report

Name:	e: Kevin McKendree Month Jan-25						
Date	Purpose	Location (From)	Destination (To)	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
1/2	Daily mileage	Rivertown	Rivertown	23.5	Riversedge CDD		23.5
1/3	Daily mileage	Rivertown	Rivertown	27.4	iversedge CDD)	27.4
1/6	Daily mileage	Rivertown	Rivertown	58.3	iversedge CDD)	58.3
1/7	Daily mileage	Rivertown	Rivertown	44.9	Riversedge CDD		44.9
1/8	Daily mileage	Rivertown	Rivertown	48.5	iversedge CDD)	48.5
1/9	Daily mileage	Rivertown	Rivertown	40	iversedge CDD)	40
1/10	Daily mileage	Rivertown	Rivertown	33.1	iversedge CDD)	33.1
1/13	Daily mileage	Rivertown	Rivertown	49.8	iversedge CDD)	49.8
1/14	Daily mileage	Rivertown	Rivertown	50.2	iversedge CDD)	50.2
1/15	Daily mileage	Rivertown	Rivertown	20.7	iversedge CDD)	20.7
1/16	Daily mileage	Rivertown	Rivertown	37.8	iversedge CDD)	37.8
1/17	Daily mileage	Rivertown	Rivertown	12.5	iversedge CDD)	12.5
1/20	Daily mileage	Rivertown	Rivertown	59	iversedge CDD)	59
1/21	Daily mileage	Rivertown	Rivertown	38.6	iversedge CDD)	38.6
1/22	Daily mileage	Rivertown	Rivertown	44.4	iversedge CDD)	44.4
1/23	Daily mileage	Rivertown	Rivertown	18.4	iversedge CDD)	18.4
1/24	Daily mileage	Rivertown	Rivertown	19.2	iversedge CDD)	19.2
1/27	Daily mileage	Rivertown	Rivertown	49.7	iversedge CDD)	49.7
1/28	Daily mileage	Rivertown	Rīvertown	53.2	iversedge CDD)	53.2
1/29	Daily mileage	Rivertown	Rivertown	19.2	iversedge CDD)	19.2
1/30	Daily mileage	Rivertown	Rivertown	29.7	iversedge CDD)	29.7
1/31	Daily mileage	Rivertown	Rivertown	11.4	iversedge CDD)	11.4
	· · · · · · · · · · · · · · · · · · ·				-	Total Mileage Reimbursement Rate	790 \$0.550

Total \$434.23 Reimbursement \$144.74

Date Submitted in Paycom 2/3/25



Vesta Property Services, Inc. 245 Riverside Avenue Suite 300 Jacksonville FL 32202

Invoice

Invoice # Date 424292 02/01/2025

Terms

Net 30

Due Date

03/03/2025

Memo

Rivers Edge CDDIII

Bill To

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

Description	asivemiliy a sees	Shile	V44640201846000000000000
General management services	1	3,899.42	3,899.42
Field Ops	1	3,286.50	3,286.50
Lifestyle services	1	3,610.75	3,610.75
Amenity management services	1	2,469.33	2,469.33
Facility maintenance services	1	8,593.58	8,593.58
Janitorial services	1	2,739.58	2,739.58
Facility Attendant	1	7.143.17	7,143.17
Tuonity Pittoriaan		·	,
	-		

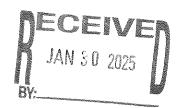
Thank you for your business.

Total

31,742.33

Corbin deNagy

01/30/2025



THE LABORE

W.B.MASON CO., INC. 59 Centre St Brockton, MA 02301

Address Service Requested 888-WB-MASON www.wbmason.com

	1.49
Invoice Number	251871583
Customer Number	C3189841
Invoice Date	01/23/2025
Due Date	02/22/2025
Order Date	01/21/2025
Order Number	S149965563
Order Method	WEB

Delivery Address Rivers Edge CDD 3 100 Grand Verde Drive Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

RIVERS EDGE CDD 3 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649

Important Messages

Sign up for Paperless Invoicing at wbmason.com/paperless. Your Registration Code: 5638918228

Looking for an easier way to see and pay bills?

Visit WWW.WBMASON.COM/ACCOUNTSTATEMENT.aspx to access your account, go paperless, review invoices and account statements, and link your checking account or credit card to make fast secure payments.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
GPC21000	TOWEL,MLTFLD 2PLY,125PKWE(2053635)	1	СТ	35.99	35,99

SUBTOTAL:

TAX & BOTTLE DEPOSITS TOTAL:

ORDER TOTAL:

35.99 35.99

Total Due:

0.00

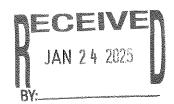
To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101

Approved RECDD 3 Submitted to A/P 01-24-25 By Richard Losco Richard Losco

RIVERS EDGE CDD 3 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649



Remittance Section		
Customer Number	C3189841	
Invoice Number	251871583	
Invoice Date	01/23/2025	
Terms	Net 30	
Total Due	35.99	

PLEASE REFERENCE INVOICE NUMBER WHEN MAKING PAYMENT. PAY ON OUR WEBSITE OR SEND PAYMENT TO:

W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101





W.B.MASON CO., INC. 59 Centre St Brockton, MA 02301

Address Service Requested 888-WB-MASON www.wbmason.com

Invoice Number	251893094
Customer Number	C3189841
Invoice Date	01/24/2025
Due Date	02/23/2025
Order Date	01/21/2025
Order Number	S149965563
Order Method	WEB

Delivery Address Rivers Edge CDD 3 100 Grand Verde Drive Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

RIVERS EDGE CDD 3 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649

Important Messages

Sign up for Paperless Invoicing at wbmason.com/paperless. Your Registration Code: 5638918228

Looking for an easier way to see and pay bills?

Visit WWW.WBMASON.COM/ACCOUNTSTATEMENT.aspx to access your account, go paperless, review invoices and account statements, and link your checking account or credit card to make fast secure payments.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
BCC0751200	BETCO TOILET BOWL CLEANER,KLING,1 QT,12/CT	1	СТ	41.09	41.09

SUBTOTAL: TAX & BOTTLE DEPOSITS TOTAL:

ITS TOTAL: 0.00 DER TOTAL: 41.09

ORDER TOTAL: Total Due:

41.09

41.09

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101

Approved RECDD 3 Submitted to A/P 01-29-25 By Richard losco

Richard Losco

Remittance Section		
Customer Number	C3189841	
Invoice Number	251893094	
Invoice Date	01/24/2025	
Terms	Net 30	
Total Due	41.09	

RIVERS EDGE CDD 3 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649 DECEIVE JAN 29 2025 PLEASE REFERENCE INVOICE NUMBER WHEN MAKING PAYMENT. PAY ON OUR WEBSITE OR SEND PAYMENT TO:

W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101





W.B.MASON CO., INC. 59 Centre St Brockton, MA 02301

Address Service Requested 888-WB-MASON www.wbmason.com

Invoice Number	252025676
Customer Number	C3189841
Invoice Date	01/30/2025
Due Date	03/01/2025
Order Date	01/28/2025
Order Number	S150164941
Order Method	WEB

Delivery Address

Rivers Edge CDD 3 Attn.: Lynn

100 Grand Verde Drive Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

RIVERS EDGE CDD 3 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649

Important Messages

Sign up for Paperless Invoicing at wbmason.com/paperless. Your Registration Code: 5638918228

Looking for an easier way to see and pay bills?

Visit WWW.WBMASON.COM/ACCOUNTSTATEMENT.aspx to access your account, go paperless, review invoices and account statements, and link your checking account or credit card to make fast secure payments.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
GPC21000	TOWEL,MLTFLD 2PLY,125PKWE(2053635)	1	СТ	35.99	35.99
PGC09060CT	MOP,SWIFFER SWEEPER,GN	1	CT	44.65	44.65
PGC08622	SWFR WET FRESH 6/12CT	1	BX	5.69	5.69
KCC83620	WIPES,MICROFIBER,6/PK,BE	1	PK	22.99	22.99
HERH6036HC	LINER,30X36,65MIL,CLR,250/CT	1	CT	29.99	29.99

SUBTOTAL: TAX & BOTTLE DEPOSITS TOTAL: ORDER TOTAL: Total Due:

0.00 139.31 139.31

139.31

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101

Approved RECDD 3 Submitted to A/P 02-07-25 By Richard Losco

Richard Losco

Remittance Section		
Customer Number	C3189841	
Invoice Number	252025676	
Invoice Date	01/30/2025	
Terms	Net 30	
Total Due	139.31	

RIVERS EDGE CDD 3 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649 TER 07 2025

PLEASE REFERENCE INVOICE NUMBER WHEN MAKING PAYMENT. PAY ON OUR WEBSITE OR SEND PAYMENT TO:

W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101





W.B.MASON CO., INC. 59 Centre St Brockton, MA 02301

Address Service Requested 888-WB-MASON www.wbmason.com

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

	1 181(1)
Invoice Number	252165328
Customer Number	C3178877
Invoice Date	02/05/2025
Due Date	03/07/2025
Order Date	02/04/2025
Order Number	S150349044
Order Method	WEB

Delivery Address

River Club Attn.: Lynn

160 Riverglade Run Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be <u>reported</u> within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
NWLENGAPFM	NITRILE EXAM POWDER FREE GLOVES - BLUE-MEDIUM	3	BX	4.99	14.97

SUBTOTAL:

OTAL: 14.97

TAX & BOTTLE DEPOSITS TOTAL: ORDER TOTAL:

14.97

Total Due:

14.97

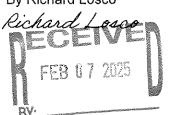
To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC. PO BOX 981101 BOSTON. MA 02298-1101

> Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

Approved RECDD 2 Submitted to A/P 02-07-25 By Richard Losco



Remittance Section		
Customer Number	C3178877	
Invoice Number	252165328	
Invoice Date	02/05/2025	
Terms	Net 30	
Total Due	14.97	

PLEASE REFERENCE INVOICE NUMBER WHEN MAKING PAYMENT. PAY ON OUR WEBSITE OR SEND PAYMENT TO:

W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101



W.B.MASON CO., INC. 59 Centre St Brockton, MA 02301

Address Service Requested 888-WB-MASON_www.wbmason.com

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092

	,(· /
Invoice Number	252191418
Customer Number	C3178877
Invoice Date	02/06/2025
Due Date	03/08/2025
Order Date	02/04/2025
Order Number	\$150349044
Order Method	WEB

Delivery Address

River Club Attn.: Lynn

160 Riverglade Run Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be <u>reported</u> within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
GPC21000	TOWEL,MLTFLD 2PLY,125PKWE(2053635)	1	CT	36.99	36.99

SUBTOTAL:

TAX & BOTTLE DEPOSITS TOTAL:

ORDER TOTAL:

0.00 36.99

Total Due:

36.99

To ensure proper credit, please detach and return below portion with your payment

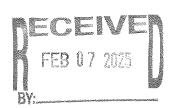


W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101

Approved RECDD 2 Submitted to A/P 02-07-25 By Richard Losco

Richard Losco

Rivers Edge CDD 2 475 W Town Place # 114 Saint Augustine FL 32092



Remittance Section	
Customer Number	C3178877
Invoice Number	252191418
Invoice Date	02/06/2025
Terms	Net 30
Total Due	36.99

PLEASE REFERENCE INVOICE NUMBER WHEN MAKING PAYMENT. PAY ON OUR WEBSITE OR SEND PAYMENT TO:

W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101

D.K.A



W.B.MASON CO., INC. 59 Centre St Brockton, MA 02301

Address Service Requested 888-WB-MASON www.wbmason.com

	1 141
Invoice Number	252191430
Customer Number	C3189841
Invoice Date	02/06/2025
Due Date	03/08/2025
Order Date	02/04/2025
Order Number	S150346055
Order Method	WEB

Delivery Address Rivers Edge CDD 3 100 Grand Verde Drive Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

RIVERS EDGE CDD 3 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649

Important Messages

Sign up for Paperless Invoicing at wbmason.com/paperless. Your Registration Code: 5638918228

Looking for an easier way to see and pay bills?

Visit WWW.WBMASON.COM/ACCOUNTSTATEMENT.aspx to access your account, go paperless, review invoices and account statements, and link your checking account or credit card to make fast secure payments.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
NWLENGAPFS	NITRILE EXAM POWDER FREE GLOVES -BLUE- SMALL	4	BX	8.99	35.96
TRKMB540	MULTIFOLD HAND TOWEL WHITE 250/PK 16PK/CT	1	CT	38.93	38.93
CPC45816	ALL-PURPOSE CLEANER, PASSION FRUIT, 169 OZ. BOTTLE	3	EA	24.99	74.97
HERX6639AK	LINER,REPRO,33X39 1.5ML,BK 100/CT	2	CT	29.99	59.98
WBIRNW4860	LINER,40X46,40-45GL,BK	1	CT	56.99	56.99
WBMUPSFREIGHT	UPS FREIGHT	11	EΑ	0.00	0.00

SUBTOTAL: TAX & BOTTLE DEPOSITS TOTAL:

266.83 0.00 266.83 266.83

ORDER TOTAL: Total Due:

To ensure proper credit, please detach and return below portion with your payment

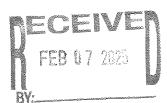


W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101 Approved RECDD 3
Submitted to A/P 02-07-25
By Richard Losco

Richard Losco

Remittance Section		
Customer Number	C3189841	
Invoice Number	252191430	
Invoice Date	02/06/2025	
Terms	Net 30	
Total Due	266.83	

RIVERS EDGE CDD 3 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649



PLEASE REFERENCE INVOICE NUMBER WHEN MAKING PAYMENT. PAY ON OUR WEBSITE OR SEND PAYMENT TO:

W.B. MASON CO., INC. PO BOX 981101 BOSTON, MA 02298-1101

Wipes LLC

PO Box 324 Northville, MI 48167 sales@wipes.com www.wipes.com



INVOICE

SHIP TO BILL TO Rivers Edge CDD 3, 475 West Town Rivers Edge CDD 3, RiverLodge, 100 Place, Suite 114, St. Augustine, Fl 32092

Grand Verde Drive, Saint Johns, FI

32259-7546

01/16/2025

INVOICE DATE

19684 01/16/2025

TERMS DUE DATE

Net 30 02/15/2025

· .	DESCRIPTION			QTY	RATE	TNUOMA
Wipes.com Disinfectant Wipes Case	One (1) Case - Four registered disinfecti	(4) - 800 count rolls of EF	PA	2	98.96	197.92T
Shipping	Freight Cost			2	16.11	32.22
Sales Tax	Sales Tax			1	0.00	T00.0
INVOICE # MUST APPEA	R ON ALL EFT & CHECK F	AYMENTS.	SUBTOTAL			230.14
			TAX			0.00
	since first your grown grown may		TOTAL			230.14

SHIP DATE

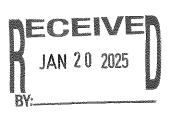
Approved RECDD 3 Submitted to A/P 01-20-25 By Richard Losco

Richard Losco

BALANCE DUE

\$230.14

Play involue





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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE#	INVOICE DATE
838391	1/16/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: February 15, 2025

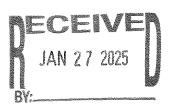
Invoice Amount: \$2,020.00

Description Sod Installation	Current Amount
Landscape Enhancement	\$2,020.00

Invoice Total

\$2,020.00

THE COMMERCIAL LANDSCAPING



Approved RECDD III Submitted to AP on 1.27.2025 by Jason Davidson

Jason Davidson



Landscape Enhancement Proposal for Rivers Edge CDD III

Jason Davidson
Vesta Property Services
475 West Town Pl Suite 114
Saint Augustine, FL 32092
jdavidson@vestapropertyservices.com

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

Proposal #: 480731

From: Michael Scuncio

Date: 10/21/2024

Sod Installation

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
St Augustine sod	2	\$520.00	\$1,040.00
Enhancement Labor	14	\$70.00	\$980.00

Yellowstone will replace sod at CDD3 behind address 219 Ridge Hill.

Terms and Conditions: Signature below authorizes Yellowstone Landscape to perform work as described in this proposal and verifies that the prices and specifications are hereby accepted. This quote is firm for 30 days and change in plans or scope may result in a change of price. All overdue balances will be charged a 1.5% a month, 18% annual percentage rate.

Limited Warranty: Plant material is under a limited warranty for one year. Transplanted material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e., Act of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

	Rivers Edge CDD III	
Date	10/21/2024	Andrew Control of the
	Print Name/Title	
		Proposal ^T
Ву	- Com	Sales Tax
	AUTHORIZATION TO PERFORM WORK:	Subtotal

Subtotal	\$2,020.00
Sales Tax	\$0.00
Proposal Total	\$2,020.00

THIS IS NOT AN INVOICE



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

Property Name: Rivers Edge CDD III

Address:

475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
839959	1/20/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: February 19, 2025

Invoice Amount: \$1,800.00

Description December Irrigation Repairs N	Current Am ainstreet	ount
Irrigation	\$1,80	00.00

Invoice Total

\$1,800.00

IN COMMERCIAL LANDSCAPING

Approved RECDD III Submitted to AP on 1.25.2025 by Jason Davidson

Jason Davidson

JAN 25 2025



completed

W. O. # NAME ADDRESS DATE

River Town				
Main Street CDD III				

12/23/2024

OF

#					EACH	EX	TNSN
1	3" slip fix and 3" pvc fittings main line on Main Street Pas	st Rive	r Lodge		\$224.20	\$	224.20
1	Decoder at				\$420.00	\$4	20.00
4	Splice kits				\$9.95	\$3	39.80
						ļ	
						\$	-
						\$	-
						\$	
						\$	
						\$	-
						\$	<u>-</u>
						\$	
						\$	-
						\$	-
					•	\$	-
						\$	-
				PAR	TS TOTAL		84.00
	Please stamp here			DURS	RATE	T	TOTAL
			Tech	12	# \$93.00		,116.00
						\$	-
						\$	-
L	\$					\$	4 446 00
			LAB	OR & REN	TAL TOTAL	\	1,116.00
	Approved						
	Not Approved		<u> </u>				
Comm	ontr:			PRC	OPOSED WORK		
Comm	n main line and Decoder on Main Street			T		\$	684.00
DIOKEI	THIRM THE AND DELOUGH ON WIRST SUFEEL				& RENTAL		1,116.00
<u> </u>				LABOR	G RUNIAL	+ -	2,220,00
				+		<u>-</u>	900.00
**********					TOTAL	<u> </u>	,800.00
	Earl		CLIENT				



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

475 West Town Place Suite 114 Address:

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
839960	1/20/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

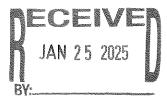
Invoice Due Date: February 19, 2025

Invoice Amount: \$2,994.00

Description Decoder Replacemen		Current Amount
Irrigation		\$2,994.00

Invoice Total

\$2,994.00



Approved RECDD III Submitted to AP on 1.25.2025 by Jason Davidson

ason Davidson



completed

W. O. # NAME ADDRESS DATE

River Town				
River Lodg	e CDD3	}		
12/16/2024	PG	OF		

#		•			EACH	EX	TNSN
5	Decoders				\$420.00	-	,100.00
3	spray heads				\$16.95		50.85
1	Misc Parts				\$6.15		6.15
	IVIDE LATO				1		
						\$	-
			4			T	
						\$	_
						\$	
						\$	_
······································						\$	_
				***************************************		\$	-
						\$	
			/////			\$	-
						\$	_
						┟	
				•		\$	-
		······		PA	RTS TOTAL		157.00
	Please stamp here		DESCRIPTION	HOURS	RATE		TOTAL
]	Tech	9	# \$93.00	TT	337.00
						\$	-
						\$	-
						\$	_
		_		LABOR & RE	NTAL TOTAL	\$	837.00
	Approved						
			·····				
	Not Approved						
Comm	ents:			PF	ROPOSED WORK		
	oders Replaced				MATERIALS	\$	2,157.00
				LABO	R & RENTAL	\$	837.00
						11	
					TOTAL	\$2	,994.00
							-
	Farl		CIII	ENT			



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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
839961	1/20/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: February 19, 2025

Invoice Amount: \$5,600.00

Description Current Amount

November Maintenance of New Section at the end of Main Street

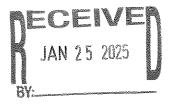
Landscape Enhancement CORE

\$5,600.00

Invoice Total

\$5,600.00

IN COMMERCIAL LANGSCAPING



Approved RECDD III Submitted to AP on 1.25.2025 by Jason Davidson

Jason Davidson



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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
839962	1/20/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: February 19, 2025

Invoice Amount: \$1,271.00

Description Mainline repair	Current Amount
Irrigation Repairs	\$1,271.00

Invoice Total

\$1,271.00

A LONGERCIAL LANDSCAPING

Approved RECDD III Submitted to AP on 1.25.2025 by Jason Davidson

Jason Davidson



completed

W. O. # NAME ADDRESS DATE

River T	own		
Main Stree	t CDD I	IJ	
12/23/2024	PG	OF	

#					EACH	EXT	NSN
1	3" slip fix and 3" pvc fittings main line on Main	Street Past Rivo	er Lodge		\$224.20	\$	224.20
1	Decoder at				\$420.00	\$42	0.00
4	Splice kits				\$9.95	\$3	9.80
						\$	-
		***				\$	-
						\$	- ,
						\$	-
						\$	-
						\$	-
						\$	
						\$	
		- n				\$	
						\$	-
						\$	
				PAR	TS TOTAL	\$68	84.00
	Please stamp here	1	DESCRIPTION	HOURS	RATE	1	OTAL
			Tech	12 #	\$93.00		16.00
						\$	-
						\$	-
		\$			<u>[]</u>	\$	
			L	ABOR & REN	TAL TOTAL	\$ 1	,116.00
	Approved						
	Not Approved		_				
C				DDO.	POSED WORK		
Comm					ATERIALS	\$	684.00
Broker	n main line and Decoder on Main Street						
				LABOR	& RENTAL	3 T	,116.00
					TOTAL	\$1,	800.00
	Earl		CLIEN	ıT			
	Lall		Cultur				***



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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
839963	1/20/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: February 19, 2025

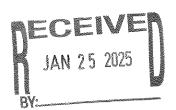
Invoice Amount: \$1,250.00

	cription irrigation for coverage	Current Amount
l	Irrigation Repairs	\$1,250.00

Invoice Total

\$1,250.00





Approved RECDD III Submitted to AP on 1.25.2025 by Jason Davidson

Jason Davidson



PROPOSAL WORK

W. O. #		_
NAME	River town	
ADDRESS	The Bluffs	
DATE	1/14/2025	

cdd 3

#					EXT	ENTION
	PROPOSAL to replace broken head and pipe				\$	-
		Ī			\$	-
1	need to replace (6) rotors and repair loo ateral line brakes		\$	300.00	\$	300.00
1	need to cap off a lateral line pipe		\$	20.00	\$	20.00
					\$	
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	**
					\$	*
					\$	-
					\$	-
					\$	-
					\$	_
		PARTS	TO	TAL	\$	320.00

DATE	DESCRIPTION	ON HOURS		ATE	7	TOTAL
		10	\$	93.00	\$	930.00

					\$	-
	, , , , , , , , , , , , , , , , , , ,				\$	-
-		•	-		Ś	930.00

			Ş	930.00
COMMENTS:				
	4 60000			
		MATERIALS	\$	320.00
		LABOR & RENTAL	\$	930.00
			\Box	
		TOTAL	\$	1,250.00
				
	TECHNICIAN Francisco	CLIENT		



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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
844344	1/28/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape

PO Box 101017

Atlanta, GA 30392-1017

Invoice Due Date: February 27, 2025

Invoice Amount: \$4,180.00

Description Current Amount

Install St. Augustine Sod at Common Area Next to 34 Albright in Vista Neighborhood

Landscape Enhancement CORE

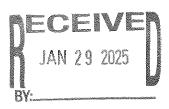
\$4,180.00

Invoice Total

\$4,180.00

Approved RECDD III Submitted to AP on 1.29.2025 by Jason Davidson

Jason Davidson





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

Irrigation Repairs

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE#	INVOICE DATE
844345	1/28/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape

PO Box 101017

Atlanta, GA 30392-1017

Invoice Due Date: February 27, 2025

Invoice Amount: \$553.75

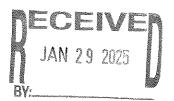
Description Current Amoun	
Mainline repair near school	

Invoice Total

\$553.75

\$553.75

IN COMPACRIAL LANDSOAPING



Approved RECDD III Submitted to AP on 1.29.2025 by Jason Davidson

Jason Davidson



completed

W. O. # NAME ADDRESS DATE

River T	own		
main st	CDD3		
1/15/2025	РG	OF	

#						EACH	EX.	TNSN
1	slip fix 3 "					\$220.00	\$2	20.00
4	PVC fixing 3"	Mari			Ш	\$9.95	\$3	9.80
1	pvc pipe 3"				Ш	\$14.95	\$1	.4.95
							ļ	
					L.		\$	-
							\$	
							\$	-
							\$	
		···					\$	
					L		\$	_
				··········			\$	
							\$	*
			m-14-11-11-11-1		_		\$	-
							\$	-
					-		\$	-
			····				\$	-
					ARTS	TOTAL		74.75
	Please stamp here		DESCRIPTION	HOURS	T.J	RATE		TOTAL
			Tech	3	#	\$93.00		79.00
					╫		\$	-
					+		\$	
	to the second se		L			1	\$	270.00
	Amount		ı.	ABOR & RE	N F A	AL TOTAL	3	279.00
	Approved							
	Not Approved		_					
Comm	ents:			PI	ROP	OSED WORK		
fixed n	nain line3" near school on main st				MAT	TERIALS	\$	274.75
				LABO)R &	RENTAL	\$2	79.00
						TOTAL	\$5	53.75

	Earl		CLIE	٧T				



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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE#	INVOICE DATE
847565	2/1/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: March 3, 2025

Invoice Amount: \$63,501.48

Description Current Amount
Monthly Landscape Maintenance February 2025 \$63,501.48

Invoice Total

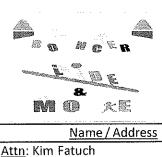
\$63,501.48

in of war the care take take the care and the co

Approved RECDD III Sbumitted to AP on 2.3.2025 by Jason Davidson

Jason Davidson

FEB 03 2025



Bouncers, Slides, and More Inc. 1915 Bluebonnet Way Fleming Island, FL 32003 Date: March 22nd, 2025

Invoice

Invoice Number: 03222025.09

lame / Address	Additional	Details

Attn: Kim Fatuch
River's Edge CDD 3
475 West Town Place
Suite 114

Approved CDD III Submitted to AP on 2.18.25 by Kimberly Fatuch FED 18 202

	Suite 114] '	· \	1. 1. 1		**************************************		
	St. Augustine, FL 32092	Kimberly Fatisch						
	<u>Description</u>	Quantity	<u>Rate</u>	Discount	SubTotal	<u>Extended</u>		
1	Foam Machine (3 hrs.)	1	\$675.00		\$525.00	\$525.00		
2								
3								
4								
5								
6								
7								
8								
9						-		
10	***************************************							
11								
12								
13						 		
14					-			
15		-						
1.6 17								
18								
19								
20								
	ments:	Subtotal				\$525.00		
		Sales Tax	(0.0%)			n/a		
		Total				\$525.00		

EVENTS with a twist

INVOICE FOR:

Invoice Date

Jan. 17, 2025

RiverTown

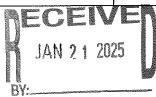
c/o Kimberly Fatuch 475 West Town Pl #114 St. Augustine, FL 32059 904.679.5523

Invoice # 1003

	240.20	\$1240.20
01 \$1	ວາກດ	
	33,28	\$133.28
01 \$1	50.00	\$150.00
	01 \$1	01 \$150.00

Make Check Payable To:

Heather Burkett-Ocasio 5350 Arlington Expy, #3002 Jacksonville, Florida, 32211



Subtotal :

\$1523.48

Tax (1.5%)

\$0.00

GRAND TOTAL

\$1523.48

Approved CDD III Submitted to AP on 1.21.25 by Kimberly Fatuch

PAYMENT INFORMATION:

Retainer: 50% (\$761.74) Due at Signing

Balance: 50% (\$761.74) Due Friday, March 7th, 2025

Thank You

Original



Hawkins, Inc. 2381 Rosegate Roseville, MN 55113 Phone: (612) 331-6910

INVOICE

Total Invoice

Invoice Number

\$1,364.64 6987845

Invoice Date

2/17/25

Sales Order Number/Type

4736599 SL

Branch Plant

74

Shipment Number

5659499

Sold To: 544866

Accounts Payable RIVERS EDGE CDD 3 475 W Town PI STE 114 St Augustine FL 32092-3649

544867 Ship To:

RIVERLODGE 100 Grand Verde Dr St Johns FL 32259-7546

Net Due	let Due Date Terms FOB Description Ship		Ship Via		Ct	ıstomer P	.O.#	Ρ.	O. Release	Sales Agent #
3/19/25	Net 30	PPD Origin	HWTG							387
Line#	Item Number	Item Name/ Description		Тах	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 787	70-1	N	300.0000	GA	\$2.8200	GA	2,901.0 L.B	\$846.00
 		1 LB BLK (Mini-Bulk)			300.0000	GA			2,901.0 GW	
1.010	Fuel Surcharge	Freight		N	1.0000	EA	\$12.0000			\$12.00
2.000	14420	Sodium Bicarbonate	,	N	5.0000	BG	\$40.0000	BG	250.0 LB	\$200,00
		50 LB BG (Pool Grade)			5.0000	BG			255.0 GW	
3.000	42871	Sulfuric Acid 38-40%		N	4.0000	DD	\$61.6600	DD	648.0 LB	\$246.64
· · · · · · · · · · · · · · · · · · ·		15 GA DD			4.0000	DD			688.0 GW	
3.001	699922	15 GA Blu/Black Deldrum		N	4.0000	DD	\$15.0000	RD	40.0 LB	\$60.00
		DELDRM 1H1/X1.9/250			4.0000	RD			40.0 GW	

Approved RECDD 3

Related Order #: 04736599

Kevin McKendree

Page 1 of 1

Tax Rate 0 %

Sales Tax \$0.00

Invoice Total

\$1,364.64

No Discounts on Freight

IMPORTANT: All products are sold without warranty of
any kind and purchasers will, by their own tests,
determine suitability of such products for their own use.
Seller warrants that all goods covered by this invoice were
produced in compliance with the requirements of the Fair
Labor Standards Act of 1938, as amended. Seller
specifically disclaims and excludes any warranty of
merchantability and any warranty of litness for a particular
purpose.

purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE: Hawkins, Inc. P.O. Box 860263

BY:

US Bank 800 Nicollet Mail Minneapolis, MN 55402 Minneapolis, MN \$5486-0263

WIRING CONTACT INFORMATION: Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910

Fax Number: (612) 225-6702

Account Name: Account #: ABA/Routing #: Swift Code# Type of Account: Hawkins, Inc. 180120759469

091000022 USBKUS44IMT

Corporate Checking

ach payments:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment. For other than CTX, the remit to information may be emailed to

Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:

Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet

FINANCIAL INSTITUTION:

Original



Hawkins, Inc. 2381 Rosegate Roseville, MN 55113 Phone: (612) 331-6910

CREDIT MEMO

(\$60.00)Total Invoice 6988111 Invoice Number Invoice Date 2/17/25 Sales Order Number/Type 4736614

Branch Plant 74 Shipment Number 5659515

544867 Ship To:

RIVERLODGE 100 Grand Verde Dr St Johns FL 32259-7546 CO

Sold To: 544866

Accounts Payable RIVERS EDGE CDD 3 475 W Town PI STE 114 St Augustine FL 32092-3649

Net Due Date Terms		FOB Description	iption Ship Via		Cı	ustomer F	.O.#	₽.	O. Release	Sales Agent #		
3/19/25	Net 30	COL Origin HWTG			Net 30 COL Origin HWTG EMPTIES							387
Line #	Item Number	Item Name/ Description		Tax	Oty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price		
1.001	699922	15 GA Blu/Black Deldrum		N	3.0000-	DD	\$15.0000	DD	30.0- LB	(\$45.00)		
		DELDRM 1H1/X1,9/250			3.0000-	DD			30.0- GW			

Related	Order	#:	04666942
Lieigiea	Olugi	π.	04000042

1.002	699922	15 GA Blu/Black Deldrum	N	1.0000-	DD	\$15.0000	DD	10.0- LB	(\$15.00)
L		DELDRM 1H1/X1.9/250		1.0000-	DĐ			10.0- GW	

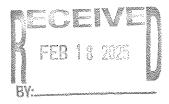
Related Order #: 04676366

******* Receive Your Invoice Via Email *********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com or call 612-331-6910 to get it setup on your account.

Approved RECDD 3 Submitted to AP 2.18.25 By Kevin McKendree

Kevin McKendree



Page 1 of 1

Tax Rate

0 %

Sales Tax

\$0.00

Invoice Total

Corporate Checking

(\$60.00)

No Discounts on Freight
IMPORTANT: All products are sold without warranty of
any kind and purchasers will, by their own tests,
determine suitability of such products for their own use.
Selfer warrants that all goods covered by this involce were
produced in compliance with the requirements of the Fair
Labor Standards Act of 1938, as amended. Selfer
specifically disclaims and excludes any warranty of
merchantability and any warranty of fitness for a particular

purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE: Hawkins, Inc P.O. Box 860263 Minneapolis, MN 55486-0263

Fax Number:

WIRING CONTACT INFORMATION:

Phone Number: (612) 331-6910

Email: Credit.Dept@Hawkinsinc.com

(612) 225-6702

FINANCIAL INSTITUTION: US Bank 800 Nicollet Mall

Minneapolis, MN 55402

Account Name: Hawkins, Inc. 180120759469 Account #: A8A/Routing #: 091000022 USBKUS44IMT Swift Code#:

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment. For other than CTX, the remit to information may be emailed to

Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:

Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.



