Rivers Edge III
Community Development District

November 18, 2026

AGENDA

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

November 11, 2026

Board of Supervisors
Rivers Edge III Community Development District

Dear Board Members:

The Rivers Edge III Community Development District Board of Supervisors Meeting is scheduled to be held on **Wednesday, November 18, 2026 at 11:00 a.m. at the RiverClub, 160 Riverglade Run, St. Johns, Florida 32259.**
Following is the agenda for the meeting:

I. Call to Order

II. Public Comment

III. Organizational Matters
   A. Oath of Office for Newly Elected Supervisors

   B. Consideration of Resolution 2027-02, Canvassing and Certifying the Results of the Landowner's Election

   C. Consideration of Appointing a New Supervisor to Seat 2

   D. Oath of Office for Newly Appointed Supervisor

   E. Consideration of Resolution 2027-03, Designating Officers

IV. Approval of Consent Agenda
   A. Minutes
      1. October 21, 2026 Board of Supervisors Meeting

      2. November 4, 2026 Landowner's Election

   B. Financial Statements as of September 30, 2026

   C. Check Register

   D. Ratification of Funding Request #54

V. Staff Reports
   A. Landscape Maintenance – Report

   B. District Engineer

   C. District Counsel – Update on JEA Reimbursement Request

   D. District Manager

   E. General Manager – Monthly Operations and Pond Reports

VI. Discussion on St. Johns Enrichment

VII. Discussion of Flock Agreement

VIII. Discussion of RiverTown Lacrosse License Agreement

IX. Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure; Consideration of Resolution 2027-04

X. Consideration of Resolution 2027-05, Amending the Fiscal Year 2026 Budget

XI. Cost Share Requests
   A. RiverFront Park Pier Repair

   B. Stormwater Needs Analysis

   C. Replacement of RiverHouse Light Fixtures and Ceiling Fans

XII. Supervisor Requests

XIII. Audience Comments

XIV. Next Scheduled Meeting – December 16, 2026 at 11:00 a.m. at the River House

XV. 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.

THIRD ORDER OF BUSINESS

B.

RESOLUTION 2027-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desires to canvas the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

SEAT #	SUPERVISOR NAME	NUMBER OF VOTES
5	D.J. Smith	443

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following terms of office:

SEAT #	SUPERVISOR NAME	TERM
5	D.J. Smith	4 Years

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of November, 2026.

ATTEST**:**

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson/Vice Chairperson,
Board of Supervisors

C.

From: **The Dixons** dixon@dxnfam.com
Subject: Candidacy for Rivers Edge III CDD Board Seat 2
Date: October 22, 2026 at 12:17 PM
To: chogge@gmsnf.com
Cc: Corbin deNagy cdenagy@gmsnf.com

Dear Courtney,

As I announced at the October 21 meeting, I'd like to formally submit my candidacy for the Rivers Edge III CDD Board Seat 2 appointment opening in November. My resume is attached.

Thank you for all the work you do supporting the district. My goal in serving is to be a partner to the board and to Mattamy as the district moves toward full resident governance, and to help build a long-term foundation of fiscal responsibility through careful capital planning, realistic cost projections, and clear communication with residents. I'd bring my professional experience managing more than $10M in annual technology costs, a $4M capital budget, and facilities nationwide to that work.

Could you please make sure my candidacy is included for the board's consideration, and let me know if there are any forms, deadlines, or next steps I should complete?

Thank you for your help.

Respectfully,

Ryan Dixon
Rivers Edge III resident, RiverTown

Ryan Dixon - Resume for CDD3 Seat 2.docx
7 KB

Ryan Dixon - Resume for CDD3 Seat 2.pdf
54 KB

Ryan Dixon

Candidate, Rivers Edge III Community Development District (CDD3) Board, Seat 2

RiverTown resident · Saint Johns, FL · U.S. Army combat veteran · Senior Director, Enterprise Technology Operations

ryan@dxnfam.com · (310) 200-3873

Summary

Senior technology and operations executive who manages more than $10M in annual technology costs, a $4M annual capital budget, global office facilities, and 30 sportsbook locations nationwide in one of the most heavily regulated industries in the country. I've spent more than 12 years building teams, negotiating vendor contracts, and delivering projects on time and on budget, and I'm a recognized leader in enterprise AI, taking organizations into the modern agentic workplace. I want to bring the same financial discipline, operational oversight, and transparency to the Rivers Edge III CDD on behalf of the residents who fund it.

Qualifications for the CDD Board

- **Budget management:** I manage more than $10M in annual technology operating costs and a $4M annual capital budget. That covers forecasting, variance tracking, and making the case for every dollar to executive leadership, the same split between operating and capital spending that a CDD budget has.
- **Facilities management:** I oversee global corporate offices and 30 sportsbooks nationwide, covering build-outs, maintenance, uptime, and day-to-day operations.
- **Asset and logistics management:** I run hardware logistics for every internal system, laptop, mobile device, and office AV and conferencing setup across the company. It's the same kind of asset planning a CDD needs for its amenities and equipment.
- **Vendor and contract oversight:** I select, negotiate with, and hold accountable the vendors and service providers behind those facilities and budgets.
- **Regulatory compliance and transparency:** I work every day under strict state gaming regulations, audits, and controls, which carries over directly to Florida's Sunshine Law and public-records obligations.
- **Leadership:** I lead a high-performing global team spanning four continents, with staff in the United States, the United Kingdom, Porto, Cluj, and Australia. I learned to lead as a Communications Chief in the U.S. Army's 2nd Ranger Battalion.
- **Technology advancement:** I lead enterprise AI adoption and agentic-workplace transformation, and I bring a modern, efficient approach to how the district communicates with residents and runs its operations.

Professional Experience

FanDuel, 2018 to present

Enterprise Technology Operations Senior Director, May 2025 to present (Florida, remote)

- Manage more than $10M in annual technology costs and $4M in annual capital spending, covering planning, forecasting, procurement, and spend accountability.
- Run hardware logistics for all internal systems, laptops, mobile devices, and office AV and conferencing equipment, from purchase through deployment.
- Oversee technology operations for global offices and 30 sportsbook locations nationwide, keeping them reliable, secure, and compliant.
- Lead the company's move to enterprise AI and the modern agentic workplace, putting AI tools and automation to work so teams get more done at lower cost.
- Lead a global team spanning the United States, the United Kingdom, Porto, Cluj, and Australia, along with the vendor partnerships that support it, with clear performance and cost expectations.

Enterprise IT Senior Director, Aug 2021 to May 2025 (Los Angeles, CA)

- Directed enterprise IT for a fast-growing national company, including large infrastructure migrations and new platform rollouts.
- Scaled IT support and facilities technology to new offices and retail sportsbook locations as the company expanded into new states.

IT Director, Jan 2020 to Aug 2021 · **Senior Enterprise IT Manager**, Jan 2019 to Jan 2020 · **IT Manager of Workplace and Retail**, Jan 2018 to Jan 2019 (Los Angeles, CA)

- Rose from managing workplace and retail technology to directing enterprise IT, taking on more budget, sites, and staff at each step.
- Owned incident management and service delivery for offices and retail locations.

TVG Network / Betfair US, 2014 to 2018

Technical Service Delivery Manager, Jan 2017 to Jun 2018 · **Systems Engineer**, Jan 2014 to Jan 2017 (Los Angeles, CA)

- Managed technical service delivery and systems for a national horse-racing wagering network in a regulated environment.

U.S. Army, 2nd Ranger Battalion, 2008 to 2012

Communications Chief (Fort Lewis, WA)

- Combat veteran with three deployments (one to Iraq, two to Afghanistan). Led communications operations for an elite special operations unit, where readiness, accountability, and attention to detail were non-negotiable.

Education

- **Bachelor's degree, Management Information Systems**, California State University, Northridge, 2015
- **A.S., Accounting**, College of the Canyons, 2013

My Commitment to RiverTown

- **Working toward a self-funding district:** steadily move the district toward living within its means. That starts with projecting the true cost of what we own and operate, and planning spending years ahead so residents see fewer surprise assessments. It won't happen overnight. Where we can't afford everything today, I'm willing to have the hard conversations about priorities and to plan honestly for future costs.
- **Fair share of costs:** make sure all RiverTown residents pay only their fair share of district costs and amenity fees, with budgets that can be read and understood.
- **Partnership through the transition:** work in close partnership with Mattamy Homes to make sure we do what's best for RiverTown and St. Johns County as the district transitions to a fully resident-run CDD.
- **Transparency:** run all board communication through dedicated, public-record channels, consistent with Florida's Sunshine Law.
- **Accountability for amenities:** protect resident-funded facilities, including how they are used by non-residents.
- **Showing up:** I already attend RiverTown CDD meetings regularly and will keep residents informed about what is decided and why.

Valerie DeSorbo

257 Dahlia Falls Drive – St. Johns, FL 32259
518-928-8298; vdesorbo77@gmail.com

Executive Profile

A highly motivated, confident manager with exceptional multi-tasking and organizational skills. Experienced managing multiple organizations from many different aspects of the supply chain continuum offering a broad expertise in account management, inventory management, productivity, supplier management, and customer relations. Strategies have consistently and successfully delivered a positive impact of total cost revenue generation and profitability.

Skill Highlights

Process Management	Issue Resolution	Relationship development
National Account Management	Product Distribution	Contract Negotiation
Self-motivated	Product Management	New Business Development
Training and Development		Product Commercialization

Professional Experience

I am a Business Development Executive exhibiting success in leadership roles across the quick-service restaurant (QSR) and food service industries with extensive experience gained through working with twenty of the top 50 accounts in the QSR industry establishing strategic relationships/partnerships with market leaders. My expertise also includes general management, food service operations, culture building, incentive programs, territory growth, and distribution networks.

I'm respected for being an excellent communicator and negotiator skilled in identifying customer needs and opportunities through a consultative approach.

Specialties include: Dramatic Growth | Large-Scale Transitions | New Product Launch | Industry Consultant | Servant Leader | Problem Solver | Clear Communicator | Solution Selling | Operational Excellence | Continuous Improvement | Go-To-Market Strategies | Strategic Alliances | Mentoring | Coaching | Multisite Operations | Product Marketing | Product Distribution | Branding Solutions | Vendor Relations | New Business Development | Quick-Service Restaurant | Product Commercialization | Process Management | Issue Resolution | Training and Development

Director National Accounts, 2021 to 2023 – Califia Farms, Los Angeles, CA

- Responsible for the development of the national account channel
- Developed a go-to-market strategy
- Worked on shake/soft serve innovation and marketing strategy
- Established relationships in the top 50 QSR/Fast Casual chains
- Generated $20M of incremental sales

National Account Manager, 2016 to 2020 – ARYZTA, Chicago, IL

- HQ Responsibility for National Chains across the United States and Canada. Sample customers included: Sonic, Dairy Queen, Bravo Brio, Steak n Shake, Jason's Deli, etc.
- Highest preforming NAM in FY19 by increasing my business revenue 19%
- Developed laminated dough pipeline for the Sonic account to support a new sandwich LTO, $2M+ opportunity
- Increased revenue by $1.5M in FY 19 at Steak n Shake by implementation of a national cookie program
- Sold and led the commercialization of a new LTO with Dairy Queen generating over $1.5M in FY19

Marketing Manager, 2005 to 2016 – ARYZTA, Chicago, IL

- Managed execution of National chains across the United States and Canada. Customers included: McDonald's, YUM Brands and Burger King
- Directed the successful roll-out of both the KFC and Burger King cookie program, increasing revenue $5M
- Managed all franchisee trade shows and conventions for McDonald's, YUM Brands and Burger King
- Conducted restaurant compliance audits for both the KFC and McDonald's locations
- Trained new employees on account management, impactful customer and restaurant quality visits

Membership/Marketing Director, 2000 to 2003 – Capital District YMCA, Albany, NY

- Conducted monthly team process training
- Delivered board of director presentations
- Developed and maintained client in-need scholarship program

Owner/President, 1991 to 2000 – Valor Consulting, Albany, NY

- Conducted executive level software training workshops
- Developed custom programs using the Microsoft family of programs to maximize productivity within fortune 500 companies to include: Key Bank, Schenectady International, GE, and Albany International

Education

- **Grand Canyon University**
  Master's Degree: Leadership
- **Purdue University**
  Bachelors of Science: Business Administration/HR Management

Professional Affiliations

Mentor, SCORE (SBA Resource)
Member, WFF - Women in Food Service Forum

E.

RESOLUTION 2027-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Rivers Edge III Community Development District:

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. _____ is appointed Secretary and Treasurer.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Treasurer.

_____ is appointed Assistant Treasurer.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18TH DAY OF NOVEMBER, 2026.

ATTEST

_____
Secretary/Assistant Secretary

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

_____
Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

A.

1.

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, October 21, 2026 at 11:27 a.m. at the River Club Amenity Center, 160 Riverglade Run, St. Johns, Florida.

Present and constituting a quorum were:

Jason Thomas	Vice Chairman
Jarrett O'Leary	Supervisor
Stacey Robertson	Supervisor

Also present were:

Corbin deNagy	District Manager
Lauren Gentry *by phone*	District Counsel
Mary Grace Henley	District Counsel
Jeff Mason	District Engineer
Richard Losco	General Manager
Kevin McKendree	Field Operations Manager
Kimberly Fatuch	Assistant General Manager
Ken Council	Vesta Property Services
Jason Davidson	Regional General Manager
Mike Scuncio	Yellowstone Landscape
Several Residents	

The following is a summary of the discussions and actions taken at the October 21, 2026 meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. deNagy called the meeting to order at 11:27 a.m.

SECOND ORDER OF BUSINESS **Public Comment**

A resident asked that more context be given to the meeting attendees, especially on the funding requests from the other CDDs and Rivers Edge III as they are significant and outside of the budget.

A resident stated she was present to express her disappointment and frustration regarding the decision to end St. Johns Enrichment's use of the RiverHouse. Other than the decision itself, what upset her the most is that she was not given the courtesy of a heads up to

attend a meeting and address any concerns the board members had. If the concern is wear and tear caused by children, she asked it to be considered how the facility is actually being used by the group. The group does not use the furniture or eat in the building and 75% of the day is spent outside. The group uses the building for approximately four hours for 22 days of the year. She feels they cause less wear and tear than many of the social gatherings and those gatherings also provide no financial gain to the community. Lastly, she asked that the discussion on St. Johns Enrichment be tabled until Supervisor Smith can be present.

A resident stated that he thinks every group that uses the amenity center needs to be looked at again, however they should be able to rent the facilities at a reasonable rate on top of paying the CDD assessments.

Mr. deNagy stated that there will be a public hearing on November 18th specifically to discuss the rental rates.

THIRD ORDER OF BUSINESS Approval of Consent Agenda

A. Minutes of the September 16, 2026 Meeting
B. Financial Statements as of August 31, 2026
C. Check Register

Copies of the minutes, financial statements, and check register totaling $216,967.80 were included in the agenda package for the Board's review.

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

FOURTH ORDER OF BUSINESS Staff Reports

A. Landscape Maintenance – Monthly Report

Mr. Scuncio presented Yellowstone's monthly landscape maintenance report, which was included in the agenda package for the Board's review.

B. District Engineer

There being nothing to report, the next item followed.

C. District Counsel

Ms. Henley reported that her firm is working on finalizing the acquisition documents for Meadows Phase 2 and Rivertown Springs Phase 2. Next, Ms. Henley reported that JEA

denied the claim for compensation for irrigation repairs and her office has sent a demand letter for an appeal. JEA was given 30 days to respond.

D. District Manager

1. Update on Fiscal Year 2026 Goals & Objectives

Mr. deNagy presented the previously adopted goals and objectives for fiscal year 2026, noting that each goal has been met.

> On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor marking the fiscal year 2026 goals and objectives achieved was approved.

2. Consideration of Revised Goals & Objectives for Fiscal Year 2027

Mr. deNagy stated that goal 2.2 that requires the District Engineer to conduct an inspection of the District's infrastructure and related systems is not necessary given that there is onsite staff looking at the infrastructure consistently.

> On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor approving the revised fiscal year 2027 goals and objectives by removing goal 2.2 was approved.

3. Discussion of Amenity and Lifestyle Management, Field Operations Services RFP

Mr. deNagy stated that Vesta's contract ends September 30, 2027, so he would like to get started on the request for proposals process with the understanding that the budget for the next fiscal year will be approved much earlier than the contract end date. He asked for permission to work with a board member on the scope of services to be brought back to the Board at the next meeting.

> On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor authorizing the District Manager to work with the Chair on the scope for the amenity and lifestyle and field operations services RFP.

4. Process to Fill Vacant Seat

Mr. deNagy stated that there was one seat which no one qualified for during the election process. He suggested posting a notice of the vacancy on the District's website and having Vesta send an e-blast to the residents requesting resumes/statements of interest from interested candidates.

There were no objections.

5. Reserve Study Proposal

Mr. deNagy stated that he plans to bring proposals for a reserve study to the next meeting for consideration to assist in future budget discussions.

E. General Manager - Monthly Operations and Pond Reports

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

Mr. Losco thanked the Boards for their support and reminded the attendees that that the yoga room is being used for early voting and election day.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2027-01, Ratifying a Change in the Location of the Landowner's Election**

Mr. deNagy stated that the landowner's election scheduled for November 4th was originally planned to take place at the RiverHouse, however it will still be closed for renovations. It was recommended to change the location to the RiverClub.

On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor Resolution 2027-01, ratifying changing the location of the landowner's election to the RiverClub was approved

SIXTH ORDER OF BUSINESS **Cost Share Requests**

A. FPL Parking Lot Lighting

Mr. Losco stated that Rivers Edge CDD is seeking to convert fourteen District-owned light poles to FPL LED streetlights at the RiverHouse facility for cost savings. The total cost for the boring and wiring would be $8,527.50 with Rivers Edge III's portion coming to $3,059.32. The monthly lease cost would be $856.

On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor the cost share request for FPL lighting was approved.