[931796]

Suite 114

Rivers Edge CDD III

St Augustine, FL 32092-3648

Richard Losco

475 W Town PI

Bill Tot

PAYMENT AODRESS:
Turner Peal Control LLC • P.O. Box 952603 • Atlanta, Georgia 31192-2503
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • turnerpeat.com

Service Slip/Invoice

Turner Pest Control LLC P.O. Box 952503 Atlanta, GA 31192-2503 904-355-5300

INVOICE: 620294529
DATE: 02/13/2025
ORDER: 620294529

Work Location

[931796]

904-679-5523

River Lodge-CDD III Richard Losco 100 Grand Verde Drive St Johns, FL 32259

Wajikasjaka 02/13/2025	18(me 09:37 AM (Se ©):da ₎	Target Peak Forms	Tachnielan			Figue/In 09:37 AM
		NET 30	02/13/2025			10:01 AM
			Description			Price
	(HE) (TE)		2017-041011011			
CPCM		Commercial Pest Contro	ol - Monthly Service			\$80.00
					SUBTOTAL	\$80,00
					TAX AMT. PAID	\$0.00 \$0.00
					TOTAL	\$80.00
		Approved RECD Submitted to A/P By Richard Losco	02-14-25		AMOUNT DUE	\$80.00
		Richard Los	ıco	a	\supset	
					TECHNICIAN SIGNA	
anna Harana			ng pangangan di Palakan di Bandan di		CUSTOMER SIGNA	TURE



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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
860123	2/18/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: March 20, 2025

Invoice Amount: \$5,600.00

Description	Current Amount
January Maintenance of Claiborne Lane	

Landscape Enhancement CORE

\$5,600.00

Invoice Total

\$5,600.00

Approved RECDD III Submitted to AP on 2.18.2025 by Jason Davidson

Jason Davidson





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

Property Name: Rivers Edge CDD III

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE#	INVOICE DATE
853089	2/5/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017

Atlanta, GA 30392-1017

Invoice Due Date: March 7, 2025

Invoice Amount: \$1,867.00

Description Current Amount

Mainline repair, valve and decoder replacement, head replacement On Main Street

Irrigation Repairs

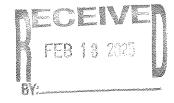
\$1,867.00

Invoice Total

\$1,867.00

Approved RECDD III Submitted to AP on 2.18.2025 by Jason Davidson

Jason Davidson





completed

W. O. # NAME ADDRESS DATE

River Town				
iver town Main Street CDD3				
1/3/2025	PG	OF		

						,	
#					EACH	EX	TNSN
6	pvc fitting 3"				\$35.00	\$	35.00
1	slip fix 3"				\$120.00	\$1	20.00
2	Decoder				\$391.00	\$7	782.00
						\$	-
			., ,,			\$	-
						\$	-
						\$	-
						\$	-
						\$	
						\$	-
						\$	-
			***************************************			\$	
						\$	
						\$	-
						\$	-
				P	ARTS TOTAL	\$	937.00
	Please stamp here	1	DESCRIPTION	HOURS	RATE	T .	TOTAL
			Tech	10	# \$93.00		930.00
						\$	-
						\$	-
\$						\$	-
				LABOR & RI	ENTAL TOTAL	\$	930.00
	Approved						
	Not Approved						
Comme	ents:		··············	P	ROPOSED WORK	П	
Broken	main line 3" Broken near sidewalk and street				MATERIALS	\$	937.00
replace	ed 2 decoders			LABO	OR & RENTAL	\$	930.00
							
					TOTAL	\$	1,867.00
	Farl		C	IFNT			



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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
859618	2/17/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: March 19, 2025

Invoice Amount: \$1,999.13

Description Mainline repair******Clairbox	Current Amount
Irrigation Repairs	\$1,999.13

Invoice Total

\$1,999.13

Approved RECDD III
Submitted to AP on 2.18.2025
by Jason Davidson

Jason Davidson



COMPLETED WORK

W. O. #		
NAME	Rivertown	
ADDRESS _	Clarborne Ln.	
DATE _		

cdd3

#			EX	TENTION
	3" mainline and gate vavle replacement		\$	*
			\$	-
1	valve, pipe,fittings		\$	697.13
			\$	-
			\$	-
			\$	***
			\$	<u> </u>
			\$	-
			\$	-
			\$	-
			\$	
			\$	_
			\$	-
			\$	-
			\$	-
			\$	
			\$	4
			\$	-
			\$	-
	PARTS TOTAL	٩L	\$	697.13

	DATE	DESCRIPTION	HOURS	1	RATE		TOTAL
				\$	93.00		
ľ			14	\$	93.00	\$	1,302.00
Ī						\$	
						\$	-
-			*			ŀ	1 202 00

			\$	1,302.00
COMMENTS:				
				
		MATERIALS	T \$	697.13
		LABOR & RENTAL	\$	1,302.00
		TOTAL	\$	1,999.13
DATE COMPLETED	TECHNICIAN:	CLIENT		



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

Landscape Enhancement CORE

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
860122	2/18/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

Invoice Due Date: March 20, 2025

Invoice Amount: \$5,600.00

Description December Maintenance of Claiborne Lane	Current Amount
Landscape Enhancement CORE	\$5,600.00

Invoice Total

\$5,600.00

Approved RECDD III Submitted to AP on 2.18.2025 by Jason Davidson

Vason Davidson





Rivers Edge III CDD

Community Development District

PAYEE

*Construction Funding Request #1

FY 2025

October 7, 2024

Burnham Construction, Inc.	
Application for Payment 1 (July 2024) SR 13 Roundabout	\$ 677,942.47
Burnham Construction, Inc.	
Application for Payment 2 (August 2024) SR 13 Roundabout	393,918.50
NicNevol Engineering Services, inc.	
Invoice #01248801-01 (7/15/24 thru 8/31/24) SR 13 Roundahout	22 594 80

TOTAL \$ 1,094,455.77

Signature:

Chairman/Vice Chairman

Signature:

Secretary/Asst.Secretary

^{*}Construction Funding Agreement Between Rivers Edge CDD and Mattamy Jacksonville, LLC from 6/1/2024

"Building the Road to Excellence"

6/25/2024

7/25/2024

24007

PROJECT: SR 13 Roundabout APPLICATION NO: TO: Rivers Edge III Community Development District PERIOD FROM : 475 West Town Place, Suite 114 PERIOD TO : St. Augustine, FL 32092

> SR 13 Roundabout ENGINEER: PROJECT: PROJECT NO: Prosser, Inc. 13901 Sutton Park Drive South, Suite 200 CONTRACT NO:

Jacksonville, FL 32224

904-739-3655 CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT CHANGE ORDER SUMMARY CHANGE ORDERS APPROVED IN ADDITIONS DEDUCTIONS PREVIOUS MONTHS BY OWNER TOTAL APPROVED THIS MONTH NUMBER DATE APPROVED TOTALS NET CHANGE BY CHANGE ORDERS

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR:

FROM (CONTRACTOR):

11413 Enterprise East Blvd

Macclenny, Florida 32063

904-259-5360

Burnham Construction, Inc.

Burnham Construction, Inc. Project Manager: Tyler Mobley

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT. CONTINUATION SHEET, PAGE 2, IS ATTACHED	NC
1. ORIGINAL CONTRACT SUM	\$

2	NET CHANGE BY CHANGE ORDERS	\$ -
3	. CONTRACT SUM TO DATE (LINE 1 & 2)	\$ 5,164,480.14
4	TOTAL COMPLETED & STORED TO DATE	752 260 41

5. RETAINAGE: a. 10% OF COMPLETED WORK..... \$75.326.94

TOTAL RETAINAGE (LINE 5a + 5b)..... \$75,326,94 6. TOTAL EARNED LESS RETAINAGE 677,942,47

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 8.CURRENT PAYMENT DUE..... 677,942.47

9. BALANCE TO FINISH, PLUS RETAINAGE.... 4,486,537.67

STATE OF: FLORIDA COUNTY OF: BAKER SUBSCRIBED AND SWORN TO BEFORE ME THIS 1

NOTARY PUBLIC:

b. 10% OF STORED MATERIAL

TRISTAD, MCKENZIE Commission # HH 07308 Expires December 16, 20; Bonded Thru Budget Notary Service

ENGINEER'S CERTIFICATE FOR PAYMENT

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION. THE ENGINEER CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ENGINEER'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED

AMOUNT CERTIFIED.....\$

MY COMMISSION EXPIRES:

(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM

THE AMOUNT APPLIED FOR.)

ENGINEER:

THIS CERTIFICATE IS NOT NEGOTIONABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER AND CONTRACTOR UNDER THIS CONTRACT.

5,164,480.14

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

Application No:	1	
Application Date:	6/25/2024	
Period To:	7/25/2024	
Contract No:	24007	
Project:	SR 13 Roundabout	



Burnham Construction, Inc.

11413 Enterprise East Macclenny, Florida 32063 904-259-5360

"Building the Road to Excellence"

A	В		C D			E	F		G			H		1
ITEM NO	DESCRIPTION OF WORK					MPLETED AND ALS STORED								
			CONTRACT VALUE	FROM PREVIOUS APPLICATION (D+E)	Т	HIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)			TOTAL DMPLETED ND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE	
	1 General Conditions	\$	1,241,541.70		\$	129,332.66			\$	129,332.66	10.42%	\$	1,112,209.04	\$12,933.27
	2 Erasion Control	\$	114,198.44		\$	22,819.80			\$	22,819.80	19.98%	\$	91,378.64	\$2,281.98
	3 Clearing and Demolition	\$	266,539.71		\$	37,499.03			\$	37,499.03	14.07%	5	229,040.58	\$3,749.90
	4 Earthwork	\$	643,651.11		\$	439,133.77			\$	439,133.77	68.23%	\$	204,517.34	\$43,913.38
	5 Storm Drainage System	\$	547,668.55		1		\$	124,484.15	\$	124,484.15	22.73%	\$	423,184.40	\$12,448.42
	6 Potable Water System	5	304,807.55		1				\$		0.00%	5	304,807.55	\$0.00
	7 Reuse Water Main System	5	184,573.61		1				\$		0.00%	\$	184,573.61	\$0.00
	8 Force Main	\$	67,332.96						\$	-	0.00%	\$	67,332.96	\$0.00
	9 Roadways	\$	1,623,351.17		1				\$	-	0.00%	\$	1,623,351.17	\$0.00
1	0 Grassing	\$	121,670.34						\$	20	0,00%	5	121,670.34	\$0.00
1	1 Guard Rails	\$	49,145.00						\$	-	0.00%	\$	49,145.00	\$0.00
	TOTAL	\$	5,164,480.14	\$ -	\$	628,785.26	\$	124,484,15	\$	753,269.41	14.59%	\$	4,411,210.73	\$ 75,326.94

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

TO OWNER:

Upon receipt by the undersigned of a check from Rivers Edge III CDD in the sum of

677,942.47

payable to <u>BURNHAM CONSTRUCTION</u>, <u>INC.</u>, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of State Road 13 Roundabout, located at <u>SR 13 and Grandbridge Dr</u>, <u>St. Johns, FL</u> to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to Rivers Edge III CDD through 7/25/24 only, and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

9/11/2024

BURNHAM CONSTRUCTION, INC.

11413 Enterprise East Blvd Macclenny, Florida 32063

Name)

BCI	SR 1	SR 13 Roundabout Pay App# 1 24007											
Burnham Construction, Inc. "Building the Ruad to Excellence"	Unit Qty.		Unit Price	Total Price	Previously Installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete				
General Conditions													
General Conditions	LS	1.00	\$ 263,228.21			0.1	\$ 26,322.82		\$ 236,905.39				
Bonds & Insurance	LS	1.00		\$ 44,373.86		0.2	\$ 8,874.77		\$ 35,499.09				
Payment & Performance Bonds	LS	1.00	\$ 93,747.58	\$ 93,747.58		0.2	\$ 18,749.52		\$ 74,998.06				
Surveying	LS	1.00	\$ 115,122.03	\$ 115,122.03		0.1	\$ 11,512.20	\$ -	\$ 103,609.83				
As Builts	LS	1.00	\$ 86,336,53	\$ 86,336.53			\$ -	\$ -	\$ 86,336,53				
Construction Materials Testing	LS	1.00	\$ 57,498.53	\$ 57,498.53		0.1	\$ 5,749.85	\$ -	\$ 51,748.68				
Maintenance of Traffic	LS	1.00	\$ 581,234.96	\$ 581,234.96		0.1	\$ 58,123.50	\$ -	\$ 523,111.46				
				\$ 1,241,541.70			\$ 129,332.66	\$.	\$ 1,112,209.04				
Erosion Control						·····	Wave .						
Silt Fence Type III	LF	3634.00	\$ 4.75	\$ 17,261.50		3634	\$ 17,261.50	\$ -	\$ -				
Tree Protection	LF	2000.00		\$ 15,000.00		500	\$ 3,750.00		\$ 11,250.00				
Temporary Sod	SY	6000.00		\$ 43,560.00			\$ -	\$ -	\$ 43,560.00				
Hay Bales	EA	100.00	\$ 182.59	\$ 18,259.00			\$ -	\$ -	\$ 18,259.00				
Inlet Protection	EA	10.00	\$ 203.49	\$ 2,034,90			\$ -	\$ -	\$ 2,034.90				
NPDES Permit Compliance	LS	1.00	\$ 18,083,04	\$ 18,083.04		0.1	\$ 1,808.30	\$ -	\$ 16,274.74				
			Subtotal	\$ 114,198.44			\$ 22,819.80	\$.	\$ 91,378.6				
Clearing and Demolition				-0.00									
Demo Storm Pipe	TLFT	110.00	\$ 79.19	\$ 8,710.90			1\$ -	I\$ -	\$ 8,710.9				
Demo Storm Structures	EA	4.00		\$ 26,313.60			\$ -	\$ -	\$ 26,313.6				
Demo Exisiting Utility Pipe & Fittings (WM, FM, RW)	LF	840.00		\$ 45,519.60			\$ -	15 -	\$ 45,519.6				
Demo Existing Asphalt Temp Road	SY	2844.00		\$ 92,430.00			15 -	\$ -	\$ 92,430.0				
Demo Existing Asphalt SR 13	SY	2862.00		\$ 56,066.58			\$ -	\$ -	\$ 56,066.5				
Clearing	LS	1.00		\$ 37,499.03		1	\$ 37,499.03		\$ -				
				\$ 266,539.71			\$ 37,499.03		\$ ~229,040.6				
Earthwork	-						leen angtennium	Man i ann					
Strip Topsoll	CY	3344.00	\$ 7.18	\$ 24,009.92		3344	\$ 24,009.92	1\$ -	T\$ -				
Haul Off Strippings	CY	3344.00				3344	\$ 38,890.72		\$.				
Temporary Ditch	CY	694.00					\$.	\$ -	\$ 18,793.5				
Place & Compact Fill	CY	16369.00	\$ 9.17	\$ 150,103.73		12275	\$ 112,561.75	1	\$ 37,541.9				
Purchase Import Fill Material	CY	16369.00				12275	\$ 225,123.50		\$ 75,083.9				
Remove Unsuitables	CY	1736.00		\$ 33,001.36		868	\$ 16,500.68		\$ 16,500.6				
Replace Unsuitables	CY	1736.00		\$ 44,094.40		868	\$ 22,047.20		\$ 22,047.2				
Final Dressout	SY	13820.00		\$ 34,550.00			\$ +	\$ -	\$ 34,550.0				
			Subtotal	\$ 643,651.11		4	\$ 439,133.77	and the state of t	\$ 204,517.3				
Storm Drainage System													
Dewater Storm Drain	T LF T	1128.00	\$ 20.67	\$ 23,315.76	1		1\$ -	18 -	\$ 23,315.7				
Type J-5 Curb inlet	EA	10.00				4	\$ 38,419.44		\$ 57,629.1				
Type J-7 Storm Manhole	EA	6.00	\$ 8,267.26	\$ 49,603.53		2.4	\$ 19,841.41		\$ 29,762.1				
Storm Top Adjustments	EA	16.00					\$ -	\$.	\$ 18,134.4				
Storm Inverts	EA	16.00					\$ -	S -	\$ 18,374.4				
Underdrain Stubs from Inlets	LF	400.00					\$.	5 -	\$ 24,376.0				
Temporary Manhole Tops	EA	4.00					\$ -	\$.	\$ 14,812.9				
24" Mitered End Section	EA	1.00					\$ -	5 -	\$ 8,159.8				
14"x23" Mitered End Section	EA	2.00					\$.	\$.	\$ 15,164,1				
18" RCP	LF	904.00	\$ 235.16			180.8	\$ 42,516.93		\$ 170.067.7				

4" RCP	LF	120.00 \$	264.58	\$ 31,749.	60	48	\$	12,699.84			\$	19,049.70
"x23" ERCP 0-6' Deep	LF	104.00 \$	264.58	\$ 27,516.	32	41.6	\$	11,006.53	\$	H 1	\$	16,509.7
unch Out Storm Drain	LF	1128.00 \$	2.25	\$ 2,538.	00		\$	1.	\$		\$	2,538.0
V Storm Drain	LF	1128.00 \$		\$ 5,290	32		\$	•	\$	*	\$	5,290.3
- T W. 18 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -		Subt	otal	\$ 547,668	55		\$	124,484.15	\$		\$	423,184,4
otable Water Main						and the second s						
2 DR18 PVC Water Main	LF	900.00 \$	231.95				\$		\$		\$	208,757.7
0" DR18 PVC Water Main	EA	20.00 \$		\$ 37,494			\$		\$		\$	37,494.0
0"x10" Tap Slv. and Valve	EA	2.00 \$		\$ 32,344			\$		\$		\$	32,344.
2" Gate Valve	EA	2.00 \$		\$ 14,328			\$	*	5		\$	14,328.
/alve Box Installation	EA	4.00 \$		\$ 1,281			\$		\$	-	\$	1,281.
Sample Point	EA	6.00 \$	The second secon	\$ 2,668			\$	•	5		\$	2,668.
ocate Wire Box	EA	3.00 \$		\$ 1,006	Alternative Comment of the Comment o		\$		\$	-	\$	1,006.
Punch Out for Water Main	LF	920.00 \$		\$ 2,484			\$	-	\$	-	\$	2,484.
Flushing & BT's for Water Main	LF	920.00 \$	Commence of the Commence of th	\$ 1,352			S	•	\$		\$	1,352.
Locate Wire Test for Water Main	LF	920.00 \$	1.11	\$ 1,021			\$		18	14	\$	1,021.
Pressure Test for Water Main	LF	920.00 \$	2.25	\$ 2,070			\$		1\$	-	\$	2,070.
		Sub	total	\$304,80	7.55		\$		\$		\$	304,807.
	ien											
Reuse Water Main System	LIET	350,001 &	3E1 10 I	\$ 65,306	60 [-	1\$		Ts	-	Is	65,306.
12" DR18 PVC Reuse Main	LF	260.00 \$						4:	5		S	66,490
10" DR18 PVC Reuse Main	LF	140.00 \$	474.93				\$	-	\$	-	-	48,516
10"x10" Tap Siv. and Valve	EA	3.00 \$		\$ 48,516		_	\$	-		#4	\$	
Valve Box Installation	EA	3.00 \$	320.40		.20		\$	-	\$	*	\$	961.
Locate Wire Box	EA	1.00 \$	335.38		5.38		5	-	\$	-	\$	335
Punch Out for Reuse Main	LF	400.00 \$	2.70				\$	*	-		\$	1,080
Flushing for Reuse Main	LF	400.00 \$	1.35		00.00		\$		\$		\$	540
Locate Wire Test for Reuse Main	LF LF	400.00 \$			0.00	_	\$	-	\$		\$	444
Pressure Test for Reuse Main	LF	the second second second	2.25	\$ 184,57			\$	-	15	-	\$	900.
		Sui	itotai	3 104,07	10.0		1.9		1.9		3	104,313,
Force Main												
4" PVC DR 18 Force Main	T LF T	120.00 \$	351.64	\$ 42.19	888		1\$		15		18	42,196
4"x4" Tap Siv. and Valve	EA	2.00 \$	11,635.35				\$		\$	*	\$	23,270
Valve Box Installation	EA	2.00 \$	320.40		0.80		18		5		\$	640
Locate Wire Box	EA	1.00 \$	335.38		5.38	_	\$	-	\$	-	\$	335
Punch Out Force Main	LF	120.00 \$	2.70		4.00		\$		\$		15	324
Flushing for Force Main	LF	120.00 5	1.35		2.00		-		Ψ.		14	324
Locate Wire Test for Force Main	LF	120.00 \$	1.11		3.20	_	\$	-	\$		\$	133
Pressure Test for Force Main	LF	120.00 \$	2.25		0.00		1\$	-	18	-	5	270
Treasure reservoir of the Frank		225:00] 4	2,20	\$ 67,33			5		15		5	67,170
							12		17			
Roadways												
Subgrade for Sidewalk	SY	327.00 \$	6.56				\$		\$		\$	2,145
Subsoil Stabilization	SY	10,159.00 \$	17.62				\$		\$		\$	179,001
4" Limerock (Shoulder)	SY	1,520.00 \$	17.72				\$		\$		\$	26,934
6" Limerock (Temporary Road)	SY	4,000.00 \$	30.97				\$.*	\$		\$	123,880
10" Limerock (Roadway & Roundabout)	SY	4,409.00 \$	33.79				\$		\$	•	\$	148,98
1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift)	SY	3,474.00 \$	22,35				\$	-	\$	147	\$	77,64
1,5" Traffic B Asphalt (Rdwy Improvement 2nd Lift)	SY	3,474.00 \$	22.35				\$		\$		\$	77,64
1.5" FC 12.5 (Rdwy Improvement Final Lift)	SY	3,474.00 \$	23.55				\$		\$		\$	81,81
1.5" Traffic B (Roundabout 1st Lift)	SY	935.00 \$	22.35				\$		\$		\$	20,89
1.5" Traffic B (Roundabout 2nd Lift)	SY	935.00 \$	22.35				\$		\$		\$	20,89
	SY	935.00 \$	23.55				\$	-	\$	-	\$	22,01
1.5" FC 12.5 MM (Roundabout Final Lift)		4 000 001 +	89.05	\$ 356,20	0.00 1		\$	-	\$	-	\$	356,20
1.5" FC 12.5 MM (Roundabout Final Lift) 2" Asphalt Pavement (Temporary Rowy Construction)	SY	4,000.00 \$					1.				1.6	
1.5" FC 12.5 MM (Roundabout Final Lift)	SY SY SY	1,870.00 \$ 1,520.00 \$	31.97 23.55	\$ 59,78	3.90		\$		\$	-	\$	59,78 35,79

			Subtotal	\$ 1,623,351.17	5		\$		\$ 1,623,351.17
Concrete Truck Apron	SF	3,903.00	AND STREET STREET, STR	\$ 50,309.67	\$	-	\$		\$ 50,309.67
A.D.A. Mats	SF	423.00		\$ 20,354.76	\$	-	8		\$ 20,354.76
A.D.A. Handicap Ramps	EA	14.00	\$ 312.49	\$ 4,374.86	\$		\$		\$ 4,374.86
5' Sidewalk	SF	329.00	\$ 56.56	\$ 18,608.24	\$	-	\$		\$ 18,608.24
24" FDOT Type F Curb & Gutter	LF	1,404.00		\$ 44,801.64	\$		\$		\$ 44,801.64
Type D Curb & Gutter	LF	292.00		\$ 11,262.44	\$		\$	1.4	\$ 11,262.44
Type E Curb & Gutter	LF	1,530.00		\$ 60,312.60	\$		\$		\$ 60,312.60
RA Curb	LF	384.00	\$ 38.21	\$ 14,672.64	\$		\$	-	\$ 14,672.64
Striping & Signs	LS	1.00	\$ 156,245.96	\$ 156,245.96	\$		\$		\$ 156,245.96
Prime Limerock	SY	8,773.00	\$ 1.00	\$ 8,773.00	\$		\$		\$ 8,773.00

Grassing					- 1- 1- 11- 11- 11- 11- 11- 11- 11- 11-	7.3				
Median and Site Sod	SY	16,759.00 \$	7.26	\$	121,670.34	1 8		\$ •	S	121,670.34
		Sul	ototal	5	121,670.34	\$	- 4	\$	\$	121,670.34

Guardrails								, where
Guardrails	LF	500.00	\$98.29	\$ 49,145.00	\$	- \$	- \$	49,145.00
		Subtota	al	\$ 49,145.00	\$. \$	- \$	49,145.00

ORIGINAL CONTRACT TOTAL WITHOUT ALTERNATE	\$ 5,164,480.14		Bil	lled this Pay	Previously Billed	Balance to Complete
ORIGINAL CONTRACT TOTAL WITH ALTERNATE	\$ 5,164,480.14		\$	753,269.41	\$ -	\$ 4,411,048.73
CHANGE ORDER TOTAL	1	Totaled Billed	\$	753,269.41		
REVISED CONTRACT TOTAL	\$ 5,164,480.14	Retainage this Pay App	\$	75,326.94	Current Payment Due	677,942.47
		TOTAL RETAINAGE	\$	75,326.94	Total Payments	\$ 677,942.47

"Building the Road to Excellence"

2 PROJECT: SR 13 Roundabout APPLICATION NO: TO: Rivers Edge III Community Development District

PERIOD FROM : 7/25/2024 475 West Town Place, Suite 114 8/25/2024 St. Augustine, FL 32092 PERIOD TO :

PROJECT: SR 13 Roundabout FROM (CONTRACTOR): **ENGINEER:** PROJECT NO: 24007 **Burnham Construction, Inc.** Prosser, Inc.

CONTRACT NO: 11413 Enterprise East Blvd 13901 Sutton Park Drive South, Suite 200 Jacksonville, FL 32224

Macclenny, Florida 32063

904-259-5360 904-739-3655 CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT CHANGE ORDER SUMMARY CHANGE ORDERS APPROVED IN **ADDITIONS** DEDUCTIONS PREVIOUS MONTHS BY OWNER TOTAL APPROVED THIS MONTH DATE APPROVED NUMBER TOTALS **NET CHANGE BY CHANGE ORDERS**

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR:

Burnham Construction, Inc.

Project Manager: Tyler Mobley

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNEC WITH THE CONTRACT. CONTINUATION SHEET, PAGE 2, IS ATTACHED		
1. ORIGINAL CONTRACT SUM	5	5,164,480.14
2. NET CHANGE BY CHANGE ORDERS	\$	× -
3. CONTRACT SUM TO DATE (LINE 1 & 2)	\$	5,164,480.14
4. TOTAL COMPLETED & STORED TO DATE	\$	1,190,956.63
5. RETAINAGE: a. 10% OF COMPLETED WORK	6	\$119,095.66
6. TOTAL EARNED LESS RETAINAGE	\$	1,071,860.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	677,942.47
8.CURRENT PAYMENT DUE	\$	393,918.50
9. BALANCE TO FINISH, PLUS RETAINAGE	\$	4,092,619.17

ENGINEER'S CERTIFICATE FOR PAYMENT

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ENGINEER CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ENGINEER'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED

AMOUNT	CERTIFIED.
	Address were it

MY COMMISSION EXPIRES:

NOTARY PUBLIC:

(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM

THE AMOUNT APPLIED FOR.)

ENGINEER:

TRISTAD, MCKENZ

Commission # HH 073 Expires December 16, Bonded Thru Budge! Notary Se

THIS CERTIFICATE IS NOT NEGOTIONABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER AND CONTRACTOR UNDER THIS CONTRACT.

Rivers Edge III Community Development District 475 West Town Place, Suite 114 St. Augustins, FL 32092

Application No:	2	
Application Date:	7/25/2024	
Period To:	8/25/2024	
Contract No:	24007	
Project:	SR 13 Roundahout	



Burnham Construction, Inc.

11413 Enterprise East Macdenny, Florida 32063 904-259-5360

"Building the Road to Excellence"

A	В		C		D		E		F		G			H	- J.
					WORK COM MATERIAL										
ITEM NO	DESCRIPTION OF WORK	5	CONTRACT VALUE	100	FROM PREVIOUS PPLICATION (D+E)	т	HIS PERIOD	P	MATERIALS RESENTLY STORED OT IN D OR E)	A	TOTAL OMPLETED ND STORED TO DATE (D+E+F)	% (G+C)	100	INISH (C-G)	RETAINAGE
	1 General Conditions	\$	1,241,541.70	\$	129,332.66	\$	183,143.78			\$	312,476.44	25.17%	\$	929,065.26	\$31,247.64
	2 Erosion Control	\$	114,198.44	\$	22,819.80	\$	4,654.15			\$	27,473.95	24.06%	\$	86,724.49	\$2,747.40
	3 Clearing and Demolition	\$	266,539.71	\$	37,499.03	n.				\$	37,499.03	14.07%	\$	229,040.68	\$3,749.90
	4 Earthwork	\$	643,651.11	\$	439,133.77					\$	439,133.77	68.23%	\$	204,517.34	\$43,913.38
	5 Storm Drainage System	\$	547,668.55	\$	124,484.15	\$	151,963.77		the second	\$	276,447.92	50.48%	\$	271,220.63	\$27,644.79
	6 Potable Water System	\$	304,807.55	1				\$	63,857.54	\$	63,857.54	20.95%	\$	240,950.01	\$6,385.75
	7 Reuse Water Main System	\$	184,573.61					\$	34,067.98	\$	34,067.98	18.46%	\$	150,505.63	\$3,406.80
	8 Force Main	\$	67,332.96							\$		0.00%	\$	67,332.96	\$0.00
	9 Roadways	\$	1,623,351.17							5		0.00%	\$	1,623,351.17	\$0.00
	10 Grassing	\$	121,670.34							\$		0.00%	\$	121,670.34	\$0.00
	11 Guard Ralls	\$	49,145.00	-						\$		0.00%	\$	49,145.00	\$0.00
	TOTAL	s	5,164,480.14	\$	753,269.41	5	339,761.70	\$	97.925.52	\$	1,190,956.63	23.06%	5	3,973,523,51	\$ 119,095.66

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

TO OWNER:

Upon receipt by the undersigned of a check from Rivers Edge III CDD in the sum of

393,918.50

payable to <u>BURNHAM CONSTRUCTION</u>, <u>INC.</u>, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of State Road 13 Roundabout, located at <u>SR 13 and Grandbridge Dr</u>, <u>St.</u>

Johns, FL to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to <u>Rivers Edge III CDD</u> through <u>8/25/24</u> only, and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

9/11/2024

BURNHAM CONSTRUCTION, INC.

11413 Enterprise East Blvd Macclenny, Florida 32063

Name)

9/11/24

SR 13 Roundabout

BCI	SR 1	3 Round	about			Pay App# 2					24	007
Burnham Construction, Inc.	Unit	Qty.	Unit Price	1	Total Price	Previously Installed	Installed This Period	Bille	ed this Pay App	Previously Billed		Balance to Complete
Seneral Conditions											_	
Seneral Conditions	LS	1.00			263,228.21	0.1	0.1	\$	26,322.82			210,582.57
Bonds & Insurance	LS	1.00			44,373.86	0.2	0.8	\$	35,499.09			
Payment & Performance Bonds	LS	1.00			93,747.58	0.2	8.0	\$	74,998.06			
Surveying	LS	1.00			115,122.03	0.1	0.1	\$	11,512.20	the state of the s	-	92,097.62
As Builts	LS	1.00			86,336.53			\$. A	\$ -	1\$	86,336.53
Construction Materials Testing	LS	1.00		\$	57,498.53	0.1	0.1	\$	5,749.85			45,998.8
Maintenance of Traffic	LS	1.00	\$ 581,234.96	\$	581,234.96	0.1	0.05	\$	29,061.75			494,049.7
			Subtotal	\$	1,241,541.70			\$	183,143.78	\$ 129,332.66	\$	929,065.20
Erosion Control												
Silt Fence Type III	LF	3634.00	\$ 4.75		17,261.50	3634		15		\$ 17,261.50		
Tree Protection	LF	2000.00			15,000.00	500	500	\$	3,750.00	\$ 3,750.00	_	7,500.0
Temporary Sod	SY	6000.00			43,560.00			\$	•	\$ -	\$	43,560.0
Hay Bales	EA	100.00			18,259.00			\$		\$ -	\$	18,259.0
Inlet Protection	EA	10.00			2,034.90			\$		-	\$	2,034.9
NPDES Permit Compliance	LS	1.00	\$ 18,083.04	\$	18,083.04	0.1	0.05	5	904.15	\$ 1,808.30	\$	15,370.5
			Subtotal	\$	114,198.44			\$	4,654.15	\$ 22,819.80	\$	86,724.4
Clearing and Demolition					100							
Dema Storm Pipe	LF	110.00	\$ 79.19	15	8,710.90			S	- 4	\$ -	18	8,710.9
Demo Storm Structures	EA	4.00			26,313.60			\$		\$ -	1 \$	26,313.6
Demo Exisiting Utility Pipe & Fittings (WM, FM, RW)	LF	840.00	\$ 54.19		45,519.60			S	-	\$.	\$	45,519.6
Demo Existing Asphalt Temp Road	SY	2844.00			92,430.00			\$		\$.	\$	92,430.0
Demo Existing Asphalt SR 13	SY	2862.00			56,066.58		_	\$		\$ -	\$	56,066.5
Clearing	LS	1.00			37,499.03	1		15		\$ 37,499.03	1 7	00,000.0
				\$	266,539.71	L. C.		\$		\$ 37,499.03	_	229,040.6
Earthwork								99.0				
Strip Topsoil	CY	3344.00	\$ 7.18	1 5	24,009.92	3344		T\$	-	\$ 24,009.92	2 3	
Haul Off Strippings	CY	3344.00	\$ 11.63		38,890.72	3344		S		\$ 38,890.72	2 8	
Temporary Ditch	CY	694.00	\$ 27.08		18,793.52	30,7	_	18	-	\$ 50,030.77	3	18,793.5
Place & Compact Fill	CY	16369.00			150,103.73	12275		\$	-	\$ 112,561.7		37,541.9
Purchase Import Fill Material	CY	16369.00			300,207.46	12275		15		\$ 225,123.50		75,083.
Remove Unsuitables	CY	1736.00			33,001,36	868		\$		\$ 16,500.60		16,500.
Replace Unsuitables	CY	1736.00			44,094.40	868		\$	-	\$ 22,047.20		22,047.
Final Dressoul	SY	13820.00	\$ 2.50		34,550.00	500	_	\$		\$ 22,047.2	\$	
This blocked	1011	10020.00	Subtotal	\$	643,651.11			\$		\$ 439,133.7		
Storm Drainage System												
Dewater Storm Drain	LF	1128.00	0 \$ 20.67	2	23,315.76		T	\$		1\$ -	18	23,315.7
Type J-5 Curb Inlet	EA	10.00			96,048.60	4	3	\$	28,814.58			
Type J-7 Storm Manhole	EA	6.00			49,603.53	2.4	1.2	5	9,920.71			
Storm Top Adjustments	EA	16.00			18,134.40	6.7	106	\$	9,920.71	-	_	
Storm Inverts	EA	16.00			18,374.40		_	\$			5	
Underdrain Stubs from Inlets	LF	400.00			24,376.00		_	_		\$ -	\$	
Temporary Manhole Tops	EA	4.00					- 0	18	7 400 40	\$ -	\$	
24" Mitered End Section	EA	1.00			14,812.96		2	\$	7,406.48		\$	
The state of the s		2.00			8,159.86			\$		\$.	\$	
14"x23" Mitered End Section	EA	73 M			15,164.16			1 \$		\$	1 \$	

4" RCP	LF	120.00	\$ 264.58	\$	31,749.60	48		\$	+ \$	12,699.84	\$	19,049.76
1"x23" ERCP 0-6' Deep	LF	104.00			27,516.32	41.6		\$	- \$	11,006.53	\$	16,509.79
unch Out Storm Drain	LF	1128.00			2,538.00			15	- \$		\$	2,538.00
/ Storm Drain	LF	1128.00			5,290.32			\$	- \$		\$	5,290.32
Otto Diani			Subtotal	5	547,668.55		Z= =====	15	151,963.77 \$	124,484.15	S	271,220.64
otable Water Main						I I I I I I I I I I I I I I I I I I I	, , , , , , , , , , , , , , , , , , , ,					
2 DR18 PVC Water Main	LF	900.00			208,757.75		225	\$	52,189.44 \$	-	\$	156,568.31
0" DR18 PVC Water Main	EA	20.00			37,494.04			\$	- \$		\$	37,494.0
"x10" Tap Slv. and Valve	EA	2.00		_	32,344.08		0.5	\$	8,086.02 \$		\$	24,258.0
2" Gate Valve	EA	2.00		\$	14,328.32		0.5	\$	3,582.08 \$		\$	10,746.2
alve Box Installation	EA	4.00		\$	1,281.60			\$	- \$		\$	1,281.6
ample Point	EA	6.00		\$	2,668.02			\$	- \$		\$	2,668.0
ocate Wire Box	EA	3.00	\$ 335.38	\$	1,006.14			\$	- \$		\$	1,006.1
unch Out for Water Main	LF	920.00		\$	2,484.00			\$	- 9		\$	2,484.0
lushing & BT's for Water Main	LF	920.00	\$ 1.47	\$	1,352.40			5	- 5		\$	1,352.4
ocate Wire Test for Water Main	LF	920.00	\$ 1.11	\$	1,021.20			\$	+ 9		\$	1,021.2
ressure Test for Water Main	LF	920.00	\$ 2.25	\$	2,070.00	11,00000		\$	- 5	*	\$	2,070.0
2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -			Subtotal		\$304,807.55			\$	63,857.54		5	240,950.0
			MINI TO THE TOTAL TOTAL TO THE									
Reuse Water Main System 12" DR18 PVC Reuse Main	1 15 1	250.00	e 251 10	1 6	65 200 60 1	-	1 60	10	15,070.77 5		I ¢	ED 005 0
	LF LF	260.00			65,306.68			15			\$	50,235.9
O" DR18 PVC Reuse Main		140.00			66,490.23		40	5	18,997.21		\$	47,493.0
10"x10" Tap Slv. and Valve	EA	3.00		S	48,516.12			\$	- 3		\$	48,516.1
/aive Box Installation	EA	3.00			961.20			\$	- 5		S	961.2
ocate Wire Box	EA	1.00			335.38			\$	- 5		\$	335,3
Punch Out for Reuse Main	LF	400.00			1,080.00			\$		7	\$	1,080.0
Flushing for Reuse Main	LF	400.00			540.00			\$		-	\$	540.0
ocate Wire Test for Reuse Main	LF	400.00			444.00			\$		-	\$	444.0
Pressure Test for Reuse Main	LF	400.00		_	900,00		-	\$		-	S	900.0
			Subtotal	\$	184,573.61			\$	34,067.98	•	S	150,505.6
Force Main											100	
4" PVC DR 18 Force Main	LF	120.00	\$ 351.64	15	42,196.88			18	+	\$ -	TS.	42,196.8
4"x4" Tap Siv. and Valve	EA	2.00			23,270.70			\$		\$ -	5	23,270.7
Valve Box Installation	EA	2.00			640.80		1	15		\$ -	\$	640.6
Locate Wire Box	EA	1.00			335.38		+	15		\$ -	\$	335.3
Punch Out Force Main	LF	120.00			324.00		-	18		\$ -	\$	324.0
Flushing for Force Main	LF	120.00	\$ 1.35		162.00		1	1	-	-	-	324.
Locate Wire Test for Force Main	LF	120.00	\$ 1.11		133.20		-	18		\$ -	\$	133.
Pressure Test for Force Main	LF	120.00		\$	270.00			\$		\$ -	\$	270.
TESSEE TOTAL TOTAL TEST	1	220100	14 2.25	\$	67,332.96		1	18		\$.	\$	87,170.
											-	
Roadways	1 011											
Subgrade for Sidewalk	SY	327.00	\$ 6.56		2,145.12			\$		\$ -	\$	2,145.
	6237	10,159.00	\$ 17.62		179,001.58			S		\$ -	\$	179,001.
Subsoil Stabilization	SY	-			26,934.40		4	\$		\$ -	\$	26,934.
Subsoil Stabilization 4" Limerock (Shoulder)	SY	1,520.00	\$ 17.72					S		5 -	\$	123,880.
Subsoil Stabilization 4" Limerock (Shoulder) 6" Limerock (Temporary Road)	SY	1,520.00 4,000.00	0 \$ 17.72 0 \$ 30.97	\$	123,880.00							
Subsoil Stabilization 4" Limerock (Shoulder) 5" Limerock (Temporary Road) 10" Limerock (Roadway & Roundabout)	SY SY SY	1,520.00 4,000.00 4,409.00	0 \$ 17.72 0 \$ 30.97 0 \$ 33.79	\$	123,880.00 148,980.11			\$	-	5 -	\$	
Subsoil Stabilization 4" Limerock (Shoulder) 6" Limerock (Temporary Road) 10" Limerock (Roadway & Roundabout) 1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift)	SY SY SY SY	1,520.00 4,000.00 4,409.00 3,474.00	17.72 0 \$ 30.97 0 \$ 33.79 0 \$ 22.35	\$ \$	123,880.00 148,980.11 77,643.90			\$	-	\$ - \$ -	\$	77,643.
Subsoil Stabilization 4" Limerock (Shoulder) 6" Limerock (Temporary Road) 10" Limerock (Roadway & Roundabout) 1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift) 1.5" Traffic B Asphalt (Rdwy Improvement 2nd Lift)	SY SY SY SY SY	1,520.00 4,000.00 4,409.00 3,474.00 3,474.00	\$ 17.72 \$ 30.97 0 \$ 33.79 0 \$ 22.35 0 \$ 22.35	\$ \$ \$	123,880.00 148,980.11 77,643.90 77,643.90			\$ \$	-	5 -	_	148,980. 77,643. 77,643.
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Subsoil Stabilization 4" Limerock (Shoulder) 6" Limerock (Temporary Road) 10" Limerock (Roadway & Roundabout) 1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift) 1.5" Traffic B Asphalt (Rdwy Improvement 2nd Lift) 1.5" FC 12.5 (Rdwy Improvement Final Lift) 1.5" Traffic B (Roundabout 1st Lift)	SY SY SY SY SY SY SY	1,520.00 4,000.00 4,409.00 3,474.00 3,474.00 3,474.00 935.00	\$ 17.72 \$ 30.97 \$ 33.79 \$ 22.35 \$ 22.35 \$ 23.55 \$ 22.35	\$ \$ \$	123,880.00 148,980.11 77,643.90 77,643.90 81,812.70 20,897.25			\$ \$	-	5 - 5 -	\$	77,643 77,643 81,812
Subsoil Stabilization 4" Limerock (Shoulder) 6" Limerock (Temporary Road) 10" Limerock (Roadway & Roundabout) 1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift) 1.5" Traffic B Asphalt (Rdwy Improvement 2nd Lift) 1.5" FC 12.5 (Rdwy Improvement Final Lift) 1.5" Traffic B (Roundabout 1st Lift) 1.5" Traffic B (Roundabout 2nd Lift)	SY SY SY SY SY SY SY	1,520.00 4,000.00 4,409.00 3,474.00 3,474.00 935.00 935.00	17.72 \$ 30.97 \$ 33.79 \$ 22.35 \$ 22.35 \$ 22.35 \$ 22.35 \$ 22.35 \$ 22.35	\$ \$ \$ \$	123,880.00 148,980.11 77,643.90 77,643.90 81,812.70 20,897.25 20,897.25			\$ \$ \$:	5 - 5 - 5 -	\$ \$	77,643. 77,643. 81,812. 20,897.
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Subsoil Stabilization 4" Limerock (Shoulder) 6" Limerock (Temporary Road) 10" Limerock (Roadway & Roundabout) 1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift) 1.5" Traffic B Asphalt (Rdwy Improvement 2nd Lift) 1.5" Traffic B (Roundabout 1st Lift) 1.5" Traffic B (Roundabout 1st Lift) 1.5" Traffic B (Roundabout 2nd Lift) 1.5" Traffic B (Roundabout 7nd Lift) 1.5" FC 12.5 MM (Roundabout Final Lift) 2" Asphalt Pavement (Temporary Rdwy Construction)	SY SY SY SY SY SY SY SY SY SY SY	1,520.00 4,000.00 4,409.00 3,474.00 3,474.00 935.00 935.00 935.00 4,000.00	17.72 1 \$ 30.97 2 \$ 33.79 3 \$ 22.35 3 \$ 22.35 4 \$ 22.35 5 \$ 22.35 6 \$ 22.35 7 \$ 22.35 8 \$ 22.35 9 \$ 22.35	\$ \$ \$ \$ \$ \$ \$ \$ \$	123,880.00 148,980.11 77,643.90 77,643.90 81,812.70 20,897.25 20,897.25 22,019.25 356,200.00			\$ \$ \$ \$	* * * * * * * * * * * * * * * * * * *	5 - 5 - 5 - 5 - 5 -	\$ \$ \$ \$	77,643. 77,643. 81,812. 20,897. 20,897. 22,019. 356,200.
Subsoil Stabilization 4" Limerock (Shoulder) 6" Limerock (Temporary Road) 10" Limerock (Roadway & Roundabout) 1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift) 1.5" Traffic B Asphalt (Rdwy Improvement 2nd Lift) 1.5" Tc 12.5 (Rdwy Improvement Final Lift) 1.5" Traffic B (Roundabout 1st Lift) 1.5" Traffic B (Roundabout 2nd Lift) 1.5" Traffic B (Roundabout Final Lift) 1.5" Traffic B (Roundabout Final Lift)	SY SY SY SY SY SY SY SY SY	1,520.0(4,000.00 4,409.00 3,474.00 3,474.00 935.00 935.00	17.72 1 \$ 30.97 2 \$ 33.79 3 \$ 22.35 3 \$ 22.35 3 \$ 22.35 4 \$ 22.35 5 \$ 22.35 6 \$ 23.55 6 \$ 23.55 6 \$ 23.55 7 \$ 23.55 8 9.05 8 9.05	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	123,880.00 148,980.11 77,643.90 77,643.90 81,812.70 20,897.25 20,897.25 22,019.25			\$ \$ \$ \$ \$	# # # # # # # # # # # # # # # # # # #	5 - 5 - 5 - 5 - 5 - 5 -	\$ \$ \$ \$	77,643. 77,643. 81,812. 20,897. 20,897. 22,019.

	A STATE OF THE PARTY OF THE PAR		Subtotal	\$	121,670.34	\$	•	\$		1 \$	121,670.34
Median and Site Sod	SY	16,759.00	\$ 7.26	\$	121,670.34	\$		\$		\$	121,670.34
Grassing											
		1	Suptotal	9	1,023,331.11	1.0	•	9	•	,	1,623,351.17
concept marking on			Subtotal		1,623,351.17	10		T e			
Concrete Truck Apron	SF	3,903.00	\$ 12.89	\$	50,309.67	S		S	-	\$	50,309.67
A.D.A. Mats	SF	423.00	\$ 48,12	5	20,354.76	S		S	-	\$	20,354,76
A.D.A. Handicap Ramps	EA	14.00	\$ 312.49	\$	4,374.86	\$	-	\$		\$	4,374.86
5' Sidewalk	SF	329.00	\$ 56.56	\$	18,608.24	\$	-	\$		\$	18,608.24
24" FDOT Type F Curb & Gutter	LF	1,404.00	\$ 31.91	\$	44,801.64	\$		\$		\$	44,801.64
Type D Curb & Gutter	LF	292.00		\$	11,262.44	\$	*	\$		\$	11,262.44
Type E Curb & Gutter	LF	1,530.00	and the same of th	\$	60,312.60	\$		\$		\$	60,312.60
RA Curb	LF	384.00	\$ 38.21	\$	14,672.64	\$		\$		\$	14,672.64
Striping & Signs	LS	1.00	\$ 156,245.96	\$	156,245.96	\$	•	\$		S	156,245.96
Prime Limerock	SY	8,773.00	\$ 1.00	\$	8,773.00	\$		\$		3	8,773.00

\$98.29 \$

49,145.00 49,145.00

LF

500.00

Subtotal

Guardrails

Guardrails

ORIGINAL CONTRACT TOTAL WITHOUT ALTERNATE	\$ 5,164,480.14		В	lled this Pay	Previously Billed		Balance to Complete
ORIGINAL CONTRACT TOTAL WITH ALTERNATE	\$ 5,164,480.14		\$	437,687.21	\$ 753,269.41	\$	3,973,361.51
CHANGE ORDER TOTAL	1	Totaled Billed	\$	1,190,956.63			
REVISED CONTRACT TOTAL	\$ 5,164,480.14	Retainage this Pay App	\$	43,768.72	Current Payment Due	-	393,918.49
		TOTAL RETAINAGE	\$	119,095.66	Total Payments	\$	1,071,860.9

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49,145.00 **49,145.00**

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INVOICE

NicNevol Engineering Services

Remit Payment to: NicNevol Engineering Services, Inc.

3728 Philips Hwy, Suite 11A

Jacksonville, FL 32207

Tel: 904.423.1083, Fax: 904.329.4647

BILLED TO:

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Attn.: Ryan Stilwell 475 West Town Place

Suite, 114

St. Augustine. FL 32092

NicNevol Invoice No: 01248801-01

Client Job No.: FDOT Permit No. 2021-C-297-00002

Description: SR 13 Rivertown Roundabout Construction

CEI and Geotech/Material Testing Services

Duval County, Florida

Purchase Order No:

WORK PERFORMED: 15-Jul-24	thru	31-Aug-24		LLED PERIOD	00000	PERIOD DATE	TOTAL BILLED TO DATE	
Item Description	U/M	Per/Unit	Qty	Value	Qty	Value	Qty	Value
LABORATORY TESTING					0.00		0.00	
LBRs	Ea.	\$325.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Proctors	Ea.	\$110.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Organic Content	Ea.	\$50.00		\$0.00	0.00	\$0.00	0.00	\$0.00
PH	Ea.	\$20.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Percent Finer than # 200 (75-Micron)	Ea.	\$45.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Sieve Analysis	Ea.	\$65.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Atterberg Limits	Ea.	\$85.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Breaks	Ea.	\$13.00		\$0.00	0.00	\$0,00	0.00	\$0.00
Additional Concrete Early Breaks	Ea.	\$13.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Beams	Ea.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Additional Concrete Beams	Ea.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Professional Services								
Senior Project Engineer	hr.	\$203.26	12.00	\$2,439.12	0.00	\$0.00	12.00	\$2,439.12
Project Administrator	hr.	\$140.85	20 00	\$2,817.00	0.00	\$0.00	20.00	\$2,817.00
Senior Geotechnical and Materials Engineer	hr.	\$186.45	12.00	\$2,237.40	0.00	\$0.00	12.00	\$2,237.40
Senior Inspector	hr.	\$104.87	144.00	\$15,101.28	0.00	\$0.00	144.00	\$15,101.28
SUBTOTAL				\$22,594.80		\$0.00		\$22,594.80
				1 1				
NET DRAW FOR THIS INVOICE		-		\$22,594.80		\$0.00		\$22,594.80

THANKS FOR YOUR BUSINESS

Prior Invoices										
Invoice No.	Date	Amount	Paid Amount							
		-								

Total Due Today

\$22,594.80

Bensa Nukunya, P.E.

Sr. Geotechnical & Materials Engineer

04-Sep-24

Date

Proj Name: SR 13 Rivertown Roundabout Construc REVISED Client: RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

	Sr. Insp. (Louis)	Ewk Tech OT	Rdway Tech	Rdway Tech (OT)	Conc Tech	Cyl Break	Proctor	Webert Ewk	LBR	Soil Class	Corey Asph Pav	Anthony Ewk	Bensa Ewk	Bensa QCM	Webert Asph Pav
7/1/2024															
7/2/2024															
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7/28/2024		4-13	1300	33											
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7/30/2024	1.25														
7/31/2024	3.00														
8/1/2024					1										
8/2/2024															
Total	33.25														

Proj Name: SR 13 Rivertown Roundabout Construction

Client: RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Month/Year: Jul-24

	Sr. Insp. (Louis)	Ewk Tech OT	Rdway Tech	Rdway Tech (OT)	Conc Tech	Cyl Break	Proctor	Webert Ewk	LBR	Soil Class	Corey Asph Pav	Anthony Ewk	Bensa Ewk	Bensa QCM	Webert Asph Pav
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8/30/2024	7.00										4 1				
Total	110.75														

CONSTRUCTION FUNDING AGREEMENT BETWEEN THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT AND MATTAMY JACKSONVILLE, LLC

THIS CONSTRUCTION FUNDING AGREEMENT ("Agreement") is made and entered into to be effective the 1st day of June 2024, by and between:

Rivers Edge III Community Development District, a local unit of specialpurpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida ("District"), and

Mattamy Jacksonville, LLC, a foreign limited liability company whose address is 4901 Vineland Road, Suite 450, Orlando, FL 32811 ("Developer").

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners of St. Johns County, Florida, pursuant to Chapter 190, Florida Statutes, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner/developer of undeveloped lands located within the boundaries of the District ("Development") upon which the District's improvements have been or will be made, and additional improvements may be constructed at off-site locations; and

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

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of the District, including but not necessarily limited to the roundabout planned to be constructed on State Road 13 and those improvements more particularly described in the *Master Improvement Plan Report*, dated June 5, 2020, attached as Exhibit A and incorporated herein by this reference, which may be updated, amended, or supplemented from time to time, prior to the issuance of an anticipated future series of bonds, including construction and any design, engineering, legal, or other construction or administrative costs (collectively, the "Project"); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary improvements, prior to the issuance of bonds, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements; and

WHEREAS, the District has accessed and anticipates accessing the public bond market in the future to obtain financing for the construction of all or a portion of the Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

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

- INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
- 2. FUNDING. Developer hereby acknowledges that the sole source of funding for the Project at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued to provide funding for all or a portion of the Project. This Agreement does not obligate the District to issue bonds now or in the future. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the construction of the Project. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.
- 3. **REPAYMENT.** The parties agree that the funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of the District's future issuance of taxexempt bonds. Within forty-five (45) days of receipt of the proceeds of the bonds for the financing of the Project, the District shall reimburse Developer for eligible improvements until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Project within three (3) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's sole discretion.
- 4. **DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.
- 5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

- 6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.
- AMENDMENTS. Amendments to and waivers of the provisions contained in this
 Agreement may be made only by an instrument in writing which is executed by both of the parties
 hereto.
- 8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- 9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Rivers Edge III Community Development District

c/o Governmental Management Services

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

Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC

517 E. College Avenue Tallahassee, Florida 32301 Attn: District Counsel

B. If to Developer: Mattamy Jacksonville, LLC

4901 Vineland Road, Suite 450,

Orlando, Florida 32811

Attn:

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

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

- 11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.
- 12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in St. Johns County, Florida, and the parties hereby consent to such exclusive jurisdiction.
- 13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.
- 14. PUBLIC RECORDS. Developer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Developer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Developer must:
 - A. Keep and maintain public records required by the District to perform the service;
 - B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Developer does not transfer the records to the District; and
 - D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Developer or keep and maintain public records required by the District to perform the service. If Developer transfers all public records to the District upon completion of this Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT GOVERNMENTAL MANAGEMENT SERVICES, 475 WEST TOWN PLACE, SUITE 114, ORLANDO, FLORIDA 32092, PH: (904) 940-5850, AND E-MAIL JOLIVER@GMSNF.COM.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of this page left intentionally blank]

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

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

By: By Smith

Its: Chairman

MATTAMY JACKSONVILLE, LLC,

a Foreign Limited Liability Company

Cliff Mlson

By: Cliff Nelson

Its: VP

Exhibit A: Master Improvement Plan Report, dated June 5, 2020

Exhibit A Master Improvement Plan Report, dated June 5, 2020

[See attached]

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT MASTER IMPROVEMENT PLAN REPORT

Prepared for:

BOARD OF SUPERVISORS RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Prepared by:

PROSSER, INC. 13901 Sutton Park Drive South Suite 200 Jacksonville, Florida 32224-0229

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INTRODUCTION

The Development

RiverTown is a 4,176.53-acre mixed-use master planned development (the "Development" or "RiverTown") located along the east bank of the St. Johns River, approximately thirty-three miles southwest of downtown Jacksonville in northwest St. Johns County, Florida. A map identifying the general location of the Development is attached as Exhibit 1.

The Development is an approved Development of Regional Impact ("DRI"), approximately 3,995 acres of which is the RiverTown Planned Unit Development. The balance of the Development is located in the RiverTown Planned Rural Development ("PRD"). Approved development within RiverTown generally consists of single and multi-family residential, commercial, retail, office, educational, light industrial, and various open space, recreational and park uses. The master development plan and the current expected land uses in the Development are further described in Exhibit 2 to this report.

In March 2014, Mattamy RiverTown, LLC, a Delaware limited liability company purchased from the original developer of RiverTown, The St. Joe Company, all its remaining land and collateral rights in and became the Master Developer of RiverTown. On December 1, 2017, Mattamy RiverTown, LLC transferred all its land and rights in the Development to its affiliate, Mattamy Jacksonville, LLC (the "Master Developer").

The Rivers Edge III Community Development District

The Development currently includes three community development districts: (a) Rivers Edge Community Development District ("Rivers Edge" or "District 1"), established by Rule 42FFF-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission in 2006, as subsequently amended, (b) Rivers Edge II Community Development District ("Rivers Edge II" or "District 2"), established by Ordinance No. 2018-26, by the Board of County Commissioners in and for St. Johns County on June 19, 2018, and effective as of June 22, 2018, and (c) Rivers Edge III Community Development District ("Rivers Edge III" or "District 3"), established by Ordinance No. 2020-7 of the Board of County Commissioners in and for St. Johns County on March 3, 2020. The District 3 boundary encompasses 989.14 acres. For more information regarding Rivers Edge III, visit the Rivers Edge III website or see Exhibits 3 and 4 attached showing the District 3 boundary.

PURPOSE AND SCOPE OF IMPROVEMENTS

Rivers Edge III was established for the purpose of financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within and without the boundaries of District 3. All of the proposed improvements are presently contemplated in the approved St. Johns County RiverTown DRI.

What follows is a description of the master infrastructure improvements that comprise District 3's Master Improvement Plan. A summary of the costs associated with each category of master improvements is attached hereto as Table 1.

Master Roadway Improvements

Minor Collector Roadways

RiverTown Main Street serves as the primary access point into RiverTown and when finished will act as the main artery though the community. The first section of RiverTown Main Street already serves as the primary entry into the community from Longleaf Pine Parkway to the connection with Orange Branch Trail. Once the extension is finished, the roadway will connect to a secondary access point off of Greenbriar Road. This two-lane roadway will provide access to the development parcels to the north and west within this portion of District 3. Grand Bridge Drive will provide access from State Road 13 to RiverTown Main Street from the western part of District 3. A portion of Kendall Crossing will connect from Rivers Edge CDD to RiverTown Main Street through District 3. Multiuse paths for pedestrians, bicyclists and golf carts will run parallel to the roadway. Improvements in this category also include District 3-installed and maintained landscape and irrigation with reclaimed water. This improvement category also includes utility improvements that will serve as the major trunk line system throughout District 3.

Master Drainage Improvements

The master drainage improvements for District 3 will be financed, designed and constructed by District 3 in accordance with the Conceptual Master Drainage Plan, which has been permitted by the St. Johns River Water Management District. This category represents all drainage work for the master infrastructure improvements as detailed in this Report. The District 3-wide stormwater system consists of wet detention ponds to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained and detention periods.

In general, the stormwater runoff will be collected via curb and gutter within the roads and conveyed into the ponds via inlet structures and pipes. The primary form of treatment will be wet detention pursuant to accepted design criteria. The pond control structures will consist of weirs for attenuation and bleed-down orifices sized to recover the treatment volume.

The stormwater system is designed such that post-development flow will generally mimic the flows from the site in a pre-development state. All areas within District 3 currently drain through onsite wetlands into the St. Johns River. As parcels within District 3 are developed, the detention ponds will temporarily detain stormwater runoff for treatment and then gradually discharge water in the same receiving waters. Ponds have been designed to provide attenuation of the 25-year/24-hour storm and provide treatment for a volume of runoff established by county, state and federal regulations.

This category includes stormwater collection systems (drainage inlets, pipes, etc.) and stormwater ponds that will support the collector and local roadways throughout District 3. Conceptual master drainage improvements are shown on **Exhibit 4.**

Master Recreation

Multipurpose Fields - RiverTown Fields

The Master Developer completed the construction of additional fields within RiverTown Fields in 2019 to serve the additional needs of the community. These facilities include four (4) multipurpose fields, bathroom building, retention pond, gates, landscaping and irrigation. The project also included conduit

for future field and parking lot lighting.

Neighborhood Pocket Parks

District 3 lands along the St. Johns River and existing preserved wetlands provide a unique experience for residents to engage in outdoor activities. In order to support the surrounding environmental benefits of District 3, the Master Developer is designing neighborhood pocket parks that will consist of children's areas, recreational play fields, dog parks and trails. This category represents all work related to a minimum of six (6) neighborhood pocket parks within District 3. Work may include hardscape (pavers, benches, shade pavilions, play features, etc.), landscape and irrigation improvements to serve the community within this improvement category. These neighborhood parks are part of the master recreation components and provide a special benefit to all residents in District 3 as master recreational amenities.

Future Amenity

Over the course of the development of District 3, additional amenity facilities are anticipated to serve the residents of District 3. This improvement category is anticipated to include an amenity building, shade pavilion, pool, hardscape improvements, athletic courts, landscape, irrigation, play features and any such appurtenance that will serve as a future recreational amenity to the residents of District 3.

Master Landscape

This category represents all work related to the community gateway entry features, community signage and landscaping throughout RiverTown. Work will consist of small tower structures, walls, signage, lighting, lake fountains, landscaping and irrigation. This category also includes all future lands that are anticipated to be owned and maintained by District 3 such as common areas, buffers and open spaces. All work related to the entry sequence is included within this description.

STATUS OF CONSTRUCTION

The Master Developer is moving forward with improvements within District 3. The following table outlines the proposed unit counts by approximate acreage and units.

Proposed Land Use	Approximate Acreage	Units
Future Residential	632	1,741
Recreation	40	
Other (Open Space/Drainage/Conservation)	317	
Total Units Rivers Edge III CDD	989	1,741

The following table outlines the current status of the projects underway and planned within the District:

Rivers Edge III CDD Construction Project Status & Permit Approvals												
		THE ANNUAL CO.	Permit Status									
Project Description	Construction Completed to Date	Army Corps Of Engineers	St. Johns River WMD	St. Johns County DRC	FDEP Water & Sewer	FDOT						
RiverTown Main Street PH2	75%	N/A	X	X	X	N/A						
Kendall Crossing PH2	75%	N/A	X	X	X	N/A						
RiverTown Fields	100%	N/A	X	X	N/A	N/A						

X- Permit Issued N/A – Not applicable

OWNERSHIP & MAINTENANCE

The following is a brief summary of the anticipated operation and maintenance responsibilities for the Improvements.

Improvement Projects	Ownership	Maintenance Responsibility
RiverTown Main Street (Road)	St Johns Co	St Johns Co
RiverTown Main Street (Landscaping)	St Johns Co	CDD
Kendall Crossing PH2 (Road)	St Johns Co	St Johns Co
Kendall Crossing PH2 (Landscaping)	St Johns Co	CDD
Grand Bridge Drive (Road)	St Johns Co	St Johns Co
Grand Bridge Drive (Landscaping)	St Johns Co	CDD
Master Drainage	CDD	CDD
Multi-Purpose Fields	St Johns Co	St Johns Co
Pocket Parks	CDD	CDD
Future Amenity	CDD	CDD

^{*}JEA will own and maintain the water, sewer and reuse facilities within the Development

BASIS FOR THE COST OPINION

The improvements contemplated in this Master Improvement Plan are currently in conceptual design, final design, under construction or have completed construction. For items where construction is complete (specifically the RiverTown Fields and Kendall Crossing), contract actuals have been included. For all other categories, Prosser, Inc., prepared opinions of probable costs based on the intent and status of each element as defined at its current level of design and construction. Opinions of cost are based on our experience with similar projects and represent a reasonable approximation pursuant to standard engineering practice. The cost numbers include several elements:

^{0 -} Not submitted

- Construction cost.
- Design fee including engineering, landscape and hardscape, architectural, and sub consultants such as surveyors, environmental consultants and geotechnical engineers.
- Contingency factor of 15%.
- · Construction administration expenses.

The exact location of some of the Improvements may be changed during approval and implementation. These changes will not diminish or alter the benefits to be received by the land, and any changes are expected to result in the land receiving the same or greater benefits.

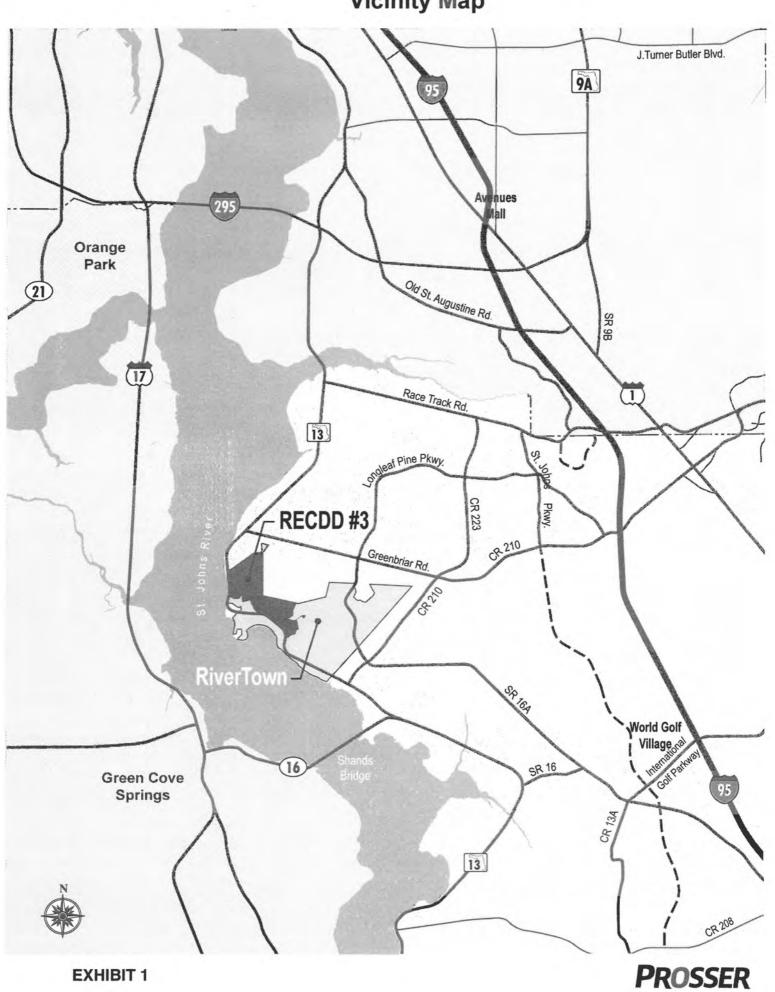
This Master Improvement Plan has been prepared based upon both the previous and current regulatory criteria. Regulatory criteria will undoubtedly continue to evolve, and future changes may affect the implementation of this plan. If this occurs, future substantial changes should be addressed and included as addenda to the plan.

TABLE I RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF COST OPINIONS June 2, 2020

Improvement Plan Category	Improvement Plan Opinion of Costs (\$) *	Notes
Master Drainage & Stormwater Management	\$15,620,168.11	Stormwater ponds
Master Transportation	\$21,432,550.00	RiverTown Main Street, Grand Bridge Drive, Kendall Crossing
Master Landscape	\$2,070,000.00	Gateway Entry Features
Master Recreation	\$7,707,875.00	Fields, Amenity, Parks
Total RECDD III Master Improvement Opinion	\$46,830,593.11	

^{*}Includes construction cost, design fees, construction administration expenses, and 15% contingency.

Vicinity Map



dary

Greenbriar Road R 40 **PLAN** 36 RECDD Boundary dary narge 35 30 1 28 29 26 Hallowes CoL 26 Popo Point -St. Johns Rive,

RE III CFR #1

Final Audit Report

2024-10-08

Created: 2024-10-08

By: Corbin deNagy (cdenagy@gmsnf.com)

Status: Signed

Transaction ID: CBJCHBCAABAAifA98aAKRhHB3WwEQXDjuDrGETdyyYoo

"RE III CFR #1" History

- Document created by Corbin deNagy (cdenagy@gmsnf.com) 2024-10-08 2:28:52 PM GMT
- Document emailed to D.J. Smith (dj.smith@mattamycorp.com) for signature 2024-10-08 2:29:18 PM GMT
- Document emailed to Corbin deNagy (cdenagy@gmsnf.com) for signature 2024-10-08 2:29:18 PM GMT
- Email viewed by Corbin deNagy (cdenagy@gmsnf.com) 2024-10-08 2:29:35 PM GMT
- Document e-signed by Corbin deNagy (cdenagy@gmsnf.com)
 Signature Date: 2024-10-08 2:29:45 PM GMT Time Source: server
- Email viewed by D.J. Smith (dj.smith@mattamycorp.com) 2024-10-08 3:09:53 PM GMT
- Document e-signed by D.J. Smith (dj.smith@mattamycorp.com)
 Signature Date: 2024-10-08 3:10:06 PM GMT Time Source: server
- Agreement completed. 2024-10-08 - 3:10:06 PM GMT

Rivers Edge III CDD

Community Development District

*Construction Funding Request #2

Chairman/Vice Chairman

Secretary/Asst.Secretary

Signature:

November 8, 2024

PAYEE			FY 2025
Burnham Construction, Inc.			
Application for Payment 3 (September 2024) SR 13 Roundabout		\$	267,211.94
Burnham Construction, Inc.			
Application for Payment 4 (October 2024) SR 13 Roundabout			262,815.73
NicNevol Engineering Services, inc.			
Invoice #01248801-02 (9/1/24 thru 9/30/24) SR 13 Roundabout			17,470.38
	TOTAL	\$	547,498.05
			n.
		D A	red by:
	Signature:	7.7	JMUL D7AD64EA046E

^{*}Construction Funding Agreement Between Rivers Edge III CDD and Mattamy Jacksonville, LLC from 6/1/2024 for the SR 13 Roundabout

APPLICATION AND CERTIFICATE FOR PAYMENT



"Building the Road to Excellence"

TO:

Rivers Edge III Community Development District 475 West Town Place, Suite 114

St. Augustine, FL 32092

FROM (CONTRACTOR): Burnham Construction, Inc. 11413 Enterprise East Blvd

NET CHANGE BY CHANGE ORDERS

Macclenny, Florida 32063 904-259-5360

ENGINEER:

Prosser, Inc.