B. Sidewalk Repairs

Mr. Losco stated that the purpose of this proposal is to mitigate trip hazards throughout Rivers Edge CDD. It has been confirmed that all of the sidewalks in the proposal are owned by the District. The total cost would be $45,492 with Rivers Edge III's portion coming to $16,320.71.

A resident commented that the total cost seems high and there are sidewalks in Rivers Edge II and Rivers Edge III that also need to be addressed.

Mr. deNagy responded that there were no other companies that could provide the type of service that Precision would be providing. Sidewalk grinding was attempted in another CDD, however it was very labor intensive, and it creates rough patches in the sidewalk.

Mr. Thomas added that Rivers Edge CDD is the oldest of the three districts, so they will have the most repairs. Mr. McKendree added that the county owns all the sidewalks within Rivers Edge II and Rivers Edge III.

On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor the cost share request for sidewalk repairs was approved.

C. Pond Maintenance Addendum

Mr. Losco stated that the addendum is to add ponds 111 and 112 in Rivers Edge III to the pond maintenance contract for a total of $3,072 per year, with Rivers Edge III's portion coming to $1,102.11 per year.

Ms. Henley added that staff is still working on adding the Springs Phase 2 into the District, so she asked that the motion be made contingent on successful conveyance of the improvements.

On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor the cost share request for pond maintenance services was approved contingent on a successful conveyance.

D. RiverHouse Air Conditioning System

Mr. Losco presented a cost share request to replace the air conditioning system on the rental side of the RiverHouse. The equipment is original and is 20 years old. Three options were provided ranging from $37,500 to $43,957. It was noted Rivers Edge CDD chose Cool R US as the vendor for a total of $37,500. If Rivers Edge III and Rivers Edge II choose the same vendor, Rivers Edge III's portion would come to $13,453.50

> On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor the cost share request for replacement of the RiverHouse air conditioning system was approved.

E. Aurora Keyscan Access Control System

Mr. Losco presented a cost share request to integrate the emerge system at the RiverHouse with the Aurora Keyscan access control system currently being used at the RiverLodge and RiverClub, which would allow Vesta access to all three amenities to better manage the facility. The new card readers have the capability for mobile credentialing in the future, which could generate up to $8,000 per year due to not having to purchase physical access cards. Physical access cards will still be available for individuals who cannot use mobile credentials. The total cost of the proposal is $14,975 and Rivers Edge III's portion would come to $5,372.43.

> On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor the cost share request for the Aurora Keyscan access control system was approved.

F. RiverLodge Landscape Enhancements

Mr. Losco presented a cost share request to replace the sand at the kayak pond and install sod. Three options were presented ranging from $18,200 to $20,815. The cost does not include the cost to install irrigation, which would be around $5,000. It was noted Rivers Edge CDD declined the cost share request.

Mr. deNagy stated that the Rivers Edge board felt the cost should fall on the developer, not the residents as it is a design issue. He added that the project could still be approved if the District is willing to bear the cost alone, or it could be shared with Rivers Edge II if they approve the cost share.

> On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor the cost share request for the RiverLodge landscape enhancements was approved with Yellowstone to be the vendor at a cost of $19,400.

G. RiverHouse Pool Operations

1. Engineering Plans

Mr. Losco stated that in an effort to mitigate any potential shutdowns of the pools in the upcoming spring and summer seasons. The pool equipment is approaching 20 years of age. The goal was to seek approval of the engineering services and plans to ensure timely procurement of the materials, maintain project schedule and review potential cost savings for the fiscal year 2028 budget. Rivers Edge CDD approved the engineering plans portion of the project only, totaling $18,850. Rivers Edge III's portion of that scope would come to $6,762.62.

Mr. Thomas asked what the plans entail.

Mr. Mason responded that part of the system would be upgraded and some of the infrastructure would be combined, as well as moving some underground pumps above ground to reduce repairs.

> On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor the cost share request for RiverHouse pool operations engineering plans was approved.

2. Equipment

This item was tabled.

SEVENTH ORDER OF BUSINESS Discussion of St. Johns Enrichment

This item was tabled.

EIGHTH ORDER OF BUSINESS Supervisor Requests

There being none, the next item followed.

NINTH ORDER OF BUSINESS Audience Comments

Ryan Dixon commented that a lot of money is spent to live in the CDD and the assessments went up egregiously this year and he does not feel there is any financial responsibility amongst the board. He feels residents are needed on the Board, and some expenses need to be turned down as the current trajectory for spending is not sustainable.

Mr. Thomas responded that most of the expenses approved during the meeting were included in the fiscal year 2027 budget, so they were already planned for and included in the resident's assessments from the prior year. Anything that goes over that budget would be the responsibility of Mattamy to fund.

A resident asked if there are projections for the fiscal year 2028 budget and what the assessment increase will be.

Mr. Thomas stated that he would look at the future projections.

The resident also expressed concern about the sustainability of the spending and assessment increases.

Mr. deNagy stated that he would commit to holding a CDD 101 meeting for Rivers Edge III as there are constantly new residents coming in and there is a constant battle of misinformation.

Ryan Dixon urged that the district be run like a business and stated that the district website is difficult to use and spreading information by social media would be helpful.

Mr. deNagy noted that two resident supervisors will join the Board following next month's election, and two more after the 2028 general election, at which point residents will have a majority on the Board of Supervisors.

A resident asked whether commercial properties within the CDDs would be assessed similarly to other properties.

Mr. Thomas responded no.

The resident then asked the Board to support a multi-use trail connection to the redeveloped shops.

Mr. Thomas responded that golf carts are not permitted on the Longleaf sidewalk and that a path behind the daycare would cross wet areas and require an elevated path. Mr. Mason added that the road is county-owned and the Board has no say in it.

The resident asked members to use their connections to support the idea.

Sheila Cabellero asked how long the St. Johns Enrichment matter would continue to be placed on agendas, since Rivers Edge CDD decided not to allow them to use the facility in August. Ms. Cabellero noted the length of recent meetings and suggested the matter could be handled by email.

Mr. deNagy responded that the chair had requested it be placed on the agenda.

TENTH ORDER OF BUSINESS **Next Scheduled Meeting – November 18, 2026 at 11:00 a.m. at the RiverClub**

ELEVENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Thomas seconded by Mr. O'Leary with all in favor the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

2.

MINUTES OF MEETING AND ELECTION
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

A landowners meeting and election for the Rivers Edge III Community Development District was held Wednesday, November 4, 2026 at 9:00 a.m. at the River Club Amenity Center, 160 Riverglade Run, St. Johns, Florida.

Present were:

D.J. Smith	Mattamy Jacksonville

Also present were:

Terry Giles	Chairman, GMS, LLC
Matt Biagetti	GMS, LLC
Corbin deNagy *by phone*	District Manager, GMS, LLC
Mary Grace Henley *by phone*	District Counsel, Kilinski Van Wyk
Richard Losco	Vesta Property Services
Kevin McKendree	Vesta Property Services
Ken Council	Vesta Property Services
Lisa McCormick	Vesta Property Services
Kim Fatuch	Vesta Property Services

FIRST ORDER OF BUSINESS **Roll Call**

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

SECOND ORDER OF BUSINESS **Determination of Number of Voting Units Represented**

Mr. Giles stated that he has a proxy in hand representing 433 voting units for Mattamy. D.J. Smith has been appointed as the proxy holder.

THIRD ORDER OF BUSINESS **Election of a Chairman for the Purpose of Conducting the Landowners Meeting**

Mr. Giles acted as Chairman for the purpose on conducting the meeting.

FOURTH ORDER OF BUSINESS **Nominations for the Position of Supervisors**

Mr. Smith nominated himself for Seat 5.

FIFTH ORDER OF BUSINESS **Casting of Ballots**

Mr. Smith cast 433 votes for himself.

SIXTH ORDER OF BUSINESS **Tabulation of Ballots and Announcement of Results**

Mr. Giles announced 433 votes were cast for D.J. Smith. Mr. Smith will serve a four-year term.

SEVENTH ORDER OF BUSINESS **Landowners Questions and Comments**

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS **Adjournment**

The landowners meeting was adjourned at approximately 9:04 a.m.

B.

Rivers Edge III

Community Development District

Unaudited Financial Reporting

September 30, 2026

Rivers Edge III
Community Development District
Combined Balance Sheet
September 30, 2026

	General Fund	Debt Service Fund	Capital Reserve Fund	Capital Project Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	$ 42,631	$ -	$ 136,209	$ -	$ 178,840
Investments:					
State Board of Administration (SBA)	14	-	111,368	-	111,382
Custody	79	-	-	-	79
Series 2021					
Reserve	-	275,580	-	-	275,580
Revenue	-	281,578	-	-	281,578
Construction	-	-	-	471	471
Series 2024					
Reserve	-	347,462	-	-	347,462
Revenue	-	291,532	-	-	291,532
Construction	-	-	-	80,039	80,039
Series 2025					
Reserve	-	359,483	-	-	359,483
Capital Interest	-	331,717	-	-	331,717
Revenue	-	10	-	-	10
Construction	-	-	-	46,282	46,282
Prepaid Expenses	6,484	-	-	-	6,484
Total Assets	**$ 49,209**	**$ 1,887,361**	**$ 247,577**	**$ 126,792**	**$ 2,310,939**
Liabilities:					
Accounts Payable	$ 28,006	$ -	$ 48,155	$ -	$ 76,161
Total Liabilites	**$ 28,006**	**$ -**	**$ 48,155**	**$ -**	**$ 76,161**
Fund Balance:					
Nonspendable:					
Prepaid Items	$ 6,484	$ -	$ -	$ -	$ 6,484
Restricted for:					
Debt Service - Series	-	1,887,361	-	-	1,887,361
Capital Project - Series	-	-	-	126,792	126,792
Assigned for:					
Capital Reserve Fund	-	-	199,422	-	199,422
Unassigned	14,719	-	-	-	14,719
Total Fund Balances	**$ 21,203**	**$ 1,887,361**	**$ 199,422**	**$ 126,792**	**$ 2,234,778**
Total Liabilities & Fund Balance	$ 49,209	$ 1,887,361	$ 247,577	$ 126,792	$ 2,310,939

Rivers Edge III

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	$ 1,101,765	$ 1,101,765	$ 1,167,322	$ 65,556
Special Assessments - Direct Bill	-	-	663,736	663,736
Administrative Assessments on Unplatted Land	74,495	74,495	-	(74,495)
Developer Contributions	1,666,333	1,666,333	1,100,000	(566,333)
Cost Share Landscaping Rivers Edge II	186,679	186,679	186,679	-
Special Events	1,000	1,000	-	(1,000)
Interest Revenue	2,000	2,000	12,254	10,254
Miscellaneous Income	500	500	183	(317)
Insurance Proceeds	-	-	7,066	7,066
Total Revenues	**$ 3,032,773**	**$ 3,032,773**	**$ 3,137,240**	**$ 104,467**
Expenditures:				
General & Administrative:				
District Engineer	$ 15,000	$ 15,000	$ 13,796	$ 1,204
District Counsel	30,000	30,000	32,747	(2,747)
District Management	33,034	33,034	33,034	-
Assessment Roll Administration	5,899	5,899	5,899	-
Dissemination Agent	4,129	4,129	4,671	(541)
Information Technology	1,416	1,416	1,416	-
Website Administration	2,124	2,124	2,124	-
Website Maintenance	800	800	800	-
Annual Audit	6,800	6,800	6,800	-
Trustee Fees	6,600	6,600	12,033	(5,433)
Arbitrage Rebate	600	600	1,950	(1,350)
Telephone	150	150	26	124
Postage & Delivery	500	500	1,736	(1,236)
Printing & Binding	1,000	1,000	1,111	(111)
Insurance General Liability	6,932	6,932	6,530	402
Legal Advertising	2,000	2,000	982	1,018
Other Current Charges	1,750	1,750	281	1,469
Office Supplies	50	50	7	43
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	**$ 118,958**	**$ 118,958**	**$ 126,118**	**$ (7,159)**
Operations & Maintenance				
Grounds Maintenance:				
Field Operations Management (Vesta)	$ 41,230	$ 41,230	$ 41,230	$ -
Landscape Maintenance	869,028	869,028	1,033,048	(164,020)
Landscape Maintenance New Units	85,000	85,000	-	85,000
Landscape Contingency	100,000	100,000	322,735	(222,735)
Irrigation Repairs and Maintenance	65,000	65,000	55,766	9,234
Lake Maintenance	40,360	40,360	38,437	1,923
Irrigation Water Use	243,090	243,090	249,238	(6,148)
Electric	51,500	51,500	6,860	44,640
Street Lighting	10,000	10,000	-	10,000
Street and Drainage Maintenance	3,000	3,000	-	3,000
Other Repair & Replacements	10,000	10,000	9,500	500
Subtotal Grounds Maintenance	**$ 1,518,207**	**$ 1,518,207**	**$ 1,756,815**	**$ (238,608)**

Rivers Edge III

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
Amenity Center:				
Cost Share Amenity - Rivers Edge	$ 109,345	$ 109,345	$ 109,345	$ -
General Manager (Vesta)	48,911	48,911	50,617	(1,706)
Amenity Manager (Vesta)	53,680	53,680	53,680	-
Maintenance Service (Vesta)	109,264	109,264	109,264	-
Lifestyle Director (Vesta)	45,426	45,426	45,426	-
Lifeguards (Vesta)	58,043	58,043	54,063	3,980
Guest Services (Vesta)	66,861	66,861	66,861	-
Janitorial (Vesta)	34,833	34,833	34,833	-
Security Monitoring	1,800	1,800	4,306	(2,506)
Security Guards	25,000	25,000	-	25,000
Telephone	17,000	17,000	9,530	7,470
Insurance	87,147	87,147	80,103	7,044
Fitness Equipment Lease	68,896	68,896	68,896	-
Window Cleaning	1,500	1,500	-	1,500
Pressure Washing	5,000	5,000	430	4,570
Pool Chemicals	20,000	20,000	34,847	(14,847)
Natural Gas	500	500	1,113	(613)
Electric	20,000	20,000	53,449	(33,449)
Water & Sewer	17,000	17,000	17,771	(771)
Amenity Repairs and Replacement	35,000	35,000	70,302	(35,302)
Refuse	15,000	15,000	18,762	(3,762)
Pest Control	3,600	3,600	3,508	92
Fire Alarm System and Maintenance	2,000	2,000	1,029	971
Access Cards	1,000	1,000	-	1,000
License & Permits	1,800	1,800	1,451	349
Special Events	30,000	30,000	3,554	26,446
Holiday Decorations	10,000	10,000	-	10,000
Office Supplies & Postage	1,500	1,500	-	1,500
Capital Expenditures	5,500	5,500	-	5,500
Subtotal Amenity Center	**$ 895,607**	**$ 895,607**	**$ 893,139**	**$ 2,467**
Total Operations & Maintenance	**$ 2,413,814**	**$ 2,413,814**	**$ 2,649,954**	**$ (236,140)**
Total Expenditures	**$ 2,532,773**	**$ 2,532,773**	**$ 2,776,073**	**$ (243,299)**
Excess (Deficiency) of Revenues over Expenditures	$ 500,000	$ 500,000	$ 361,167	$ (138,832)
Other Financing Sources/(Uses):				
Capital Reserve Funding	$ (500,000)	$ (500,000)	$ (500,000)	$ -
Transfer In	-	-	50,000	(50,000)
Transfer (Out)	-	-	(50,000)	50,000
Total Other Financing Sources/(Uses)	**$ (500,000)**	**$ (500,000)**	**$ (500,000)**	**$ -**
Net Change in Fund Balance	**$ -**	**$ -**	**$ (138,833)**	**$ (138,832)**
Fund Balance - Beginning	$ -		$ 160,036	
Fund Balance - Ending	$ -		$ 21,203	