904-739-3655

Jacksonville, FL 32224

PROJECT:

SR 13 Roundabout

13901 Sutton Park Drive South, Suite 200

APPLICATION NO:

5,164,480.14

5,164,480,14

1,487,858,79

\$148,785.88

1,339,072.91

1,071,860,97

267,211,94

3,825,407.23

PERIOD FROM : PERIOD TO : 8/25/2024 9/25/2024

PROJECT:

SR 13 Roundabout

PROJECT NO:

24007

CONTRACT NO:

CONTRACT DATE: APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION

WITH THE CONTRACT. CONTINUATION SHEET, PAGE 2, IS ATTACHED

1. ORIGINAL CONTRACT SUM.....

2. NET CHANGE BY CHANGE ORDERS.....

3. CONTRACT SUM TO DATE (LINE 1 & 2).....

4. TOTAL COMPLETED & STORED TO DATE.....

a. 10% OF COMPLETED WORK.....

b. 10% OF STORED MATERIAL

TOTAL RETAINAGE (LINE 5a + 5b).....

6. TOTAL EARNED LESS RETAINAGE

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....

9. BALANCE TO FINISH, PLUS RETAINAGE.....

CONTRACTOR'S APPLICATION FOR PAYMENT CHANGE ORDER SUMMARY **ADDITIONS** DEDUCTIONS CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER TOTAL APPROVED THIS MONTH NUMBER DATE APPROVED TOTALS

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR:

Burnham Construction, Inc.

Project Manager: Tyler Mobley

DATE: 4/23/24

COUNTY OF: BAKER

8.CURRENT PAYMENT DUE...... \$

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24 OF Sent

.2024.

NOTARY PUBLIC:

5. RETAINAGE:

MY COMMISSION EXPIRES:

STATE OF: FLORIDA

VERONA BURNHAM MY COMMISSION # HH 191400 EXPIRES: February 26, 2026 Bonded Thru Notary Public Underwriters

AMOUNT CERTIFIED

(ATTACH EXPLANATION IF AMOUNT-CERTIFIED DIFFERS FROM

THE AMOUNT APPLIED PORT

ENGINEER:

THIS CERTIFICATE IS NOT NEGOTIONABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER AND CONTRACTOR UNDER THIS CONTRACT.

ENGINEER'S CERTIFICATE FOR PAYMENT

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ENGINEER CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ENGINEER'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED

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

Application No:	3	
Application Date:	8/25/2024	
Period To:	9/25/2024	
Contract No:	24007	
Project:	SR 13 Roundabout	



Burnham Construction, Inc.

11413 Enterprise East Maccienny, Florida 32063 904-259-5360

"Building the Road to Excellence"

A	В		C		D	E	F	G			H		1
ITEM NO DESCRIPTION OF WO				WORK COMPLETED AND MATERIALS STORED									
	DESCRIPTION OF WORK		CONTRACT VALUE	100	FROM REVIOUS PLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)		TOTAL COMPLETED ND STORED TO DATE (D+E+F)	% (G+C)	F-A-1 1 155 15 15 15 15 15	BALANCE TO	RETAINAGE
	1 General Conditions	\$	1,241,541.70	\$	312,476.44	\$ 26,109.27		\$	338,585.71	27.27%	\$	902,955.99	\$33,858.57
	2 Erosion Control	\$	114,198.44	\$	27,473.95			\$	27,473.95	24.06%	\$	86,724.49	\$2,747.40
	3 Clearing and Demolition	\$	266,539.71	\$	37,499.03			\$	37,499.03	14.07%	\$	229,040.68	\$3,749.90
	4 Earthwork	\$	643,651.11	\$	439,133.77	5-45-554		\$	439,133.77	68.23%	\$	204,517.34	\$43,913.38
	5 Storm Drainage System	\$	547,668.55	\$	276,447.92	\$ 111,453.05		\$	387,900.97	70.83%	\$	159,767.58	\$38,790.10
	6 Potable Water System	\$	304,807.55	\$	63,857.54	\$ 159,339.84		\$	223,197.38	73.23%	\$	81,610.17	\$22,319.74
	7 Reuse Water Main System	\$	184,573.61	\$	34,067.98		14	\$	34,067.98	18.46%	\$	150,505.63	\$3,406.80
	8 Force Main	\$	67,332.96					\$		0.00%	\$	67,332.96	\$0.00
	9 Roadways	\$	1,623,351.17					\$		0.00%	\$	1,623,351.17	\$0.00
1	10 Grassing	\$	121,670.34					\$		0.00%	\$	121,670.34	\$0.00
4	11 Guard Rails	\$	49,145.00					\$		0.00%	\$	49,145.00	\$0.00
	TOTAL	8	5,184,480.14	\$ 1	,190,958.83	\$ 298,902.16	\$.	\$	1,487,858,79	28.81%	5	3,676,621,35	\$ 148,785,88

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

TO OWNER:

Upon receipt by the undersigned of a check from Rivers Edge III CDD in the sum of \$ 267,211.94

payable to BURNHAM CONSTRUCTION, INC., and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of State Road 13 Roundabout, located at SR 13 and Grandbridge Dr., St.

Johns, FL to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to <u>Rivers Edge III CDD</u> through <u>9/25/24</u> only, and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

9/23/2024

BURNHAM CONSTRUCTION, INC.

11413 Enterprise East Blvd Macclenny, Florida 32063

Burnham Construction, Inc.	SR 13 Roundabout Pay App# 3										
	Unit	Qty.	Unit Price	Total Price	Previously installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete		
General Conditions											
General Conditions	LS	1.00 \$		263,228.21	0.2	0.05	\$ 13.161.41				
Bonds & Insurance	LS	1.00 \$		44,373.86	1		\$.	\$ 44,373.86			
Payment & Performance Bonds	LS	1.00 \$		93,747.58	1		5 -	\$ 93,747.58			
Surveying	LS	1.00 \$	115,122.03 \$		0.2	0.05	\$ 5,756.10				
As Builts	LS	1.00 \$	86,336.53 \$	86,336.53		0.05	\$ 4,316.83		\$ 82,019,70		
Construction Materials Testing	LS	1.00 \$		57,498,53	0.2	0.05	\$ 2,874.93				
Maintenance of Traffic	LS	1.00 \$	581,234.96 \$	581,234.96	0.15		\$ -	\$ 87,185.24			
		13	Subtotal \$	1,241,541.70			\$ 25,109.27	\$ 312,476.44	\$ 902,956.00		
Erosion Control		0- m 4-9-0-4	Win And				//				
Silt Fence Type III	LF	3634.00 \$	4.75 \$	17,261.50	3634		5	\$ 17,261.50	\$ +		
Tree Protection	LF	2000.00 \$			1000		\$ -	\$ 7.500.00			
Temporary Sod	SY	6000.00 \$					\$.	\$	\$ 43,560.00		
Hay Bales	EA	100.00 \$					\$.	\$ -	\$ 18,259.00		
Inlet Protection	EA	10.00 \$					5 .	\$,	\$ 2,034.90		
NPDES Permit Compliance	LS	1.00 \$		18,083.04	0.15		\$.	\$ 2,712.46	\$ 15,370.58		
			ubtotal \$				\$.	\$ 27,473.96			
Clearing and Demolition		_							10w, 11w - www		
	LF	110.00 3	79.19 8	8,710.90			\$ -	\$ -	\$ 8,710.90		
Demo Storm Pipe Demo Storm Structures	EA	4.00 \$				-	\$ -		\$ 26,313.60		
Demo Exisiting Utility Pipe & Fittings (WM, FM, RW)	LF	840.00 \$				+	\$.	\$ -	\$ 45,519.60		
Demo Existing Asphalt Temp Road	SY	2844.00 \$		92,430.00		-	\$.	\$ -	\$ 92,430.00		
Demo Existing Asphalt SR 13	SY	2862.00 \$		56,066.58		+	\$ -	\$ -	\$ 56,066.58		
	LS	1.00 5			1	-	\$	\$ 37,499.03	© 50,000.50		
Clearing	Lo	1.00	37,488.03	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN			\$.	\$ 37,499.03			
						1					
Earthwork											
Strip Topsoil	CY	3344.00 \$			3344		\$ -	\$ 24,009.92			
Haul Off Strippings	CY	3344.00 9			3344		\$ -	\$ 38.890.72			
Temporary Ditch	CY	694.00 \$					\$ -	\$ -	\$ 18,793.52		
Place & Compact Fill	CY	16369.00			12275		\$ -	\$ 112,561.75			
Purchase Import Fill Material	CY	16369,00			12275	-	\$ -	\$ 225,123.50			
Remove Unsuitables	CY	1736.0D 9			868		\$	\$ 16,500.68			
Replace Unsuitables	CY	1736.00 5			868	-	\$.	\$ 22,047.20			
Final Dressout	SY	13820.00	2.50 S	AND PERSONAL PROPERTY			\$	\$ 439,133.77	\$ 34,550.00 \$ 204,517.34		
n spinning i								12211224			
Storm Drainage System											
Dewater Storm Drain	LF	1128.00 \$				810	\$ 16,742,70		\$ 6,573.06		
Type J-5 Curb Inlet	EA	10,00 \$			7		\$	\$ 67,234.02			
Type J-7 Storm Manhole	EA	6.00 \$			3.6	1.4	\$ 11,574,16	\$ 29,762.12			
Storm Top Adjustments	EA	16.00 9					\$	\$ -	\$ 18,134.40		
Storm Inverts	EA	16.00 9				10	\$ 11,484.00		\$ 6,890,40		
Underdrain Stubs from Inlets	LF	400.00 9			Contract		\$	\$ -	\$ 24,376.00		
Temporary Manhole Tops	EA	4.00 9	3,703.24 \$		2	2.	\$ 7,406,48	5 7,406.48			
24" Mitered End Section	EA	1.00 \$					\$ -	\$ -	\$ 8.159.86		
14"x23" Mitered End Section	EA	2.00 \$					\$ -	\$.	\$ 15,164.16		
18" RCP	LF	904.00 3			630.8	273	\$ 64,245.71				
24" RCP	LF	120.00 5			48		\$	\$ 12,699.84			
14"x23" ERCP 0-6' Deep	LF	104.00 \$	264.58 \$	27,516.32	41.6		\$ +	\$ 11,006.53	\$ 16,509.79		

Punch Out Storm Drain TV Storm Drain	LF	1128.00 1128.00			2,538.00 5,290.32			\$ \$. \$	- \$	2,538. 5,290.
V Storm Drain			Subtotal	5	547,668.55				453.05 \$	276,447.91 \$	159,767.
										- Company and American	
otable Water Main											
2 DR18 PVC Water Main	LF	900.00			208.757.75	225	475		,177.70 \$	52,189.44 \$	46,390.
0" DR18 PVC Water Main	EA	20.00	\$ 1,874.70		37,494.04				494.04 \$	- \$	
0"x10" Tap Siv. and Valve	EA	2.00			32,344.08	0.05	The state of the s		,086,02 \$	808.60 \$	23,449
2" Gate Valve	EA	2.00			14,328.32	0.05	0.5	\$ 3	582.08 \$	358.21 \$	10,388
alve Box Installation	EA	4.00			1,281.60		-	5	- \$	- \$	1,281
ample Point	EA	6.00			2,668.02		-	\$ \$	- 5	- \$	2,668
ocate Wire Box	EA LF	3.00			1,006.14			\$	- 4	- \$	2,484
unch Out for Water Main	LF	920.00			2,484.00 1,352,40			\$	- 8	- \$	1,352
lushing & BT's for Water Main ocale Wire Test for Water Main	LF	920.00		_	1,021.20			\$	- \$	- \$	1,021
Pressure Test for Water Main	LF	920.00			2,070.00			\$. \$	- \$	2,070
resource reaction reaction main	1 41		Subtotal		\$304,807.55				,339.84 \$	53,356.25 \$	92,111
			paint are year								
euse Water Main System				7.			,		- 12		
2" DR18 PVC Reuse Main	LF	260.00			65.306.68	60		\$	- \$	15.070.77 \$	50,235
0" DR18 PVC Reuse Main	LF	140.00			66,490.23	40		\$	- \$	18,997.21 \$	47,493
0"x10" Tap Slv. and Valve	EA	3.00			48,516.12			\$	- \$	- \$	48,516
/alve Box Installation	EA	3.00			961.20			\$	- \$. \$	961
ocate Wire Box	EA	1.00			335.38			\$	- 5	- \$	335
Punch Out for Reuse Main	LF	400.00		\$	1,080.00			\$	- \$	- 5	1,080
lushing for Reuse Main	LF	400.00			540.00			\$	- 5	- 5	540
ocate Wire Test for Reuse Main	LF LF	400.00			444.00			\$	- 5	- 5	444
Pressure Test for Reuse Main	LF	400.00	\$ 2.25 Subtotal	1 \$	900.00			\$	- \$	34,067.98 \$	900 150,508
PVC DR 18 Force Main	LF	120.00	\$ 351,64	5	42,196,88			\$	- \$	- \$	42,196
"x4" Tap Siv. and Valve	EA	2.00	\$ 11,635,35	1 5	23.270.70			\$	- \$	- \$	23,270
/alve Box Installation	EA	2.00			640.80			\$	- \$	- \$	640
ocate Wire Box	EA	1.00			335.38			\$	- 5	- \$	335
Punch Out Force Main	LF	120.00		\$	324.00			\$	- \$	- 5	324
Flushing for Force Main	LF LF	120.00		\$	162.00		+	\$	0	- S	400
Locate Wire Test for Force Main	LF	120.00 120.00		\$	133.20	_		\$	- \$		133
Pressure Test for Force Main	L	120.00	P 2.23	5	87,332.96		THE RESIDENCE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE PERSON NA	5	- 5	- 5	67,170
				-	3.72.2.2		1				
Roadways											
Subgrade for Sidewalk	SY	327.00		\$	2,145.12			\$. \$	- \$	2.145
Subsoil Stabilization	SY	10,159.00	\$ 17.62		179,001.58			\$	- \$	- \$	179,00
" Limerock (Shoulder)	SY	1,520.00			26,934.40			\$	- \$	- \$	26,934
" Limerock (Temporary Road)	SY	4,000.00			123,880.00			S	- \$	- 5	123,880
0" Limerock (Roadway & Roundabout)	SY	4,409.00			148,980.11			\$	- 5	- 5	148,980
.5" Traffic B Asphalt (Rdwy Improvement 1st Lift)	SY	3,474.00	\$ 22.35		77,643.90			\$	- 5	- \$	77,64
.5" Traffic B Asphalt (Rdwy Improvement 2nd Lift)	SY	3,474,00 3,474.00		0	77,643,90 81,812,70			\$	- 9	- \$	77,643
5" FC 12.5 (Rdwy Improvement Final Lift)5" Traffic B (Roundabout 1st Lift)	SY	935.00			20.897.25			\$	- 5	- 8	81,812 20,897
5" Traffic B (Roundabout 2nd Lift)	SY	935.00			20.897.25			\$	- \$	- \$	20,897
.5" FC 12.5 MM (Roundabout Final Lift)	SY	935.00			22,019.25			\$. \$	- 8	22,019
" Asphalt Pavement (Temporary Rdwy Construction)	SY	4.000.00			356,200.00			\$	- 15	- 8	356,200
All and Resurface Existing Roadway	SY	1,870.00			59,783.90			\$	- \$	- 8	59,783
Paved Shoulder	SY	1,520.00		\$	35,796.00	-		S	- \$	- S	35.796
Prime Limerock	SY	8,773.00			8,773.00			\$	- \$	- \$	8,773
Striping & Signs	LS	1.00			156,245.96			\$	- \$	- \$	156,245
RA Curb	LF	384.00			14,672.64			\$	- \$	- \$	14,672
				0	60,312.60			\$	- 1\$	- \$	60.312
Type E Curb & Gutter Type D Curb & Gutter	LF LF	1,530.00 292.00			11,262,44		+	\$	- \$. 8	11,262

Docusign Envelope ID: 1EA13D54-9858-44C4-82E3-753742FB6CC3

		LS	Subtotal	18	1,623,361.17	3	•	\$	\$	1,623,351.17
Concrete Truck Apron	SF	3,903.00	\$ 12.89	\$	50,309.67	5	•	\$ 2	15	50,309.67
A.D.A. Mats	SF	423.00			20,354,76	\$	+	\$	\$	20,354.76
A.D.A. Handicap Ramps	EA	14.00		\$	4,374.86	\$		\$ 	\$	4,374.86
5' Sidewalk	SF	329.00	\$ 56.56	\$	18,608.24	\$		\$	S	18,608.24
24" FDOT Type F Curb & Gutter	LF	1,404.00			44,801.64	\$		\$	\$	44,801.64

Grassing									
Median and Site Sod	SY	16,759.00	\$	7.26	\$ 121,670.34	\$		\$ -2	\$ 121,670.34
National Control of the Control of th			Subtotal	CHANNE	\$ 121,670.34	5	•	\$	\$ 121,670.34

Guardralle	n 'Ar Warthidon							
Guardrails	LF	500.00	\$98.29 \$	49,145.00	S	- \$	- \$	49,145.00
		Subtotal	\$	49,145.00	\$	- 8	- 18	49,145.00

ORIGINAL CONTRACT TOTAL WITHOUT ALTERNATE	\$ 5,164,480.14		B	filed this Pay	Previously Billed	Balance to Complete
ORIGINAL CONTRACT TOTAL WITH ALTERNATE	\$ 5,164,480.14		\$	296,902.16	\$ 1,180,455.34	\$ 3,686,960.65
CHANGE ORDER TOTAL		Totaled Billed	\$	1,477,357.49		
REVISED CONTRACT TOTAL	\$ 5,164,480.14	Retainage this Pay App	\$	29,690.22	Current Payment Due	\$ 267,211.94
		TOTAL RETAINAGE	\$	147,735.75	Total Payments	\$ 1,329,621.74

CONDITIONAL WAIVER AND RELEASE OF LIEN

STATE OF FLORIDA COUNTY OF DUVAL

The undersigned lienor hereby releases its right to claim a lien to the extent of \$58,282.60, for labor, services and/or materials furnished through AUGUST 25, 2024, to BURNHAM CONSTRUCTION, INC. on the job of RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT, to the following property:

SR 13 ROUNDABOUT - RIVERS EDGE III STATE ROAD 13 & GRANDBRIDGE DRIVE, ST AUGUSTINE ST JOHNS COUNTY, FLORIDA

The undersigned certifies that all labor, services and/or materials described herein have been provided prior to the execution and delivery of this document.

This partial release and waiver of lien is conditioned upon payment of the check in the amount of \$58,282.60 for the work described in this release and waiver. Should the check be denied or unpaid for any reason, this lien waiver is void.

DATED on this 24TH day of SEPTEMBER 2024.

AMERICAN PRECAST STRUCTURES, LLC. 10483 General Avenue

Jacksonville, FL 32220

Robert Neill, Manager

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization the 24TH day of SEPTEMBER, 2024, by Robert Neill as Manager for American Precast Structures, LLC.

Notary Public, State of Florida

LOU ELLEN ORBE

Printed Name

Personally Known

XXX

or Produced Identification

Type of Identification Produced

N/A

LOU ELL Expires

LOU ELLEN ORBE Commission #184 528189 Expires August 26, 2028

"Building the Road to Excellence"

TO: Rivers Edge III Community Davelopment District

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

FROM (CONTRACTOR): Burnham Construction, Inc. 11413 Enterprise East Blvd Macdenny, Florida 32063

PROJECT:

ENGINEER:

Jacksonville, FL 32224

Prosser, Inc.

904-739-3655

SR 13 Roundabout

13901 Sutton Park Drive South, Sulte 200

APPLICATION NO:

9/25/2024 10/25/2024

PERIOD FROM : PERIOD TO :

PROJECT:

SR 13 Roundabout

PROJECT NO:

24007

CONTRACT NO:

CONTRACT DATE:

904-259-5360 CONTRACTOR'S ARRITCATION FOR DAVMENT

CHANGE ORDER	SUMMARY		
CHANGE ORDERS PREVIOUS MONT		ADDITIONS	DEDUCTIONS
APPROVED THIS	MONTH		
NUMBER	DATE APPROVED		
	TOTALS		-

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR:

Burnham Construction, Inc.

Project Manager: Tyler Mobley

BY:

DATE:

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT. CONTINUATION SHEET, PAGE 2, IS ATTACHED

1.	ORIGINAL CONTRACT SUM	\$ 5,164,480.14
2.	NET CHANGE BY CHANGE ORDERS	\$
3.	CONTRACT SUM TO DATE (LINE 1 & 2)	\$ 5,164,480.14
4.	TOTAL COMPLETED & STORED TO DATE	\$ 1,779,876.27

5. RETAINAGE: a. 10% OF COMPLETED WORK..... b. 10% OF STORED MATERIAL

TOTAL RETAINAGE (LINE 5a + 5b)..... \$177,987.63 6. TOTAL EARNED LESS RETAINAGE 1,601,888.64 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 1,339,072.91

8.CURRENT PAYMENT DUE......\$ 262,815.73

9. BALANCE TO FINISH, PLUS RETAINAGE..... 3,562,591.50

STATE OF: FLORIDA COUNTY OF: BAKER SUBSCRIBED AND SWORN TO BEFORE ME THIS OF

2024.

NOTARY PUBLIC: MY COMMISSION EXPIRES:

TRISTAD, MCKENZIE Commission # HM 073085 Expires December 16, 202 Bonded Thru Budgs ! Notary Service

ENGINEER'S CERTIFICATE FOR PAYMENT

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION. THE ENGINEER CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ENGINEER'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED

ENGINEER: THIS CERTIFICATE IS NOT NEGOTIONABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT

PREJUDICE TO ANY RIGHTS OF THE OWNER AND CONTRACTOR UNDER THIS CONTRACT.

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

Application No:	4	
Application Date:	9/25/2024	
Period To:	10/25/2024	
Contract No:	24007	
Project:	SR 13 Roundabout	



Burnham Construction, Inc.

11413 Enterprise East Macclenny, Florida 32063 904-259-5360

"Building the Road to Excellence"

A	В		C		D		E		F		G		5	H	1
	DESCRIPTION OF WORK			WORK COMPLETED AND MATERIALS STORED											
ITEM NO			CONTRACT		FROM PREVIOUS APPLICATION (D+E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)		TOTAL OMPLETED ND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)		RETAINAGE
	1 General Conditions	\$	1,241,541.70	\$	338,585.71	\$	63,804.67	5		\$	402,390.38	32.41%	\$	839,151.32	\$40,239.04
	2 Erosion Control	5	114,198.44	\$	27,473.95	\$		\$		\$	27,473.95	24.06%	\$	86,724.49	\$2,747.40
	3 Clearing and Demolition	\$	266,539.71	\$	37,499.03	\$		\$		\$	37,499.03	14.07%	\$	229,040.68	\$3,749.90
	4 Earthwork	\$	643,651.11	\$	439,133.77	\$		\$		\$	439,133.77	68.23%	\$	204,517.34	\$43,913.38
	5 Storm Drainage System	\$	547,668.55	\$	387,900.97	\$	89,942.92	\$		\$	477,843.89	87.25%	\$	69,824.67	\$47,784.39
	6 Potable Water System	\$	304,807.55	\$	223,197.38	\$	74,608.95	\$		\$	297,806.33	97.70%	\$	7,001.22	\$29,780.63
	7 Reuse Water Main System	\$	184,573.61	\$	34,067.98	\$	63,660.95	\$		\$	97,728.93	52.95%	\$	86,844.58	\$9,772.89
	8 Force Main	\$	67,332.96	\$		\$		\$		\$		0.00%	\$	67,332.96	\$0.00
	9 Roadways	\$	1,623,351.17	\$		\$		\$		\$		0.00%	\$	1,623,351.17	\$0.00
	10 Grassing	\$	121,670.34	\$	+	\$	-	\$	3.	5		0.00%	\$	121,670.34	\$0.00
	11 Guard Rails	\$	49,145.00	\$		\$	-	\$	•	\$		0.00%	\$	49,145.00	\$0.00
	TOTAL	\$	5,164,480.14	\$	1,487,858,79	\$	292,017.48	5		\$	1,779,876.27	34.46%	\$	3,384,603.87	\$ 177,987.63

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

TO OWNER:

Upon receipt by the undersigned of a check from Rivers Edge III CDD in the sum of \$ 262,815.73

payable to BURNHAM CONSTRUCTION, INC., and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of State Road 13 Roundabout, located at SR 13 and Grandbridge Dr, St.

Johns, FL to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to <u>Rivers Edge III CDD</u> through <u>10/25/24</u> only, and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

10/24/2024

BURNHAM CONSTRUCTION, INC.

11413 Enterprise East Blvd Macclenny, Florida 32063

BCI	SR 1:	3 Roundal	out		Pay App# 4			2	4007
Burnham Construction, Inc. "Balking the koad to Exculorize"	Unit	Qty.	Unit Price	Total Price	Previously Installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete
eneral Conditions			3 . 3						
eneral Conditions	LS	1.00 \$	263,228.21	\$ 263,228.21	0.25	0.05	\$ 13,161.41	\$ 65,607.05 \$	184,259.75
onds & Insurance	LS	1.00 S	44,373,86	\$ 44,373.86	1		5 .	\$ 44,373.86 \$	•
ayment & Performance Bonds	LS	1,00 \$	93,747.68	\$ 93,747.58	1		\$.	\$ 93,747.58 \$	
griveying	LS	1.00 \$		5 115,122.03	0.25	0.05	\$ 5,756.10		
s Bullts	LS	1.00 \$		\$ 86,336,53	0.05	0,15	\$ 12,950,48		
construction Materials Testing	LS	1.00 \$	57,498,53	\$ 57,498,53	0.25	0.05	\$ 2,874.93		
leintenance of Traffic	LS	1.00 \$	581,234,98		0.15	0.05	\$ 29,061.75		
Billienance of Franc	Lo			5 1,241,541.70	0.15	0.03	\$ 63,804.67		
		1.50	a constant	4 11241,041.10	· · · · · · · · · · · · · · · · · · ·			5 500,000,70	490,101,00
rosion Control			nnáré nái				Hamiltonia	<u></u>	
It Fance Type III	LF	3634,00 \$	4.75	\$ 17,261.50	3634		\$ -	\$ 17,281.50	
ree Protection	LF	2000.00 \$		\$ 15,000,00	1000		\$	\$ 7,500.00	7,500.00
emporary Sod	SY	6000,00 s		\$ 43,560.00		"	\$.	· ·	
lay Bales	EA	100.00 \$		\$ 18,259.00			\$.	\$ - 3	
net Protection	EA	10.00 \$	203.49				3 -	\$ - !	2.034.90
IPDES Permit Compliance	LS	1.00 8	The second secon		0.15		5 -	5 2712.48	The second secon
THE STATE OF THE S	100	The second state of the last second	The second secon	\$ 114,198,44	3110		\$.	\$ 27,473.06	
		100	1000	1141190114					00/184/40
learing and Demolition	- American de la company			WWW.					
Demo Storm Pipe	LF	110.00 \$	79,19	\$ 8,710,90			\$.	\$ -	8,710.90
Demo Storm Structures	EA	4.00 \$	6,578,40	\$ 28,313.60			\$ -		26,313.60
Demo Exisiting Utility Pige & Fittings (WM FM, RW)	LF	840.00 8				-	3 -		45 519,80
Demo Existing Asphalt Temp Road	SY	2844.00 3			-		3 -		92,430,00
		2862.00 5			-	_	-		
Demo Existing Asphalt SR 13	SY					-	s -		
Clearing	LS	1.00) \$			1	-	\$ -	\$ 37,499.03	
				\$ 266,539.71			15	37,499.03	\$ 229,040.68
arthwork									
Sido Toosoil	TCY	3344.00 \$	7.18	\$ 24,009,92	3344		\$.	\$ 24,009,92	2
Hauf Off Strippings	CY	3344.00 5			3344	1	\$ -	\$ 38,890,72	
Temporary Ditch	CY	694.00					\$.		\$ 18,793,52
Place & Compact Fill	CY	16389.00			12275		3 .	\$ 112.581.75	
Purchase Import Fill Material	CY	16369.00			12275	-	\$.	\$ 225,123.50	
Remove Unsuitables	CY	1736.00	19.01		868	_	\$.	\$ 16,500.68	
Replace Unsullables	CY	1738.00			868		\$.	\$ 22,047.20	
Inal Dressout	SY	13820.00			000	-	\$		
Tital Diasout	or		ubtotal	\$ 643,651.11	-	-		8 439,133,77	
		[3	ubtotal	3 043,001.11			15 .	9 939,133.11	\$ 204,517.34
itorm Drainage System	7-7-								
Dewater Storm Drain	LF I	1128.00		\$ 23,315.78	810	318,00	\$ 8,573.08	18,742,70	5 .
Type J-5 Curb Inlet	EA	10.00				3	5 28,814.58		
Type J-7 Storm Manhole	EA	6.00				1	\$ 8,267.28		
Storm Top Adjustments	EA	16.00				-	5 -		\$ 18.134.40
Storm Inverts	EA	16.00				8	S 8,890.40		
Underdrain Stubs from Inlets	LF	400.00				200	13 12 188.00		\$ 12 188.00
	EA	4.00				200	and the same of th		
femporary Manhole Tops						-	\$.	\$ 14,812.98	
24" Milered End Section	EA	1.00				1	\$ 8,159.88		\$.
14"x23" Mitered End Section	EA	2.00					3 .	The second secon	5 15,164,16
18" RCP	LF	904.00					\$.	\$ 212,584.64	
24" RCP	LF	120.00				72	19,049.78	\$ 12,099.84	3
14"x23" ERCP 0-6" Deep	LF	104.00	264.58	\$ 27,516.32	41.6		18 -	\$ 11,008.53	\$ 18,509.79
Punch Out Storm Drain	LF	1128.00	2.25	\$ 2,538.00	1		8 .		\$ 2,538.00
TV Storm Drain	LF	1128.00					3 .		\$ 5,290.32

BCI	SR 1	3 Round	about			Pay App# 4				2	4007
Burnham Construction, Inc. "Building the Road to Excellence"	Unit Qty.		Unit Price		Total Price	Previously installed	Installed This Period	Billed this Pay App	Pre	viously Billed	Balance to Complete
			Subtotal	8	647,888.85			S 80,942.92	\$	387,900.96 \$	69,824.67
Otable Water Main					warming with the same of the s			_		INDIANA CONTRACTOR OF THE PARTY	
2 DR18 PVC Water Main	I LF I	900,00	\$ 231.95	15	208 757.76	700	200	\$ 48,390,61	S	162,367.14 5	
0" DR18 PVC Water Main	EA	20.00		1 8	37,494.04	20		\$ -	\$	37,494.04 \$	
0"x10" Tap Siv. and Valve	EA	2.00	\$ 18,172.0	S	32,344.08	1	1	\$ 16.172,04	S	16,172.04 \$	
2" Gate Valve	EA	2.00			14,328.32	1	1	\$ 7,184.18	\$	7,164,16 \$	
alve Box Installation	EA	4.00			1,281.60	- Amanan	4	\$ 1,281.80	3	- \$	
ample Point	EA	6.00			2,868.02			\$.	5	- \$	2,688.02
ocate Wire Box	EA	3.00			1,006.14		3	\$ 1,008.14	S	. \$	
Punch Out for Water Main	LF	920.00	\$ 2.7	\$	2,484.00		460	\$ 1,242.00	\$	- 5	1,242.00
lushing & BT's for Water Main	LF	920.00		5	1,352,40		920	\$ 1,352.40	\$	- 5	
ocate Wire Test for Water Main	LF	920.00		1 \$	1,021.20			\$.	\$. \$	1,021.20
Pressure Test for Water Main	LF	920.00	\$ 2.2	5 8	2,070.00			\$.	\$. \$	2,070.00
			Subtotal		\$304,807.55			1 \$ 74,608.96	8	223,197.38 \$	7,001.22
teuso Water Main System		-							_		
2" DR18 PVC Reuse Main	TLFI	260.00	5 251.1	3 \$	65,308,68	60	1 140	\$ 35,185,14	S	15.070.77 5	16,070.77
10" DR18 PVC Reuse Main	LF	140.00			88,490.23	40	80	\$ 28,495.81		18,997.21 5	18,997,21
10"×10" Tap Siv. and Valve	EA	3.00			48.518.12		1	\$ +	3	- \$	48,516.12
/alve Box Installation	EA	3.00			961.20			\$ -	5	- \$	
ocate Wire Box	EA	1.00			335.36			s -	5	- 15	The state of the s
Punch Out for Reuse Main	LF	400.00		0 5	1 080.00			\$ -	5	- 5	The second secon
lushing for Reuse Main	LF	400.00		5 5	540.00			5 .	5	- 5	The second secon
ocate Wire Test for Reuse Main	LF	400.00		1 \$	444.00	1.0.		5 -	5	- 5	444.00
Pressure Test for Reuse Main	LF	400.00		5 \$	900.00			\$.	\$	- 3	The state of the s
	-		Subtotal	\$	184,873.61			\$ 63,660.95	\$	34,067.98	
Force Main				-							
4" PVC DR 18 Force Main	LF	120.00	S 351.6	4 8	42.198.88		T	\$.	Ts	- 15	42.198.88
4"x4" Tap Siv. and Valve	EA	2.00	\$ 11,635.3		23,270.70			\$.	8	. 5	Total Control of the
Valve Box Installation	EA	2.00			640.80			5 .	5	- 3	
Locate Wire Box	EA	1.00	\$ 335.3		335.38			\$.	\$	+ 5	
Punch Out Force Main	LF	120.00	\$ 2.7	0 5	324.00			\$.	\$	- 1	The state of the s
Flushing for Force Main	LF	120.00		5 \$	182.00			\$.	5	- 1	
Locate Wire Test for Force Main	LF	120.00	0 \$ 1.1	1 \$	133.20			\$ -	5	- 5	
Pressure Test for Force Main	LF	120.00		5 5	270.00			\$.	\$		
				\$	67,332.96			\$	18		The second secon
Roadways				-				museum.	_		
Subgrade for Sidewalk	SY	327.00	0 5 6.5	6 5	2 145.12		T	18 -	1.5	- 13	2,145.12
Subsoll Stabilization	SY	10,159.00		2 8				\$.	15		
4" Limerock (Shoulder)	SY	1,520.0		2 \$	28,934.40			\$.	15	- 1	
6" Limerock (Temporary Road)	SY	4,000.0		7 5				\$.	\$		
10" Limerock (Roadway & Roundabout)	SY	4,409.0		9 5				· ·	S		
1.5" Traffic B Asphalt (Rowy Improvement 1st Lift)	SY	3,474.0		5 5				\$ -	S		
1.5" Traffic 8 Asphalt (Rdwy Improvement 2nd Lift)	SY	3,474.0	0 \$ 22.3	5 \$	77,643.90	100		15 .	15	. !	
1.5° FC 12.5 (Rdwy Improvement Final Lift)	SY	3,474,0	0 \$ 23.5	5 8	81,812,70			\$ -	5	- 1	
1.5" Traffic B (Roundabout 1st Lift)	SY	935.0			20,897.25			\$ -	\$. 1	The sales with the sales
1.5" Traffic B (Roundabout 2nd Lift)	SY	935.0		5 \$	20,897.25			\$.	5	. 1	The second secon
1.5" FC 12.5 MM (Roundabout Final Lift)	SY	935.0					1-	\$.	5		
2" Asphalt Pavement (Temporary Rdwy Construction)	SY	4,000.0						\$.	5	- 1	
Mill and Resurface Existing Roadway	SY	1,870.0						\$.	5	. 1	
5' Paved Shoulder	SY	1,520.0						\$.	\$		
Prime Umerock	SY	8,773.0		0 8			-	2 -	S		

BCI	SR 13 Roundabout Pay App# 4													
Burnham Construction, Inc. "Building the Rose to Excellence"	Unit	Qty.	Unit Price		Total Price	Previously Installed	Installed This Period	Billed this Pay Ap	p	Previously Billed		Balance to Complete		
Striping & Signs	LS	1.00	\$ 156,245.96	5	156,245.98			\$.	1	\$ -	\$	156,245,98		
RA Curb	LF	384.00		\$	14,872.84			\$.	7	\$	\$	14,872.64		
Type E Curb & Gutter	LF	1,530.00	\$ 39.42	5	60,312.60			\$.		\$	\$	60,312.60		
Type D Curb & Gutter	LF	292.00	\$ 38.57	\$	11,282.44			\$.		\$	\$	11,262,44		
24" FDOT Type F Curb & Gutter	LF	1,404.00			44,801.84			\$.		\$.	\$	44,801.64		
5' Sidewalk	SF	329.00			18,608,24			\$.		\$.	\$	18,608.24		
A.D.A. Handicap Ramps	EA	14.00			4 374.88			\$.		\$.	\$	4,374,86		
A.D.A. Mats	SF	423.00			20,354.78			5 -		\$.	\$	20 354.78		
Concrete Truck Apron	SF	3,903.00	\$ 12.89 Subtotal	\$	50,309.67 1,623,351.17	-		\$.	-	\$ - I	5	50,309.67 1,823,351.17		
Grassing Median and Site Sod	SY	16,759.00	\$ 7.26 Subtotal	\$	121,670.34 121,670.34			\$.		its)	\$	121,870.34 121,870.34		
Guardralis														
Guardralls	LF	500.00			49,145.00			\$ -		\$.	\$	49,145,00		
			Subtotal	3	49,145.00			\$.		\$.	\$	49,145.00		
		WITHOU ORIGINAL WITH CHANGE	CONTRACT TOTAL JT ALTERNATE CONTRACT TOTAL ALTERNATE CORDER TOTAL CONTRACT TOTAL	\$	5,164,480.14 5,164,480.14 5,164,480.14		this Pay App		8	Previously Billed \$ 1,487,858.78 Current Payment Due		Balance to Complete 3,384,603.88 262,815.73		
						TOTA	AL RETAINAGE	\$ 177,987.6	3	Total Payments	\$	1,601,888.64		

RELEASE AND WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, <u>COUNTY MATERIALS</u> by its duly authorized agent, for and in consideration of payment in the amount of <u>\$10.00</u> the receipt of which is hereby acknowledged, does hereby waive, release and relinquish any and all claims and demands including any lien or right to claim a lien for labor and materials furnished through <u>9/25/2024</u> on the following described property:

SR 13 ROUNDABOUT
SR 13 & GRANDBRIDGE DR
ST JOHNS, FL
ST JOHNS COUNTY
GOVERNMENTAL MANAGEMENT SERVICES, LLC

This Release and Waiver of Lien constitutes a full and complete discharge, release and waiver of any right to further payment and any mechanic's or material men's lien or right to lien for any and all work and labor done and performed or any and all materials or both, furnished to Burnham Construction, Inc. for improvement of the above described property through 9/25/2024.

The undersigned hereby represents and warrants that all labor and/or materials furnished or used on the above described property for which this Release and Waiver of Lien is executed through 9/25/2024 have been paid in full.

The undersigned recognizes and agrees this Release and Waiver of Lien is given to induce Burnham Construction, Inc. to make the payment described above and Burnham Construction, Inc. will rely on the Release and Waiver of Lien in making payment described above.

IN WITNESS THEREOF, the undersigned has caused this Release and Waiver of Lien to be duly executed this 22 day of October 2024.

	COUNTY MATERIALS
	Signature
	BY: Lizzy Oertel Print Name
	ITS: Credit Assistant
Witness:	Witness:
Signature Chris Poetker Print Name	Signature Tina Schreiner Print Name
SWORN TO AND SUBSCRIBED before me this 22	day of October , 20 24 . Notary Public:
	State of Wisconsin My Commission Expires: 06/30/2025
Personally Known () Produced Identification () Type of ID: in person

CONDITIONAL WAIVER AND RELEASE OF LIEN

STATE OF FLORIDA COUNTY OF DUVAL

The undersigned lienor hereby releases its right to claim a lien to the extent of \$2,410.44, for labor, services and/or materials furnished through SEPTEMBER 25, 2024, to BURNHAM CONSTRUCTION, INC. on the job of RIVERS EDGE III COMMUNITY DEVELOPMEMT DISTRICT, to the following property:

SR 13 ROUNDABOUT - RIVERS EDGE III STATE ROAD 13 & GRANDBRIDGE DRIVE, ST. AUGUSTINE ST JOHNS COUNTY, FLORIDA

The undersigned certifies that all labor, services and/or materials described herein have been provided prior to the execution and delivery of this document.

This partial release and waiver of lien is conditioned upon payment of the check in the amount of \$2,410.44 for the work described in this release and waiver. Should the check be denied or unpaid for any reason, this lien waiver is void.

DATED on this 22ND day of OCTOBER 2024.

AMERICAN PRECAST STRUCTURES, LLC.

10483 General Avenue Jacksonville, FL 32220

Robert Neill, Manager

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization the 22ND day of OCTOBER, 2024, by Robert Neill as Manager for American Precast Structures, LLC.

Notary Public, State of Florida

LOU ELLEN ORBE

Printed Name

Personally Known XXX

or Produced Identification

Type of Identification Produced

N/A

Commission # HH 528189 Expires August 28, 2028



INVOICE

Remit Payment to: NicNevol Engineering Services, Inc.

3728 Philips Hwy, Suite 11A

Jacksonville, FL 32207

Tel: 904.423.1083, Fax: 904.329.4647

Engineering Services

BILLED TO:

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Attn.: Ryan Stilwell 475 West Town Place

Suite, 114

St. Augustine. FL 32092

NicNevol Invoice No: 01248801-02

Client Job No.: FDOT Permit No. 2021-C-297-00002

Description: SR 13 Rivertown Roundabout Construction

CEI and Geotech/Material Testing Services

St. Johns County, Florida

Purchase Order No:

WORK PERFORMED: 01-Sep-24	thru	30-Sep-24		LED PERIOD		PERIOD DATE	TOTAL BILLED TO DATE	
Item Description	U/M	Per/Unit	Qty	Value	Qty	Value	Qty	Value
LABORATORY TESTING					0.00		0.00	
LBRs	Ea.	\$325.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Proctors	Ea.	\$110.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Organic Content	Ea.	\$50.00		\$0.00	0.00	\$0,00	0.00	\$0.00
PH	Ea.	\$20.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Percent Finer than # 200 (75-Micron)	Ea.	\$45.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Sieve Analysis	Ea.	\$65.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Atterberg Limits	Ea.	\$85.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Breaks	Ea.	\$13.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Additional Concrete Early Breaks	Ea.	\$13.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Beams	Fa.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Additional Concrete Beams	Ea.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Professional Services								
Senior Project Engineer	hr.	\$203.26	8.00	\$1,626.08	0.00	\$0.00	8.00	\$1,626.08
Project Administrator	hr.	\$140,85	20.00	\$2,817.00	0.00	\$0.00	20.00	\$2,817.00
Senior Geotechnical and Materials Engineer	hr.	\$186.45	. 8.00	\$1,491.60	0.00	\$0.00	8.00	\$1,491.60
Senior Inspector	hr.	\$104.87	110.00	\$11,535.70	0.00	\$0.00	110.00	\$11,535.70
SUBTOTAL				\$17,470.38		\$0,00		\$17,470.38
NET DRAW FOR THIS INVOICE		-		\$17,470.38		\$0.00		\$17,470.38

	Prior Invoices		
Invoice No.	Date	Amount	Paid Amount
			_

Total Due Today

\$17,470.38

Bensa Nukunya, P.E.

Sr. Geotechnical & Materials Engineer

10-Oct-24

Date

Proj Name: SR 13 Rivertown Roundabout Construction Client: RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
Project ID: 0124-88-01 Ref: Month/Year: Sep-24

	Sr. Insp. (Louis)	Ewk Tech OT	Rdway Tech	Rdway Tech (OT)	Conc Tech	Cyi Break	Proctor	Webert Ewk	LBR	Soil Class	Corey Asph Pav	Anthony Ewk	Bensa Ewk	Bensa QCM	Webert Asph Pav
9/2/2024							1								
9/3/2024	6.00													11-1	
9/4/2024	8.00						19 -			-					
9/5/2024	10.00													H. at	
9/6/2024	6.00														
9/7/2024		-1	Me I		E					1				10-3	1
9/8/2024							1								
9/9/2024	4.00														
9/10/2024	8.00						1								
9/11/2024	4.00			-			17-1							-	
9/12/2024															
9/13/2024				3- 7	1										
9/14/2024					-		-				10-01				
9/15/2024															
9/16/2024	8.00														
9/17/2024	8.00				12	19									
9/18/2024	8.00					N 95				7 = (
9/19/2024	10.00	20000													
9/20/2024	6.00														
9/21/2024	8.00						100	200				1000			
9/22/2024															
9/23/2024	8.00														
9/24/2024	8.00			11											
9/25/2024										1					
9/26/2024										-					
9/27/2024															
9/28/2024						0.00							(-)		
9/29/2024	- 104					11/2/				1			7		
9/30/2024															
10/1/2024															
10/2/2024															
10/3/2024								h- 1							
10/4/2024															
Total	110.00												7		

Rivers Edge III CDD

Community Development District

*Construction Funding Request #3

Corbin dellary

Secretary/Asst.Secretary

Signature:

November 26, 2024

^{*} Construction Funding Agreement Between Rivers Edge III CDD and Mattamy Jacksonville, LLC from 6/1/2024 for the SR 13 Roundabout



Remit Payment to: NicNevol Engineering Services, Inc

3728 Philips Hwy, Suite 11A

Jacksonville, FL 32207

Tel: 904.423.1083, Fax: 904.329.4647

NicNevol Engineering Services

BILLED TO:

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Attn.: Ryan Stilwell 475 West Town Place

Suite, 114

St. Augustine. FL 32092

NicNevol Invoice No: 01248801-03

Client Job No.: FDOT Permit No. 2021-C-297-00002

Description: SR 13 Rivertown Roundabout Construction

CEI and Geotech/Material Testing Services

St. Johns County, Florida

Purchase Order No:

WORK PERFORMED: 01-Oct-24	thru	31-Oct-24		LLED PERIOD	9-7	PERIOD DATE	37.55	AL BILLED DATE
Item Description	U/M	Per/Unit	Qty	Value	Qty	Value	Qty	Value
LABORATORY TESTING					0.00		0.00	
LBRs	Ea.	\$325.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Proctors	Ea.	\$110.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Organic Content	Ea.	\$50.00		\$0.00	0.00	\$0.00	0.00	\$0.00
PH	Ea.	\$20.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Percent Finer than # 200 (75-Micron)	Ea.	\$45.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Sieve Analysis	Ea.	\$65.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Atterberg Limits	Ea.	\$85.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Breaks	Ea.	\$13.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Additional Concrete Early Breaks	Ea.	\$13.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Beams	Ea.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Additional Concrete Beams	Ea.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Professional Services								
Senior Project Engineer	hr.	\$203.26	8 00	\$1,626.08	20.00	\$4,065.20	28.00	\$5,691.28
Project Administrator	hr.	\$140.85	20,00	\$2,817.00	40.00	\$5,634.00	60.00	\$8,451.00
Senior Geotechnical and Materials Engineer	hr.	\$186.45	8.00	\$1,491.60	20.00	\$3,729.00	28.00	\$5,220,60
Senior Inspector	hr.	\$104.87	122.00	\$12,794.14	254.00	\$26,636.98	376.00	\$39,431.12
SUBTOTAL				\$18,728.82		\$40,065.18		\$58,794.00
NET DRAW FOR THIS INVOICE		-		\$18,728.82		\$40,065.18		\$58,794.00

THANKS FOR YOUR BUSINESS

Prior Invoices										
Invoice No.	Date	Amount	Paid Amount							

Bensa Nukunya, P.E.

Sr. Geotechnical & Materials Engineer

Total Due Today \$18,728.82

07-Nov-24

Date

Proj Name: SR 13 Rivertown Roundabout Construction

Client: RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

	Sr. Insp. (Louis)	Ewk Tech OT	Rdway Tech	Rdway Tech (OT)	Conc Tech	Cyl Break	Proctor	Webert Ewk	LBR	Soil Class	Corey Asph Pav	Anthony Ewk	Bensa Ewk	Bensa QCM	Webert Asph Pav
9/30/2024															
10/1/2024	4.00														
10/2/2024	8.00														
10/3/2024	8.00														
10/4/2024															
10/5/2024	1						17					-	100	8	
10/6/2024							100			-					
10/7/2024	8.00														
10/8/2024	8.00														
10/9/2024														-	
10/10/2024															
10/11/2024	8.00														
10/12/2024					07			E			1	TO		-	
10/13/2024			RE F										1		
10/14/2024	8.00														
10/15/2024	8.00				-			-			-				
10/16/2024	8.00														
10/17/2024	8.00												-		
10/18/2024	8.00														
10/19/2024								15					1000		
10/20/2024															
10/21/2024	8.00														
10/22/2024															
10/23/2024															
10/24/2024															
10/25/2024															
10/26/2024		2004										331			
10/27/2024		9.11							3-1		1300	THE STATE OF	309		-19
10/28/2024	8.00														
10/29/2024	8.00														
10/30/2024	7.00														
10/31/2024	7.00														
11/1/2024															
Total	122.00														

Rivers Edge III CDD

Community Development District

*Construction Funding Request #4

December 21, 2024

PAYEE			FY 2025
NicNevol Engineering Services, inc. Invoice #01248801-04 (11/1/24 thru 11/30/24) SR 13 Roundabout		\$	19,105.77
	TOTAL	\$	19,105.77
	Signature:	2110780	mille man/Vice Chairman
	Signature:	20001907	Levagy tary/Asst.Secretary

^{*} Construction Funding Agreement Between Rivers Edge III CDD and Mattamy Jacksonville, LLC from 6/1/2024 for the SR 13 Roundabout



Engineering Services

INVOICE

Remit Payment to: NicNevol Engineering Services, Inc.

3728 Philips Hwy, Suite 11A

Jacksonville, FL 32207

Tel: 904.423.1083, Fax: 904.329.4647

BILLED TO:

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Attn.: Ryan Stilwell 475 West Town Place

Suite, 114

St. Augustine. FL 32092

NicNevol Invoice No: 01248801-04

Client Job No.: FDOT Permit No. 2021-C-297-00002

Description: SR 13 Rivertown Roundabout Construction

CEI and Geotech/Material Testing Services

St. Johns County, Florida

Purchase Order No:

WORK PERFORMED: 01-Nov-24	thru	30-Nov-24		LLED PERIOD		F PERIOD DATE	TOTAL BILLED TO DATE	
Item Description	U/M	Per/Unit	Qty	Value	Qty	Value	Qty	Value
LABORATORY TESTING	-				0.00		0.00	
LBRs	Ea.	\$325.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Proctors	Ea.	\$110,00		\$0.00	0.00	\$0.00	0.00	\$0.00
Organic Content	Ea.	\$50.00		\$0.00	0.00	\$0.00	0.00	\$0.00
PH	Ea.	\$20.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Percent Finer than # 200 (75-Micron)	Ea.	\$45.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Sieve Analysis	Ea.	\$65.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Atterberg Limits	Ea.	\$85.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Breaks	Ea.	\$13.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Additional Concrete Early Breaks	Ea.	\$13.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Beams	Ea.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Additional Concrete Beams	Ea.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Professional Services								
Senior Project Engineer	hr.	\$203.26	8 00	\$1,626.08	28.00	\$5,691.28	36.00	\$7,317.36
Project Administrator	hr.	\$140.85	20.00	\$2,817.00	60.00	\$8,451.00	80.00	\$11,268.00
Senior Geotechnical and Materials Engineer	hr.	\$186.45	8.00	\$1,491.60	28.00	\$5,220.60	36.00	\$6,712.20
Senior Inspector	hr.	\$104.87	107.00	\$11,221.09	376.00	\$39,431.12	483.00	\$50,652.21
Lab Testing (LUMP SUM)	br.	\$6,500.00	0.30	\$1,950.00	0.00	\$0.00	0.30	\$1,950.00
SUBTOTAL				\$19,105.77		\$58,794.00		\$77,899.77
		4	17-0-1					
NET DRAW FOR THIS INVOICE	1 1	-		\$19,105.77		\$58,794.00		\$77,899.77

	Prior Invoices		
Invoice No.	Date	Amount	Paid Amoun

Bensa Nukunya, P.E.

Sr. Geotechnical & Materials Engineer

Total Due Today \$19,105.77

17-Dec-24

Date

Proj Name: SR 13 Rivertown Roundabout Construction Project ID: 0124-88-01

Client: RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Month/Year: Nov-24

	Sr. Insp. (Louis)	Ewk Tech OT	Rdway Tech	Rdway Tech (OT)	Conc Tech	Cyl Break	Proctor	Webert Ewk	LBR	Soil Class	Corey Asph Pav	Anthony Ewk	Bensa Ewk	Bensa QCM	Webert Asph Pav
10/28/2024															
10/29/2024															
10/30/2024															
10/31/2024					1										
11/1/2024	8.00														
11/2/2024						4									
11/3/2024	NEW - 1														
11/4/2024	8.00														
11/5/2024	4.00						2 1								
11/6/2024	9.00														
11/7/2024	4.00														
11/8/2024							- 1								
11/9/2024												VI.			
11/10/2024															6 14
11/11/2024	8.00														
11/12/2024	8.00														
11/13/2024	8.00														
11/14/2024	4.00						(5 - 1								
11/15/2024	4.00														
11/16/2024															0 - 3
11/17/2024				-											
11/18/2024	6.00													1-7-	
11/19/2024	4.00														
11/20/2024	6.00														
11/21/2024	6.00														
11/22/2024	8.00														
11/23/2024				10 3				The said							
11/24/2024				- 1										200	
11/25/2024	4.00														
11/26/2024	4.00														
11/27/2024	1 1														
11/28/2024	Н														
11/29/2024	4.00														
11/30/2024			15				1 17	133 1							
12/1/2024								5 . 1 3							-
Total	107.00														

Ref: ___

Rivers Edge III CDD

Community Development District

*Construction Funding Request #5

December 31, 2024

_	PAYEE			FY 2025
	Burnham Construction, Inc.			
	Application for Payment 5 (November 2024) SR 13 Roundabout		\$	325,497.72
	Burnham Construction, Inc.			
	Application for Payment 6 (December 2024) SR 13 Roundabout			347,077.37
		TOTAL	<u>s</u>	672,575.09
			D A	Curith,
		Signature:	21107	AD645AD4SE
			Chair	man/Vice Chairman
			Signer	t by:
		Signature:	Corbi	n delagy
			Secre	etary/Asst.Secretary

^{*}Construction Funding Agreement Between Rivers Edge III CDD and Mattamy Jacksonville, LLC from 6/1/2024 for the SR 13 Roundabout

"Building the Road to Excellence"

TO: Rivers Edge III C 475 West Town Pla St. Augustine, FL		Suite 114		SR 13 Roundabout		25/2024 25/2024	5
FROM (CONTR. Burnham Cons 11413 Enterprise Macclenny, Florid 904-259-5360	truction, Inc. East Blvd		Prosser, Inc. 13901 Sutton Pa Jacksonville, FL 904-739-3655	ark Drive South, Suite 200 . 32224	PROJECT: SR 13 PROJECT NO: CONTRACT NO: CONTRACT DATE:	Roundabout 24007	
	R'S APPLICATION FOR PAYMEN	T	304-103-0000	APPLICATION IS MADE FO	OR PAYMENT, AS SHOWN BELOW, IN CO	ONNECTION	
CHANGE ORDER	SUMMARY				ONTINUATION SHEET, PAGE 2, IS ATTA		
CHANGE ORDER PREVIOUS MON		ADDITIONS	DEDUCTIONS		SUM	\$	5,164,480.14
APPROVED THIS	TOTAL	-		2. NET CHANGE BY CHAN	IGE ORDERS	\$	- 4
NUMBER	DATE APPROVED			3. CONTRACT SUM TO DA	ATE (LINE 1 & 2)	\$	5,164,480.14
				4. TOTAL COMPLETED &	STORED TO DATE	\$	2,141,540.40
						4,154.04	
NET CHANCE D	Y CHANGE ORDERS	-		b. 10% OF STORE	D MATERIAL		
CONTRACTOR'S COVERED BY TO IN ACCORDANC AMOUNTS HAV WHICH PREVIO PAYMENTS REC	NED CONTRACTOR CERTIFIES THAT TO TO KNOWLEDGE, INFORMATION AND BELIEF HIS APPLICATION FOR PAYMENT HAS BEEN IN WITH THE CONTRACT DOCUMENTS, THE BEEN PAID BY THE CONTRACTOR FOR WOUS CERTIFICATES FOR PAYMENT WERE IS CEIVED FROM THE OWNER, AND THAT CURWN HEREIN IS NOW DUE.	THE WORK N COMPLETED AT ALL VORK FOR SUED AND		6. TOTAL EARNED LESS R 7. LESS PREVIOUS CERTI 8.CURRENT PAYMENT	Sa + 5b) RETAINAGE FICATES FOR PAYMENT DUE PLUS RETAINAGE	<u>\$</u>	\$214,154.04 1,927,386.36 1,601,888.64 325,497.72 3,237,093.78
CONTRACTOR:	Bumham Construction, Project Manager: Tyler	Mobley	E: ///25/21		COUNTY OF: BAKER IN TO BEFORE ME THIS 25th OF D Just Milliam Es:	L GUAY FUEL	,2024. TRISTA D. MCKENZIE Commission # HH 073085 xpires December 16, 202 anded Thru Budget Notary Sarvio
IN ACCORDAN OBSERVATION THE ENGINEER'S K PROGRESSED ACCORDANCE	'S CERTIFICATE FOR PAYMENT CE WITH THE CONTRACT DOCUMENTS, BA IS AND THE DATA COMPRISING THE ABOVE R CERTIFIES TO THE OWNER THAT TO THE NOWLEDGE, INFORMATION AND BELIEF TO AS INDICATED, THE QUALITY OF THE WOI WITH THE CONTRACT DOCUMENTS, AND IS ENTITLED TO PAYMENT OF THE AMOUNT IS ENTITLED TO PAYMENT OF THE AMOUNT	E APPLICATION, E BEST OF THE HE WORK HAS RK IS IN THE		THE AMOUNT APPLIED E ENGINEER: THIS CERTIFICATE IS NOT NEC	ED	DATE BLE ONLY TO THE	12/14/24

CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER AND CONTRACTOR UNDER THIS CONTRACT.

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

Application No:	5	
Application Date:	10/25/2024	
Period To:	11/25/2024	
Contract No:	24007	
Project:	SR 13 Roundabout	

Burnham Construction, Inc.

11413 Enterprise East Macclenny, Florida 32063 904-259-5360

"Bullding the Road to Excellence"

A	В		CONTRACT VALUE		D		E		F	G				H	
					WORK COMPLETED AND MATERIALS STORED					TOTAL					
ITEM NO	DESCRIPTION OF WORK				CONTRACT APP		FROM PREVIOUS APPLICATION (D+E) THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)		COMPLETED AND STORED TO DATE		% (G+C)	BALANCE TO FINISH (C-G)	
	1 General Conditions	\$	1,241,541.70	\$	402,390.38	\$	110,342.03	\$	•	\$	512,732.41	41.30%	\$	728,809.29	\$51,273.24
	2 Erosion Control	\$	114,198.44	\$	27,473.95	\$		\$	1.57	\$	27,473.95	24.06%	\$	86,724.49	\$2,747.40
	3 Clearing and Demolition	5	266,539.71	5	37,499.03	\$	45,519.60	5	100	\$	83,018.63	31.15%	\$	183,521.08	\$8,301.86
	4 Earthwork	5	643,651.11	\$	439,133.77	\$		\$	1 (*)	\$	439,133.77	68.23%	\$	204,517.34	\$43,913.38
	5 Storm Drainage System	5	547,668.55	5	477,843.89	\$		\$	e (1971)	\$	477,843.89	87.25%	S	69,824.67	\$47,784.39
	6 Potable Water System	\$	304,807.55	\$	297,806.33	\$	5,980.02	5		\$	303,786.35	99.66%	\$	1,021.20	\$30,378.54
	7 Reuse Water Main System	\$	184,573.61	\$	97,728.93	\$	83,484.10	\$	1.0	\$	181,213.03	98.18%	\$	3,360.58	\$18,121.30
	8 Force Main	5	67,332.96	\$		\$	42,466.88	\$		\$	42,466.88	63.07%	\$	24,866.08	\$4,246.69
	9 Roadways	\$	1,623,351.17	\$		\$	73,871.50	\$		\$	73,871.50	4.55%	\$	1,549,479.67	\$7,387.15
	10 Grassing	\$	121,670.34	\$		\$	el.	\$		\$		0.00%	\$	121,670.34	\$0.00
	11 Guard Rails	\$	49,145.00	\$		\$		\$		5		0.00%	S	49,145.00	\$0.00
	TOTAL	5	5,164,480.14	5	1.779,876.27	5	361,664.13	3		5	2,141,540.40	41.47%	\$	3,022,939,74	\$ 214.154.04

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

TO OWNER:

Upon receipt by the undersigned of a check from Rivers Edge III CDD in the sum of \$325,497.72

payable to BURNHAM CONSTRUCTION, INC., and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of State Road 13 Roundabout, located at SR 13 and Grandbridge Dr, St.

Johns, FL to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to <u>Rivers Edge III CDD</u> through <u>11./25/24</u> only, and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

11/22/2024

BURNHAM CONSTRUCTION, INC.

11413 Enterprise East Blvd Macclenny, Florida 32063

BCI	SR 13 Roundabout Pay App# 5													
Burnham Construction, Inc.	Unit	Qty.	Unit Price Total Price		Previously installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete					
eneral Conditions	000000													
ieneral Conditions	LS	1.00 \$	263,228.21	263,228,21	0.3	0.1	\$ 28,322,82	\$ 78,968.46	\$ 157,936.93					
onds & Insurance	LS	1.00 \$	44,373.86	44,373.86	1			\$ 44,373.86						
ayment & Performance Bonds	LS	1.00 S	93,747.58	93,747.58	1		\$.	\$ 93,747.58						
priveying	LS	1.00 S	115,122.03	115,122.03	0.3	0.1	\$ 11,512.20	\$ 34,536,61	\$ 69,073.22					
s Bulits	LS	1.00 \$	86,336.53	\$ 86,336.53	0.2	0.1	\$ 8,633.65	\$ 17,267,31	\$ 60,435,57					
Construction Materials Testing	LS	1.00 \$	57,498.53	57,498.53	0.3	0.1	\$ 5,749.85	\$ 17,249.56	\$ 34,499.12					
Maintenance of Traffic	LS	1.00 \$	581,234.98		0.2	0.1	\$ 58,123.50							
		S	ubtotal	1,241,541.70			\$ 110,342.03	\$ 402,390.37	\$ 728,809.31					
rosion Control				-				100 100 100 100						
Silt Fence Type III	LF	3634.00 \$			3634		\$ -	\$ 17,261.50						
Tree Protection	LF	2000.00 \$	7.50		1000		\$.	\$ 7,500.00	\$ 7,500.00					
emporary Sod	SY	6000.00 \$					5 -	5 -	\$ 43,560.00					
1ay Bales	EA	100.00 \$					\$.	\$ -	\$ 18,259.00					
niet Protection	EA	10.00 \$	203.49	5 2,034.90	TO COLUMN	11	\$.	\$ -	\$ 2,034.90					
NPDES Permit Compliance	LS	1.00 \$	18 083.04	5 18,083.04	0.15		\$.	S 2,712.46	\$ 15,370.58					
		Si	ubtotal	\$ 114,198,44			\$.	\$ 27,473.96	\$ 86,724.48					
Clearing and Demolition														
Demo Storm Pipe	LF	110.00 \$	79,19	S 8.710.90		T	Is -	· .	S 8.710.90					
Demo Storm Structures	EA	4.00 \$				+	\$.	Š -	\$ 26,313.60					
Demo Exisiting Utility Pipe & Fittings (WM FM RW)	LF	840.00				840	\$ 45,519.60		5 -					
Demo Existing Asphalt Temp Road	SY	2844.00				040	\$ -	Š .	\$ 92,430.00					
Demo Existing Asphalt SR 13	SY	2862.00				_	\$ -	5 .	5 56,066,58					
Clearing	LS	1.00			1		S -	\$ 37,499.03						
ordering.	1 20		A STATE OF THE PARTY OF THE PAR	\$ 266,539.71	G-000		\$ 45,519,60							
Earthwork														
Strip Topsoll	CYT	3344.001	7.18	\$ 24,009.92	3344	T	18 .	IS 24,009,92	Is -					
Haul Off Strippings	CY	3344.00					\$.	\$ 38,890.72						
Temporary Ditch	CY	694.00			0011		\$ -	5 -	\$ 18,793.52					
Place & Compact Fill	CY	16369.00			12275	1	\$ -	\$ 112,561,75						
Purchase Import Fill Material	CY	16369.00					\$.	\$ 225,123.50						
Remove Unsuitables	CY	1736.00					\$.	\$ 16,500.68						
Replace Unsultables	CY	1736.00				1	\$.	\$ 22,047.20						
Final Dressout	SY	13820.00					is .	\$ -	\$ 34,550.00					
1.110	10.1		Subtotal	\$ 643,651.11			18 .	\$ 439,133.77						
Storm Drainage System														
Dewater Storm Drain	LF	1128.00	\$ 20.67	5 23.315.76	1128		15	15 23,315.76	ils .					
Type J-5 Curb Inlet	EA	10.00				_	\$ -	\$ 96,048.60						
Type J-7 Storm Manhole	EA	6.00				-	\$.	\$ 49,603.53						
Storm Top Adjustments	EA	16.00				-	\$.		\$ 18,134.40					
Storm Inverts	EA	16.00				-	3 .	5 18,374.40						
Underdrain Stubs from Inlets	LF	400.00				_	5 -	\$ 12,188.00						
Temporary Manhole Tops	EA	4.00				-	\$ -	\$ 14,812.96						
24" Mitered End Section	EA	1.00				-	\$.	5 8,159.86						
14"x23" Mitered End Section	EA	2.00				-	\$.	\$ 0,138.0	5 15,164.16					
18" RCP	LF	904.00				-	\$.	\$ 212,584.6						
24" RCP	LF	120.00					\$.							
14"x23" ERCP 0-6' Deep	LF	104.00				-	\$ -							
IT ALS ENGT UT DOES	LF	104.00	5 2.25		91.0		1.9	11,000.3	\$ 2,538.00					

BCI	SR 13 Roundabout Pay App# 5													
Burnham Construction, Inc.	Unit	Qty.	Unit Price	Total Price	Previously Installed	installed This Period	Billed this Pay App	Previously Billed	Balance to Complete					
V Storm Drain	LF	1128.00	4.69	5.290.32			\$.	s .	5 5.290.32					
			ubtotal	The state of the s	-		\$.	\$ 477,843.68						
otable Water Main														
2 DR18 PVC Water Main	LF	900.00			900		\$.	\$ 208,757.75						
0" DR18 PVC Water Main	EA	20.00			20		\$.	\$ 37,494.04						
0"x10" Tap Siv. and Valve	EA	2.00			2		\$.	\$ 32,344.08						
2" Gate Valve	EA	2.00			2		\$.	\$ 14,328.32						
/alve Box Installation	EA	4.00			4		5 .	\$ 1,281.60						
Sample Point	EA	6.00				6	\$ 2,668.02		5 .					
ocate Wire Box	EA	3.00			3	-	\$ -	\$ 1,006.14						
Punch Out for Water Main	LF	920.00			460	460.00	\$ 1,242.00							
Flushing & BT's for Water Main	LF	920.00		\$ 1,352.40	920			\$ 1,352.40						
Locate Wire Test for Water Main	LF	920.00			-			\$ -	\$ 1,021.20					
Pressure Test for Water Main	LF	920.00				920	\$ 2,070.00		S -					
			Subtotal	\$304,807.55			\$ 5,980.02	\$ 297,806,33	\$ 1,021.20					
Reuse Water Main System	_													
12" DR18 PVC Reuse Main	LFI	260.00	\$ 251.18	s 65.306.68	200	60	Is 15.070,77	S 50 235.91	Ts -					
10" DR18 PVC Reuse Main	LF	140.00	\$ 474.93		100	40	the same of the sa							
10"x10" Tap Siv. and Valve	EA	3.00				3	\$ 18,997.21 \$ 48,516.12		\$.					
Valve Box Installation	EA	3.00				3								
Locate Wire Box	EA	1.00				+	\$.	\$ -						
Punch Out for Reuse Main	LF	400.00				_	\$.		\$ 1080.00					
Flushing for Reuse Main	LF	400.00				_								
Locate Wire Test for Reuse Main	LF	400.00				_	T.	5 -	\$ 540.00					
Pressure Test for Reuse Main	LF	400.00				400	\$ 900.00		\$ 444.00					
Pressure rescript neuse main	I LIFT		The second second	\$ 184,573.61		400	\$ 83,484.10							
								10	139 1993					
Force Main				and the second										
4" PVC DR 18 Force Main	LF	120.00				120	\$ 42,196.88	\$.	\$.					
4"x4" Tap Slv. and Valve	EA	2.00					\$.	\$.	\$ 23,270.70					
Valve Box Installation	EA	2.00					\$.	\$.	\$ 640.80					
Locate Wire Box	EA	1.00					\$.	\$ -	\$ 335.3					
Punch Out Force Main	LF	120.00					\$.	\$ -	\$ 324.0					
Flushing for Force Main	LF	120.00					\$.	s -	\$ 162.0					
Locate Wire Test for Force Main	LF	120.00					\$.	\$ -	\$ 133.2					
Pressure Test for Force Main	LF	120.00	\$ 2.25			120	\$ 270.0		\$ -					
				\$ 67,332.98			\$ 42,466.8	8 5 .	\$ 24,866.0					
Roadways														
Subgrade for Sidewalk	SY	327.00	5 6.56	s 2.145.12	1		Is -	15 -	IS 2.145.1					
Subsoil Stabilization	SY	10,159.00				-	15 .	\$ -						
4" Limerock (Shoulder)	SY	1,520.00					\$.							
6" Limerock (Temporary Road)	SY	4,000.00				500	\$ 15,485.0							
10" Limerock (Roadway & Roundabout)	SY	4 409.00				1100	\$ 37 169.0							
1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift)	SY	3.474.00				1100	\$ 37,103.0		\$ 77,643.9					
1.5" Traffic B Asphalt (Rowy Improvement 2nd Lift)	SY	3,474.00					\$ -		\$ 77,643.9					
1.5" FC 12.5 (Rdwy Improvement Final Lift)	SY	3,474.00					5 -							
1.5" Traffic B (Roundabout 1st Life)	SY	935.00					5 -							
1.5" Traffic B (Roundabout 2nd Lift)	SY	935.00					15 -							
1.5° FC 12.5 MM (Roundabout Final Lift)	SY	935.00					S -							
LAID TO ADD PRINTERSON TO THE THE STREET		333,00	1 3 23,33	3 62 010.2	- 1			10 .	LE U 13.4					