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	$ -	$ 194,924	$ 892,763	$ 2,530	$ 40,244	$ 15,386	$ 6,706	$ -	$ 4,356	$ 10,412	$ -	$ -	$ 1,167,322
Special Assessments - Direct Bill	331,868	165,934	165,934	-	-	-	-	-	-	-	-	-	663,736
Administrative Assessments on Unplatted Land	-	-	-	-	-	-	-	-	-	-	-	-	-
Developer Contributions	-	-	-	-	-	-	-	-	-	600,000	-	500,000	1,100,000
Cost Share Landscaping Rivers Edge II	15,557	15,557	15,557	15,557	15,557	15,557	15,557	15,557	15,557	15,557	15,557	15,557	186,679
Special Events	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Revenue	0	4	120	271	1,759	2,715	2,898	2,364	1,567	470	40	46	12,254
Miscellaneous Income	-	-	-	-	-	-	102	-	-	27	54	-	183
Insurance Proceeds	2,380	-	-	-	-	-		-	-	-	4,686	-	7,066
Total Revenues	**$ 349,805**	**$ 376,418**	**$ 1,074,374**	**$ 18,358**	**$ 57,559**	**$ 33,658**	**$ 25,263**	**$ 17,921**	**$ 21,479**	**$ 626,465**	**$ 20,337**	**$ 515,603**	**$ 3,137,240**
Expenditures:													
General & Administrative:													
District Engineer	$ 452	$ 1,259	$ 2,743	$ 2,694	$ 1,890	$ 466	$ 186	$ -	$ -	$ 2,310	$ 1,435	$ 361	$ 13,796
District Counsel	3,198	2,217	-	1,105	2,496	6,821	2,538	2,620	-	4,705	3,665	3,381	32,747
District Management	2,753	2,753	2,753	2,753	2,753	2,753	2,753	2,753	2,753	2,753	2,753	2,753	33,034
Assessment Roll Administration	5,899	-	-	-	-	-	-	-	-	-	-	-	5,899
Dissemination Agent	336	344	344	344	344	344	544	344	344	344	694	344	4,671
Information Technology	118	118	118	118	118	118	118	118	118	118	118	118	1,416
Website Administration	177	177	177	177	177	177	177	177	177	177	177	177	2,124
Website Maintenance	-	-	400	-	-	400	-	-	-	-	-	-	800
Annual Audit	-	-	-	-	-	-	6,800	-	-	-	-	-	6,800
Trustee Fees	5,150	-	-	-	-	-	-	4,101	-	2,782	-	-	12,033
Arbitrage Rebate	-	-	-	450	-	-	-	-	-	600	-	900	1,950
Telephone	3	-	14	-	-	-	6	-	3	-	-	-	26
Postage & Delivery	32	194	110	175	29	16	91	184	71	719	17	99	1,736
Printing & Binding	18	54	6	11	24	24	25	28	31	709	21	161	1,111
Insurance General Liability	6,530	-	-	-	-	-	-	-	-	-	-	-	6,530
Legal Advertising	-	82	-	-	-	125	-	66	-	709	-	-	982
Other Current Charges	-	-	-	-	-	41	94	71	25	51	-	-	281
Office Supplies	0	1	0	1	0	1	1	0	1	1	1	1	7
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	**$ 24,842**	**$ 7,198**	**$ 6,664**	**$ 7,828**	**$ 7,831**	**$ 11,287**	**$ 13,332**	**$ 10,461**	**$ 3,522**	**$ 15,977**	**$ 8,881**	**$ 8,295**	**$ 126,118**
Operations & Maintenance													
Grounds Maintenance:													
Field Operations Management (Vesta)	$ 3,436	$ 3,436	$ 3,436	$ 3,436	$ 3,436	$ 3,436	$ 3,436	$ 3,436	$ 3,436	$ 3,436	$ 3,436	$ 3,436	$ 41,230
Landscape Maintenance	70,999	70,999	70,999	77,877	77,877	94,899	94,899	94,899	94,899	94,899	94,899	94,899	1,033,048
Landscape Maintenance New Units	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Contingency	14,560	5,140	-	4,480	24,675	12,268	1,600	180,461	15,625	18,752	32,885	12,290	322,735
Irrigation Repairs and Maintenance	726	1,458	3,804	8,191	7,563	5,889	3,093	8,271	1,078	2,486	6,765	6,442	55,766
Lake Maintenance	2,601	2,601	2,601	2,601	2,601	2,601	2,601	4,594	3,909	3,909	3,909	3,909	38,437
Irrigation Water Use	11,437	7,103	16,355	16,136	12,534	10,034	26,351	27,036	33,953	34,366	37,373	16,559	249,238
Electric	363	415	398	481	468	445	464	510	500	486	511	1,820	6,860
Street Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Street and Drainage Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Repair & Replacements	-	-	-	-	-	9,500	-	-	-	-	-	-	9,500
Subtotal Grounds Maintenance	**$ 104,122**	**$ 91,152**	**$ 97,592**	**$ 113,203**	**$ 129,154**	**$ 139,071**	**$ 132,445**	**$ 319,207**	**$ 153,401**	**$ 158,334**	**$ 179,779**	**$ 139,355**	**$ 1,756,815**

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	$ 9,112	$ 9,112	$ 9,112	$ 9,112	$ 9,112	$ 9,112	$ 9,112	$ 9,112	$ 9,112	$ 9,112	$ 9,112	$ 9,112	$ 109,345
General Manager (Vesta)	4,251	4,200	4,208	4,223	4,218	4,234	4,223	4,201	4,224	4,207	4,218	4,211	50,617
Amenity Manager (Vesta)	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	4,473	53,680
Maintenance Service (Vesta)	9,105	9,105	9,105	9,105	9,105	9,105	9,105	9,105	9,105	9,105	9,105	9,105	109,264
Lifestyle Director (Vesta)	3,786	3,786	3,786	3,786	3,786	3,786	3,786	3,786	3,786	3,786	3,786	3,786	45,426
Lifeguards (Vesta)	-	-	-	-	518	3,704	3,316	3,555	7,633	19,516	11,410	4,412	54,063
Guest Services (Vesta)	5,572	5,572	5,572	5,572	5,572	5,572	5,572	5,572	5,572	5,572	5,572	5,572	66,861
Janitorial (Vesta)	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	2,903	34,833
Security Monitoring	-	-	555	-	-	555	-	-	2,131	510	-	555	4,306
Security Guards	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	963	1,009	1,120	1,148	1,148	1,148	754	770	690	771	-	11	9,530
Insurance	79,781	-	-	-	-	-	322	-	-	-	-	-	80,103
Fitness Equipment Lease	5,741	5,741	5,741	5,741	5,741	5,741	5,741	5,741	5,741	5,741	5,741	5,741	68,896
Window Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing	-	430	-	-	-	-	-	-	-	-	-	-	430
Pool Chemicals	1,502	2,466	770	1,177	1,808	2,888	2,907	4,998	2,060	6,732	4,486	3,052	34,847
Natural Gas	80	80	86	116	125	104	100	95	97	76	88	66	1,113
Electric	4,590	4,244	4,046	4,410	4,696	3,781	4,192	4,675	4,705	4,783	4,907	4,418	53,449
Water & Sewer	1,665	1,846	1,846	1,558	1,271	1,427	1,318	1,343	1,532	1,331	1,455	1,179	17,771
Amenity Repairs and Replacement	3,890	1,634	1,070	2,662	6,154	6,120	4,552	5,829	20,028	4,538	10,788	3,037	70,302
Refuse	1,457	1,456	1,463	1,523	1,523	1,468	1,607	1,672	1,672	1,669	1,604	1,648	18,762
Pest Control	80	80	80	83	83	783	83	448	448	448	448	448	3,508
Fire Alarm System and Maintenance	-	-	-	-	-	-	-	-	-	559	470	-	1,029
Access Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
License & Permits	-	-	-	-	-	751	-	-	700	-	-	-	1,451
Special Events	-	-	-	500	-	1,475	-	500	500	-	579	-	3,554
Holiday Decorations	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies & Postage	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Amenity Center	**$ 138,952**	**$ 58,138**	**$ 55,935**	**$ 58,092**	**$ 62,237**	**$ 69,129**	**$ 64,065**	**$ 68,777**	**$ 87,111**	**$ 85,831**	**$ 81,145**	**$ 63,728**	**$ 893,139**
Total Operations & Maintenance	**$ 243,074**	**$ 149,291**	**$ 153,527**	**$ 171,295**	**$ 191,391**	**$ 208,201**	**$ 196,510**	**$ 387,984**	**$ 240,512**	**$ 244,165**	**$ 260,923**	**$ 203,084**	**$ 2,649,954**
Total Expenditures	**$ 267,915**	**$ 156,488**	**$ 160,191**	**$ 179,123**	**$ 199,222**	**$ 219,487**	**$ 209,842**	**$ 398,445**	**$ 244,034**	**$ 260,141**	**$ 269,804**	**$ 211,379**	**$ 2,776,073**
Excess (Deficiency) of Revenues over Expenditures	$ 81,889	$ 219,930	$ 914,183	$ (160,765)	$ (141,663)	$ (185,829)	$ (184,579)	$ (380,524)	$ (222,555)	$ 366,324	$ (249,468)	$ 304,224	$ 361,167
Other Financing Sources/Uses:													
Capital Reserve Funding	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (500,000)	$ (500,000)
Transfer In	50,000	-	-	-	-	-	-	-	-	-	-	-	50,000
Transfer (Out)	(50,000)	-	-	-	-	-	-	-	-	-	-	-	(50,000)
Total Other Financing Sources/Uses	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (500,000)**	**$ (500,000)**
Net Change in Fund Balance	**$ 81,889**	**$ 219,930**	**$ 914,183**	**$ (160,765)**	**$ (141,663)**	**$ (185,829)**	**$ (184,579)**	**$ (380,524)**	**$ (222,555)**	**$ 366,324**	**$ (249,468)**	**$ (195,776)**	**$ (138,833)**

Rivers Edge III

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	$ 552,665	$ 552,665	$ 553,774	$ 1,109
Interest Income	10,000	10,000	24,948	14,948
Total Revenues	**$ 562,665**	**$ 562,665**	**$578,722**	**$ 16,057**
Expenditures:				
Interest - 11/1	$ 164,178	$ 164,178	$ 164,178	$ -
Principal Prepayment - 11/1	-	-	5,000	(5,000)
Interest - 5/1	164,178	164,178	164,078	100
Principal - 5/1	220,000	220,000	220,000	-
Principal Prepayment - 5/1	-	-	5,000	(5,000)
Interest - 8/1	-	-	44	(44)
Principal Prepayment - 8/1	-	-	5,000	(5,000)
Total Expenditures	**$ 548,355**	**$ 548,355**	**$ 563,299**	**$ (14,944)**
Excess (Deficiency) of Revenues over Expenditures	$ 14,310	$ 14,310	$ 15,423	$ 1,113
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	$ -	$ -	$ -	$ -
Net Change in Fund Balance	**$ 14,310**	**$ 14,310**	**$ 15,423**	**$ 1,113**
Fund Balance - Beginning	$ 255,152		$ 541,735	
Fund Balance - Ending	$ 269,462		$ 557,158	

Rivers Edge III

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
Revenues:				
Special Assessments - Tax Roll	$ 67,018	$ 67,018	$ 62,816	$ (4,202)
Special Assessments - Direct Bill	628,501	628,501	628,501	-
Prepayments	-	-	36,465	36,465
Interest Income	10,000	10,000	24,428	14,428
Total Revenues	**$ 705,519**	**$ 705,519**	**$ 752,209**	**$ 46,690**
Expenditures:				
Interest - 11/1	$ 281,849	$ 281,849	$ 281,849	$ -
Principal Prepayment - 11/1	-	-	5,000	(5,000)
Interest - 5/1	281,849	281,849	281,700	149
Principal - 5/1	130,000	130,000	130,000	-
Principal Prepayment - 5/1	-	-	5,000	(5,000)
Interest - 8/1	-	-	573	(573)
Principal Prepayment - 8/1	-	-	40,000	(40,000)
Total Expenditures	**$ 693,698**	**$ 693,698**	**$ 744,122**	**$ (50,424)**
Excess (Deficiency) of Revenues over Expenditures	$ 11,822	$ 11,822	$ 8,087	$ (3,734)
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ (61,245)	$ (61,245)
Total Other Financing Sources/(Uses)	$ -	$ -	$ (61,245)	$ (61,245)
Net Change in Fund Balance	**$ 11,822**	**$ 11,822**	**$ (53,158)**	**$ (64,980)**
Fund Balance - Beginning	$ 339,550		$ 692,152	
Fund Balance - Ending	$ 351,372		$ 638,994	

Rivers Edge III

Community Development District

Debt Service Fund Series 2025

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

	Proposed Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
Revenues:				
Special Assessment [1]	$ -	$ -	$ -	$ -
Interest Income	10,000	10,000	32,907	22,907
Total Revenues	**$ 10,000**	**$ 10,000**	**$ 32,907**	**$ 22,907**
Expenditures:				
Interest - 11/1	$ 210,365	$ 210,365	$ 210,365	$ -
Interest - 5/1	289,051	289,051	289,051	-
Total Expenditures	**$ 499,416**	**$ 499,416**	**$ 499,416**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ (489,416)	$ (489,416)	$ (466,510)	$ 22,907
Other Financing Sources/(Uses):				
Transfer In/(Out)	$ -	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	$ -	$ -	$ -	$ -
Net Change in Fund Balance	**$ (489,416)**	**$ (489,416)**	**$ (466,510)**	**$ 22,907**
Fund Balance - Beginning	$ 1,148,950		$ 1,157,719	
Fund Balance - Ending	$ 659,534		$ 691,210	

(1) Bonds Series 2025 are under Capitalized Interest until 11/1/26, Assessments Start in FY27

Rivers Edge III

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2026

	Adopted Budget	Prorated Budget Thru 09/30/26	Actual Thru 09/30/26	Variance
Revenues				
Capital Reserve Funding	$ 500,000	$ 500,000	$ 500,000	$ -
Interest	100	100	1,368	1,268
Total Revenues	**$ 500,100**	**$ 500,100**	**$ 501,368**	**$ 1,268**
Expenditures:				
Repair and Replacements	$ 10,000	$ 10,000	$ 79,719	$ (69,719)
Capital Outlay - RiverHouse Pool Repairs (Crown Pools, Inc.)	150,000	150,000	360,995	(210,995)
RiverHouse Access Control System (C/S)	5,253	5,253	7,249	(1,996)
RiverHouse Painting (C/S)	31,756	31,756	34,664	(2,908)
RiverHouse Furniture (C/S)	28,016	28,016	-	28,016
RiverHouse A/C Unit Replacement (C/S)	38,522	38,522	-	38,522
RiverHouse Tennis Court Fencing (C/S)	28,016	28,016	26,948	1,068
RiverHouse Pool Pump Sand Filtration (C/S)	43,775	43,775	-	43,775
Permanent Holiday Lighting (C/S)	27,316	27,316	-	27,316
Playground Equipment (C/S)	7,004	7,004	-	7,004
Pocket Parks Equipment Repair/Replacement (C/S)	15,531	15,531	-	15,531
Maintenance Golf Cart (C/S)	3,502	3,502	-	3,502
Maintenance Work Truck (C/S)	22,763	22,763	21,968	795
Other Current Charges - Bank Fee	360	360	126	234
Total Expenditures	**$ 411,814**	**$ 411,814**	**$ 531,668**	**$ (119,854)**
Excess (Deficiency) of Revenues over Expenditures	**$ 88,286**	**$ 88,286**	**$ (30,301)**	**$ 121,122**
Other Financing Sources/(Uses)				
Transfer In	$ -	$ -	$ 50,000	$ 50,000
Transfer (Out)	-	-	(50,000)	(50,000)
Total Other Financing Sources (Uses)	**$ -**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ 88,286**		**$ (30,301)**	
Fund Balance - Beginning	$ 428,882		$ 229,722	
Fund Balance - Ending	$ 517,168		$ 199,422	

Rivers Edge III
Community Development District
Statement of Revenues and Expenditures

Capital Projects Funds

For The Period Ending September 30, 2026

Description	SE 2021	SE 2024	SE 2025	Total
Revenues				
Interest Income:				
Construction	$ 17	$ 2,390	$ 1,561	$ 3,968
Cost of Issuance	-	-	85	85
Developer Contributions	-	546,542	-	546,542
Transfer In	5,351	61,245	-	66,596
Total Revenues	**$ 5,368**	**$ 610,177**	**$ 1,646**	**$ 617,191**
Expenditures				
Capital Outlay	$ -	$ 25,503	$ 210	$ 25,713
Transfer Out	-	5,351	-	5,351
Total Expenditures	**$ -**	**$ 30,854**	**$ 210**	**$ 31,064**
Excess Revenues (Expenditures)	**$ 5,368**	**$ 579,323**	**$ 1,436**	**$ 586,127**
Fund Balance - Beginning	$ (4,897)	$ (499,284)	$ 44,847	$ (459,335)
Fund Balance - Ending	$ 471	$ 80,039	$ 46,282	$ 126,792

Rivers Edge III

Community Development District

Long Term Debt Report

Series 2021, Capital Improvement Revenue Bonds		
Interest Rate:	2.47% - 3.75%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt at Issuance	
Reserve Fund Requirement	$ 275,580	
Reserve Fund Balance	275,580	
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)
Less: May 1, 2025 (Mandatory)		(215,000)
Less: May 1, 2025 (Prepayment)		(5,000)
Less: November 1, 2025 (Prepayment)		(5,000)
Less: May 1, 2026 (Mandatory)		(220,000)
Less: May 1, 2026 (Prepayment)		(5,000)
Less: August 1, 2026 (Prepayment)		(5,000)
Current Bonds Outstanding		$ 8,745,000

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	$ 347,462	
Reserve Fund Balance	347,462	
Bonds outstanding - 5/17/2024		$ 9,815,000
Less: November 1, 2025 (Prepayment)		(5,000)
Less: May 1, 2026 (Mandatory)		(130,000)
Less: May 1, 2026 (Prepayment)		(5,000)
Less: August 1, 2026 (Prepayment)		(40,000)
Current Bonds Outstanding		$ 9,635,000

Series 2025, Capital Improvement Revenue Bonds		
Interest Rate:	4.27% - 6.00%	
Maturity Date:	5/1/2056	
Reserve Fund Definition	50% of Maximum Annual Debt at Issuance	
Reserve Fund Requirement	$ 359,483	
Reserve Fund Balance	359,483	
Bonds outstanding - 6/20/2025		$ 10,115,000
Current Bonds Outstanding		$ 10,115,000

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FISCAL YEAR 2026 ASSESSMENTS

		ASSESSED					RECEIVED				
ASSESSED TO	# UNITS	SERIES 2021 DEBT INVOICED NET	SERIES 2024 DEBT INVOICED NET	SERIES 2025 DEBT INVOICED NET	O&M	TOTAL NVOICED NET	SERIES 2021 DEBT PAID	SERIES 2024 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
MATTAMY	934	-	628,500.95	-	663,735.57	1,292,236.52	-	628,500.95	663,735.57	1,292,236.52	-
TOTAL DIRECT BILLS	**934**	**-**	**628,500.95**	**-**	**663,735.57**	**1,292,236.52**	**-**	**628,500.95**	**663,735.57**	**1,292,236.52**	**-**
NET REVENUE TAX ROLL	**591**	**550,581.31**	**62,453.54**	**-**	**1,160,592.28**	**1,773,627.13**	**553,773.77**	**62,815.66**	**1,167,321.76**	**1,783,911.19**	**(10,284.07)**
TOTAL REVENUE	**1525**	**550,581.31**	**690,954.49**	**-**	**1,824,327.85**	**3,065,863.65**	**553,773.77**	**691,316.61**	**1,831,057.33**	**3,076,147.71**	**(10,284.07)**
DIRECT BILL PERCENT COLLECTED		**0.00%**	**100.00%**	**0.00%**	**100.00%**	**100.00%**					
TAX ROLL PERCENT COLLECTED		**100.58%**	**100.58%**	**0.00%**	**100.58%**	**100.58%**					
TOTAL PERCENT COLLECTED		**100.58%**	**100.05%**	**0.00%**	**100.37%**	**100.34%**					

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2025, 25% due February 1, 2026 and 25% due May 1, 2026. Operations and maintenance assessments – 50% on October 31, 2025, 25% on November 30, 2025 and 25% on December 31, 2025

SUMMARY OF TAX ROLL RECEIPTS						
ST JOHNS COUNT DIST.	DATE	SERIES 2021 DEBT	SERIES 2024 DEBT	SERIES 2025 DEBT	O&M	TOTAL AMOUNT
1	11/3/2025	1,082.70	122.81	-	2,282.27	3,487.79
2	11/18/2025	19,908.49	2,258.26	-	41,965.90	64,132.65
3	11/21/2025	23,491.27	2,664.66	-	49,518.18	75,674.11
4	12/16/2025	18,577.76	2,107.31	-	39,160.79	59,845.86
5	12/23/2025	29,411.24	3,336.18	-	61,997.12	94,744.53
6	1/14/2026	423,524.14	48,041.19	-	892,763.42	1,364,328.75
INTEREST	1/26/2026	1,200.26	136.15	-	2,530.07	3,866.48
7	2/19/2026	19,091.59	2,165.60	-	40,243.92	61,501.10
8	3/13/2026	7,299.25	827.97	-	15,386.37	23,513.59
INTEREST	4/8/2026	484.07	54.91	-	1,020.39	1,559.37
9	4/23/2026	2,697.33	305.96	-	5,685.80	8,689.09
TAX CERTIFICATE	6/23/2026	2,066.38	234.39	-	4,355.81	6,656.59
10	7/14/2026	4,939.29	560.27	-	10,411.72	15,911.28
		-	-	-	-	
		-	-	-	-	
TOTAL TAX ROLL RECEIPTS		**553,773.77**	**62,815.66**	**-**	**1,167,321.76**	**1,783,911.19**

C.