BCI	24007								
Burnham Construction, Inc.	Unit	Qty.	Unit Price	Total Price	Previously Installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete
Mill and Resurface Existing Roadway	SY	1,870.00	\$ 31.97	\$ 59.783.90			s -	\$ -	\$ 59,783.90
' Paved Shoulder	SY	1,520.00	\$ 23.55	\$ 35,796.00			\$.	\$.	35,796.00
Prime Limerock	SY	8,773,00		\$ 8,773.00			5 -	5 .	8.773.00
Striping & Signs	LS	1.00		\$ 156,245.96			5 .	\$.	\$ 156,245.96
RA Curb	LF	384.00	5 38.21	\$ 14.672.64		150	\$ 5,731,50	\$.	5 8,941.14
Type E Curb & Gutter	LF	1,530.00				150	\$ 5,913.00		5 54,399.60
Type D Curb & Gutter	LF	292.00	5 38.57	\$ 11,262,44			\$.	5 .	\$ 11,262.44
24° FDOT Type F Curb & Gutter	LF	1.404.00	\$ 31.91	\$ 44,801.64		300	\$ 9,573.00	5 -	\$ 35,228.64
5' Sidewalk	SF	329.00					s .	5 .	\$ 18,608.24
A.D.A. Handicap Ramps	EA	14.00					\$ -	\$.	5 4,374.86
A.D.A. Mats	SF	423.00					\$.	5 .	\$ 20,354.76
Concrete Truck Apron	SF	3,903.00					5 .	5 -	\$ 50,309.67
			Subtotal	\$ 1,623,351.17			\$ 73,871.50	\$ +	\$ 1,549,479.87
Grassing		- V 10%							
Median and Site Sod	SY	16,759.00	5 7.26	\$ 121,670.3	1			\$ -	\$ 121,670.34
			Subtotal	\$ 121,670.3	\$		15 .	\$.	15 121,670.34
Guardrails									
Guardrails	LF	500.00				1	\$.		\$ 49,145.00
			Subtotal	5 49,145.0	0		\$	5 +	\$ 49,145.00
		WITHOU	CONTRACT TOTAL OT ALTERNATE	\$ 5,164,480.1	4		Billed this Pay	Previously Billed	Balance to Complete
		and the second second	CONTRACT TOTAL ALTERNATE	\$ 5,164,480.1	4		\$ 361,664.13	\$ 1,779,876.26	\$ 3,022,939.75
		CHANGE	ORDER TOTAL		Total	ed Billed	\$ 2,141,540.39		
		REVISED (CONTRACT TOTAL	\$ 5,164,480.1	4 Retainag	e this Pay Ap	p \$ 36,166.41	Payment Du	5 1/5.647.71

TOTAL RETAINAGE \$

Payment Due

\$ 1,927,386.35

214,154.04 Total Payments

UNCONDITIONAL PARTIAL WAIVER OF LIEN

TEN DO	LLARS	ion of the payment in the sum of (\$ 10.00) paid by
BURNHAM CONSTRUCTIO	N INC	receipt of which is hereby
acknowledged, hereby releases and qui	t claims as to t	
successors and assigns all lines, lien rig		마이에 가는 것이 가지 않는 내가 되었다. 그 그 바로에 따라 하지 않는 것이 되었다면 하지만 하지만 하지 않는데 하지 않는데 하다 되었다.
premises described as:		
SR 13 ROUNDABOUT		
ST. JOHNS, FLORIDA		
an account of lakes and and and and	catalists Grants	had for the countries of any
on account of labor performed and/or m		
improvements thereon. That all labor, on the erection of said improvements ha	 But A Black or model of bridges to 	
in the election of said improvements ha	ve been paid i	or.
INVOICES PAID THROUGH:		October 25, 2024
22 2 2 2 2 2 2 2 3 3 3 3 3 3 3 3 3 3 3		
Whether this instrument is de	signed a PAR	TIAL OR FINAL WAIVER OF LIEN,
he undersigned releases its lien rights u	inder Chapter	713 of the Florida Statutes, through
he date of this instrument.		
	COMPANY:	FINDLAY CONSTRUCTION SOLUTIONS, I
	COM AITT	- / O
	SINGATURE:	1 tiret
		24
	D12.	Vallacia Vialla
	BY:	Katherine Findlay
	BY: TITLE:	Katherine Findlay President
TATE OF FLORIDA		
TATE OF FLORIDA Clay		
COUNTY OF Clay	TITLE:	President
I hereby acknowledge that the	TITLE:	President Intained in the foregoing Release of
I hereby acknowledge that the	TITLE: statements conneans of physical	President Intained in the foregoing Release of presents () Electronic
I hereby acknowledge that the	TITLE:	President Intained in the foregoing Release of presents () Electronic
I hereby acknowledge that the ien are true and correct. (X) By reworn to and subscribed before me this:	TITLE: statements conneans of physical	President Intained in the foregoing Release of presents () Electronic
I hereby acknowledge that the ien are true and correct. (X) By r	TITLE: statements conneans of physical	President Intained in the foregoing Release of presents () Electronic Day of Movember 2024 Menuiser Oali
I hereby acknowledge that the ien are true and correct. (X) By reworn to and subscribed before me this:	TITLE: statements conneans of physical ALST	President Intained in the foregoing Release of presents () Electronic
I hereby acknowledge that the ien are true and correct. (X) By reworn to and subscribed before me this: Iotary Stamp) JENNIPER Notary Publication	TITLE: statements conneans of physical ALST	President Intained in the foregoing Release of presents () Electronic Day of LOVEMBES 2024 Property Public State of State of Control of Cont
I hereby acknowledge that the ien are true and correct. (X) By reworn to and subscribed before me this:	TITLE: statements conneans of physical AST M. DALE lke	President Intained in the foregoing Release of presents () Electronic Day of Movember 2024 Notary Public Moles Odle

UNCONDITIONAL PARTIAL WAIVER OF LIEN

TEN DOLI		ration of the payment in the sum of (\$ 10.00) paid by,
FINDLAY CONSTRUCTION SOLUTI	IONS, LLC	
acknowledged, hereby releases and quit successors and assigns all lines, lien righ premises described as:		# THE TANK AND THE PARTY OF THE
SR 13 ROUNDABOUT		
ST. JOHNS, FLORIDA		
improvements thereon. That all labor, ed in the erection of said improvements hav		지어 있었다. 어디에 그를 가게 하는 것이다. 그 사람들은 이 경험에 되었다면 하다고 있다면 그렇게 되었다면 하는데 없다.
INVOICES PAID THROUGH:		OCTOBER 25, 2024
the date of this instrument.		
the date of this instrument.	COMPANY	: GP MAYERIALS, INC.
the date of this instrument.	COMPANY BY:	GP MAYERIALS, INC.
the date of this instrument.		GP MATERIALS, INC.
STATE OF FLORIDA COUNTY OF UNION	BY:	Market
STATE OF FLORIDA COUNTY OF UNION I hereby acknowledge that the s	BY: TITLE:	Market
STATE OF FLORIDA COUNTY OF UNION	BY: TITLE:	Vice President

UNCONDITIONAL PARTIAL WAIVER OF LIEN

TEN DOI	LARS	(\$ 10.00) paid by
FINDLAY CONSTRUCTION SOLUT	rions, LLC	receipt of which is hereby
acknowledged, hereby releases and qui	t claims as t	to the said Company, its affiliates,
successors and assigns all lines, lien rig	ghts, claims	or demands or any against the
premises described as:		
No. 13 E Valence VI A ST.		
SR-13 ROUNDABOUT		
ST. JOHNS, FLORIDA		
on account of labor performed and/or m	noteriale for	nished for the construction of any
improvements thereon. That all labor,		
in the erection of said improvements ha		4. 마음이 10 M I - Color (1985) 10 Color (1985)
in the election of said improvements ha	we been pan	d 101.
INVOICES PAID THROUGH:		OCTOBER 25, 2024
[일일 : [1] [이 : [1] [1] [1] [1] [1] [1] [1] [1] [1] [1]	nder Chapte	er 713 of the Florida Statutes, through
[2] 남의 [2] 이 남아 [1] 4 "라는 아니는 전하다면서 [2] 아니는 이 때문에 다른 아니라 나는 어린다.		er 713 of the Florida Statutes, through PRITCHET TRUCKING, INC.
하는 물을 잃는 아내는데 이렇게 하는 것이 없어요? 그는 사람들은 어때는 그 가는데 어때 이번 생각이 되었다.		
이번 물에 가는 점점이 다른 바람이 아니라 아이들에게 되었다.	COMPANY	
he date of this instrument.	COMPANY BY:	PRITCHETY TRUCKING, INC.
he date of this instrument. TATE OF FLORIDA	COMPANY BY:	PRITCHET'S TRUCKING, INC.
TATE OF FLORIDA	COMPANY BY: TITLE:	PRITCHETY TRUCKING, INC. Vice President
TATE OF FLORIDA OUNTY OF UNION I hereby acknowledge that the	COMPANY BY: TITLE:	PRITCHET'S TRUCKING, INC.
TATE OF FLORIDA COUNTY OF UNION I hereby acknowledge that the	COMPANY BY: TITLE:	PRITCHETY TRUCKING, INC. Vice President
TATE OF FLORIDA COUNTY OF UNION I hereby acknowledge that the ien are true and correct.	COMPANY BY: TITLE:	PRITCHET'S TRUCKING, INC. Vice President contained in the foregoing Release of
TATE OF FLORIDA COUNTY OF UNION I hereby acknowledge that the ien are true and correct.	COMPANY BY: TITLE:	PRITCHETY TRUCKING, INC. Vice President
TATE OF FLORIDA COUNTY OF UNION I hereby acknowledge that the ien are true and correct.	COMPANY BY: TITLE:	PRITCHET'S TRUCKING, INC. Vice Presiden+ contained in the foregoing Release of Day of NOV. 2024
TATE OF FLORIDA COUNTY OF UNION I hereby acknowledge that the lien are true and correct. worn to and subscribed before me this:	COMPANY BY: TITLE:	PRITCHET'S TRUCK MG, INC. Vice Presiden+ contained in the foregoing Release of Day of NOV. 2024 Notary Public
STATE OF FLORIDA	COMPANY BY: TITLE:	PRITCHETT TRUCKING, INC. Vice Presiden+ contained in the foregoing Release of Day of NOV. 2024

RELEASE AND WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, <u>AMERICAN PRECAST</u> by its duly authorized agent, for and in consideration of payment in the amount of \$10.00 the receipt of which is hereby acknowledged, does hereby waive, release and relinquish any and all claims and demands including any lien or right to claim a lien for labor and materials furnished through 10/25/2024 on the following described property:

SR 13 ROUNDABOUT SR 13 & GRANDBRIDGE DR ST JOHNS COUNTY GOVERNMENTAL MANAGEMENT SERVICES, LLC

This Release and Waiver of Lien constitutes a full and complete discharge, release and waiver of any right to further payment and any mechanic's or material men's lien or right to lien for any and all work and labor done and performed or any and all materials or both, furnished to Burnham Construction, Inc. for improvement of the above described property through 10/25/2024.

The undersigned hereby represents and warrants that all labor and/or materials furnished or used on the above described property for which this Release and Waiver of Lien is executed through 10/25/2024 have been paid in full.

The undersigned recognizes and agrees this Release and Waiver of Lien is given to induce Burnham Construction, Inc. to make the payment described above and Burnham Construction, Inc. will rely on the Release and Waiver of Lien in making payment described above.

AMERICAN PRECAST

LOU ELLEN ORBE Commission # HH 528189 Expires August 26, 2028

2001 LV 10 11

IN WITNESS THEREOF, the undersigned has caused this Release and Waiver of Lien to be duly executed this 22nd day of NOVEMBER 2024.

	CM.	Signature Signature
	BY:	ROBERT NEILL
		Print Name
	ITS:	MANAGER
		Title
Witness:	Wijness:	
Rosele	1 bas	Moude
Signaluje ROSE JENSEN		Signatur:
Print Name	_	Print Name
SWORN TO AND SUBSCRIBED before me this 22nd	day of Nove	7 7 9 6
	State of Fi	LORIBA
		ission Expires:

Personally Known (x) Produced Identification () Type of ID: N/A

RELEASE AND WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, <u>DUVAL ASPHALT</u> by its duly authorized agent, for and in consideration of payment in the amount of <u>\$10.00</u> the receipt of which is hereby acknowledged, does hereby waive, release and relinquish any and all claims and demands including any lien or right to claim a lien for labor and materials furnished through <u>10/25/2024</u> on the following described property:

SR 13 ROUNDABOUT SR 13 & GRANDBRIDGE DR ST JOHNS COUNTY GOVERNMENTAL MANAGEMENT SERVICES, LLC

This Release and Waiver of Lien constitutes a full and complete discharge, release and waiver of any right to further payment and any mechanic's or material men's lien or right to lien for any and all work and labor done and performed or any and all materials or both, furnished to Burnham Construction, Inc. for improvement of the above described property through 10/25/2024.

The undersigned hereby represents and warrants that all labor and/or materials furnished or used on the above described property for which this Release and Waiver of Lien is executed through 10/25/2024 have been paid in full.

The undersigned recognizes and agrees this Release and Waiver of Lien is given to induce Burnham Construction, Inc. to make the payment described above and Burnham Construction, Inc. will rely on the Release and Waiver of Lien in making payment described above.

Duval Asphalt Products, Inc.

Commission # HH 376671 My Commission Expires March 21, 2027

IN WITNESS THEREOF, the undersigned has caused this Release and Waiver of Lien to be duly executed this <u>25th</u>day of November 2024.

	DUVAL ASPHALT Signature
	BY: Marie E. Miller Print Name
	ITS: Assistant Secretary Title
Witness:	Witness:
Signature	Signature
Print Name	Print Name
SWORN TO AND SUBSCRIBED before me this 25th	Notary Public: 2024. Notary Public: State of My Commission Expires: Much a / 2020.
Personally Known () Produced Identification () Type of ID:

ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE

CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED

"Building the Road to Excellence"

TO: PROJECT: SR 13 Roundabout APPLICATION NO: Rivers Edge III Community Development District 475 West Town Place, Suite 114 PERIOD FROM : 11/25/2024 St. Augustine, FL 32092 PERIOD TO : 12/25/2024 FROM (CONTRACTOR): ENGINEER: PROJECT: SR 13 Roundabout Burnham Construction, Inc. PROJECT NO: Prosser, Inc. 24007 11413 Enterprise East Blvd 13901 Sutton Park Drive South, Suite 200 CONTRACT NO: Macclenny, Florida 32063 Jacksonville, FL 32224 904-259-5360 904-739-3655 CONTRACT DATE: CONTRACTOR'S APPLICATION FOR PAYMENT APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION CHANGE ORDER SUMMARY WITH THE CONTRACT. CONTINUATION SHEET, PAGE 2, IS ATTACHED CHANGE ORDERS APPROVED IN **ADDITIONS** DEDUCTIONS 1. ORIGINAL CONTRACT SUM..... 5,164,480.14 PREVIOUS MONTHS BY OWNER TOTAL 2. NET CHANGE BY CHANGE ORDERS..... APPROVED THIS MONTH NUMBER DATE APPROVED 3. CONTRACT SUM TO DATE (LINE 1 & 2)..... 5,164,480.14 4. TOTAL COMPLETED & STORED TO DATE 2,527,181.93 5. RETAINAGE: a. 10% OF COMPLETED WORK..... TOTALS b. 10% OF STORED MATERIAL NET CHANGE BY CHANGE ORDERS TOTAL RETAINAGE (LINE 5a + 5b)..... 252,718.19 THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK 6. TOTAL EARNED LESS RETAINAGE 2,274,463.73 COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 1,927,386.36 AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR 8.CURRENT PAYMENT DUE..... WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND 347,077.37 PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE. 9. BALANCE TO FINISH, PLUS RETAINAGE..... 2,890,016.41 CONTRACTOR: Bumham Construction, Inc. STATE OF: FLORIDA COUNTY OF: BAKER SUBSCRIBED AND SWORN TO BEFORE ME THIS 23rd OF Project Manager: Tyler Mobley TRISTAD. MCKENZIE NOTARY PUBLIC: Commission # MH 6189 MY COMMISSION EXPIRES: Expires December 16, 20 **ENGINEER'S CERTIFICATE FOR PAYMENT** AMOUNT CERTIFIED...... 347,077 IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION. (ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR THE ENGINEER CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ENGINEER'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ENGINEER:

THIS CERTIFICATE IS NOT NEGOTIONABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE

CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT.
PREJUDICE TO ANY RIGHTS OF THE OWNER AND CONTRACTOR UNDER THIS CONTRACT.

Rivers Edge III Community Development District 475 West Town Piace, Suite 114 St. Augustine, FL 32092

Application No:	6	
Application Date:	12/25/2024	
Period To:	12/25/2024	
Contract No:	24007	
Project:	SR 13 Roundabout	

Burnham Construction, Inc. 11413 Enterprise East Macclenny, Florida 32063 904-259-5360 *Building the Road to Excellence*

A	В		С		D		E		F	G				Н	1
					WORK COMPLETED AND MATERIALS STORED						TOTAL				
ITEM NO	DESCRIPTION OF WORK	CONTRACT FWORK VALUE				THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)		COMPLETED AND STORED TO DATE		% (G+C)	BALANCE TO FINISH (C-G)		RETAINAGE	
	1 General Conditions	\$	1,241,541.70	5	512,732.41	\$	168,465.52	\$	10	\$	681,197.93	54.87%	\$	560,343.77	\$68,119.79
	2 Erosion Control	S	114,198.44	\$	27,473.95	\$	15,458.56	\$		\$	42,932.51	37.59%	\$	71,265.93	\$4,293.25
	3 Clearing and Demolition	\$	266,539.71	\$	83,018.63	\$	1000	\$	(4)	\$	83,018.63	31.15%	\$	183,521.08	\$8,301.86
	4 Earthwork	\$	643,651,11	\$	439,133.77	\$	36.	\$	1	\$	439,133.77	68.23%	\$	204,517.34	\$43,913.38
	5 Storm Drainage System	\$	547,668.55	\$	477,843.89	\$	12,188.00	\$	5 500	\$	490,031.89	89.48%	\$	57,636.67	\$49,003.19
	6 Potable Water System	\$	304,807.55	\$	303,786.35	\$		\$	4.1	\$	303,786.35	99.66%	\$	1,021.20	\$30,378.64
	7 Reuse Water Main System	\$	184,573.61	\$	181,213.03	\$	2,916.58	15	10-50	\$	184,129.61	99.76%	\$	444.00	\$18,412.96
	8 Force Main	\$	67,332.96	5	42,465.88	\$	24,732.88	5	-	5	67,199.76	99.80%	\$	133.20	\$6,719.98
	9 Roadways	\$	1,623,351.17	\$	73,871.50	\$	161,879,98	\$		\$	235,751.48	14.52%	\$	1,387,599.69	\$23,575.15
3	10 Grassing	\$	121,670.34	\$	1	\$	- 1	15	-	\$		0.00%	\$	121,670.34	\$0.00
	11 Guard Rails	\$	49,145.00	\$	1.19	\$. 8	5		\$		0.00%	\$	49,145.00	\$0.00
	TOTAL	\$	5,164,480.14	5	2,141,540.40	\$	385,641.53	1	5	\$	2,527,181.93	48.93%	s	2,637,298.21	\$ 252,718.1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

TO OWNER:

Upon receipt by the undersigned of a check from Rivers Edge III CDD in the sum of \$ 347,077.37

payable to <u>BURNHAM CONSTRUCTION</u>, <u>INC.</u>, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the Job of State Road 13 Roundabout, located at <u>SR 13 and Grandbridge Dr, St.</u>
<u>Johns, FL</u> to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to <u>Rivers Edge III CDD</u> through <u>12/25/24</u> only, and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

12/20/2024

BURNHAM CONSTRUCTION, INC.

11413 Enterprise East Blvd Macclenny, Florida 32063

(Name)

Page 3 of 6

Burnham Construction, Inc. "Building the Road to Excellence"	SR 1	3 Roundal	24007						
	Unit	Qty.	Unit Price	Total Price	Previously Installed	Installed This Period	Billed this Pay App	Previousty Billed	Balance to Complete
eneral Conditions		000							
eneral Conditions	LS	1.00 5	263,228.21	263,228.21	0.4	0.1	\$ 26,322.82	5 105,291.28 3	131,614,11
onds & Insurance	LS	1.00 \$	44,373.86	the second second second	1		\$ -	\$ 44,373.86	
ayment & Performance Bonds	LS	1.00 \$	93,747.58	A STATE OF THE PARTY OF THE PAR	1		\$ -	\$ 93,747.58	
urveying	LS	1.00 S	115,122,03		0.4	0.1	\$ 11,512,20		
s Builts	LS	1.00 \$	86,336.53		0.3	0.1	\$ 8,633.65		
construction Materials Testing	LS	1.00 S	57,498.53		0.4	0.1	\$ 5,749.85		
laintenance of Traffic	LS	1.00 S			0.3	0.2	\$ 116,246.99		
AND THE PARTY OF T	1 00 1		ubtotal	and the second s	0.0	V-	\$ 168,465.52		
rosion Control									
Itt Fence Type III	LF	3634.00 5	4.75	\$ 17,261.50	3634	1	\$.	5 17,261.50	5 .
ree Protection	LF	2000.00 \$			1000		\$.	\$ 7.500.00	
emporary Sod	SY	6000.00 \$					S -	\$.	
lay Bales	EA	100.00 \$				50	\$ 9,129.50		5 9,129.50
nlet Protection	EA	10.00 5					\$ -		\$ 2,034.90
NPDES Permit Compliance	LS	1.00 \$			0.15	0.35	\$ 6,329.06		
	100			\$ 114,198.44	0.10	0.00	\$ 15,458.58		
Clearing and Demolition	-								
Demo Storm Pipe	LF	110.00 \$					\$.		\$ 8,710.90
Demo Storm Structures	EA	4.00 \$					\$.	\$ -	\$ 26,313.60
Demo Existing Utility Pipe & Fittings (WM, FM, RW)	LF	840.00			840		\$ -	\$ 45,519.60	
Demo Existing Asphalt Temp Road	SY	2844.00					\$ -	15 -	\$ 92,430.00
Demo Existing Asphalt SR 13	SY	2862.00					\$ -	\$.	\$ 56,066.58
Clearing	LS	1.00	37,499.03				\$.	\$ 37,499.03	5 -
		L		\$ 266,539.71			\$.	\$ 83,018.63	\$ 183,521.08
Earthwork									
Strip Topsoil	CY	3344.00	7.18	\$ 24,009.92	3344		15 -	\$ 24,009.92	\$.
Haul Off Strippings	CY	3344.00	5 11.63	\$ 38,890.72	3344		\$ -	\$ 38,890,72	\$.
Temporary Ditch	CY	694.00	\$ 27.08	\$ 18,793,52			\$ -	S -	\$ 18,793.52
Place & Compact Fill	CY	16369.00	\$ 9.17	\$ 150,103.73	12275		S .	\$ 112,561.75	\$ 37,541.98
Purchase Import Fill Material	CY	16369.00					\$.	\$ 225,123.50	
Remove Unsuitables	CY	1736.00					\$.	\$ 16,500.68	
Replace Unsuitables	CY	1736.00					\$.	5 22,047,20	
Final Dressout	SY	13820.00					5 -	S .	\$ 34,550.00
		1	Subtotal	\$ 643,651.11			\$.	\$ 439,133.77	
Storm Drainage System									
Dewater Storm Drain	I LF	1128.00	\$ 20.67	\$ 23,315.76	1128		15 -	S 23,315.76	. 2
Type J-5 Curb Inlet	EA	10.00					\$ -	\$ 96.048.60	
Type J-7 Storm Manhole	EA	6.00					\$ -	5 49,603.53	
Storm Top Adjustments	EA	16.00				-	\$ -	\$ 49,003.53	
Storm Inverts	EA	16.00				-	\$.	\$ 18,374,40	
Underdrain Stubs from Inlets	LF	400.00				200			
	EA	4.00				200			
Temporary Manhole Tops	EA	1.00				_		\$ 14,812.96	
	EA	2.00				_	\$.	\$ 8,159.86	
24" Mitered End Section		2.001	3 7.382.08	\$ 15,164.1			\$ -	5 -	\$ 15 164.1
14"x23" Miterad End Section				C 242 FD4 C	004			P 040 F04 P4	
14"x23" Miterad End Section 18" RCP	LF	904.00	\$ 235.16				\$ -	5 212,584.64	
14"x23" Miterad End Section			\$ 235.16 \$ 264.58	\$ 31,749.6	0 120		\$ - \$ -	5 31,749.60	\$.

BCI	SR 13 Roundabout Pay App# 6										
Burnham Construction, Inc. "Building the Road to Excellence"	Unit	Oty.	Unit Price	Total Price	Previously Installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete		
/ Storm Drain	LF	1128.00	4.69	\$ 5,290,32			s -	s ·	S 5,290,32		
		S	AND DESCRIPTION OF THE PARTY OF	\$ 547,668.55		1	\$ 12,188.00	the state of the s			
otable Water Main					-						
2 DR18 PVC Water Main	LF	900.00			900		\$ -	\$ 208,757.75			
0" DR18 PVC Water Main	EA	20.00			20		\$.	5 37,494.04			
0"x10" Tap Siv. and Valve	EA	2.00			2		\$ -	5 32,344.08			
2" Gate Valve	EA	2.00			2		\$.	\$ 14,328,32			
alve Box Installation	EA	4.00			4		5 .	\$ 1,281.60			
ample Point	EA	6.00			6		\$.	\$ 2,668,02			
ocate Wire Box	EA	3.00			3		\$.	\$ 1,006.14			
unch Out for Water Main	LF	920.00			920	-	\$.	\$ 2,484.00			
lushing & BT's for Water Main	LF	920.00			920	-	\$.	\$ 1,352.40			
ocate Wire Test for Water Main	LF	920.00					\$.	\$ -	\$ 1,021.20		
ressure Test for Water Main	LF	920.00			920	-	\$.	\$ 2,070.00	THE RESERVE AND ADDRESS OF THE PARTY OF THE		
		E	Subtotal	\$304,807.55			\$.	\$ 303,786,35	5 5 1,021.20		
Reuse Water Main System											
2" DR18 PVC Reuse Main	LF	260.00	\$ 251.18	\$ 65,306,68	260		IS +	\$ 65,306.68	3 \$		
0" DR18 PVC Reuse Main	LF	140.00			140		5 .	\$ 68,490.23			
10"x10" Tap Siv. and Valve	EA	3.00					S -	S 48,516,12			
/alve Box Installation	EA	3.00				3	\$ 961.20				
ocate Wire Box	EA	1.00				1	\$ 335.38				
Punch Out for Reuse Main	LF	400.00				400	\$ 1,080.00		S -		
Flushing for Reuse Main	LF	400.00				400	\$ 540.00		15 .		
Locate Wire Test for Reuse Main	LF	400.00					\$ -	5 .	5 444.0		
Pressure Test for Reuse Main	LF	400.00					\$.	\$ 900.0			
The second secon			Subtotal	\$ 184,573.61			\$ 2,916.58				
				-							
Force Main 4" PVC DR 18 Force Main	TLFT	120.00	\$ 351.64	S 42,196.88	120	_	Is -	\$ 42,196.8	0 6		
4"x4" Tap Siv. and Valve	EA	2.00				2	\$ 23,270,70				
Valve Box Installation	EA	2.00				2	\$ 640.80				
Locate Wire Box	EA	1.00				1	\$ 335.36				
Punch Out Force Main	LF	120.00				120	\$ 324.00				
Flushing for Force Main	LF	120.00				120	\$ 162.00				
Locate Wire Test for Force Main	LF	120.00					\$.	15 -	\$ 133.2		
Pressure Test for Force Main	LF	120.00					\$.		00 5 -		
				\$ 67,332.90		E FOCO	\$ 24,732.8				
Roadways											
Subgrade for Sidewalk	SY	327.00						-	1,7		
Subsoil Stabilization	SY	10,159.00				3000	\$ 52,860.0	The second secon			
4" Limerock (Shoulder)	SY	1,520.00						\$ -	20,30-4		
6" Limerock (Temporary Road)	SY	4,000.00				3500	\$ 108,395.0				
10" Limerock (Roadway & Roundabout)	SY	4,409.00						\$ 37,169.			
1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift)	SY	3,474.00					\$ -	-1-7			
1.5" Traffic B Asphalt (Rdwy Improvement 2nd Lift)	SY	3,474.00					\$.	- 4	1.0.000		
1.5" FC 12.5 (Rdwy Improvement Final Lift)	SY	3,474.00				-	\$.	\$.			
	SY	935.00	\$ 22.35	\$ 20,897.2	5		\$.		\$ 20,897.		
1.5" Traffic B (Roundabout 1st Lift)		000	05								
1.5" Traffic B (Roundabout 1st Lift) 1.5" Traffic B (Roundabout 2nd Lift) 1.5" FC 12.5 MM (Roundabout Final Lift)	SY	935.00 935.00					\$ -				

SR 13 Roundabout

BCI		Pay App# 6											
Burnham Construction, Inc. "Building the Road to Excellence"	Unit	Qty.	Unit Price		Total Price	Previously Installed	Installed This Period	Bille	d this Pay App	Previously Billed		Balance to Complete	
Mill and Resurface Existing Roadway	SY	1,870.00	\$ 31.97	\$	59,783.90			\$		\$ -	5	59,783.90	
S' Paved Shoulder	SY	1,520.00		5	35,796.00			\$	•	\$ -	\$	35,796.00	
Prime Limerock ·	SY	8,773.00			8,773.00			\$		\$ -	\$	8,773.00	
Striping & Signs	LS	1.00		\$	156,245.96			\$		\$ -	5	156,245,96	
RA Curb	LF	384.00			14,672.64	150		\$		\$ 5,731.50	15	8,941.14	
Type E Curb & Gutter	LF	1,530.00		\$	60,312.60	150		\$		\$ 5,913.00	15	54,399.60	
Type D Curb & Gutter	LF	292.00	\$ 38.57	\$	11,262.44			\$		\$.	\$	11,262.44	
24" FDOT Type F Curb & Gutter	LF	1,404.00	\$ 31.91	\$	44,801.64	300		\$		\$ 9,573.00	\$	35,228,64	
5' Sidewalk	SF	329.00	\$ 56.56	\$	18,608.24			\$		S -	\$	18,608.24	
A.D.A. Handicap Ramps	EA	14.00	\$ 312.49	\$	4,374.86		2	5	624.98	5 -	15	3,749.88	
A.D.A. Mats	SF	423.00	\$ 48.12	15	20,354.76			\$		s -	15	20,354.76	
Concrete Truck Apron	SF	3,903.00	\$ 12.89	S	50,309.67			\$		\$.	S	50,309,67	
			Subtotal	\$	1,623,351.17		A STATE OF	5	161,879,98	\$ 73,871.50	15	1,387,599.69	
Grassing		200.00											
Median and Site Sod	SY	16,759.00	\$ 7.26	15	121,670.34			5	•	\$ -	\$	121.670.34	
			Subtotal	18	121,670.34			3		\$ +	\$	121,670.34	
Guardrails													
Guardrails	LF	500.00	\$ 98.29	15	49,145.00			15		\$.	5	49,145.00	
Assemble Males			Subtotal	\$	49,145.00	Marie Control		\$		S -	\$		
	Г		CONTRACT TOTAL	1	5,164,480.14			В	illed this Pay	Previously Billed		Balance to	
				3	3,104,460.14				App	Previously billed	1	Complete	
				\$	5,164,480.14			\$	385,641.53	\$ 2,141,540.39	9	2,637,298.23	
		CHANGE	ORDER TOTAL			Totaled Billed		\$	2,527,181.92	48		and to the	
	WITHOUT ALTERNATE ORIGINAL CONTRACT TOTAL WITH ALTERNATE CHANGE ORDER TOTAL REVISED CONTRACT TOTAL									Currer	-		

24007

252,718.19 Total Payments \$ 2,274,463.72

TOTAL RETAINAGE \$

RELEASE AND WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, <u>AMERICAN PRECAST</u> by its duly authorized agent, for and in consideration of payment in the amount of \$10.00 the receipt of which is hereby acknowledged, does hereby waive, release and relinquish any and all claims and demands including any lien or right to claim a lien for labor and materials furnished through 11/25/2024 on the following described property:

SR 13 ROUNDABOUT
SR 13 & GRANDBRIDGE DR
ST JOHNS, FL
ST JOHNS COUNTY
GOVERNMENTAL MANAGEMENT SERVICES, LLC

This Release and Waiver of Lien constitutes a full and complete discharge, release and waiver of any right to further payment and any mechanic's or material men's lien or right to lien for any and all work and labor done and performed or any and all materials or both, furnished to Burnham Construction, Inc. for improvement of the above described property through 11/25/2024.