Rivers Edge III

Community Development District

Check Run Summary

9/1/2026 - 9/30/2026

Fund	Date	Check No.	Amount
General Fund			
Accounts Payable	9/4/26	1354-1370	$ 51,833.70
	9/15/26	1371-1380	54,755.47
	9/28/26	1381-1392	109,050.42
		Sub-Total	$ 215,639.59
Capital Reserve Fund			
Accounts Payable	9/28/26	5-6	$ 8,227.66
		Sub-Total	$ 8,227.66
Total			**$ 223,867.25**

*** CHECK NOS. 001354-001392 GENERAL FUND
BANK A RIVERS EDGE III CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/04/26	00050	8/20/26	26-04-02	202608	320	57200-60000				*	8,219.96		
			STREET/STOP W/ EXTRA ARM										
									AMERICAN ARCHITECTURAL GRAPHICS INC			8,219.96	001354
9/04/26	00051	8/26/26	7547721	202608	320	57200-45210				*	2,188.69		
			POOL CHEMICALS										
									HAWKINS INC			2,188.69	001355
9/04/26	00096	8/05/26	90015579	202608	320	57200-60000				*	975.00		
			THREE BATHROOMS										
									STORM CLEAN INC			975.00	001356
9/04/26	00011	9/02/26	CS-2026-	202609	320	57200-49200				*	9,112.08		
			CS AMENITY SEP 2026										
									RIVERS EDGE CDD			9,112.08	001357
9/04/26	00046	8/27/26	26410024	202608	320	57200-60000				*	89.92		
			JANITORIAL SUPPLIES										
									W B MASON CO INC			89.92	001358
9/04/26	00028	8/13/26	1243948	202608	320	57200-46101				*	4,900.00		
			WASHOUT - 254 PALOMAR DR										
									YELLOWSTONE LANDSCAPE			4,900.00	001359
9/04/26	00028	8/14/26	1244673	202608	320	57200-46200				*	1,250.18		
			IRRIG REMEDIATION SOD										
									YELLOWSTONE LANDSCAPE			1,250.18	001360
9/04/26	00028	8/14/26	1244674	202608	320	57200-46200				*	573.83		
			AUG IRRIG RPR RIVERLODGE										
									YELLOWSTONE LANDSCAPE			573.83	001361
9/04/26	00028	8/25/26	1247968	202608	320	57200-46101				*	3,500.00		
			TREE STACKING										
									YELLOWSTONE LANDSCAPE			3,500.00	001362
9/04/26	00028	8/25/26	1247969	202608	320	57200-46200				*	716.86		
			AUG IRRIG RPR MAIN ST										
									YELLOWSTONE LANDSCAPE			716.86	001363
9/04/26	00028	8/27/26	1248830	202608	320	57200-46101				*	3,040.00		
			SPRINGS PLAYGROUND MULCH										
									YELLOWSTONE LANDSCAPE			3,040.00	001364
9/04/26	00028	8/27/26	1248831	202608	320	57200-46101				*	3,040.00		
			HAVENS PLAYGROUND MULCH										
									YELLOWSTONE LANDSCAPE			3,040.00	001365

*** CHECK NOS. 001354-001392 GENERAL FUND
BANK A RIVERS EDGE III CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/04/26	00028	8/27/26	1248832	202608	320	57200-46101				*	6,080.00		
			RIVER LODGE PLYGRND MULCH										
									YELLOWSTONE LANDSCAPE			6,080.00	001366
9/04/26	00028	8/27/26	1248833	202608	320	57200-46101				*	1,900.00		
			THE BLUFFS PLYGRND MULCH										
									YELLOWSTONE LANDSCAPE			1,900.00	001367
9/04/26	00028	8/27/26	1248834	202608	320	57200-46101				*	5,250.00		
			TREE STAKING										
									YELLOWSTONE LANDSCAPE			5,250.00	001368
9/04/26	00028	8/27/26	1248835	202608	320	57200-46200				*	764.00		
			BUBBLERS ON TREES										
									YELLOWSTONE LANDSCAPE			764.00	001369
9/04/26	00028	8/27/26	1248836	202608	320	57200-46200				*	233.18		
			AUG IRRIGATION REPAIRS										
									YELLOWSTONE LANDSCAPE			233.18	001370
9/15/26	00092	9/05/26	APC-2433	202609	320	57200-60000				*	337.50		
			PLUMBING SERVICES										
									ROBERT CHICOSKI			337.50	001371
9/15/26	00068	7/30/26	5	202607	310	51300-32400				*	100.00		
			AMORT SCHED SE2021 PREPAY										
		7/30/26	5	202607	310	51300-32400				*	250.00		
			AMORT SCHED SE2024 PREPAY										
									DISCLOSURE SERVICES LLC			350.00	001372
9/15/26	00003	9/01/26	85	202609	310	51300-34000				*	2,752.83		
			SEP MANAGEMENT FEES										
		9/01/26	85	202609	310	51300-35200				*	177.00		
			SEP WEBSITE ADMIN										
		9/01/26	85	202609	310	51300-35100				*	118.00		
			SEP INFO TECH										
		9/01/26	85	202609	310	51300-32400				*	344.08		
			SEP DISSEM AGENT SRVCS										
		9/01/26	85	202609	310	51300-51000				*	.72		
			OFFICE SUPPLIES										
		9/01/26	85	202609	310	51300-42000				*	99.23		
			POSTAGE										
		9/01/26	85	202609	310	51300-42500				*	160.50		
			COPIES										
									GOVERNMENTAL MANAGEMENT SERVICES			3,652.36	001373

*** CHECK NOS. 001354-001392 GENERAL FUND
BANK A RIVERS EDGE III CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/15/26	00071	9/04/26	543	202609	320-57200-46101				*	600.00		
			TREE REMOVAL									
								QUILLS TREE SERVICES LLC			600.00	001374
9/15/26	00036	9/02/26	PSI30153	202609	320-57200-46800				*	3,909.00		
			SEP LAKE MAINTENANCE									
								SOLITUDE LAKE MANAGEMENT LLC			3,909.00	001375
9/15/26	00045	9/09/26	62274631	202609	320-57200-43500				*	82.60		
			SEP PEST CONTROL									
		9/09/26	62274829	202609	320-57200-43500				*	365.00		
			SEP COMMERCIAL LAWN SRVC									
								TURNER PEST CONTROL			447.60	001376
9/15/26	00035	8/31/26	434645	202608	330-53800-34000				*	142.00		
			AUG BILLABLE MILEAGE 1/3									
								VESTA PROPERTY SERVICES INC			142.00	001377
9/15/26	00035	8/31/26	434652	202608	330-53800-34500				*	11,410.27		
			AUG LIFEGUARD HOURS									
								VESTA PROPERTY SERVICES INC			11,410.27	001378
9/15/26	00035	9/01/26	434300	202609	330-53800-34000				*	4,075.93		
			SEP GEN MANAGEMENT SRVCS									
		9/01/26	434300	202609	320-57200-44000				*	3,435.82		
			SEP FIELD OPS									
		9/01/26	434300	202609	330-53800-34300				*	3,785.53		
			SEP LIFESTYLE SRVCS									
		9/01/26	434300	202609	330-53800-34100				*	4,473.35		
			SEP AMEN MANAGEMENT SRVCS									
		9/01/26	434300	202609	330-53800-34600				*	9,105.31		
			SEP FACILITY MAINT SRVCS									
		9/01/26	434300	202609	330-53800-45300				*	2,902.75		
			SEP JANITORIAL SRVCS									
		9/01/26	434300	202609	330-53800-34400				*	5,571.75		
			SEP FACILITY ATTENDANT									
								VESTA PROPERTY SERVICES INC			33,350.44	001379
9/15/26	00046	9/03/26	26424647	202609	320-57200-60000				*	293.41		
			JANITORIAL SUPPLIES									
		9/09/26	26434295	202609	320-57200-60000				*	262.89		
			JANITORIAL SUPPLIES									
								W B MASON CO INC			556.30	001380
9/28/26	00043	9/22/26	47913	202609	320-57200-34520				*	555.00		
			3RD QUARTERLY MONITORING									
								DYNAMIC SECURITY PROFESSIONALS INC			555.00	001381

*** CHECK NOS. 001354-001392 GENERAL FUND
BANK A RIVERS EDGE III CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/28/26	00051	9/10/26	7562948	202609	320-57200-45210			*	3,052.17		
			POOL CHEMICALS								
							HAWKINS INC			3,052.17	001382
9/28/26	00033	9/18/26	5227	202609	320-57200-60000			*	790.00		
			INSTALL NEW BIG FAN								
							KAD ELECTRIC COMPANY			790.00	001383
9/28/26	00013	9/14/26	15930	202608	310-51300-31500			*	3,665.47		
			AUG GENERAL COUNSEL								
							KILINSKI VAN WYK			3,665.47	001384
9/28/26	00062	9/17/26	22013455	202608	310-51300-31100			*	375.00		
			AUG MTG GRAND BRIDGE SIGN								
							PRIME AE GROUP INC			375.00	001385
9/28/26	00062	7/17/26	22012751	202605	310-51300-31100			*	152.06		
			MAY-JUL SRVCS & JUN MTG								
		7/17/26	22012752	202605	310-51300-31100			*	907.59		
			MAY-JUL PUBLIC FAC RPT								
							PRIME AE GROUP INC			1,059.65	001386
9/28/26	00046	9/10/26	26436246	202609	320-57200-60000			*	27.16		
			JANITORIAL SUPPLIES								
		9/17/26	26454344	202609	320-57200-60000			*	175.52		
			JANITORIAL SUPPLIES								
							W B MASON CO INC			202.68	001387
9/28/26	00060	9/18/26	24732	202609	320-57200-60000			*	465.60		
			DISINFECTANT WIPES CASE								
							WIPES.COM			465.60	001388
9/28/26	00028	8/31/26	1254022	202608	320-57200-46101			*	3,500.00		
			TREE STACKING								
							YELLOWSTONE LANDSCAPE			3,500.00	001389
9/28/26	00028	8/31/26	1254023	202608	320-57200-46200			*	328.46		
			AUG IRR RPR 4006 MAIN ST								
							YELLOWSTONE LANDSCAPE			328.46	001390
9/28/26	00028	9/03/26	1259684	202608	320-57200-46200			*	157.11		
			AUG IRRIG 469 ADIRONDACK								
							YELLOWSTONE LANDSCAPE			157.11	001391
9/28/26	00028	9/01/26	1263067	202609	320-57200-46100			*	94,899.28		
			SEP LANDSCAPE MAINTENANCE								
							YELLOWSTONE LANDSCAPE			94,899.28	001392

TOTAL FOR BANK A 215,639.59

*** CHECK NOS. 001354-001392 GENERAL FUND
BANK A RIVERS EDGE III CDD

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
									TOTAL FOR REGISTER		215,639.59		

INVOICE

American Architectural Graphics, Inc.

2312 Hibiscus Drive
Edgewater, FL 32141
(386) 427-6810
(386) 427-6470

SHIP TO: *Rivertown*

BILL TO: *Rivertown Edge CDD III*
475 W Town Pl, Suite 114
St |Augustine, FL 32092-3649

Contact:	David Provost	*Date of order:*	8/10/2026
Payment terms:	Due upon receipt	*Date order shipped:*	8/19/2026
Method of shipment:	Installed	*Purchase order number:*	
Invoice number:	26-04-02	*Invoice date:*	8/20/2026
Customer number:	26-04		

ITEM NO.	QTY.	DESCRIPTION	PRICE EACH	AMOUNT
	4	Street/Stop with extra arm for 4 way stop@ Rivertown Main Street and Grand Bridge Drive	2,054.99	8,219.96

RECEIVED
AUG 28 2026
BY: _____

Approved RECDD 3
Submitted to A/P 08-28-26
By Richard Losco
Richard Losco

Sub total:	8,219.96
Tax rate: _____ *Tax:*	
Shipping & handling:	
Previous amount owing:	
Deposit:	
You pay this amount:	8,219.96

Original

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

INVOICE

Total Invoice	**$2,188.69**
Invoice Number	7547721
Invoice Date	8/26/26
Sales Order Number/Type	5268870 SL
Branch Plant	74
Shipment Number	6351170

Sold To: 544866
Accounts Payable
RIVERS EDGE CDD 3
475 W Town Pl STE 114
St Augustine FL 32092-3649

Ship To: 544867
RIVERLODGE
100 Grand Verde Dr
St Johns FL 32259-7546

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
9/25/26	Net 30	PPD Origin	HWTG			387

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	N	400.0000	GA	$2.8700	GA	3,868.0 LB	$1,148.00
		1 LB BLK (Mini-Bulk)		400.0000	GA			3,868.0 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	$12.0000			$12.00
2.000	14420	Sodium Bicarbonate	N	10.0000	BG	$45.0000	BG	500.0 LB	$450.00
		50 LB BG (Pool Grade)		10.0000	BG			510.0 GW	
3.000	42875	Sulfuric Acid 38-40%	N	110.0000	GA	$5.2608	GA	1,195.7 LB	$578.69
		1 GA BLK (Mini-Bulk)		110.0000	GA			1,195.7 GW	

********** 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 8.27.26
By Kevin McKendree

Kevin McKendree

RECEIVED
AUG 27 2026
BY:

Tax Rate	Sales Tax
0 %	$0.00

Invoice Total **$2,188.69**

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 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

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

Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

[redacted]

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.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 3302407

INVOICE	#90015579
SERVICE DATE	Aug 05, 2026
PAYMENT TERMS	Upon receipt
DUE DATE	Aug 28, 2026
AMOUNT DUE	**$975.00**

Rivers Edge CDD3
475 West Town Place Suite 114
St. Augustine, FL 32092

(904) 607-1038
Kmckendree@vestapropertyservices.com

CONTACT US

127 Terra Oaks Dr
St Johns , FL 32259

(904) 813-1401
aaron@mrsteamlux.com

Service completed by: Mr Steamlux

INVOICE

Services	qty	unit price	amount
Tile & Grout Deep Cleaning Three bathrooms — 650 sq ft @ $0.75/sq ft	1.0	$487.50	$487.50
Non-Slip Treatment Three bathrooms — 650 sq ft @ $0.75/sq ft	1.0	$487.50	$487.50

Subtotal	$975.00
Total Tax	$0.00
Duval (7%)	$0.00
Job Total	**$975.00**
Amount Due	**$975.00**

Thank you for doing business with us. We always look forward to serving you.

See our Terms & Conditions

RECEIVED
AUG 28 2026
BY:

Approved RECDD 3
Submitted to AP 8.28.2026
By Kevin McKendree

Kevin McKendree

Rivers Edge CDD

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

INVOICE

DATE: 9/2/2026
INVOICE # CS-2026-SEP

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

DESCRIPTION	AMOUNT
Cost Share - Amenity September 2026 (FY2026 Budget $109,345) **GL Code 1.320.57200.49200**	$ 9,112.08
TOTAL	$ 9,112.08

RECEIVED
SEP 01 2026
BY:

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!

PM

WHO BUT W.B.MASON

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

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

Invoice Number	264100243
Customer Number	C3189841
Invoice Date	08/27/2026
Due Date	09/26/2026
Order Date	08/26/2026
Order Number	S164425060
Order Method	WEB

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

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

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

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.

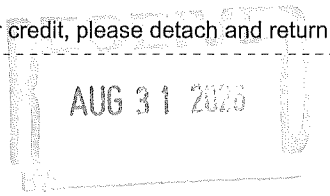
ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
CGW35001CT	CRYSTAL GEYSER WATER,ALPINE,SPRG,35BTL	4	CT	22.48	89.92

SUBTOTAL:	89.92
TAX & BOTTLE DEPOSITS TOTAL:	0.00
ORDER TOTAL:	89.92
Total Due:	89.92

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

WHO BUT W.B.MASON

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



Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

Remittance Section	
Customer Number	C3189841
Invoice Number	264100243
Invoice Date	08/27/2026
Terms	Net 30
Total Due	**89.92**

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

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

C3189841264100243264100243000000089921

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1243948	8/13/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 12, 2026

Invoice Amount: $4,900.00

Description	Current Amount
Washout Behind 254 Palomar drive	
Landscape Enhancement CORE	$4,900.00

Invoice Total **$4,900.00**

AUG 31 2026

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1244673	8/14/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 13, 2026

Invoice Amount: $1,250.18

Description	Current Amount
Irrigation remediation for new sod******52 Holly Creek******	
Irrigation Repairs	$1,250.18

Invoice Total **$1,250.18**

RECEIVED
AUG 31 2026

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE LANDSCAPE

completed

W. O. #

NAME **River Town**

ADDRESS 52 Holly creek CDD3

DATE 7/28/2026 PG OF

#		EACH	EXTNSN
1	flex pipe 100 ft	$0.58	$58.00
14	spray heads	$17.35	$242.90
12	caps 1/2"	$0.86	$10.32
14	PVC fitting 1/2"	$0.64	$8.96
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		PARTS TOTAL	$320.18

Please stamp here

DESCRIPTION	HOURS		RATE	TOTAL
Tech	10	#	$93.00	$ 930.00
				$ -
				$ -
				$ -
			LABOR & RENTAL TOTAL	$ 930.00

Approved _____

Not Approved _____

Comments:

Replaced spray heads and caped heads on zone as needed for new sod near 52 Holly creek

PROPOSED WORK	
MATERIALS	$320.18
LABOR & RENTAL	$ 930.00
TOTAL	$ 1,250.18

CLIENT _____

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1244674	8/14/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 13, 2026

Invoice Amount: $573.83

Description	Current Amount
August irrigation repairs - 2026******Riverlodge******	
Irrigation Repairs	$573.83

Invoice Total **$573.83**

RECEIVED
AUG 31 2026

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

COMPLETED WORK

W. O. #
NAME Rivertown CDD 3
ADDRESS Riverlodge amenity clock
DATE 8/7/2026

#			EXTENTION
4	Rainbird 1806	$ 17.08	$ 68.32
15	Nozzle	$ 2.55	$ 38.25
1	1/2" 90	$ 0.98	$ 0.98
2	1/2" coupling	$ 0.64	$ 1.28
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		PARTS TOTAL	$ 108.83

DATE	DESCRIPTION	HOURS	RATE	TOTAL
8/7/2026	labor	5	$ 93.00	$ 465.00
				$ -
				$ -
				$ -
				$ 465.00

COMMENTS :

Description of where all parts were used are in irrigation report.

MATERIALS	$ 108.83
LABOR & RENTAL	$ 465.00
TOTAL	$ 573.83

DATE COMPLETED 8/7/2026 TECHNICIAN Andrew J CLIENT

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1247968	8/25/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 24, 2026

Invoice Amount: $3,500.00

Description	Current Amount
Tree stacking at CDDIII	
3 at Claiborne Ln, 4 at the Forest and 3 at Greenbriar entrance.	
Landscape Enhancement CORE	$3,500.00
Invoice Total	**$3,500.00**

AUG 31 2026

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1247969	8/25/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

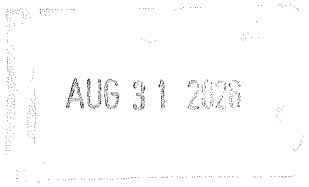
Address: 475 West Town Place Suite 114
St. Augustine, FL 32092

Invoice Due Date: September 24, 2026

Invoice Amount: $716.86

Description	Current Amount
August irrigation repairs - 2026******Main St.******	
Irrigation Repairs	$716.86

Invoice Total **$716.86**



Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

COMPLETED WORK

W. O. #
NAME Rivertown
ADDRESS (CDD3) Rivertown Main St.
DATE 8/10/2026

#	Repaired main line broken at a tee feeding a valve. Also was necessary		EXTENTION
	to cut out and restore part of a lateral line to access the main line.		$ -
			$ -
1	3" Slip Fix	$ 96.50	$ 96.50
1	3" Tee	$ 30.28	$ 30.28
1	3" Coupling	$ 11.98	$ 11.98
1	3" X 2" RB	$ 10.01	$ 10.01
1	2" 90	$ 5.80	$ 5.80
1	1" 90	$ 1.97	$ 1.97
4	1" Class 200 Purple (ft)	$ 0.58	$ 2.32
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		PARTS TOTAL	$ 158.86

DATE	DESCRIPTION	HOURS	RATE	TOTAL
8/10/2026	Labor	6	$ 93.00	$ 558.00
				$ -
				$ -
				$ -
				$ 558.00

COMMENTS :

	MATERIALS	$ 158.86
	LABOR & RENTAL	$ 558.00
	TOTAL	$ 716.86

DATE COMPLETED 8/10/26 TECHNICIAN Kevin/Manuel CLIENT

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1248830	8/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 26, 2026

Invoice Amount: $3,040.00

Description	Current Amount
Springs Playground Mulch	
Mulch/Pinestraw (Sub)	$3,040.00
Invoice Total	**$3,040.00**

RECEIVED
AUG 31 2026
BY:

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1248831	8/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 26, 2026

Invoice Amount: $3,040.00

Description	Current Amount
Havens Playground Mulch	
Mulch/Pinestraw (Sub)	$3,040.00

Invoice Total **$3,040.00**

RECEIVED
AUG 31 2026
BY:

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1248832	8/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 26, 2026

Invoice Amount: $6,080.00

Description	Current Amount
River Lodge Playground mulch	
Mulch/Pinestraw (Sub)	$6,080.00

Invoice Total **$6,080.00**

RECEIVED
AUG 31 2026
BY:

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1248833	8/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 26, 2026

Invoice Amount: $1,900.00

Description	Current Amount
The Bluffs Playground Mulch	
Mulch/Pinestraw (Sub)	$1,900.00

Invoice Total **$1,900.00**

RECEIVED
AUG 31 2026
BY:

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1248834	8/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 26, 2026

Invoice Amount: $5,250.00

Description	Current Amount
Tree stacking at CDDIII 8/20/2026	
5 at Claiborne Ln, 5 at Main street and 5 at the Forest.	
Landscape Enhancement CORE	$5,250.00
Invoice Total	**$5,250.00**

RECEIVED
AUG 31 2026
BY:

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1248835	8/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 26, 2026

Invoice Amount: $764.00

Description	Current Amount
Install bubblers on trees throughout common areas	
Irrigation Repairs	$764.00

Invoice Total **$764.00**

RECEIVED
AUG 31 2026
BY:

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

COMPLETED WORK

W. O. #
NAME Rivertown CDD3
ADDRESS Claiborne lane
DATE 8/13/2026

#			EXTENTION
100	Adjustable bubblers	$ 4.85	$ 485.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		PARTS TOTAL	$ 485.00

DATE	DESCRIPTION	HOURS	RATE	TOTAL
8/13/2026	labor	3	$ 93.00	$ 279.00
				$ -
				$ -
				$ -
				$ 279.00

COMMENTS :

Added adjustable bubblers on all the oak trees on the side of claiborne lane
all the way down the road on bith sides of street.

MATERIALS	$ 485.00
LABOR & RENTAL	$ 279.00
TOTAL	$ 764.00

DATE COMPLETED 8/13/2026 TECHNICIAN Andrew J CLIENT

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1248836	8/27/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 26, 2026

Invoice Amount: $233.18

Description	Current Amount
August irrigation repairs - 2026	
Irrigation Repairs	$233.18

Invoice Total **$233.18**

RECEIVED
AUG 31 2026
BY:

Approved RECDD 3
Submitted to A/P 08-31-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

COMPLETED WORK

W. O. #
NAME Rivertown CDD 3
ADDRESS 3604 state road 13
DATE 8/24/2026

#			EXTENTION
2	Rainbird nozzle	$ 2.55	$ 5.10
1	Rainbird 1806	$ 17.08	$ 17.08
1	Rainbird 1812	$ 25.00	$ 25.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		PARTS TOTAL	$ 47.18

DATE	DESCRIPTION	HOURS	RATE	TOTAL
8/24/2026	labor	2	$ 93.00	$ 186.00
				$ -
				$ -
				$ -
				$ 186.00

COMMENTS :
Location of where irrigation parts were usedare in irrigation report.

MATERIALS	$ 47.18
LABOR & RENTAL	$ 186.00
TOTAL	$ 233.18

DATE COMPLETED 8/24/2026 TECHNICIAN Andrew J CLIENT

INVOICE

Affordable Plumbing Company
4565 Saint Augustine Road
Jacksonville, FL 32207

tracey@affordableplumbingjacksonville.com
+1 (904) 288-9003
CFC057228

Bill to
Rivers Edge CDD 3
475 West Town Place Suite 114
St Augustine,Florida 32092

Ship to
Rivers Edge CDD 3
110 Grand Verde Drive
St. Augustine,Florida 32259

Invoice details
Invoice no.: APC-24330
Terms: Net 15
Invoice date: 09/05/2026
Due date: 09/20/2026

Sales Rep: William Trent

#	Description	Qty	Rate	Amount
1.	Plumbing Services-Bathroom Stoppages *After Hours Call*	1.5	$225.00	$337.50
2.	Work Description: Amenity Center has bathrooms backing up and flooding floors Kenneth called in for service *After Hours Call*	1	$0.00	$0.00
3.	Work Resolution: Ran K-60 down all cleanouts on building for all bathrooms. Pulled back brown paper towels. Everything is draining as it should.	1	$0.00	$0.00

Total **$337.50**

Ways to pay

VISA DISCOVER AMEX BANK affirm

View and pay

RECEIVED
SEP 09 2026
BY:

Approved RECDD 3
Submitted to AP 9.9.2026
By Kevin McKendree
Kevin McKendree

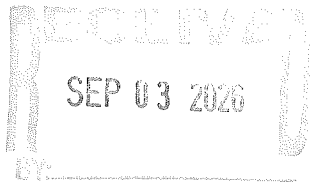
Disclosure Services LLC

1005 Bradford Way
Kingston, TN 37763

Invoice

Date	Invoice #
7/30/2026	5

Bill To
Rivers Edge III CDD C/O GMS- NF, LLC



Terms	Due Date
	7/30/2026

Description	Amount
Amortization Schedule Series 2021 8-1-26 Prepay $5,000	100.00
Amortization Schedule Series 2024 8-1-26 Prepay $40,000	250.00

Total	$350.00
Payments/Credits	$0.00
Balance Due	$350.00

Phone #
865-717-0976

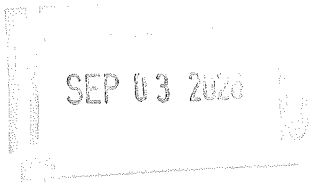
E-mail
tcarter@disclosureservices.info

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 85
Invoice Date: 9/1/26
Due Date: 9/1/26
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 - September 2026		2,752.83	2,752.83
Website Administration - September 2026		177.00	177.00
Information Technology - September 2026		118.00	118.00
Dissemination Agent Services - September 2026		344.08	344.08
Office Supplies		0.72	0.72
Postage		99.23	99.23
Copies		160.50	160.50

Total	$3,652.36
Payments/Credits	$0.00
Balance Due	$3,652.36

Quills Tree Services

255 Rivertown Shops Drive | Suite 102 #140 | St Johns, Florida 32259
+1 904-788-1185 | brent@quillstreeservices.com |
www.quillstreeservices.com

RECIPIENT:

Rivers Edge CDD 3

475 West Town Place
Suite 114
St. Augustine, Florida 32092
Phone: 9046071038

SERVICE ADDRESS:

152 Wagonbrook Way
St John's, Florida 32259

Invoice #543	
Issued	Sep 04, 2026
Due	Sep 19, 2026
Total	**$600.00**

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Sep 04, 2026				
Customer Responsibilities	• Ensure Accessibility: All trees scheduled for trimming or removal must be accessible by Quill's Tree Services equipment and personnel. An area equivalent to or greater than the height of the tree being serviced must be cleared of all vehicles and movable objects to prevent potential damage from falling debris. • Subterranean Fixtures Mapping: Prior to commencing any work, ensure that all subterranean fixtures (such as pipes, cables, etc.) are marked on a map and provided to Quill's Tree Services. This is particularly crucial if stump grinding services are requested, as it ensures the safety of underground utilities. • Authorized Representative on Site: An authorized representative with the authority to sign on behalf of the property owner must be present to sign off on completed work while the crew is still on site. This helps ensure that all parties are in agreement before the crew departs.	1	$0.00	$0.00
Tree Removal	Remove one hazardous tree that is currently suspended by another tree in the springs. The tree is located in the preserve to the right of 152 wagonbrook. Leave all wood and debris in the preserve.	1	$600.00	$600.00

Quills Tree Services

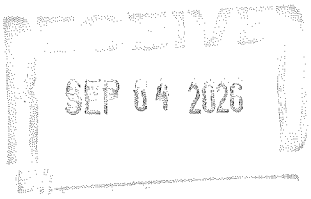
255 Rivertown Shops Drive | Suite 102 #140 | St Johns, Florida 32259
+1 904-788-1185 | brent@quillstreeservices.com |
www.quillstreeservices.com

Total	**$600.00**

Thank you so much for your business. It was an absolute pleasure serving you today. Don't hesitate to contact us with any questions regarding this invoice.

Approved RECDD 3
Submitted to AP 9.4.2026
By Kevin McKendree

Kevin McKendree



SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
*****ADDRESS CHANGED******
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI301534
Invoice Date: 9/2/2026

Bill To: Rivers Edge III CDD
475 West Town Place, Suite 114
Saint Augustin, FL 32092

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

Ship Via
Ship Date 9/2/2026
Due Date 10/2/2026
Terms Net 30

Customer ID 20143
P.O. Number
P.O. Date 9/2/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Rivers Edge CDD III Pond 84					
Rivers Edge CDD III Pond 85					
Rivers Edge CDD III Pond 86					
Rivers Edge CDD III Pond 87					
Rivers Edge CDD III Pond 88					
Rivers Edge CDD III Pond 89					
Rivers Edge CDD III Pond 90					
Rivers Edge CDD III Pond 91					
Rivers Edge CDD III Pond 92					
Rivers Edge CDD III Pond 93					
Rivers Edge CDD III Pond 94					
Rivers Edge CDD III Pond 95					
Rivers Edge CDD III Pond 96					
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 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					
Annual Maintenance September Billing 9/1/2026 - 9/30/2026		1	1	3,909.00	3,909.00

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
*****ADDRESS CHANGED******
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI301534
Invoice Date: 9/2/2026

Bill To: Rivers Edge III CDD
475 West Town Place, Suite 114
Saint Augustin, FL 32092

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

Ship Via
Ship Date 9/2/2026
Due Date 10/2/2026
Terms Net 30

Customer ID 20143
P.O. Number
P.O. Date 9/2/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
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 87					
Rivers Edge CDD III Pond 88					
Rivers Edge CDD III Pond 89					
Rivers Edge CDD III Pond 90					
Rivers Edge CDD III Pond 91					
Rivers Edge CDD III Pond 92					
Rivers Edge CDD III Pond 93					
Rivers Edge CDD III Pond 94					
Rivers Edge CDD III Pond 95					
Rivers Edge CDD III Pond 96					
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 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					

SOLITUDE
LAKE MANAGEMENT

INVOICE

Please Remit Payment to:
Solitude Lake Management, LLC
*****ADDRESS CHANGED******
PO BOX 85529
CHICAGO, IL 60689-5529
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI301534
Invoice Date: 9/2/2026

Bill To: Rivers Edge III CDD
475 West Town Place, Suite 114
Saint Augustin, FL 32092

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

Ship Via
Ship Date 9/2/2026
Due Date 10/2/2026
Terms Net 30

Customer ID 20143
P.O. Number
P.O. Date 9/2/2026
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Rivers Edge CDD III Pond ZZ					
Rivers Edge III CDD Pond 100					
Rivers Edge III CDD Pond 101					
Rivers Edge III CDD Pond 102					
Rivers Edge III CDD Pond 103					
Rivers Edge III CDD Pond 104					
Rivers Edge III CDD Pond 97					
Rivers Edge III CDD Pond 98					
Rivers Edge III CDD Pond 99					
Rivers Edge III CDD Pond 105					
Rivers Edge III CDD Pond 106					
Rivers Edge III CDD Pond 107					
Rivers Edge III CDD Pond 108					
Rivers Edge III CDD Pond 109					
Rivers Edge III CDD Pond 110					
Rivers Edge CDD III Pond 80					
Rivers Edge CDD III Pond 81					
Rivers Edge CDD III Pond 82					
Rivers Edge CDD III Pond 83					

RECEIVED
SEP 08 2026

Approved RECDD 3
Submitted to AP 9.8.2026
By Kevin McKendree

Kevin McKendree

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 3,909.00

Subtotal:	**3,909.00**
Invoice Discount:	0.00
Total Sales Tax	0.00
Payment Amount:	0.00
Total:	**3,909.00**

Service Slip/Invoice

Turner Pest Control
turnerpest.com

Turner Pest Control LLC
PO Box 600323
Jacksonville, FL 32260-0323
904-355-5300

INVOICE:	622746316
DATE:	09/09/2026
ORDER:	622746316

Bill To: [931796]
Rivers Edge CDD III
475 W Town Pl
Suite 114
St Augustine, FL 32092-3648

Work Location: [931796] 904-679-5523
River Lodge-CDD III
Richard Losco
100 Grand Verde Drive
St Johns, FL 32259

Work Date	Time	Target Pest	Technician		Time In
09/09/2026	09:35 AM				09:35 AM

Purchase Order	Terms	Last Service	Map Code		Time Out
	NET 30	09/09/2026			09:35 AM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	$82.60

SUBTOTAL	$82.60
TAX	$0.00
AMT. PAID	$0.00
TOTAL	$82.60
AMOUNT DUE	**$82.60**

Approved RECDD 3
Submitted to A/P 09-10-26
By Richard Losco
Richard Losco

RECEIVED
SEP 10 2026
BY:

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

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.