The undersigned hereby represents and warrants that all labor and/or materials furnished or used on the above described property for which this Release and Waiver of Lien is executed through 11/25/2024 have been paid in full.

The undersigned recognizes and agrees this Release and Waiver of Lien is given to induce Burnham Construction, Inc. to make the payment described above and Burnham Construction, Inc. will rely on the Release and Waiver of Lien in making payment described above.

AMERICAN PRECAST STRUCTURES, LLC
AMERICAN PRECAST

IN WITNESS THEREOF, the undersigned has caused this Release and Waiver of Lien to be duly executed this 20th day of DECEMBER 2024.

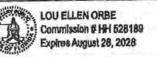
	-	Signature	
	BY:	ROBERT NEILL	
	-	Print Name	
	ITS:	MANAGER	
		Title	
Witness:	Witness		
Rose Senson	100	n De Voegh	
SENTURO ROSE JENSEN	-0"	Signature AMY WAUGH	
Print Name		Print Name	-
SWORN TO AND SUBSCRIBED before me this 20th	day of DE	CEMBER 2024	
WORLY TO AIRD SOUBCASED BEIGIE INC IDIS ZOU	uay of De	202	

Personally Known (X) Produced Identification ()

) Type of ID: N/A

My Commission Expires:

Notary Public: State of FLORIDA



UNCONDITIONAL PARTIAL WAIVER OF LIEN

TEN DO	LLARS	tion of the payment in the sum of (\$ 10.00) paid by
BURNHAM CONSTRUCTIO	N INC.	receipt of which is hereby
acknowledged, hereby releases and qui	it claims as to t	the said Company, its affiliates,
successors and assigns all lines, lien rig		
premises described as:		
SR 13 ROUNDABOUT		
ST JOHNS, FLORIDA		
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improvements thereon. That all labor, in the erection of said improvements ha		
in the election of said improvements ha	ive been paid i	or,
INVOICES PAID THROUGH:		November 25, 2024
Whether this instrument is de	signed a PAR	TIAL OR FINAL WAIVER OF LIEN,
he undersigned releases its lien rights u		
he date of this instrument.		
		Could be a first than the first of the first of the
	COMPANY:	FINDLAY CONSTRUCTION SOLUTIONS, I
		FINDLAY CONSTRUCTION SOLUTIONS, I
	COMPANY: SINGATURE:	1 France
		FINDLAY CONSTRUCTION SOLUTIONS, I
	SINGATURE: BY:	Katherine Findlay
	SINGATURE:	1 France
TATE OF FLORIDA	SINGATURE: BY:	Katherine Findlay
TATE OF FLORIDA CLOU	SINGATURE: BY:	Katherine Findlay
COUNTY OF COUNTY OF	SINGATURE: BY: TITLE:	Katherine Findlay President
I hereby acknowledge that the	SINGATURE: BY: TITLE:	Katherine Findlay President ntained in the foregoing Release of
COUNTY OF COUNTY OF	SINGATURE: BY: TITLE:	Katherine Findlay President ntained in the foregoing Release of
I hereby acknowledge that the ien are true and correct. (X) By r	SINGATURE: BY: TITLE: statements coneans of physical	Katherine Findlay President Intained in the foregoing Release of presents () Electronic
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I hereby acknowledge that the ien are true and correct. (X) By reworn to and subscribed before me this:	SINGATURE: BY: TITLE: statements coneans of physical	Katherine Findlay President Intained in the foregoing Release of presents () Electronic
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I hereby acknowledge that the ien are true and correct. (X) By r worn to and subscribed before me this:	SINGATURE: BY: TITLE: statements coneans of physical 20th	Katherine Findlay President Intained in the foregoing Release of presents () Blectronic Day of December 2024 Notely Public 1907 ()
I hereby acknowledge that the ien are true and correct. (X) By reworn to and subscribed before me this:	SINGATURE: BY: TITLE: statements coneans of physical 20th	Katherine Findlay President Intained in the foregoing Release of presents () Blectronic Day of December 2024 Multiply Oald
I hereby acknowledge that the ien are true and correct. (X) By r worn to and subscribed before me this: Interpolation of the control of the	SINGATURE: BY: TITLE: statements coneans of physical 20th A. DALE cda 82331	President Intained in the foregoing Release of presents () Blectronic Day of December 2024 Milliply Oald Notely Public 1907 ()

UNCONDITIONAL PARTIAL WAIVER OF LIEN

TEN DOL		eration of the payment in the sum of (\$ 10.00) paid by,
FINDLAY CONSTRUCTION SOLUT	TIONS, LLC	
acknowledged, hereby releases and qui successors and assigns all lines, lien rig premises described as:		
SR 13 ROUNDABOUT		
ST. JOHNS, FLORIDA		
on account of labor performed and/or m improvements thereon. That all labor, on the erection of said improvements has	quipment a	and materials used by the undersigned
INVOICES PAID THROUGH:		NOVEMBER 25, 2024
he date of this instrument.		
he date of this instrument.	COMPAN	y: PRITCHETT TRUCKING, INC.
he date of this instrument.	COMPAN'	Y: PRITCHETT TRUCKING, INC.
he date of this instrument.		Y: PRITCHETT TRUCKING, INC. Vice President
TATE OF FLORIDA	BY:	All north
TATE OF FLORIDA OUNTY OF UNION I hereby acknowledge that the	BY; TITLE:	All north
TATE OF FLORIDA COUNTY OF UNION	BY; TITLE:	Vice President

UNCONDITIONAL PARTIAL WAIVER OF LIEN

KNOWN ALL MEN THAT THESE PRESEN	ITS, THAT	
		eration of the payment in the sum of
· TEN DOI		(\$ 10.00) paid by,
FINDLAY CONSTRUCTION SOLUT		
acknowledged, hereby releases and qui successors and assigns all lines, lien rig premises described as:		
SR 13 ROUNDABOUT		
ST. JOHNS, FLORIDA		
on account of labor performed and/or n improvements thereon. That all labor, in the erection of said improvements ha	equipment a	and materials used by the undersigned
INVOICES PAID THROUGH:		NOVEMBER 25, 2024
the undersigned releases its lien rights u the date of this instrument.		ARTIAL OR FINAL WAIVER OF LIEN, er 713 of the Florida Statutes, through
	COMPAN	Y: GP MATERIALS, INC.
	BY:	Mally MithAl
	TITLE:	Vice President
STATE OF FLORIDA COUNTY OF UNION		
I hereby acknowledge that the Lien are true and correct.	statements	contained in the foregoing Release of
Sworn to and subscribed before me this:	20th	Day of DEC. 2024
DERRICK B. RUDD MY COMMISSION # HH 053627 EXPIRES: January 25, 2025 Bonded Thru Notary Public Underwriters		Notary Public Expiration Date Carl Car

RELEASE AND WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, <u>COUNTY MATERIALS</u> by its duly authorized agent, for and in consideration of payment in the amount of <u>\$10.00</u> the receipt of which is hereby acknowledged, does hereby waive, release and relinquish any and all claims and demands including any lien or right to claim a lien for labor and materials furnished through <u>11/25/2024</u> on the following described property:

SR 13 ROUNDABOUT
SR 13 & GRANDBRIDGE DR
ST JOHNS, FL
ST JOHNS COUNTY
GOVERNMENTAL MANAGEMENT SERVICES, LLC

This Release and Waiver of Lien constitutes a full and complete discharge, release and waiver of any right to further payment and any mechanic's or material men's lien or right to lien for any and all work and labor done and performed or any and all materials or both, furnished to Burnham Construction, Inc. for improvement of the above described property through 11/25/2024.

The undersigned hereby represents and warrants that all labor and/or materials furnished or used on the above described property for which this Release and Waiver of Lien is executed through 11/25/2024 have been paid in full.

The undersigned recognizes and agrees this Release and Waiver of Lien is given to induce Burnham Construction, Inc. to make the payment described above and Burnham Construction, Inc. will rely on the Release and Waiver of Lien in making payment described above.

IN WITNESS THEREOF, the undersigned has caused this Release and Waiver of Lien to be duly executed this ZD day of 2024.

	BY: Lizzu Oertel Prikt Name ITS: Credit Asst.
Witness: Signature Print Name	Witness: Ovis Poe+Kay Print Name
	Notary Public: Notary Public: State of Wiscontin My Commission Expires: 06 50 2025
Personally Known () Produced Identification () Type of ID: in person

All items must be sent by May 4, 2025.

Your return pick-up is scheduled for: Monday, Apr 7, 2025, 11:00 - 20:00 The phone number we've given to the carrier for this pick-up is 8656607335

Pickup Address

Courtney B Hogge 4919 Falling Star Lane Powell, TN, 37849 Phone: 8656607335

Pickup Time:

Monday, Apr 7, 2025, 11:00 - 20:00

Tracking ID: CRXL24541748

- · The shipping company will print the label for you and pick up the package at your specified address.
- Item must be left outside in a safe and accessible location, free of any potential hazard, and visible for the team to identify and retrieve the item (Front porch, driveway, etc.). Item must also be disassembled and in its original packaging.

Return Authorization Slip

Place this barcode and item description inside your return package (in case your mailing label gets damaged).

DhKNsx0bRRMA



Item Descriptions Quantity

PetSafe Doggy Door for Sliding Glass Doors, Adjustable Height 75 7/8" to 81", No-Cut DIY Install, Aluminum Panel, Ideal for Renters, for Large Dogs Up to 100 lb., (White, Large)

1



RIVERS EDGE III CDD

Acquisition of Rivertown Forest Improvements and Work Product April 2025

ACQUISTION LETTER

April 16, 2025

Rivers Edge III Community Development District c/o Corbin deNagy, District Manager Governmental Management Services 475 West Town Place, Suite 114 St. Augustine, Florida 32092

RE: Acquisition of Rivertown Forest Improvements and Work Product

Dear Mr. deNagy:

Enclosure

Mattamy Jacksonville LLC has completed and wishes to sell to the District completed drainage and landscaping improvements for Rivertown Forest (the "Improvements"), together with rights to associated plans, designs, permits and other work product (the "Work Product"), as more particularly described at **Exhibit A**. Mattamy Jacksonville wishes to convey the Improvements and the Work Product, which were included in the District's *Master Improvement Plan Report*, dated June 5, 2020, to the District pursuant to the *Agreement Between the District and Mattamy Regarding the Acquisition of certain Work Product, Improvements, and Real Property* with the understanding that there are currently no funds available for reimbursement of construction costs, but that if funds should become available in the future, Mattamy may be reimbursed for all or a portion of the costs of constructing the Improvements and completing the Work Product. The actual cost of constructing the Improvements and completing the Work Product is

Notwithstanding anything to the contrary herein, to the extent any amounts remain to be paid to contractors or professionals performing the work, for retainage or otherwise, Mattamy Jacksonville agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property. Additionally, to the extent any additional punch list work is required for acceptance or approval by applicable regulatory agencies, Mattamy Jacksonville agrees to perform such work.

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

	By: MATTAMY FLORIDA LLC, a Delaware
	limited liability company, its Manager
ACKNOWLEDGED AND AGREED TO BY:	
	By: CALBEN (FLORIDA)
	CORPORATION, a Florida corporation, its
	Manager
Chairman	-
Rivers Edge III Community	
Development District	By: Cliff Nelson
	Its: Vice President

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All of the following located on the real property identified below:

Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, SWMF-1, SWMF-2, SWMF-5, SWMF-6, SWMF-7, C-1, C-2, and LB as identified on the Plat titled "Rivertown Forest (Parcel 39) Phase 1," recorded at Book 128, Pages 177 et seq., of the Official Records of St. Johns County, Florida.

Drainage/Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

Landscaping/Irrigation - All plants, trees, timber, shrubbery, and other landscaping and plantings, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components now a part of the property constructed in and for the District.

Hardscaping – All signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements.

Conservation/Parks/Recreation/Other - All conservation open spaces, parks, recreational spaces, trails and related improvements.

Work Product:

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

AFFIDAVIT REGARDING COSTS PAID ACQUISITION OF RIVERTOWN FOREST IMPROVEMENTS AND WORK PRODUCT

STATE OF FLORIDA	
COUNTY OF	

- I, Cliff Nelson, of Mattamy Jacksonville LLC ("**Developer**"), being first duly sworn, do hereby state for my affidavit as follows:
 - 1. I have personal knowledge of the matters set forth in this affidavit.
- 2. My name is Cliff Nelson and I am employed by the Developer as **Vice President**. I have authority to make this affidavit on behalf of the Developer.
- 3. Developer is the primary owner and/or developer of certain lands within the Rivers Edge III Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
- 4. The *Master Improvement Plan Report*, dated June 5, 2020, among other applicable reports related to specific bond series ("**Engineer's Report**"), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
- 5. Developer has acted as prime general contractor and has expended funds to construct improvements and to complete or cause to be completed certain associated work product as described in the Engineer's Report. The attached **Exhibit A** accurately identifies the improvements/work product completed to date. The Developer has expended at least \$______ to construct the improvements identified at **Exhibit A**. Copies of invoices related to this work are on file and Developer agrees to produce same to the District upon request.
- 6. Notwithstanding anything to the contrary herein, Developer agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation, is complete and on file with the Developer, and is capable of being produced upon request.
- 7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

	e that I have read the foregoing Affidavit Regarding I correct to the best of my knowledge and belief.
Executed this day of April 20	25.
	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company
	By: MATTAMY FLORIDA LLC, a Delaware limited liability company, its Manager
	By: CALBEN (FLORIDA) CORPORATION, a Florida corporation, its Manager
STATE OF FLORIDA COUNTY OF	By: Cliff Nelson Its: Vice President
presence or online notarization this	n and subscribed before me by means of physical day of April 2025, by Cliff Nelson, Vice President is personally known to me or produced
(NOTARY SEAL)	
	Notary Public Signature
	Notary Public, State of Commission No My Commission Expires:

DISTRICT ENGINEER'S CERTIFICATE ACQUISITION OF RIVERTOWN FOREST IMPROVEMENTS AND WORK PRODUCT

April , 2025

Board of Supervisors Rivers Edge III Community Development District

Re: Rivers Edge III Community Development District (St. Johns County, Florida)
Acquisition of Rivertown Rivertown Forest Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. ("District Engineer"), as District Engineer for the Rivers Edge III Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition from Mattamy Jacksonville LLC ("Developer") of certain improvements ("Improvements") and associated work product ("Work Product"), all as more fully described in Exhibit A attached hereto, and in that certain Developer Bill of Sale & Assignment [Rivertown Forest Improvements and Work Product] ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
- 2. The Improvements and Work Product are within the scope of the District's Capital Improvement Plan as set forth in the District's *Master Improvement Plan Report*, dated June 5, 2020 ("Engineer's Report"), and specially benefit property within the District.
- 3. In my opinion, the portions of the Improvements being acquired by the District were installed consistent with all regulatory requirements, including Florida Department of Transportation and St. Johns County, Florida, standards, if applicable, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
- 4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements. Prosser further hereby acknowledges that the District is acquiring or has acquired the Improvements and the Work Product developed by Prosser in conjunction therewith and accordingly, the District has the unrestricted right to rely upon the work product for it intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.

	5.	The value of the improvements is at least \$
	6.	With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Work Product.
FURTI	HEI	R AFFIANT SAYETH NOT.
		Ryan P. Stilwell, P.E. Prosser, Inc.
		Florida Registration No District Engineer
STATI COUN		OF FLORIDA OF
presend Inc.		
		Notary Public, State of Florida Print Name:
		Finit Name.
		Commission No.: My Commission Expires:

DEVELOPER ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND WORK PRODUCT AND THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR THE COMPLETION OF SAME

RIVERTOWN FOREST IMPROVEMENTS AND WORK PRODUCT

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ___ day of April 2025, by Clifford Nelson, Vice President of MATTAMY JACKSONVILLE LLC, with offices located at 4901 Vineland Road, Suite 450, Orlando, FL 32811 ("Developer"), in favor of the RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ("District"), a local unit of special-purpose government situated in St. Johns County, Florida, with offices located at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

- **SECTION 1. DESCRIPTION OF CONTRACTOR'S SERVICES.** Developer has managed, overseen, and contracted for the construction of certain infrastructure improvements (the "Improvements") and associated plans, designs, permits and other work product (the "Work Product") related to the development of Rivertown Forest. The Improvements and Work Product completed and to be acquired are more generally described in the attached **Exhibit A**.
- **SECTION 2. ACQUISITION OF IMPROVEMENTS.** Developer acknowledges that the District is acquiring or has acquired the Improvements and Work Product completed or caused to be completed by Developer.
- SECTION 3. CONTRACT RIGHTS. Developer hereby expressly acknowledges the District's right to enforce the terms of all contracts, purchase orders, or other agreements under which the Improvements and Work Product were completed, including but not limited to any warranties, contract rights and remedies, standard of care provisions and other forms of indemnification provided therein and/or available under Florida law. Developer agrees to cooperate in obtaining all releases, acknowledgments, and other documents the District requires from contractors and professionals who completed work necessary to construct or produce the Improvements and/or Work Product. In the event that such releases, acknowledgments, or other documents cannot be obtained, Developer agrees to provide such additional warranties or assurances as the District may require.
- **SECTION 3. WARRANTY.** Developer hereby expressly provides to the District a one-year warranty from the effective date of this Acknowledgement on the materials and labor for the Improvements set forth in **Exhibit A**, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors, and hereby expressly acknowledges the District's right to rely upon and enforce any other warranties provided under Florida law, including but not limited to those warranties provided by subcontractors, vendors, and materialmen.
- **SECTION 4. INDEMNIFICATION.** Developer indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that May be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit A** because of any act or omission of Developer, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.
- **SECTION 5. CERTIFICATE OF PAYMENT.** Developer hereby acknowledges that it has fully compensated all contractors, vendors, materialmen, professionals, or others performing work related to completion of the Improvements and the Work Product. Developer further certifies that no outstanding requests for payment exist related to the Improvements or Work Product except as identified in **Exhibit A**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no

disagreement as to the appropriateness of payment made for the Improvements or Work Product. Notwithstanding the foregoing, to the extent any amounts remain to be paid to contractors or professionals performing the work, Developer agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property.

SECTION 6. PUBLIC RECORDS. Developer acknowledges that all documents connected with the Improvements, Work Product, and acquisition thereof May be public records and treated as such in accordance with Florida law, and agrees to, upon request, produce such documentation, including but not limited to documentation of funds expended to construct the Improvements and complete the Work Product, such as invoices, payment applications, and other payment records.

SECTION 7. EFFECTIVE DATE. This Developer Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company
	By: MATTAMY FLORIDA LLC, a Delaware limited liability company, its Manager
print name]	By: CALBEN (FLORIDA) CORPORATION, a Florida corporation, its Manager
	By: Cliff Nelson Its: Vice President
print name]	
STATE OF FLORIDA COUNTY OF	
or online notarization this day of Ap	and subscribed before me by means of physical presence ril 2025, by Cliff Nelson of Mattamy Jacksonville LLC who has produced as ne oath.
	Notary Public, State of Florida Print Name: Commission No.: My Commission Expires:

EXHIBIT A [DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT]

CONTRACTOR ACKNOWLEDGEMENT AND RELEASE ACQUISITION OF IMPROVEMENTS

THIS RELEASE is made to be effective as of the _____ day of April 2025, by Burnham Construction, Inc. ("Contractor"), a Florida Corporation with a principal address of 11413 Enterprise East Blvd., Macclenny, FL 32063, in favor of the Rivers Edge III Community Development District ("District"), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement dated _______, as amended and supplemented from time to time, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("Developer"), attached hereto as Exhibit A ("Contract"), Contractor has constructed for Developer certain improvements related to the construction of Rivertown Forest ("Improvements"); and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

- **SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
- **SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contracts, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contracts for same, including all warranties.
- **SECTION 3.** WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contracts, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.
- **SECTION 4. INDEMNIFICATION.** Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor hereby confirms there remain no other liens or outstanding amounts due related to the Improvements identified in Exhibit A, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in Exhibit A, except for the retainage amounts withheld pursuant to the Contract, for which the Developer is responsible for paying.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

BURNHAM CONSTRUCTION, INC.

	By: Its:
STATE OF I	
presence or	online notarization this day of April, 2025, by or CONSTRUCTION, INC., who is personally known to me or who has as identification, and did or did not take
	Notary Public, State of Florida
	Print Name: Commission No.:
	My Commission Expires:

RELEASE OF RESTRICTIONS ON RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS, RELATED DOCUMENTS, AND SERVICES CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

RIVERTOWN FOREST IMPROVEMENTS AND WORK PRODUCT

THIS RELEASE is made the ____ day of April 2025, by Prosser, Inc. ("Professional"), a Florida corporation, with an address of 13901 Sutton Park Drive S, Suite 200A, Jacksonville, FL 32224, in favor of Rivers Edge III Community Development District ("District"), a local unit of special purpose government, being situated in St. Johns County, Florida, and having offices located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements for Rivertown Forest as described in **Exhibit A**, for Mattamy Jacksonville, LLC ("Developer") as owner and developer of lands within the District ("Work **Product**"); and

WHEREAS, the District intends to acquire the Work Product from the Developer and thereby secure the unrestricted right to use and rely upon the same for any and all purposes; and

WHEREAS, the District has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and Professional agree as follows:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release. Professional acknowledges that the District is acquiring the Work Product from the Developer, and acquiring the Improvements to which it relates, and for that purpose the District has requested that Professional confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 2. RELEASE. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts and rights and remedies thereunder and other forms of indemnification, if any, May be freely transferred to the District from the Developer.

SECTION 3. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that there is no disagreement as to the appropriateness of payment made for Work Product.

SECTION 4. EFFECTIVE DATE. This Release shall take effect upon execution. This Release is effective only for the Work Product identified in **Exhibit A**, and Professional is not waiving or releasing any rights with respect to future work to be conducted pursuant to its existing agreement.

ATTEST		PROSSER, INC.
By:		By: Ryan Stilwell Its:
	F FLORIDA OF	
presence or	online notarization this	sworn and subscribed before me by means of physical day of April 2025, by Ryan Stilwell of Prosser Inc. nown to me or who has produced as identification, and did or did not take the oath.
		Notary Public, State of Florida Print Name: Commission No.: My Commission Expires:

Exhibit A: Description of Improvements and Work Product

EXHIBIT A: Description of Improvements and Work Product

DEVELOPER BILL OF SALE & ASSIGNMENT RIVERTOWN FOREST IMPROVEMENTS AND WORK PRODUCT

This Developer Bill of Sale & Assignment (Drainage Improvements and Work Product) evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the _____day of April 2025, by Mattamy Jacksonville LLC ("Grantor"), a Delaware limited liability company, whose address 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and to the Rivers Edge III Community Development District ("Grantee"), a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

- 1. **Description of Improvements:** [to be added]
- 2. <u>Work Product:</u> All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, "Work Product"); and
- 3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product ("Warranty and Indemnity Rights"), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee May independently exercise such rights);

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee May independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, May deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to

such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

- b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements and Work Product; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements and Work Product; and (iv) the Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.
- c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements or Work Product, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which May have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, that if any Improvements are anticipated to be turned over to St. Johns County, Florida ("County") the Developer shall provide any warranties required by the County in connection with the turnover, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.
- d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.
- e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
- f. This instrument shall be governed by, and construed under, the laws of the State of Florida.
- g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.
- h. As consideration for the sale of the Improvements and the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the Rivers Edge III Community Development District and Mattamy Jacksonville LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property dated June 15*, 2020, among any other applicable acquisition agreements related to future bond series, the Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth in **Exhibit A** from the proceeds of any applicable current or future series of bonds, should such funds be or become available.

[Signature on following page]

IN WITNESS WHEREOF, the C this day of April 2025.	Grantor has caused this instrument to be executed in its name
	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company
	By: MATTAMY FLORIDA LLC, a Delaware limited liability company, its Manager
	By: CALBEN (FLORIDA) CORPORATION, a Florida corporation, its Manager
	By: Cliff Nelson Its: Vice President
STATE OF FLORIDA COUNTY OF	
presence or online notarization this Mattamy Jacksonville LLC, a limited liabi	eknowledged before me by means of <i>(check one)</i> physical day of April 2025, by Cliff Nelson, as Vice President of ility company, on behalf of the company, <i>(check one)</i> who is oduced a as identification.
(Affix Notary Seal)	Notary Public, State of Florida My Commission Expires:

This instrument was prepared by:

Lauren Gentry, Esq. Kilinski | Van Wyk PLLC 517 E. College Avenue Tallahassee, Florida 32301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ____ day of April 2025, by and among:

Mattamy Jacksonville LLC, a Delaware limited liability company, whose address 4901 Vineland Road, Suite 450, Orlando, Florida 32811 ("**Grantor**"); and

Rivers Edge III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District**" or "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, the Grantor is conveying or plans to convey to the Grantee certain improvements located on the property identified as:

Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, SWMF-1, SWMF-2, SWMF-5, SWMF-6, SWMF-7, C-1, C-2, and LB as identified on the Plat titled "Rivertown Forest (Parcel 39) Phase 1," recorded at Book 128, Pages 177 et seq., of the Official Records of St. Johns County, Florida.; and

WHEREAS, Grantor desires to grant to the Grantee easements over the properties being more particularly described herein (collectively, "Easement Area(s)") for the purposes of access and maintenance to the improvements; and

WHEREAS, Grantor and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Grantor grant to the District a perpetual easement over the Easement Areas and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

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

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.
- **2.** Grant of Non-Exclusive Easement. Grantor hereby to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the Easement Area(s) described below to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "Easement"):
 - (a) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of improvements, located on the property identified as:

Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, SWMF-1, SWMF-2, SWMF-5, SWMF-6, SWMF-7, C-1, C-2, and LB as identified on the Plat titled "Rivertown Forest (Parcel 39) Phase 1," recorded at Book 128, Pages 177 et seq., of the Official Records of St. Johns County, Florida.

- 3. <u>Inconsistent Use</u>. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.
- **4.** Beneficiaries of Easement Rights. This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.
- 5. <u>Binding Effect.</u> This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.
- **6.** <u>Default</u>. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which May include but not be limited to the right of actual damages, injunctive relief and/or specific performance.
- 7. <u>Enforcement of Agreement</u>. In the event that either District or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.
- **8.** <u>Notices</u>. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or May desire, to give to or make upon the other party pursuant

to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party May by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee May deliver Notice on behalf of the Grantor and Grantee, respectively.

- **9.** Assignment. Neither party May assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.
- 10. <u>Controlling Law; Venue.</u> This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in St. Johns County, Florida.
- 11. <u>Public Records</u>. Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.
- 12. <u>Severability</u>. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.
- 13. <u>Binding Effect</u>. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.
- **14.** Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.
- **15.** <u>Amendments.</u> Amendments to and waivers of the provisions contained in this Easement Agreement May be made only by an instrument in writing which is executed by both Parties hereto.
- **16.** Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.
- 17. <u>Counterparts</u>. This instrument May be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, May be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company
By:Name:Address:	By: CALBEN (FLORIDA) CORPORATION, a Florida corporation, its Manager
By:	By: Cliff Nelson Its: Vice President
online notarization, this day of A Corporation, on behalf of Mattamy Jacks	acknowledged before me by means of \Box physical presence or \Box April 2025, by Cliff Nelson as Vice President of Calben (Florida sonville, LLC, who appeared before me this day in person, and who duced as identification.
	NOTARY PUBLIC, STATE OF FLORIDA
(NOTARY SEAL)	Name:(Name of Notary Public, Printed, Stamped or Typed as Commissioned)
[Signat	tures continue on following page]

WITNESSES

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

By:Name:Address:	Name: Orville Richard Smith, III (D.J.)
By:Name:Address:	
STATE OFCOUNTY OF	
online notarization, this day of A Edge III Community Development Dist to Chapter 190, Florida Statutes, on be	acknowledged before me by means of \square physical presence or \square April 2025, by Orville Richard Smith, III, as Chairman of the Rivers trict, a local unit of special-purpose government established pursuant chalf of said entity, who appeared before me this day in person, and or produced as identification.
(NOTARY SEAL)	NOTARY PUBLIC, STATE OF FLORIDA Name:
	(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.



RIVERS EDGE III
COMMUNITY DEVELOPMENT DISTRICT
ST. JOHN'S COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors Rivers Edge III Community Development District St. John's County, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Rivers Edge III Community Development District, St. John's County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to
 fraud or error, and design and perform audit procedures responsive to those risks. Such procedures
 include examining, on a test basis, evidence regarding the amounts and disclosures in the financial
 statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that
 raise substantial doubt about the District's ability to continue as a going concern for a reasonable
 period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 11, 2025, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Rivers Edge III Community Development District, St. John's County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$434,070).
- The change in the District's total net position was (\$341,637), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$1,723,515, an increase of \$1,241,493 in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, non-spendable for prepaids and the remainder is unassigned deficit fund balance in the general fund.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions and assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management), maintenance and recreation functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental funds with similar information presented for governmental funds with similar information presented for governmental funds statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

NET POSITION SEPTEMBER 30,

	 2024	2023
Assets, excluding capital assets	\$ 1,982,166	\$ 627,136
Capital assets, net of depreciation	17,357,313	9,126,599
Total assets	 19,339,479	9,753,735
Liabilities, excluding long-term liabilities	612,685	287,252
Long-term liabilities	19,160,864	9,558,916
Total liabilities	 19,773,549	9,846,168
Net Position		
Net investment in capital assets	(1,803,551)	(432,317)
Restricted	1,398,534	339,884
Unrestricted	(29,053)	
Total net position	\$ (434,070)	\$ (92,433)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations exceeded program revenues.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION FOR THE FISCAL YEAR ENDED SEPTEMBER 30,

TOR THE FIGURE TEAR ENDED	 2024	2023	
Revenues:			
Program revenues			
Charges for services	\$ 1,086,474	\$	919,005
Operating grants and contributions	1,116,327		892,356
Capital grants and contributions	15,815		140
General revenues			
Unrestricted investment earnings	2,088		6,059
Total revenues	2,220,704		1,817,560
Expenses:			
General government	104,704		105,208
Maintenance and operations	944,989		652,334
Culture and recreation	550,249		495,845
Interest on long-term debt	549,974		342,342
Bond issue costs	 412,425		
Total expenses	2,562,341		1,595,729
Change in net position	 (341,637)		221,831
Net position - beginning	 (92,433)		(314,264)
Net position - ending	\$ (434,070)	\$	(92,433)

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$2,562,341. The costs of the District's activities were primarily funded by program revenues. Program revenues are comprised primarily of Developer contributions and assessments. The remainder of the current fiscal year revenue includes interest revenue. The increase in program revenue is a result of the increase in assessments and Developer contributions as expenses increased. The increase in current fiscal year expenses is primarily the result of an increase in maintenance costs and bond issuance costs.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024 was amended to increase appropriations by \$30,000.

GENERAL BUDGETING HIGHLIGHTS (Continued)

Capital Assets

At September 30, 2024, the District had \$17,357,313 invested in capital assets for its governmental activities. No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2024, the District had \$19,080,000 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

It is expected that the general operations of the District will increase as the District is built out.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Rivers Edge III Community Development District's Finance Department at 475 West Town Place, Suite 114, St. Augustine, Florida, 32092.

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA STATEMENT OF NET POSITION SEPTEMBER 30, 2024

	Governmental Activities
ASSETS	
Cash	\$ 38,926
Investments	6,626
Assessments receivable	8,356
Due from Developer	200,000
Deposits and prepaids	3,738
Restricted assets:	
Investments	1,724,520
Capital assets:	
Nondepreciable	17,357,313
Total assets	19,339,479
LIABILITIES	
Accounts payable	258,651
Accrued interest payable	354,034
Non-current liabilities:	334,034
Due within one year	215,000
Due in more than one year	18,945,864
Total liabilities	19,773,549
rotal habilities	13,773,043
NET POSITION	
Net investment in capital assets	(1,803,551)
Restricted for debt service	1,347,088
Restricted for capital projects	51,446
Unrestricted	(29,053)
Total net position	\$ (434,070)

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

									Net (Expense)	
									Revenue and	
									Changes in Ne	t
				Р	rogra	m Revenue	es		Position	
				Charges	Op	perating	(Capital		
				for	Gra	ants and	Gra	ants and	Governmental	
Functions/Programs	E	xpenses	5	Services	Con	tributions	Con	tributions	Activities	
Primary government:										
Governmental activities:										
General government	\$	104,704	\$	530,335	\$	-	\$	-	425,631	l
Maintenance and operations		944,989		-		944,989		15,815	15,815	5
Culture and recreation		550,249		-		123,469		-	(426,780))
Interest on long-term debt		549,974		556,139		47,869		-	54,034	ł
Bond issue costs		412,425		-		-		-	(412,425	5)
Total governmental activities		2,562,341		1,086,474	1	,116,327		15,815	(343,725	<u>5)</u>
	Conc	ral revenues								
		restricted in		nont oarnin	ac				2,088	2
		otal general			ys				2,088	_
		•							(341,637	
		ige in net po osition - beg							(92,433	,
		osition - beg	-	ilg					\$ (434,070	_
	i vet þ	OSIGOII - CIIC	an ig						ψ (434,070	<u>')</u>

See notes to the financial statements

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2024

			Total				
		Debt	(Capital	_ Governmental		
	 General	Service		Projects		Funds	
ASSETS							
Cash	\$ 8,934	\$ -	\$	29,992	\$	38,926	
Investments	6,626	1,697,715		26,805		1,731,146	
Assessments receivable	4,949	3,407		-		8,356	
Due from Developer	200,000	-		-		200,000	
Due from other funds	5,351	-		-		5,351	
Deposits and prepaids	 3,738	-		-		3,738	
Total assets	\$ 229,598	1,701,122		56,797	\$	1,987,517	
LIABILITIES AND FUND BALANCES Liabilities: Accounts payable Due to other funds Total liabilities	\$ 258,651 - 258,651	\$ - - -	\$	- 5,351 5,351	\$	258,651 5,351 264,002	
Fund balances:							
Nonspendable:							
Deposits and prepaids	3,738	-		-		3,738	
Restricted for:							
Debt service	-	1,701,122		-		1,701,122	
Capital projects	-	-		51,446		51,446	
Unassigned	 (32,791)	-		-		(32,791)	
Total fund balances	 (29,053)	1,701,122		51,446		1,723,515	
Total liabilities and fund balances	\$ 229,598	\$ 1,701,122	\$	56,797	\$	1,987,517	

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION FOR SEPTEMBER 30, 2024

Fund balance - governmental funds		\$	1,723,515
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole. Cost of capital assets	17,357,313		
Accumulated depreciation	-		17,357,313
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.			
Accrued interest payable	(354,034)		
Bonds payable	(19,160,864)	(19,514,898)
Net position of governmental activities		\$	(434,070)

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

			Ma	ajor Funds				Total
				Debt		Capital	G	overnmental
		General		Service	F	Projects		Funds
REVENUES								
Assessments	\$	530,335	\$	556,139	\$	-	\$	1,086,474
Developer contributions		1,068,458		-		-		1,068,458
Interest		2,088		47,869		15,815		65,772
Total revenues		1,600,881		604,008		15,815		2,220,704
EXPENDITURES								
Current:								
General government		104,646		-		58		104,704
Maintenance and operations	944,989			-		-		944,989
Culture and recreation	550,249			-		-		550,249
Debt Service:								
Principal		-		210,000		-		210,000
Interest		-		341,130		-		341,130
Bond issue costs		-		-		412,425		412,425
Capital outlay		-		-		8,230,714		8,230,714
Total expenditures		1,599,884		551,130		8,643,197		10,794,211
Excess (deficiency) of revenues								
over (under) expenditures		997		52,878	(8,627,382)		(8,573,507)
OTHER FINANCING SOURCES (USES)								
Interfund transfer in		-		_		30,050		30,050
Interfund transfer (out)		(30,050)		-		-		(30,050)
Bond issuance		-		1,168,252		8,646,748		9,815,000
Total other financing sources (uses)		(30,050)		1,168,252		8,676,798		9,815,000
Net change in fund balances		(29,053)		1,221,130		49,416		1,241,493
Fund balances - beginning		-		479,992		2,030		482,022
Fund balances - ending	\$	(29,053)	\$	1,701,122	\$	51,446	\$	1,723,515

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances - total governmental funds	\$ 1,241,493
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	8,230,714
Governmental funds report the face amount of Bonds issued as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(9,815,000)
Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities.	210,000
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	(211,896)
Amortization of Bond premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	3,052
Change in net position of governmental activities	\$ (341,637)

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Rivers Edge III Community Development District ("District") was created by Ordinance 2020-07 of the County Commission of St. Johns County, Florida enacted on March 3, 2020, and effective on March 5, 2020 and established pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2024 one of the Board seats is vacant and the remaining seats are held by affiliates of Mattamy Jacksonville, LLC the ("Developer").