PLEASE PAY FROM THIS INVOICE

Service Slip/Invoice

Turner Pest Control
turnerpest.com

Turner Pest Control LLC
PO Box 600323
Jacksonville, FL 32260-0323
904-355-5300

INVOICE:	622748291
DATE:	09/09/2026
ORDER:	622748291

Bill To: [931796]
Rivers Edge CDD III
475 W Town Pl
Suite 114
St Augustine, FL 32092-3648

Work Location: [931796] 904-679-5523
River Lodge-CDD III
Richard Losco
100 Grand Verde Drive
St Johns, FL 32259

Work Date	Time	Target Pest	Technician		Time In
09/09/2026	09:35 AM				09:35 AM

Purchase Order	Terms	Last Service	Map Code		Time Out
	NET 30	09/09/2026			09:59 AM

Service	Description	Price
LANDOCOM	COMMERCIAL LAWN SERVICE	$365.00

SUBTOTAL	$365.00
TAX	$0.00
AMT. PAID	$0.00
TOTAL	$365.00
AMOUNT DUE	**$365.00**

Approved RECDD 3
Submitted to A/P 09-10-26
By Richard Losco
Richard Losco

RECEIVED
SEP 10 2026
BY:

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

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

PLEASE PAY FROM THIS INVOICE

Vesta

Invoice

Invoice #	434645
Date	08/31/2026
Terms	Net 30
Due Date	09/30/2026
Memo	Billable Mileage split

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

Description	Quantity	Rate	Amount
Billable Mileage split in 3	1	142.00	142.00

Total 142.00

Corbin deVagy

9/8/2026

SEP 08 2026

Vesta Mileage Report

Name:	*Kevin McKendree*	*Month*	*Aug-26*

Date	Purpose	Location (From)	Destination (To)	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
8/3	Daily mileage	Rivertown	Rivertown	52.9	Riversedge CDD		52.9
8/4	Daily mileage	Rivertown	Rivertown	43.2	iversedge CDD		43.2
8/5	Daily mileage	Rivertown	Rivertown	19.5	iversedge CDD		19.5
8/6	Daily mileage	Rivertown	Rivertown	25	Riversedge CDD		25
8/7	Daily mileage	Rivertown	Rivertown	31.9	iversedge CDD		31.9
8/10	Daily mileage	Rivertown	Rivertown	58.7	iversedge CDD		58.7
8/11	Daily mileage	Rivertown	Rivertown	35.4	iversedge CDD		35.4
8/12	Daily mileage	Rivertown	Rivertown	26.8	iversedge CDD		26.8
8/13	Daily mileage	Rivertown	Rivertown	23.9	iversedge CDD		23.9
8/14	Daily mileage	Rivertown	Rivertown	18.4	iversedge CDD		18.4
8/17	Daily mileage	Rivertown	Rivertown	48.7	iversedge CDD		48.7
8/18	Daily mileage	Rivertown	Rivertown	43.8	iversedge CDD		43.8
8/19	Daily mileage	Rivertown	Rivertown	29.6	iversedge CDD		29.6
8/20	Daily mileage	Rivertown	Rivertown	26.2	iversedge CDD		26.2
8/21	Daily mileage	Rivertown	Rivertown	22	iversedge CDD		22
8/24	Daily mileage	Rivertown	Rivertown	50.5	iversedge CDD		50.5
8/25	Daily mileage	Rivertown	Rivertown	41.9	iversedge CDD		41.9
8/26	Daily mileage	Rivertown	Rivertown	34.2	iversedge CDD		34.2
8/27	Daily mileage	Rivertown	Rivertown	27.7	iversedge CDD		27.7
8/28	Daily mileage	Rivertown	Rivertown	17.3	iversedge CDD		17.3
8/31	Daily mileage	Rivertown	Rivertown	56.9	iversedge CDD		56.9

Total Mileage	**735**
Reimbursement Rate	**$0.580**
Total Reimbursement	**$426.01**
Date Submitted in Paycom	9/3/26

$142.00

Vesta

Invoice

Invoice #	434652
Date	08/31/2026
Terms	Net 30
Due Date	09/30/2026
Memo	Lifeguard Hours

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

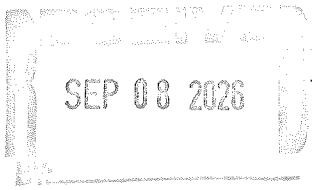
Description	Quantity	Rate	Amount
Lifeguard hours August	533.19	21.40	11,410.27

Thank you for your business.

Total 11,410.27

Corbin deVagy

9/8/2026



Vesta
245 Riverside Ave
Suite 300
Jacksonville, FL. 32202
Phone: 904-355-1831

Billable Services Invoice

Invoice: 7.26.2026 – 8.25.2026
Date: 8.26.2026

To:

Rivers Edge CDD 3
475 W. Town Place Suite 114
St Augustine, Fl 32092
904-679-5523

For:

Non-contractual Billable ServicesLifeguard Hours

DESCRIPTION	HOURS	RATE	AMOUNT
July 26th – August 25th	533.19	$21.40	$11410.27
		TOTAL	$11410.27

Thank you for your business!

Vested in your community

Vesta

Invoice

Invoice #	434300
Date	09/01/2026
Terms	Net 30
Due Date	10/01/2026
Memo	Rivers Edge CDDIII

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

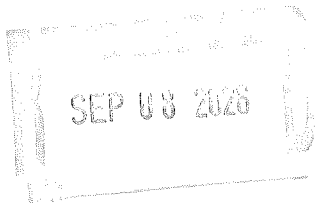
Bill To

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

Description	Quantity	Rate	Amount
General management services	1	4,075.93	4,075.93
Field Ops	1	3,435.82	3,435.82
Lifestyle services	1	3,785.53	3,785.53
Amenity management services	1	4,473.35	4,473.35
Facility maintenance services	1	9,105.31	9,105.31
Janitorial services	1	2,902.75	2,902.75
Facility Attendant	1	5,571.75	5,571.75

Thank you for your business.

Total 33,350.44



Corbin deNagy

9/8/2026

PM

WHO BUT W.B.MASON

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

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

Invoice Number	264246472
Customer Number	C3189841
Invoice Date	09/03/2026
Due Date	10/03/2026
Order Date	09/01/2026
Order Number	S164563695
Order Method	WEB

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

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

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

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
CGW35001CT	CRYSTAL GEYSER WATER,ALPINE,SPRG,35BTL	2	CT	22.48	44.96
HERX7658AK	LINER,REPRO,38X58 ,1.5ML,BK 100/CT	1	CT	71.69	71.69
MRCP200N	TOWEL,MFOLD,16PK/250,NTTN, 16PK/CT	1	CT	55.19	55.19
MRC05002	TISSUE,BATH,2PLY,RCY,500/RL,96/CT,WH	1	CT	54.89	54.89
CLO35417	CLOROX CLEAN-UP CLOROX PRO DISINFECTANT SPRAY 9/32FO	1	EA	9.49	9.49
NWLNEBPFGXL	NITRILE EXAM PF GLOVES - BLACK- XLARGE - 5MIL - 100/BX	1	BX	10.99	10.99
CLO30966	CLOROXPRO GERMICIDAL BLEACH, CONCENTRATED, 121 FL OZ	2	EA	13.92	27.84

- Please See Next Page for Continuation -

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

RECEIVED
SEP 11 2026
BY:

WHO BUT W.B.MASON

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

Approved RECDD 3
Submitted to A/P 09-11-26
By Richard Losco
Richard Losco

Remittance Section	
Customer Number	C3189841
Invoice Number	264246472
Invoice Date	09/03/2026
Terms	Net 30
Total Due	**293.41**

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

C3189841264246472264246472000000293418

WHO BUT W.B.MASON

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

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

Customer Number	C3189841
Invoice Number	**264246472**
Invoice Date	09/03/2026

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
	- Continued On From Previous Page -				
RAC98016	CLEANER,DISINFCT TOILET BWL CLEANER, WINTERGR, 24OZ, 2PK	2	PK	9.18	18.36

SUBTOTAL:	293.41
TAX & BOTTLE DEPOSITS TOTAL:	0.00
ORDER TOTAL:	293.41
Total Due:	293.41

PM

WHO BUT W.B.MASON

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

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

Invoice Number	264342957
Customer Number	C3189841
Invoice Date	09/09/2026
Due Date	10/09/2026
Order Date	09/07/2026
Order Number	S164704914
Order Method	WEB

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

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

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

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
MRCP200N	TOWEL,MFOLD,16PK/250,NTTN, 16PK/CT	2	CT	55.19	110.38
CGW35001CT	CRYSTAL GEYSER WATER,ALPINE,SPRG,35BTL	2	CT	22.48	44.96
CLO35417	CLOROX CLEAN-UP CLOROX PRO DISINFECTANT SPRAY 9/32FO	1	EA	9.49	9.49
RAC98016	CLEANER,DISINFCT TOILET BWL CLEANER, WINTERGR, 24OZ, 2PK	1	PK	9.18	9.18
NWLNEBPFGXL	NITRILE EXAM PF GLOVES - BLACK- XLARGE - 5MIL - 100/BX	1	BX	10.99	10.99
MRC06350	TOWEL,KITCH,85/RL,30RL/CT,WH	1	CT	56.25	56.25

- Please See Next Page for Continuation -

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

WHO BUT W.B.MASON

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

RECEIVED
SEP 11 2026
BY:

Approved RECDD 3
Submitted to A/P 09-11-26
By Richard Losco
Richard Losco

Remittance Section	
Customer Number	C3189841
Invoice Number	264342957
Invoice Date	09/09/2026
Terms	Net 30
Total Due	**262.89**

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

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

C3189841264342957264342957000000002628 92

WHO BUT W.B.MASON

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

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

Customer Number	C3189841
Invoice Number	**264342957**
Invoice Date	09/09/2026

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
	- Continued On From Previous Page -				
CLO31043	DISINFECTANT,4IN1,OR	2	EA	10.82	21.64

SUBTOTAL:	262.89
TAX & BOTTLE DEPOSITS TOTAL:	0.00
ORDER TOTAL:	262.89
Total Due:	262.89

Dynamic Security Professionals, Inc.

P.O. Box 23861
Jacksonville, FL 32241
EF0001108

Invoice

Date	Invoice #
9/22/2026	47913

Bill To	Location
Rivers Edge CDD III 1175 West Town Place Suite 114 St. Augustine, FL 32092	RiverLodge Amenity and Airnasium 100/110 Grand Verde Drive St. Johns, Florida 32259

P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
3	Quarterly Monitoring of Fitness Center Fire Alarm Via Starlink Cellular for 4th Quarter	75.00	225.00
3	Quarterly Monitoring of Airnasium Fire Alarm System Via Starlink Cellular for 4th Quarter	75.00	225.00

Thank you for your business.

Subtotal	
Sales Tax (6.5%)	
Total	
Payments/Credits	
Balance Due	

RECEIVED
SEP 22 2026
BY:

Approved RECDD 3
Submitted to A/P 09-22-26
By Richard Losco
Richard Losco

Dynamic Security Professionals, Inc.

Invoice

P.O. Box 23861
Jacksonville, FL 32241
EF0001108

Date	Invoice #
9/22/2026	47913

Bill To	Location
Rivers Edge CDD III 1175 West Town Place Suite 114 St. Augustine, FL 32092	RiverLodge Amenity and Airnasium 100/110 Grand Verde Drive St. Johns, Florida 32259

P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
3	Quarterly Monitoring of Fitness/Airnasium Security System Via Starlink Cellular for 4th Quarter	35.00	105.00

Thank you for your business.

Subtotal	$555.00
Sales Tax (6.5%)	$0.00
Total	$555.00
Payments/Credits	$0.00
Balance Due	$555.00

Original

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

INVOICE

Total Invoice	**$3,052.17**
Invoice Number	7562948
Invoice Date	9/10/26
Sales Order Number/Type	5283855 SL
Branch Plant	74
Shipment Number	6370417

Sold To: 544866
Accounts Payable
RIVERS EDGE CDD 3
475 W Town Pl STE 114
St Augustine FL 32092-3649

Ship To: 544867
RIVERLODGE
100 Grand Verde Dr
St Johns FL 32259-7546

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
10/10/26	Net 30	PPD Origin	HWTG			387

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	N	400.0000	GA	$2.9200	GA	3,868.0 LB	$1,168.00
		1 LB BLK (Mini-Bulk)		400.0000	GA			3,868.0 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	$12.0000			$12.00
2.000	14420	Sodium Bicarbonate	N	5.0000	BG	$45.0000	BG	250.0 LB	$225.00
		50 LB BG (Pool Grade)		5.0000	BG			255.0 GW	
3.000	42875	Sulfuric Acid 38-40%	N	85.0000	GA	$5.2608	GA	924.0 LB	$447.17
		1 GA BLK (Mini-Bulk)		85.0000	GA			924.0 GW	
4.000	69599	Regal Pool Care - 90	N	3.0000	PA	$400.0000	PA	150.0 LB	$1,200.00
		50 LB PA (EPA 42177-67)		3.0000	PA			157.5 GW	
		Lot/SN: 1234							

Approved RECDD 3
Submitted to AP 9.14.2026
By Kevin McKendree

********** 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.

RECEIVED
SEP 14 2026
BY

Kevin McKendree

Page 1 of 1

Tax Rate	Sales Tax
0 %	$0.00

Invoice Total **$3,052.17**

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 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

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

Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

[redacted]

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.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 3381374

KAD ELECTRIC COMPANY

P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
9/18/2026	5227

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

P.O. NO.	TERMS	JOB
	Net 25	26-988

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
		Rivertown- River Lodge Fitness Room		
Elec. Labor	1	Removed existing Big Fan, installed a new Big Fan. Fan was still under warranty- Labor cost only.	790.00	790.00

RECEIVED
SEP 21 2026

Approved RECDD 3
Submitted to AP 9.21.2026
By Kevin McKendree
Kevin McKendree

Thank you for your business. We appreciate it very much.

Total	$790.00
Payments/Credits	$0.00
Balance Due	$790.00

Phone #	Fax #	E-mail
904-541-1000	**904-215-3475**	**LDEASE@AOL.COM**

KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

INVOICE

Invoice #15930
Date:09/14/2026
Due On:10/14/2026

P.O. Box 6386
Tallahassee, Florida 32314
Rivers Edge III CDD
475 West Town Place Suite 114
St. Augustine, Florida
32092

River's Edge III - General Counsel
RE3CDD-01

Current Invoice: $3,665.47

Issue Date: **09/14/2026**

Invoice Number	Due On	Amount Due (USD)	Balance Due (USD)
15930	10/14/2026	$3,665.47	$3,665.47
		Invoice Balance	**$3,665.47**

Other Invoices: River's Edge III - General Counsel

Invoice number	Due On	Amount Due (USD)	Balance Due (USD)
15692	09/13/2026	$1,695.88	$1,695.88
		Outstanding Balance:	**$1,695.88 USD**

River's Edge III - General Counsel

Type	Date	Attorney Name	Description	Quantity	Rate (USD)	Discount	Total (USD)
Service	08/03/2026	LG	Research real property ownership status for River Lodge tract.	0.40	$350.00	-	$140.00
Service	08/03/2026	CD	Format and Record Deed through Simplifile.	0.20	$190.00	-	$38.00
Expense	08/03/2026	KB	Simplifile Recording: eRecording fee for River Lodge Deed.	1.00	$100.95	-	$100.95

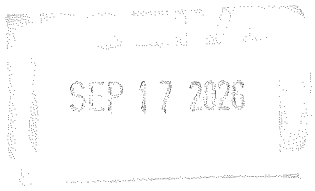
Type	Date	Attorney Name	Description	Quantity	Rate (USD)	Discount	Total (USD)
Service	08/04/2026	CD	Download recorded River Lodge Deed from Simplifile; Email to District Staff and District Manager.	0.30	$190.00	-	$57.00
Service	08/05/2026	LG	Review draft agenda and follow up on status of pending legal action items.	0.20	$350.00	100.0%	$0.00
Service	08/05/2026	MGH	Review draft agenda and identify legal input and follow-up items needed.	0.20	$295.00	-	$59.00
Service	08/11/2026	MGH	Prepare for and attend agenda planning call with District staff.	0.40	$295.00	-	$118.00
Service	08/14/2026	LG	Review agenda and prepare for Board meeting.	0.70	$350.00	-	$245.00
Service	08/18/2026	MB	Research application of HB 967 (electronic payments).	0.10	$285.00	-	$28.50
Service	08/18/2026	LG	Prepare memorandum regarding implementation of HB 967 (electronic payments).	0.10	$350.00	-	$35.00
Service	08/18/2026	MGH	Review and analyze agenda package and materials for Board consideration in preparation for Board meeting.	0.90	$295.00	-	$265.50
Service	08/19/2026	MGH	Prepare for and attend Board meeting.	2.50	$295.00	-	$737.50
Service	08/19/2026	LG	Analyze status of legal action items following board meeting.	0.30	$350.00	-	$105.00
Expense	08/19/2026	KB	Travel: Mileage - MGH.	27.00	$0.76	-	$20.52
Service	08/20/2026	CD	Confer with District Staff regarding Yellowstone Proposal; Review proposal and research Yellowstone on Sunbiz; Draft Additional Services	0.70	$190.00	-	$133.00

Type	Date	Attorney Name	Description	Quantity	Rate (USD)	Discount	Total (USD)
			Order for River Lodge Playground Mulch and email same to District Staff for review.				
Service	08/20/2026	MGH	Review and revise draft joint meeting minutes; confirm records related to final score sheets for landscape RFP proposals.	0.20	$295.00	-	$59.00
Service	08/21/2026	LG	Analyze CDD dedicated property on Parcel 37 Phase 2 plat; confer with Smith regarding easement rights.	0.70	$350.00	-	$245.00
Service	08/24/2026	LG	Analyze options for Flock contract.	0.20	$350.00	-	$70.00
Service	08/24/2026	LG	Provide comments to affidavit for Parcel 37 Phase 2 plat.	0.30	$350.00	-	$105.00
Service	08/24/2026	MGH	Confirm final landscape RFP scorecard numbers with District Manager and review final edits to joint meeting minutes.	0.10	$295.00	-	$29.50
Service	08/25/2026	LG	Prepare 2026 landscape agreement.	0.60	$350.00	-	$210.00
Service	08/25/2026	MGH	Review District Manager meeting notes and identify legal follow-up tasks.	0.20	$295.00	-	$59.00
Service	08/26/2026	LG	Prepare updated rules of procedure and resolution setting hearing on same; finalize Yellowstone contract for signatures; confer with deNagy regarding cost share procedures.	1.00	$350.00	-	$350.00
Service	08/27/2026	LG	Preliminary research regarding Flock contract renewals.	0.20	$350.00	-	$70.00
Service	08/28/2026	LG	Prepare preliminary turnover documents for	0.90	$350.00	-	$315.00

Type	Date	Attorney Name	Description	Quantity	Rate (USD)	Discount	Total (USD)
			Rivertown Springs Phase 2.				
Service	08/31/2026	LG	Analyze update from FDOT regarding LPR systems.	0.20	$350.00	-	$70.00
						Subtotal	**$3,665.47 USD**

Please make all amounts payable to: Kilinski | Van Wyk PLLC
Please pay within 30 days.

Corbin deVagy
9/17/2026



PRIME AE
Columbus Office
8415 Pulsar Place, Suite 300, Columbus, OH 43240
P: 614.839.0250 F: 614.839.0251

September 17, 2026
Project No: P0113094.80
Invoice No: 22013455

Oksana Kuzmuk
Rivers Edge Community Development District
Rivers Edge III CDD
c/o Government Management Services, LLC
Attn: Corbin deNagy
475 West Town Place, Suite 114
St. Augustine, FL 32092

Project P0113094.80 Rivers Edge III CDD
For services including attending August CDD meeting and Grand Bridge stop sign billing follow up.
Professional Services from August 01, 2026 to August 28, 2026

Fee Billing
Professional Personnel

		Hours	Rate	Amount	
Vice President		1.50	250.00	375.00	
	Totals	1.50		375.00	
	Total Labor				**375.00**
			Total this Task		**$375.00**
			Total this Invoice		**$375.00**

Outstanding Invoices

Number	Date	Balance
22012751	7/17/2026	152.06
Total		**152.06**

Corbin deNagy
9/18/2026

RECEIVED
SEP 18 2026

REMITTANCE:
CHECKS: PRIME AE Group, Inc. I P.O. BOX 530733, Atlanta, Georgia 30353-0733
If paying via ACH or wire, please send a remittance advice to cashreceipt@primeeng.com

PRIME AE

Columbus Office
8415 Pulsar Place, Suite 300, Columbus, OH 43240
P: 614.839.0250 F: 614.839.0251

July 17, 2026
Project No: P0113094.80
Invoice No: 22012751

Oksana Kuzmuk
Rivers Edge III Community Development
District Rivers Edge III CDD
c/o Government Management Services, LLC
Attn: Corbin deNagy
475 West Town Place, Suite 114
St. Augustine, FL 32092

Project P0113094.80 Rivers Edge III CDD
For services including attending June CDD meeting.
Professional Services from May 30, 2026 to July 03, 2026

Expense Billing
Reimbursable Expenses

Travel - Reimbursable - Mileage		20.03	
Travel - Reimbursable- Mileage Client OV		10.02	
Total Reimbursables	**1.15 times**	**30.05**	**34.56**
		Total this Task	**$34.56**

Fee Billing
Professional Personnel

	Hours	Rate	Amount	
Project Director	.50	235.00	117.50	
Totals	.50		117.50	
Total Labor				**117.50**
			Total this Task	**$117.50**
			Total this Invoice	**$152.06**

Check #1306, processed and mailed out on 07/31/26, was not received by vendor.
Reissue another check.
09/23/26
TP

RECEIVED
JUL 17 2026
BY:

Corbin deNagy
7/17/2026

RECEIVED
SEP 23 2026
BY: TP

REMITTANCE:
CHECKS: PRIME AE| 13901 Sutton Park Dr. S., Suite 200A, Jacksonville FL 32224|
If paying via ACH or wire, please send a remittance advice to cashreceipt@primeeng.com

PRIME AE

Columbus Office
8415 Pulsar Place, Suite 300, Columbus, OH 43240
P: 614.839.0250 F: 614.839.0251

July 17, 2026
Project No: P0113094.85
Invoice No: 22012752

Rivers Edge III Community Development
District Rivers Edge III CDD
c/o Governmental Management Services, LLC
Attn: Corbin deNagy
475 West Town Place, Suite 114
St. Augustine, FL 32092

Project P0113094.85 Rivers Edge III CDD Public Facility Rpt.

Professional Services from May 30, 2026 to July 03, 2026

Fee & Expense billing

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Task 1: Development of Public Facilities	7,500.00	95.00	7,125.00	6,225.00	900.00	
Total Fee	7,500.00		7,125.00	6,225.00	900.00	
		Total Fee				**900.00**

Reimbursable Expenses

Printing - Reimbursable			6.60	
Total Reimbursables		**1.15 times**	**6.60**	**7.59**
		Total this Task		**$907.59**
		Total this Invoice		**$907.59**

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Fee	900.00	6,225.00	7,125.00		
Expense	7.59	147.51	155.10		
Totals	**907.59**	**6,372.51**	**7,280.10**	**6,372.51**	**907.59**

Check #1306, processed and mailed out on 07/31/26, was not received by vendor. Reissue another check.
09/23/26
TP

RECEIVED
JUL 17 2026
BY:

RECEIVED
SEP 23 2026
TP

Corbin deNagy
7/17/2026

REMITTANCE:
CHECKS: PRIME AEI 13901 Sutton Park Dr. S., Suite 200A, Jacksonville FL 32224l
If paying via ACH or wire, please send a remittance advice to cashreceipt@primeeng.com

PM

WHO BUT W.B.MASON

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

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

Invoice Number	264362460
Customer Number	C3189841
Invoice Date	09/10/2026
Due Date	10/10/2026
Order Date	09/01/2026
Order Number	S164563695
Order Method	WEB

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

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

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

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
NWLENGAPFM	NITRILE EXAM PF GLOVES - BLUE- MEDIUM - 4MIL - 100/BX	1	BX	9.99	9.99
JOJ11507800	BANDAGES,BANDAID FLEX,100	1	BX	17.17	17.17

SUBTOTAL:	27.16
TAX & BOTTLE DEPOSITS TOTAL:	0.00
ORDER TOTAL:	27.16
Total Due:	27.16

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

WHO BUT W.B.MASON

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

SEP 22 2026

Approved RECDD 3
Submitted to A/P 09-22-26
By Richard Losco
Richard Losco

Remittance Section	
Customer Number	C3189841
Invoice Number	264362460
Invoice Date	09/10/2026
Terms	Net 30
Total Due	**27.16**

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

C31898412643624602643624600000000027164

PM

WHO BUT W.B.MASON

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

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

Invoice Number	264543441
Customer Number	C3189841
Invoice Date	09/17/2026
Due Date	10/17/2026
Order Date	09/16/2026
Order Number	S164952507
Order Method	WEB

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

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

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

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
MRCP200N	TOWEL,MFOLD,16PK/250,NTTN, 16PK/CT	1	CT	55.19	55.19
CGW35001CT	CRYSTAL GEYSER WATER,ALPINE,SPRG,35BTL	2	CT	22.48	44.96
CLO35417	CLOROX CLEAN-UP CLOROX PRO DISINFECTANT SPRAY 9/32FO	1	EA	9.49	9.49
NWLNEBPFGXL	NITRILE EXAM PF GLOVES - BLACK- XLARGE - 5MIL - 100/BX	1	BX	10.99	10.99
MRC05002	TISSUE,BATH,2PLY,RCY,500/RL,96/CT,WH	1	CT	54.89	54.89

SUBTOTAL:	175.52
TAX & BOTTLE DEPOSITS TOTAL:	0.00
ORDER TOTAL:	175.52
Total Due:	175.52

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

RECD SEP 22 2026 BY:

WHO BUT W.B.MASON

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

Approved RECDD 3
Submitted to A/P 09-22-26
By Richard Losco
Richard Losco

Remittance Section	
Customer Number	C3189841
Invoice Number	264543441
Invoice Date	09/17/2026
Terms	Net 30
Total Due	**175.52**

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

C3189841264543441264543441000000175520

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

INVOICE

BILL TO	SHIP TO	SHIP DATE	09/18/2026	INVOICE	24732
Vesta Property Services - (100 Grand Verde) St. Johns FL	Vesta Property Services - (100 Grand Verde) St. Johns FL	SHIP VIA	UPS	DATE	09/18/2026
Rivers Edge CDD 3, 475 West Town Place, Suite 114, St. Augustine, Fl 32092	Rivers Edge CDD 3, RiverLodge, 100 Grand Verde Drive			TERMS	Net 30
Augustine, FL 32092	St. Johns, FL 32259			DUE DATE	10/18/2026

	DESCRIPTION	QTY	RATE	AMOUNT
Wipes.com Disinfectant Wipes Case	One (1) Case - Four (4) - 800 count rolls of EPA registered disinfecting wipes	4	98.96	395.84
Shipping	Freight Cost	1	69.76	69.76

INVOICE # MUST APPEAR ON ALL EFT & CHECK PAYMENTS.

Ways to pay

View and pay

SUBTOTAL	465.60
TAX	0.00
TOTAL	465.60
BALANCE DUE	**$465.60**

RECEIVED
SEP 20 2026
BY:

Approved RECDD 3
Submitted to A/P 09-20-26
By Richard Losco
Richard Losco

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1254022	8/31/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 30, 2026

Invoice Amount: $3,500.00

Description	Current Amount
Tree stacking at CDDIII 8/19/2026	
Landscape Enhancement CORE	$3,500.00

Invoice Total **$3,500.00**

SEP 21

Approved RECDD 3
Submitted to A/P 09-21-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1254023	8/31/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: September 30, 2026

Invoice Amount: $328.46

Description	Current Amount
August irrigation repairs - 2026******4006 Main St.******	
Irrigation Repairs	$328.46

Invoice Total **$328.46**

SEP 21 2026

Approved RECDD 3
Submitted to A/P 09-21-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

COMPLETED WORK

W. O. #
NAME Rivertown CDD 3
ADDRESS 4006 Rivertown main
DATE 8/28/2026

#			EXTENTION
6	Rainbird nozzle	$ 2.55	$ 15.30
2	Rainbird 1806	$ 17.08	$ 34.16
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		PARTS TOTAL	$ 49.46

DATE	DESCRIPTION	HOURS	RATE	TOTAL
8/28/2026	labor	3	$ 93.00	$ 279.00
				$ -
				$ -
				$ -
				$ 279.00

COMMENTS :
Location of where irrigation parts were used are in irrigation report.

MATERIALS	$ 49.46
LABOR & RENTAL	$ 279.00
TOTAL	$ 328.46

DATE COMPLETED 8/28/2026 TECHNICIAN Andrew J CLIENT

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1259684	9/3/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: October 3, 2026

Invoice Amount: $157.11

Description	Current Amount
August irrigation repairs - 2026******469 Adirondack******	
Irrigation Repairs	$157.11
Invoice Total	**$157.11**

RECEIVED
SEP 21 2026

Approved RECDD 3
Submitted to A/P 09-21-26
By Richard Losco
Richard Losco

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

YELLOWSTONE
LANDSCAPE

COMPLETED WORK

W. O. #
NAME Andrew J
ADDRESS 469 Adirondack Dr.
DATE 8/27/2026

#			EXTENTION
1	Rainbird nozzle	$ 2.55	$ 2.55
1	Rainbird 1806	$ 17.08	$ 17.08
1	Rainbird 5004R	$ 22.33	$ 22.33
1	Flood bubbler 533	$ 4.85	$ 4.85
1	1" coupling	$ 1.54	$ 1.54
1	1" slip fix	$ 15.76	$ 15.76
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		PARTS TOTAL	$ 64.11

DATE	DESCRIPTION	HOURS	RATE	TOTAL
8/27/2026	labor	1	$ 93.00	$ 93.00
				$ -
				$ -
				$ -
				$ 93.00

COMMENTS :
Description of where parts were used are in irrigation report.

MATERIALS	$ 64.11
LABOR & RENTAL	$ 93.00
TOTAL	$ 157.11

DATE COMPLETED 8/27/2026 TECHNICIAN Andrew J CLIENT

YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
1263067	9/1/2026
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Kevin McKendree Residence
475 West Town Place
suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

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

Invoice Due Date: October 1, 2026

Invoice Amount: $94,899.28

Description	Current Amount
Monthly Landscape Maintenance September 2026	$94,899.28

Invoice Total **$94,899.28**

RECEIVED
SEP 15 2026
BY:

Approved RECDD 3
Submitted to A/P 09-15-26
By Richard Losco
Richard Losco

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

*** CHECK NOS. 000005-000006
CAPITAL RESERVE FUND
BANK A RIVERS EDGE III CDD

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/28/26	00014	9/14/26	INV14153 CABLEWAY SEAT	202609	600-53800-60100			*	3,567.66		
							KOMPAN INC			3,567.66	000005
9/28/26	00097	9/21/26	31322 BENCH	202609	600-53800-60100			*	4,660.00		
							SOUTHERN BREEZE OUTDOOR FURNISHINGS			4,660.00	000006

TOTAL FOR BANK A 8,227.66

TOTAL FOR REGISTER 8,227.66

KOMPAN
Let's play

Sales - Invoice

Rivers Edge CDD 3
475 West Town Pl. Suite 114
Saint Augustine, FL 32092

Invoice No.	INV141534
Bill-to Customer No.	C180773
Order No.	SO129926
Document Date	09/14/2026
Due Date	10/14/2026
Sales Support	Madison Hoeft
Email	mahoef@kompan.com

Customer Ref. Signed SP173537, Tax Exempt Form

Project Name US356753 River Lodge, Zip Line Seats

No.	Description	Qty	Unit	Unit Price	Net Price
	NRO883-1011				
AC260214-99	CABLEWAY SEAT	2	Pieces	1,327.00	2,654.00
FREIGHT	Freight	1	Pieces	913.66	913.66
				Total USD	**3,567.66**

Payment Terms 50% Prepayment , 50% Net 30 days

Product Ship-to Address

Kevin McKendree
Kevin McKendree
REF: Rivers Lodge
100 Grand Verde
Saint Johns, FL 32259
Ship-to Contact Phone 904-607-1038
Ship-to Contact E-mail kmckendree@vestapropertyservices.com

Sell-to Address

Rivers Edge CDD 3
Kevin McKendree
475 West Town Pl. Suite 114
Saint Augustine, FL 32092

Installation Site Address

River Lodge
DJ Smith
39 Riverwalk blvd
Saint Johns, FL 32259
Phone No. (904) 463-1352
E-Mail djsmith@mattamycorp.com

Approved RECDD 3
Submitted to AP 9.14.2026
By Kevin McKendree

Kevin McKendree

RECEIVED
SEP 14 2026
BY:

Southern Breeze
OUTDOOR FURNISHINGS
COMMERCIAL
SEATING AND SHADE

Invoice No: 31322
Date: 09/21/26
Terms: Due at Time of Order

1128 Carmona Place, St. Augustine, FL 32092
Telephone: (904) 315-3933; (904) 315-3944

PROJECT:
Custom Benches

BILLING ADDRESS:
Rivers Edge Community Development District 3
475 West Town Pl., Suite 114
St. Augustine, FL 32092

SHIPPING ADDRESS:
Rivers Edge CDD 3
Kendall Crossing Drive
St. Johns, FL 32259

PAYMENT TERMS: 100% PAYMENT DUE AT TIME OF ORDER

DESCRIPTION	STYLE	SIZE	FABRIC / FRAME	UNIT $	QTY.	TOTAL $
6' Bench, Aluminum Frame, Poly Lumber Slats, Powdercoated Frame, Stainless Steel Hardware, Includes Qty. (4) Stainless Steel Concrete Wedge Anchors	Aluminum, Poly Lumber	6'	TBD / TBD	$2,435.00	2	$4,870.00
Discount				-$280.00	2	-$560.00

PLEASE REMIT PAYMENT TO:
Southern Breeze Outdoor Furnishings, LLC
1128 Carmona Place St. Augustine, FL 32092
Attn: Laura Smith

Product Total	$4,310.00
Freight	$350.00
TAX EXEMPT	$0.00
TOTAL	$4,660.00

PAYMENTS BY CREDIT CARD WILL BE CHARGED A 3% PROCESSING FEE

RECEIVED
SEP 21 2026
BY

Approved RECDD 3
Submitted to AP 9.21.2026
By Kevin McKendree

Kevin McKendree

D.

Docusign Envelope ID: 055E6B04-B53B-832F-8184-135BF8020DA5

Rivers Edge III
Community Development District

FY 2027 Funding Request #54
24-Sep-26

	Description		Amount
1	**Advanced Funding Request** FY27 Q1 Monthly Expenditures	$	400,000.00
	Total Amount Due	**$**	**400,000.00**

Signature: Signed by: D.J. Smith 21107AD545A946F...
Chairman/Vice Chairman

Signature: Signed by: Corbin deNagy 9C8879D789D84CC...
Secretary/Asst. Secretary

FIFTH ORDER OF BUSINESS

A.

Subject: November 2026 Landscape Report – River's Edge CDD I, II & III

Hello,

Please find the November 2026 landscape report for River's Edge CDD I, II & III below.

General Maintenance

November service work will include mowing as needed as temperatures drop, edging, string trimming, shrub pruning, weed control, mulch-bed applications, and removal of unwanted tree shoots.

Crews will continue addressing moss throughout the property. Minor limb cleanup will be completed within routine service, and larger tree work will be coordinated with the arbor team when required.

Representatives from Mattamy, Vesta, and Yellowstone will continue their monthly walkthroughs to review conditions, identify priorities, and uphold community landscape standards.

Turf will be maintained at appropriate fall mowing heights during November. Temporary scalping may be visible in isolated locations as crews encourage improved density and healthier long-term growth.

Ornamental grass cutback will begin as soon as blooming has stopped.

Irrigation

Irrigation technicians will inspect system operation throughout November and complete repairs identified during routine checks.