The Board has the responsibility for:

- 1. Assessing and levying assessments.
- 2. Approving budgets.
- Exercising control over facilities and properties.
- 4. Controlling the use of funds generated by the District.
- 5. Approving the hiring and firing of key personnel.
- 6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on certain land and all platted lots within the District. Operation and maintenance assessments are levied each September 1 on property of record as of the previous January. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency:
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, unspent Bond proceeds are required to be held in investments as specified in the Bond Indentures.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital assets are under construction.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are reported as an expense in the year incurred.

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations (Continued)

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

<u>Committed fund balance</u> – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

<u>Assigned fund balance</u> – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 - DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2024:

	_Am	ortized cost	Credit Risk	Maturities			
First American Government Obligations				Weighted average of the fund			
Fund - Class Z	\$	1,724,520	S&P AAAm	portfolio: 31 days			
US Bank Money Market		5,460	N/A	N/A			
Investment in Local Government Surplus				Weighted average of the fund			
Funds Trust Fund (Florida PRIME)		1,166	S&P AAAm	portfolio: 39 days			
	\$	1,731,146					

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs other than quoted market prices are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

		Beginning				Ending
		Balance	Additions	Red	uctions	Balance
Governmental activities						
Capital assets, not being depreciated						
Infrastructure in progress	\$	9,126,599	\$ 8,230,714	\$	-	\$ 17,357,313
Total capital assets, not being depreciated		9,126,599	8,230,714		-	17,357,313
Governmental activities capital assets, net	\$	9,126,599	\$ 8,230,714	\$	-	\$ 17,357,313

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$46.8 million. The infrastructure will include drainage and stormwater management, roads, landscaping, and recreational facilities. Upon completion, the roads are to be conveyed to other entities for ownership and maintenance. In the prior fiscal year the District issued the Series 2021 Bonds in order to finance the cost of infrastructure improvements associated with Phase 1 of the project. It is estimated that the District will issue additional Bonds in order to fund master infrastructure within the Capital Improvement Plan. In connection with the issuance of the Series 2021 Bonds, the District and the Developer entered into an agreement pursuant to which the Developer agreed to provide funds to complete the Capital Improvement Plan to the extent that proceeds of the Series 2021 Bonds and any other debt of the District are insufficient therefor. During the current fiscal year, the District paid \$8,230,714 to the Developer for the acquisition of infrastructure improvements.

NOTE 6 – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2024 were as follows:

Fund	Tra	nsfers in	Transfers out			
General	\$	-	\$	30,050		
Capital projects		30,050				
	\$	30,050	\$	30,050		

Transfers are used to move revenues from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the general fund to the capital projects fund were made to establish the capital reserve account,

NOTE 7 – LONG-TERM LIABILITIES

Series 2021

On April 7, 2021, the District issued \$9,880,000 of Capital Improvement Revenue Bonds, Series 2021 consisting of Term Bonds due ranging from May 1, 2026 to May 1, 2051 and fixed interest rates ranging from 2.4% to 4%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

The Series 2021 Bonds are subject to optional redemption, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts, and the redemption prices more fully described in the Redemption Provision as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the debt service reserve requirement at September 30, 2024.

Series 2024

On May 17, 2024, the District issued \$9,815,000 of Capital Improvement Revenue Bonds, Series 2024 consisting of Term Bonds due ranging from May 1, 2031 to May 1, 2055 and fixed interest rates ranging from 4.8% to 5.95%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2026 through May 1, 2055.

The Series 2024 Bonds are subject to optional redemption, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts, and the redemption prices more fully described in the Redemption Provision as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the debt service reserve requirement at September 30, 2024.

NOTE 7 – LONG-TERM LIABILITIES (Continued)

Changes in long-term liability activity for the fiscal year ended September 30, 2024 were as follows:

	ı	Beginning Balance	Additions Reductions		Ending Balance	Due Within One Year		
Governmental activities								
Bonds payable:								
Series 2021	\$	9,475,000	\$	-	\$ 210,000	\$ 9,265,000	\$	215,000
Plus: original issue premium		83,916		-	3,052	80,864		-
Series 2024		-		9,815,000	-	9,815,000		_
Total	\$	9,558,916	\$	9,815,000	\$ 213,052	\$ 19,160,864	\$	215,000

At September 30, 2024, the scheduled debt service requirements on the long-term debt were as follows:

Year ending	 Go	overn	mental Activiti	ies	
September 30:	Principal		Interest		Total
2025	\$ 215,000	\$	874,735	\$	1,089,735
2026	350,000		894,628		1,244,628
2027	365,000		883,108		1,248,108
2028	380,000		869,638		1,249,638
2029	395,000		855,628		1,250,628
2030-2034	2,220,000		4,038,706		6,258,706
2035-2039	2,755,000		3,514,574		6,269,574
2040-2044	3,450,000		2,837,856		6,287,856
2045-2049	4,395,000		1,924,376		6,319,376
2050-2054	3,880,000		788,710		4,668,710
2055	 675,000		40,162		715,162
Total	\$ 19,080,000	\$	17,522,121	\$	36,602,121

NOTE 8 – DEVELOPER TRANSACTIONS

the Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contribution revenue reflected in the general fund or the current fiscal year was \$1,068,458.

NOTE 9 - CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

NOTE 10 - MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE 11 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims during the past three years.

NOTE 12 - COST SHARE AGREEMENT

The District is a party to a cost sharing agreement with Rivers Edge Community Development District ("Rivers Edge") and Rivers Edge II Community Developer Districts ("Rivers Edge II") whereby all three Districts are to share various maintenance and amenity center related costs. During the current year the District recognized \$458,296 of expenses associated with the cost share agreement.

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	 Budgeted A	Amou	unts Final	-	Actual Amounts	Fin	riance with al Budget - Positive Negative)
REVENUES	 - J						<u> </u>
Assessments	\$ 359,900	\$	359,900	\$	530,335	\$	170,435
Developer contributions	1,234,555		1,234,555		1,068,458		(166,097)
Interest	15,000		15,000		2,088		(12,912)
Total revenues	1,609,455		1,609,455		1,600,881		(8,574)
EXPENDITURES Current:							
General government	96,351		126,351		104,646		21,705
Maintenance and operations	730,420		730,420		944,989		(214,569)
Culture and recreation	 739,185		739,185		550,249		188,936
Total expenditures	 1,565,956		1,595,956		1,599,884		(3,928)
Excess (deficiency) of revenues over (under) expenditures	43,499		13,499		997		(12,502)
OTHER FINANCING SOURCES							
Transfer in (out)	 -		-		(30,050)		(30,050)
Total other financing sources	 -		-		(30,050)		(30,050)
Net change in fund balance	\$ 43,499	\$	13,499		(29,053)	\$	(42,552)
Fund balance - beginning					-		
Fund balance - ending				\$	(29,053)		

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. The general fund budget for the fiscal year ended September 30, 2024 was amended to increase appropriations by \$30,000.

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ST. JOHN'S COUNTY, FLORIDA OTHER INFORMATION – DATA ELEMENTS REQUIRED BY FL STATUTE 218.39(3)(C) FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024 UNAUDITED

Element Comments

Comments
0
11
\$0
\$894,890.35
Not applicable
See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Not applicable
Operations and maintenance - \$1,307.07 & \$1,742.75
Debt service - \$899.95 & \$1,199.94
\$1,086,474.00
see Note 7 for details



1001 Yamato Road • Suite 301 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors Rivers Edge III Community Development District St. John's County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Rivers Edge III Community Development District, St. John's County, Florida (the "District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated April 11, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

April 11, 2025



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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors
Rivers Edge III Community Development District
St. John's County, Florida

We have examined Rivers Edge III Community Development District, St. John's County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Rivers Edge III Community Development District, St. John's County, Florida and is not intended to be and should not be used by anyone other than these specified parties

April 11, 2025



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MANAGEMENT LETTER PURSUANT TO THE RULES OF THE AUDITOR GENERAL FOR THE STATE OF FLORIDA

To the Board of Supervisors Rivers Edge III Community Development District St. John's County, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Rivers Edge III Community Development District ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated April 11, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards; and Independent Auditor's Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 11, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- Current year findings and recommendations.
- II. Status of prior year findings and recommendations.
- III. Compliance with the Provisions of the Auditor General of the State of Florida.

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Rivers Edge III Community Development District, St. John's County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Rivers Edge III Community Development District, St. John's County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

April 11, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2023.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2024.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2024.

- 4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
- 5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
- 6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
- 7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.



A.

COST-SHARE STATUS COVER SHEET

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

Pr	Pond Maintenance Addendum - Pond 96 - RECDD III
1.	Is the cost for this work intended to be shared?
	Yes (Please proceed to question 2)
	☐ No, the entire cost will be paid by: [Choose One] (Please leave remainder of form blank)
2.	If yes, please check one of the following:
	☐ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are "Shared Costs", as defined in the <i>Interlocal Agreement</i> , and such Shared Costs are budgeted expenses in the current fiscal year budget.
	■ This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).
	[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting I	Party: Rive	ers Edge III	CDD
Request:		A Committee of the Comm	ntenance services for existing Improvements (i.e. enhancement of existing s). (Methodology Consultant must sign. Please attach party signature page.)
	□ Add	lition of new in	nprovements (Methodology Consultant and Engineer must sign)
			ental services or describe the additional improvements requested to be added. hify new or enhanced maintenance areas. Attach additional sheets if necessary:
Adding addition	onal pond se	ervices for Ponds	s 96
(Solitude Lake)		
Total Propos Compensation		\$ <u>852.00</u>	
Cost Share		\$270.25	Section 2
Calculation:		\$282.95	Rivers Edge Rivers Edge II
		\$298.80	Rivers Edge III
Methodology Consultant A			
		(Signature)	
		(Date)	
If requesting	addition o	f new improve	ements:
Engineer Approval:			
		(Signature)	
		(Date)	

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

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

By:
☐ Chair ☐ Vice-Chair, Board of Supervisor
Date:
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
By: Chair □ Vice-Chair, Board of Supervisor
Date:
RIVERS EDGE III CDD
By: ☐ Chair ☐ Vice-Chair, Board of Supervisor
Date:



AMENDMENT TO ANNUAL SERVICES AGREEMENT

PROPERTY NAME: Rivers Edge III CDD (20143)
CUSTOMER NAME: Rivers Edge III CDD (20143)

SERVICE DESCRIPTION: Monthly Maintenance of One (1) Additional Pond (Pond 96) at Rivers

Edge III CDD in St. Johns, FL 32259.

EFFECTIVE DATE: The 1st of the month following acceptance by the Customer

SUBMITTED TO: Kevin McKendree, Field Operations Manager - kmckendree@vestapropertyservices.com

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

This Amendment to the Annual Services Agreement (the "Amendment") is dated as of this <u>27</u> day of <u>January</u>, <u>2025</u>, by and between the Customer identified above ("Customer"), and SOLitude Lake Management, LLC ("SOLitude" or "Company"). By executing this Amendment, Customer and SOLitude agree to make certain amendments to the Annual Services Agreement executed between the parties on the 1st Day of November, 2023 (the "Services Agreement") as further described herein.

- 1. <u>SERVICES</u>. The Services to remain the same.
- 2. <u>PAYMENT TERMS</u>. The Amendment Price is **\$852.00**. SOLitude shall invoice Customer **\$71.00 per month** for the Services to be provided under this Amendment. The price indicated in this Amendment shall be billed in addition to the regular monthly contract invoice amount.

3. MISCELLANEOUS.

- a. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Services Agreement.
- b. The remainder of the Services Agreement shall be and remain in full force and effect and unmodified, except as the same is specifically modified or amended hereby. All covenants, terms, obligations and conditions of the Agreement which are not modified or amended herein are hereby ratified and confirmed.
- c. This Amendment may be executed in multiple counterparts by the parties, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
- d. The parties acknowledge and agree that this Amendment may be executed or accepted using electronic or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative.

By signing below, the Parties agree to be bound by the terms and conditions of this Amendment and any accompanying exhibits as of the Amendment Effective Date.



SOLitude Lake Management, LLC 1253 Jensen Drive, Suite 103 Virginia Beach, VA 23451	
Please Mail All Notices and Agreements to:	
SOLitude Lake Management, LLC 1320 Brookwood Drive Suite H Little Rock AR 72202	
Please Remit All Payments to:	Customer's Address for Notice Purposes:
Date:	Date:
Title:	Title:
Name:	уате:
Signature:	Signature:
SOLITUDE LAKE MANAGEMENT, LLC.	Kivers Edge III CDD (20143)
ACCEPTED AND APPROVED:	



SCHEDULE A - SERVICES ANNUAL POND MANAGEMENT SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the Pond two times per month.

Monitoring: Pond 96

- A SŌLitude Biologist will visit the site and inspect the pond 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.
- 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 7

Aquatic Weed Control: Pond 96

- Pond 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.
- aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation inspection shall be treated and controlled through the application of aquatic herbicides and Any growth of undesirable aquatic weeds and vegetation found in the pond with each found in the pond at the time of application. \ddot{c}
- designed to allow for selective control of unwanted species while allowing for desirable species herbicides at the rate appropriate for control of the target species. Application rates will be 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 of submersed and emergent wetland plants to prosper. ω.

Shoreline Weed Control: Pond 96

- 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.
- pond areas shall be treated and controlled through the application of aquatic herbicides and Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the aquatic surfactants as required for control of the plants present at time of application. \ddot{c}
- 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 Any growth of unwanted plants or weeds growing in areas where stone has been installed for at the time of application. ж.

Pond Alage Control: Pond 96

- Pond 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.
- application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of Any algae found in the pond with each inspection shall be treated and controlled through the the algae present at the time of service. $\ddot{\circ}$



Trash Removal: Pond 96

- and debris removal services are for the pond areas only, and do not include any trash or debris 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 Trash and light debris will be removed from the pond with each service and disposed off site. removal from the surrounding terrestrial (dry land) areas.
- 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 emoval; removal of 100% of lake trash during each cleanup is not guaranteed. $\ddot{\circ}$

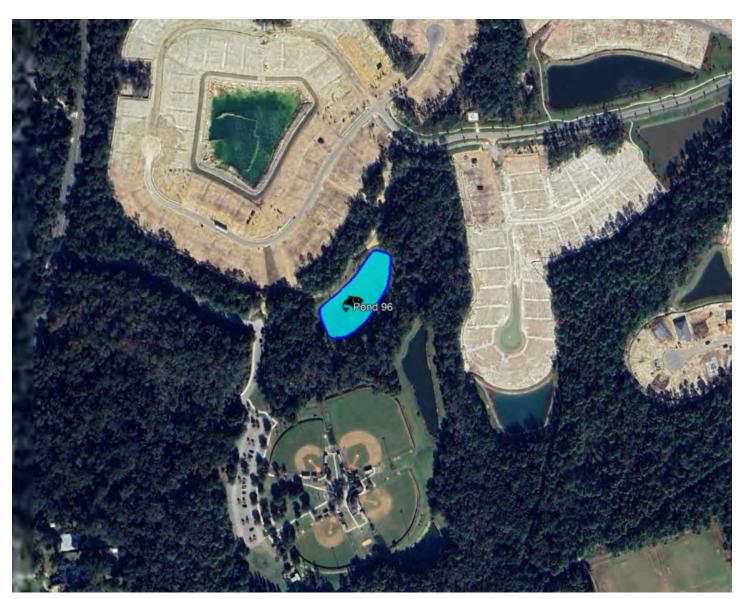
Service Reporting:

Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.

General Qualifications:

- Company is a licensed pesticide applicator in the state in which service is to be provided.
- Right of Way, and Turf/Ornamental as required in the state in which service is to be provided. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, \ddot{c}
- applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual herbicides, algaecides, adjuvants, and water quality enhancement products necessary to encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic properly treat our Customers' lakes and ponds as part of an overall integrated pest management program. ь Э
- appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a Company guarantees that all products used for treatment are EPA registered and labeled as manner consistent with their labeling. 4.
- algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES treatments are made. All staff will be fully trained to perform all applications in compliance with All pesticide applications made directly to the water or along the shoreline for the control of of the Company's legal regulatory requirements as set forth by the EPA and related state compliance standards as applicable in and determined by the specific state in which all federal, state, and local law. 5
- required to provide the foregoing at its expense. The application method and equipment (boat, Company will furnish the personnel, vehicles, boats, equipment, materials, and other items ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results. ý.





Rivers Edge III CDD - Pond 96



COST-SHARE STATUS COVER SHEET

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

Pr	Replacement of Umbrellas & Bases - RiverClub Pool
1.	Is the cost for this work intended to be shared?
	Yes (Please proceed to question 2)
	☐ No, the entire cost will be paid by: [Choose One] (Please leave remainder of form blank)
2.	If yes, please check one of the following:
	☐ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are "Shared Costs", as defined in the <i>Interlocal Agreement</i> , and such Shared Costs are budgeted expenses in the current fiscal year budget.
	■ This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).
	[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting l	Party: Riv	ers Edge II CDD
Request:		plemental maintenance services for existing Improvements (i.e. enhancement of existing rovement areas). (Methodology Consultant must sign. Please attach party signature page.)
	□ Add	lition of new improvements (Methodology Consultant and Engineer must sign)
	A Part of the Contract of the	be of supplemental services or describe the additional improvements requested to be added. at clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary
Replacement	t of 15 Umbr	ellas and Bases at the RiverClub Pool for the upcoming 2025 Summer Season.
Total Propos	sed	
Compensatio	on:	\$
Cost Share Calculation;		Rivers Edge Rivers Edge II Rivers Edge III
Methodolog Consultant A		(Signature)
		(Date)
If requesting	addition of	f new improvements:
Engineer Approval:		
		(Signature)
		(Date)

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

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

By:	
☐ Chair ☐ Vice-Chair, Board of Superv	isors
Date:	_
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT	
By: ☐ Chair ☐ Vice-Chair, Board of Superv	isors
Date:	
RIVERS EDGE III CDD	
By: ☐ Chair ☐ Vice-Chair, Board of Super	visors
Date:	



Date of request: **04/16/25**Submitted by: **Kevin McKendree**

<u>Umbrella and Base Replacements – RiverClub Pool:</u>

The umbrellas and bases at the RiverClub pool (15) need replacing for the upcoming 2025 summer season. The umbrellas have faded and are not functioning due to wear and tear with the outdoor conditions. The replacements are the same Sunbrella Fabric and color of the originals and aluminum umbrella bases for matching and aesthetic purposes.

Vendor	Warranty	Job Scope	Cost
Fiberbuilt	7 year – Fabric 3 year - Frame 3 year - Finish	15 - 9 ft Umbrellas & Aluminum bases. Lead time 3 – 4 weeks	\$14,895.92
Southern Breeze	7 year — Fabric 3 year - Frame 3 year - Finish	15 - 9 ft Umbrellas & Aluminum bases. Lead time 3 – 4 weeks	\$14,540.00

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





Shipping and Receiving FiberBuilt Umbrellas and Cushions, Inc. (954) 484-9139 2201 W. Atlantic Blvd. Pompano Beach FL 33069 (954) 484-9139 www.fiberbuiltumbrellas.com

Bill To

Kevin McKendree Rivers Edge CDD 2 904 679 5523 475 West Town Place Suite 114 Saint Augustine FL 32092

Ship To

Kevin McKendree RiverTown 904 679 5523 160 Riverglade Run Saint Johns FL 32259

Quote

Date 3/31/2025 Estimate # 16853Q

Expires 4/30/2025 **Sales Manager** Knapp, Paul

Sales Representative 42 Dawn Menendez
Subsidiary Parent Company

Shipping Instructions

Terms Prepaid

Shipping Instructions

Item	Qty	UOM	Description	Options	Special Instructions	Rate	Amount
9LPUA	15	EA	9Ft Oct Lucaya Umbrella (8) .5"dia Fiberglass Ribs Nylon hubs, joints, finials, & end-tips Manual push-up w/pin lift system 1-pc 1.5"dia Bright Aluminum Pole Single vent market-style canopy Sunbrella Marine Grade B fabric TBD			566.30	8,494.50
AB110WSLV- 2.0	15	EA	115 lb Aluminum Umbrella Base with wheels FILLED WITH CONCRETE 23" Dia x 18" Overall height Base sleeve with through bolt to secure umbrella Silver finish Fits 1.5" & 2" dia poles			331.10	4,966.50

 Subtotal
 13,461.00

 Shipping & Handling (FD3FRGHT)
 1,434.92

 Tax (FL_SAINT JOHNS CO 6.5%
 874.97

 Total
 \$15,770.89

Shipping estimate statement

The shipping estimate contained in this quote was made in good faith and is reflecting the ongoing shipping rates at the time of the estimate, however due to the current and volatile circumstances with logistics the actual shipping charges may be different than the above quoted. The final shipping charges on the invoice will reflect accordingly.



1128 Carmona Place, St. Augustine, FL 32092 Telephone: (904) 315-3933; (904) 315-3944

BILLING ADDRESS: RiverTown c/o Vesta Property Services 200 Business Park Circle, Ste. 101 St. Augustine, FL 32095

Purchaser's Signature / Printed Name

Quote: 2766 **Date:** 04/04/25

Quote Expires: 04/19/25

P	R	OJ	E	CT	:

9' - Flat Profile Umbrellas

SHIPPING ADDRESS:

RiverTown Amenity Center Kendall Crossing Drive St. Johns, FL 32259

PAYMENT TERMS: 100% PAYMENT DUE AT TIME OF ORDER

DESCRIPTION	STYLE	SIZE	FABRIC / FRAME	UNIT \$	QTY.	TOTAL \$
9' Flat Profile Umbrella, Octagon, Push Up & Pin Lift	Push Up & Pin	9'	Sunbrella Fabric / TBD	\$535.00	15	\$8,025.00
*These are the same umbrellas currently on your pool deck.						
Umbrella Base with Wheels, 100 lb., Premium Aluminum Shell, Concrete Filled, Aluminum	Premium Aluminum Shell	100 lbs.	Silver Mist	\$337.00	15	\$5,055.00
Freight Includes: Yes/No		Lead Time:		Product	Total	\$13,080.00
Call Prior to Delivery: Yes	1		ïme of Order. t has been recieved.	Freight \$		\$1,460.00
Lift Gate: Yes	Southern Breeze will me	et truck for	lelivery, offload, unwrap,	Tax Exempt		\$0.00
	and place all items on pool deck.			TOTAL		
Limited Access Delivery: No	ana piace	e all items on	pool deck.	TOT	AL	\$14,540.00
TERMS & CONDITIONS: All sales are final and of time of order. If not received, sales tax will be made payable to Southern Breeze Outdoor Fur handling charges may be applied, and not limit rescheduling changes of delivery date, time, or	can not be cancelled, returned applied. All orders are custo rnishings, LLC. All orders will l ted to, receipt services; reside r location.	d, or refunded m made to or be drop shipp ential, church	l. A resale tax certificate or to der & require 100% Payment ed to customer unless specifie or school deliveries; lift gates	ax exemption conduction of the	ertificate n Order. Che dditional fi very addres	nust be supplied at ecks should be reight and/or ss and/or
TERMS & CONDITIONS: All sales are final and of time of order. If not received, sales tax will be made payable to Southern Breeze Outdoor Fur handling charges may be applied, and not limit	can not be cancelled, returned applied. All orders are custo rnishings, LLC. All orders will l ted to, receipt services; reside r location.	d, or refunded m made to or be drop shipp ential, church	I. A resale tax certificate or to der & require 100% Payment ed to customer unless specifie or school deliveries; lift gates Southern Br	Due at Time of (ad otherwise. A); change in delivereeze Outdoor	ertificate n Order. Che dditional for very addres Furnishing	nust be supplied at ecks should be reight and/or as and/or
TERMS & CONDITIONS: All sales are final and of time of order. If not received, sales tax will be made payable to Southern Breeze Outdoor Fur handling charges may be applied, and not limit rescheduling changes of delivery date, time, or	can not be cancelled, returned applied. All orders are custo rnishings, LLC. All orders will I ted to, receipt services; resident r location. tities, pricing, terms & cond	d, or refunded m made to or be drop shipp ential, church	l. A resale tax certificate or to der & require 100% Payment ed to customer unless specifie or school deliveries; lift gates Southern Br	ax exemption conduction of the	ertificate n Order. Che dditional fi very addres Furnishing	nust be supplied at ecks should be reight and/or as and/or as, LLC

Date



Fiberbuilt Contempo Umbrella

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944





Premium Aluminum Shell Umbrella Bases

St. Augustine, Florida * www.southernbreezeof.com * (904) 315-3944

CONCRETE FILLED PREMIUM ALUMINUM SHELL WITH WHEELS. SUITABLE FOR BENEATH A TABLE WITH 8" STEM HEIGHT FREE-STANDING BASE WITH 18" STEM HEIGHT









Onyx

Desert Bronze

Carbon







Golden Oak



Heather Willow

- * IN TABLE USE AND FREE-STANDING USE
- * STEM HEIGHT: 8" (IN TABLE) OR 18" (FREE-STANDING)
- * TOTAL HEIGHT: 11.5" (BASE + 8" STEM) OR 21.5" (BASE + 18" STEM)
- * WARRANTY 1 YEAR COMMERCIAL
- * BASE DIAMETER: 24"; HEIGHT: 3.5"; WEIGHT: 100 LBS>

100 lb. In-Table Use (8" Stem) OR Free-Standing Use (18" Stem)

\$337.00 Silver Mist

\$469.00 (all colors)

C.

COST-SHARE STATUS COVER SHEET

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

Pr	oposal: Installation of Water Fountain - RiverHouse Gym
1.	Is the cost for this work intended to be shared?
	Yes (Please proceed to question 2)
	☐ No, the entire cost will be paid by: [Choose One] (Please leave remainder of form blank)
2.	If yes, please check one of the following:
	☐ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are "Shared Costs", as defined in the <i>Interlocal Agreement</i> , and such Shared Costs are budgeted expenses in the current fiscal year budget.
	■ This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).
	[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting I	Party: Rivers Edge CDD	-
Request:	Supplemental maintenance services for existing Improvements (i.e. improvement areas). (Methodology Consultant must sign. Please and areas).	
	☐ Addition of new improvements (Methodology Consultant and Engi	neer must sign)
	ify the scope of supplemental services or describe the additional improven ce maps that clearly identify new or enhanced maintenance areas. Attach a	
Installation of w	vater fountain and bottle filling station inside the RiverHouse Gym. Significant yearly cost savi	ing to the District.
Total Propos		
Compensatio	on: \$	
Cost Share Calculation:	Rivers Edge Rivers Edge II Rivers Edge III	
Methodology Consultant A	Approval:	
	(Signature)	
	(Date)	
If requesting	addition of new improvements:	
Engineer Approval:		
	(Signature)	
	(Date)	

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

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

By:	
☐ Chair ☐ Vice-Chair, Board of Su	pervisors
Date:	
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT	
By: ☐ Chair ☐ Vice-Chair, Board of Sup	pervisors
Date:	
RIVERS EDGE III CDD	
By: ☐ Chair ☐ Vice-Chair, Board of Su	pervisors
Date:	



Date of request: **04/16/25**Submitted by: **Kevin McKendree**

Installation of Water Fountain @ RiverHouse Gym:

For consideration of the installation of a water fountain and bottle filling station inside the RiverHouse Gym for long-term savings to the District. This would eliminate the necessity of Crystal Water providing the service with an average cost of \$631.08 per month for calendar year 2024, a yearly cost savings of approximately \$7,500.00. An 8-month breakeven on investment.

Vendor	Warranty	Job Scope	Cost
Affordable Plumbing	Pricing good for 30 days 5 year Manufacturer warranty 1 year parts & labor	Installation of Elkay Water Fountain & Bottle Filling Station	\$5,200.00
Rolland Reash Plumbing	Pricing good for 30 days 5 year Manufacturer warranty 1 year parts & labor	Installation of Elkay Water Cooler with built-in filter and bottle filler	\$10,175.00

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





Affordable Plumbing Company - CFC057228

ESTIMATE

Estimate #: SMP(e)-10106

Estimate Date: 02/21/2025

4565 SAINT AUGUSTINE RD Jacksonville, Florida 32207 Phone 9042889003

Vesta Property Services

Vesta Property Services

Phone: (904) 607-1038

Description

Estimate to provide and install a Elkay LZS8WSLK ezH2O Bottle Filling Station & Single ADA Cooler Filtered Refrigerated Light Gray at fitness center. We will remove pavers to install. Vesta to have others reinstall paver base and pavers. We will run water lines and a 2" drain line with studor vent and tie into bathroom sink drain.

Product Name	Description	Qty	Total Price
1.1 Commercial Plumbing Repair/s	Water cooler and installation	1	\$5,200.00
		Subtotal :	\$5,200.00
		Tax:	\$0.00
		Total :	\$5,200.00



RESIDENTIAL & COMMERCIAL

11606 Columbia Park Drive East Jacksonville, Florida 32258 **Phone 904-260-7059** Fax 904-260-0916 CFC057171

Attention: Rivertown c/o Rivers Edge March 11, 2025

E-mail: <u>kmckendree@vestapropertyservices.com</u>

Ph. # 607-1038

Location: 140 Landing St., St. Johns, Fl. 32259

Rolland Reash Plumbing proposes the following:

Supply labor & material to remove pavers across the breezeway, between the gym and the closest bathroom drainage piping, (behind the lavatory). Install new drainage line with 2" Sch. 40 PVC pipe and fittings. Install cold water supply line. Both will be routed to the inside wall of the gym for new fountain. Includes a wall access panel for the studor-vent (air admittance valve). Patch the wall openings to a paintable finish after testing plumbing rough-in. All work done per code and tested. Required plumbing permit included. Supply and install a wall hung, Elkay water cooler with built-in filter and bottle filler. Does not include any electrical work (if needed).

Note: Estimate does not include any finish wall repair, replacing pavers or tile work. If the drain from the lavatory is not deep enough and a pump system is required for the fountain drain, then the cost would increase by \$1,500.00.

Total Price: \$10,175.00 (with all discount	s) Pump system would be additional.
Signature of acceptance:	Date
All Prices are good for 30 days	

Joe Pesch /Rolland Reash Plumbing C # 904-420-9799 / 904-260-7059



Rivers Edge III Community Development District

FY2025 Funding Request #47 14-Apr-25

Vendor			Am	ount
1 Disclosure Services LLC				
Amort Sched SE2021 Prepay \$65K I	nv #1 01/	22/25	\$	250.0
2 Prime				
February Professional Services	(nv #54330 03	3/27/25	\$	391.1
3 Rivers Edge CDD				
CS Landscape April 2025 Inv #CS	S-2025-APR	04/07/25	\$	8,623,3
CS Amenity April 2025 Inv #CS	S-2025-APR	04/07/ 2 5	\$	12,987.3
CS 1/4 Prosser Engineer - Pickleball CT	's Inv# 041420	025 04/14/25	\$	6,962.2
4 Vesta				
Lifeguard Hours	Inv #425886	03/31/25	\$	4,359.7
April Services	Inv #425496	04/01/25	\$	31,742.3
5 Yellowstone Landscape Maintenance				
Hurricane Helene Emergency Cleanup	Inv #797632	11/04/24	\$	7,275.0
Add Zone Coverage The Vista	Inv #825697	12/26/24	\$	1,834.4
Dec Irrigation RPR 161 Palomar	Inv #825695	12/26/24	\$	128.0
Dec Irrig RPR Keystone Corner	Inv #825694	12/26/24	\$	135.0
Dec Irrig RPR 324 Silkgrass	Inv #825696	12/26/24	\$	680.0
Apr Landscape Maintenance	Inv #892248	04/01/25	\$	70,999.4
Total Amount Due			\$	146,367.9

-	Chairman/Vice Chairman	
Signature:		
	Secretary/Asst. Secretary	

Signature:

Rivers Edge III Community Development District

FY2025 Funding Request #48 14-Apr-25

Vendor	Amount	
1 Advanced Funding Request		
Quarterly Monthly Expenses	\$ 600,000.00	
Total Amount Due	\$ 600,000.0	
Signature:		
Chairman/Vice Chairman		
Signature:		





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

Address: 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
797632	11/4/2024
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape PO Box 101017 Atlanta, GA 30392-1017

7 tildina, 67 (6662 1617

Invoice Due Date: December 4, 2024

Invoice Amount: \$7,275.00

Des	ription	Current Amount
		AND REAL PROPERTY AND ADDRESS OF THE PARTY AND

Hurricane Helene Emergency Clean Up

Hurricane Prep/Clean-up

\$7,275.00

Invoice Total \$7,275.00

IN COMMERCIAL LANDSCAPING

Approved RECDD III Submitted to AP on 4.9.2025 by Jason Davidson

ason Davidson

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