Watering is planned for1 days each week, with station run times adjusted in response to rainfall, temperatures, and turf needs.

The team will continue evaluating water-saving improvements, including removal of unnecessary bubblers and confirmation that rain sensors are operating properly.

Fertilization & Chemical Treatments

Selective weed treatments will be applied during November to reduce pressure in turf areas and improve the property's overall uniformity.

Planned granular fertilizer applications will provide seasonal nutrition and help sustain turf vigor through the fall transition.

Arbor Care

Tree maintenance will be performed where necessary, including elevating low branches to improve clearance, sightlines, presentation, and overall tree structure.

The November program will focus on dependable routine service, efficient irrigation, proactive turf treatments, and continued attention to the appearance of River's Edge.

Thank you,

E.

RIVERTOWN

RECDD's Monthly Operations Report

Date of report: ***11/18/2026*** *Submitted by:* ***Kevin McKendree & Richard Losco***

RECDD I

Rental Side Remodel:
We have begun the process of developing a plan and gathering quotes for the remodel of the rental side at the RiverHouse. Chairman Mcintyre is our liaison for this project. First Coast Collective has been hired as the design firm on this project. This was approved and contracts are signed. The building is closed and demo began September 21st. Demo is complete. Plumbing has been relocated and stubbed up. Electrical is complete. Walls have been drywalled where repairs were made. Flooring is installed. Cabinets are next.

Tennis Court Fencing:
Tennis court fencing was approved in Marchs meeting for B and B Tennis to execute. We are working on scheduling now as the courts will be shut down for 2 weeks to complete this. Courts are closing July 27th for this project. This is now complete except for the windscreens which are custom ordered.

RiverHouse Parking Lot Lighting:
New lighting from FPL was approved in September that will fully illuminate the parking lot of the RiverHouse. Agreements have been signed and we are awaiting scheduling.

Eel Grass in Pond B behind RiverHouse:
The dead eel grass in pond B continues to be an issue. Our in-house team is now placing buoy lines out in the water when it shifts to the coves so that it does not spread around which makes harvesting it impossible. We have now harvested this 5 times, and the pond is much improved. We will continue harvesting until the pond is presentable. As of this writing the pond looks great.

RiverHouse AC Units in rental side:
New AC units will be installed by Cool R US in the rental side of the RiverHouse as voted upon by the board of supervisors. This is scheduled for 11/19. We are working with an HVAC engineer on the gym side to determine the best path to move forward over there as the humidity level has always been high which creates mold and the gym equipment to rust.

Pool Mechanical Equipment:
We received approval to obtain engineering plans for replacement of all the pool equipment at the RiverHouse. This would exclude the sand filters that were replaced last year. Our goal with this is to

improve upon what currently exists with a focus on cost savings. This may include dual pump systems to avoid shutdowns, surge protection, elimination/combining of water holding tanks and switching to self-priming pumps which would allow us to get rid of the vaults that are currently below ground and placing the pumps above ground on slab. The reduction of infrastructure will reduce upfront and long-term repair costs and many of these ideas will remove our equipment from past troublesome areas.

Exterior wall sconces and fans at RiverHouse:
We will be quoting the installation of all the exterior wall sconces and exterior ceiling fans at the RiverHouse. This would be 33 scones plus 3 pendant lights and 18 fans. We will purchase the fixtures directly which will make the quotes apples to apples.

RECDD II

Tile and coping of Club Pool:
We had about 10 feet of tile and coping collapse at the RiverClub pool in the same area as previous occurrences. We had it repaired to keep the pool open. I am in the process of evaluating as to why this keeps occurring regardless of what vendor makes the repairs.

Feature Motor in Club Pool:
The feature motor in the club's pool burnt out this week. When this motor is not running the water from the pools infinity edge escapes so it must always remain operating. We were able to locate and install a replacement, and everything is now operable.

CDD III

Springs Play Park:
Benches, a bike rack and a trash can are being added to the Springs Play Park. Concrete pads have been poured, and we are awaiting the arrival of the products.

RiverLodge Beach:
We will be converting the beach area by the kayak pond to grass as instructed by CDD 3 board. Work is starting 11/16.

RIVERTOWN

RECDD's Lifestyle Report

Date of report: ***11/18/2026*** *Submitted by:* ***Kim Fatuch***

October Events

- 10.8.26 – Music Bingo
  - Monthly Music Bingo kicks off on the 8th
- 10.9.26 – Last day of Rocktober ticket sales
  - 35 tickets left for Rocktober. We anticipate them selling out today.
- 10.10.26 – Fall Festival
  - Cancelled due to weather, will reschedule for November 7th
- 10.18.26 – Sunjammer Concert at the Amp
  - Event cancelled due to weather
- 10.22.26 -Halloween Trivia
  - Bringing back some theme trivia to get the neighbors in the spirit of the season
  - Bigger prizes and costumes encouraged
- 10.23.26 – Emily Mikus in the café
  - Rivertown's favorite country girl bringing the tunes for a fun vibe in the café
- 10.24.26 – Rocktober on the River
  - 500 tickets, sold out on day 2 of ticket sales. 460 residents showed up despite the less than stellar weather
  - Don't Call Me Shirley played right outside the café.
  - 4 bars with signature cocktails, shots and canned beer
  - Nothing but accolades all around! Residents loved the event.

-   
  

November Events

- 11.5.26 – Karaoke Night
  - Bringing karaoke night to Riverclub per resident request
- 11.7.26 –Fall Festival
  - Rescheduled from Oct. 10th.
  - 54 local vendors, kidzone, petting zoo and food trucks
  - Roughly 400 attendees, beautiful weather



- 11.14.26 – Deej Band live at the Amp
  - A new band will be playing at the amphitheater for a mid-afternoon event 2pm – 5pm
- 11.15.26 – Sunjammer Band live at the Amp
  - Rescheduled from October
  - Afternoon concert event from 3pm – 5pm
- 11.20.26 – Fires & Flannel Event with Emily Mikus
  - Guests are invited to a night of smores by the fire (while supplies last) while listening to the vocal stylings of crowd favorite, Emily Mikus

RIVERTOWN

RECDD's Amenity Manager Report

Date of Report: ***11/18/2026*** *Submitted by:* ***Ken Council & Richard Losco***

The Clocks fell back one hour on Sunday 11/1/2026. The last day of Early Voting in the RiverHouse group fitness room was Saturday, October 31st. Election Day polling took place in the group fitness room on Tuesday, November 3rd from 7:00am – 7:00pm. RiverHouse Staffing hours are 11am – 5pm Tuesday – Sunday as of 11/1/2026. The RiverHouse gym will be closed on Monday, 11/9/2026, for the Aurora Access Control System installation. Technogym has placed orders to resolve issues with RiverLodge Treadmills. Wayne Automatic was out on 10/23/2026 to Inspect fire hydrants at all 3 facilities and the quarterly fire sprinkler inspection for the RiverHouse.

RiverHouse *Closed Mondays*

Clubhouse Staff Hours:

- 11am – 5pm (Tuesday - Sunday)

Recreational & Lap Pool:

- Both pools are open 30 minutes after Sunrise until 30 minutes before Sunset.
- Lap Pool is for Lap Swim Only!!! No hanging on Lap Lines!! No diving off dive blocks!

Fitness Center:

- 4am – 12am (Sunday – Saturday)

Other Updates:

- RiverHouse Staffing hours are now 11am – 5pm Tuesday – Sunday.
- Wayne Automatic was out on 10/23/2026 to perform the quarterly fire sprinkler and fire hydrant inspection for the RiverHouse.
- Early Voting took place in the RiverHouse group fitness room from Monday, October 19th – Saturday, October 31st.
- Election Day Polling took place in the group fitness room on Tuesday, November 3rd from 7:00am – 7:00pm.
- Commercial Fitness is awaiting parts to replace squeaking parts on treadmills for the RiverHouse Gym.

RiverClub *Closed Tuesdays*

Amenity Hours:

- 10am – 9pm (Sunday, Monday, Wednesday, & Thursday)
- 10am – 10pm (Friday & Saturday)

Other Updates:

- Wayne Automatic was out on 10/23/2026 to Inspect the RiverClub fire hydrants.

RiverLodge *Closed Wednesdays*

Amenity Hours (Airnasium & Fireplace):

- 10am – 8pm (Thursday - Tuesday)

Water Activity Pool/Splash Pad & Lifeguard Hours:

- The Water Activity Pool/Splash Park is closed for the season.

Lazy River, Lounge Area, & Volleyball Court Hours:

- 10am – 30 minutes before sunset

Fitness Center:

- 4am – 12am (Sunday – Saturday)

Other Updates:

- Technogym has also placed orders to resolve issues with both RiverLodge Treadmills.
- Wayne Automatic was out on 10/23/2026 to perform the quarterly fire sprinkler and fire hydrant inspection for the RiverLodge.

RIVERTOWN

RECDD's Café Report

Date of report: ***11/18/2026*** *Submitted by:* ***Lisa McCormick & Richard Losco***

The RiverClub Café finished the fiscal year with exceptional results, with net sales of $952,919.60 ending September 30, 2026, compared to $787,133.94 prior year, a 21% increase! Throughout the year, the Café continued to serve as a central gathering place for residents, offering exceptional food, service, and hospitality while remaining the only dining destination within walking or golf-cart distance for thousands of homes.

Strong resident support, successful special events, and consistent operational performance contributed to another year of growth and achievement. From community celebrations, music bingo, live entertainment, and everyday dining experiences, the Café played an important role in bringing neighbors together and enhancing the lifestyle that makes our community unique.

Equally important, the Café maintained a strong financial foundation, through the hard-work and diligence of the VESTA TEAM, allowing us to continue investing in its long-term success while protecting this valuable community asset.

September net sales totaled $78,458.12 compared to $69,290.85 prior year, a 13% increase. Wages as a percentage of net sales were 30.2% and Food and Beverage at 45.4% of net sales.

- Cost of Goods Sold (Food and Beverage) was @ 45.4% in the month of September, compared to 47.6% prior year.

Food & Beverage as % of Revenue:

Target	**12-Month**	**% Rate – 40%**
Optimal	**12-Month**	**% Rate – 35%**
Actual	**Sept '26**	**% Rate – 45%**

- Gross Wages as % of net sales were 30.2% in the month of September, compared to 30.1% prior year.

Gross Wages as % of Revenue:

Target	**12-Month**	**% Rate – 35%**
Optimal	**12-Month**	**% Rate – 30%**
Actual	**Sept '26**	**% Rate – 30%**

As we look forward to the upcoming year, we are grateful for the continued support of our residents and optimistic about the opportunities that the new season will bring. We remain

dedicated to providing an exceptional amenity that strengthens our community and enriches the resident experience.

Work Order	01070156	Account	Rivers Edge III CDD
Actual Start	11/4/2026 9:40 AM	Contact	Kevin McKendree
		Address	73 Shinnecock Drive Saint Johns, FL 32259 United States

Appointment Information

Specialist Comments to Customer	Today (11/4) I removed accessible trash debris from in and around the ponds. I treated ponds 97, 99, 111, RR, VV & ZZ for shoreline weeds and grasses. I treated ponds 97, 98 & 99 for lake weeds. I treated ponds 96, 97, 98, 99 & 110 for shoreline algae. I also treated ponds 82, 96, 97, 98, 99, 110, 111 & ZZ with lake dye to help prevent the growth of algae and to help with the overall color of them. No other chemical treatments were used at this time. I also visually inspected ponds 84, 88, 95, 106, 107, 108 & YY and all look good at this time. Per usual, im doing what i can but im trying to focus on shoreline grasses as much as possible this month. Im going to treat algae as well still, we just cant treat shoreline grasses when the temperature dips below 65 for too long due to the lack of absorption by the plants. So I'd like to get those knocked out and focus more on the algae and lake weeds during the "colder" months. Also is there any way you can make sure the grass is cut around pond 111 before I go out there next month? I treated it but	Name Specialist State License Number	MICHAEL HOWARD JR

Specialist Comments to Customer	walking through grass that high makes it harder to watch out for snakes and such. Just a heads up, I know those ponds are kind of back of mind since no one lives on them. Have a great day and thanks for choosing Solitude lake management

Assets Serviced

Work Order Line Item

Asset Name	Status	Product Work Type Name
Rivers Edge III CDD Pond 100	Inspected	
Rivers Edge CDD III Pond ZZ	Treated	
Rivers Edge III CDD Pond 101	Inspected	
Rivers Edge CDD III Pond RR	Treated	
Rivers Edge CDD III Pond QQ	Inspected	
Rivers Edge CDD III Pond YY	Treated	
Rivers Edge CDD III Pond VV	Treated	
Rivers Edge CDD III Pond FFF	Inspected	
Rivers Edge CDD III Pond EEE	Inspected	
Rivers Edge CDD III Pond PP	Inspected	
Rivers Edge CDD III Pond II	Inspected	
Rivers Edge III CDD Pond 102	Inspected	
Pond 111	Treated	
Rivers Edge CDD III Pond 84	Treated	
Rivers Edge CDD III Pond 83	Inspected	
Rivers Edge III CDD Pond 108	Treated	
Rivers Edge CDD III Pond 85	Inspected	
Rivers Edge CDD III Pond 80	Inspected	
Rivers Edge III CDD Pond 105	Inspected	

Asset Name	Status	Product Work Type Name
Rivers Edge III CDD Pond 99	Treated	
Rivers Edge CDD III Pond 82	Treated	
Rivers Edge III CDD Pond 107	Treated	
Rivers Edge CDD III Pond 81	Inspected	
Rivers Edge III CDD Pond 106	Treated	
Rivers Edge III CDD Pond 104	Inspected	
Rivers Edge III CDD Pond 103	Inspected	
Rivers Edge III CDD Pond 98	Treated	
Rivers Edge III CDD Pond 97	Treated	
Rivers Edge CDD III Pond BBB	Inspected	
Rivers Edge CDD III Pond AAA	Inspected	
Rivers Edge CDD III Pond DDD	Inspected	
Rivers Edge CDD III Pond CCC	Inspected	
Rivers Edge CDD III Pond 94	Inspected	
Rivers Edge CDD III Pond 93	Inspected	
Rivers Edge CDD III Pond 96	Treated	
Rivers Edge CDD III Pond 95	Treated	
Rivers Edge CDD III Pond 90	Inspected	
Rivers Edge CDD III Pond 89	Inspected	
Rivers Edge CDD III Pond 92	Inspected	
Rivers Edge CDD III Pond 91	Inspected	
Rivers Edge CDD III Pond 86	Inspected	
Rivers Edge III CDD Pond 110	Treated	
Rivers Edge III CDD Pond 109	Inspected	
Rivers Edge CDD III Pond 88	Treated	
Pond 112	Inspected	
Rivers Edge CDD III Pond 87	Inspected	

Service Parameters Applied

SOLITUDE LAKE MANAGEMENT

Work Order Line Item

Asset Name	Product Work Type Name	Specialist Comments
Rivers Edge CDD III Pond 80	ALGAE CONTROL	
Rivers Edge CDD III Pond 80	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 80	MONITORING	
Rivers Edge CDD III Pond 80	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 80	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 81	ALGAE CONTROL	
Rivers Edge CDD III Pond 81	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 81	MONITORING	
Rivers Edge CDD III Pond 81	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 81	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 82	ALGAE CONTROL	
Rivers Edge CDD III Pond 82	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 82	MONITORING	
Rivers Edge CDD III Pond 82	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 82	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 83	ALGAE CONTROL	
Rivers Edge CDD III Pond 83	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 83	MONITORING	
Rivers Edge CDD III Pond 83	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 83	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 84	ALGAE CONTROL	
Rivers Edge CDD III Pond 84	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 84	MONITORING	
Rivers Edge CDD III Pond 84	SHORELINE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Rivers Edge CDD III Pond 84	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 85	ALGAE CONTROL	
Rivers Edge CDD III Pond 85	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 85	MONITORING	
Rivers Edge CDD III Pond 85	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 85	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 86	ALGAE CONTROL	
Rivers Edge CDD III Pond 86	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 86	MONITORING	
Rivers Edge CDD III Pond 86	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 86	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 87	ALGAE CONTROL	
Rivers Edge CDD III Pond 87	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 87	MONITORING	
Rivers Edge CDD III Pond 87	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 87	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 88	ALGAE CONTROL	
Rivers Edge CDD III Pond 88	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 88	MONITORING	
Rivers Edge CDD III Pond 88	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 88	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 89	ALGAE CONTROL	
Rivers Edge CDD III Pond 89	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 89	MONITORING	
Rivers Edge CDD III Pond 89	SHORELINE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Rivers Edge CDD III Pond 89	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 90	ALGAE CONTROL	
Rivers Edge CDD III Pond 90	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 90	MONITORING	
Rivers Edge CDD III Pond 90	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 90	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 91	ALGAE CONTROL	
Rivers Edge CDD III Pond 91	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 91	MONITORING	
Rivers Edge CDD III Pond 91	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 91	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 92	ALGAE CONTROL	
Rivers Edge CDD III Pond 92	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 92	MONITORING	
Rivers Edge CDD III Pond 92	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 92	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 93	ALGAE CONTROL	
Rivers Edge CDD III Pond 93	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 93	MONITORING	
Rivers Edge CDD III Pond 93	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 93	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 94	ALGAE CONTROL	
Rivers Edge CDD III Pond 94	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 94	MONITORING	
Rivers Edge CDD III Pond 94	SHORELINE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Rivers Edge CDD III Pond 94	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 95	ALGAE CONTROL	
Rivers Edge CDD III Pond 95	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 95	MONITORING	
Rivers Edge CDD III Pond 95	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 95	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 96	ALGAE CONTROL	
Rivers Edge CDD III Pond 96	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 96	MONITORING	
Rivers Edge CDD III Pond 96	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 96	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond AAA	ALGAE CONTROL	
Rivers Edge CDD III Pond AAA	LAKE WEED CONTROL	
Rivers Edge CDD III Pond AAA	MONITORING	
Rivers Edge CDD III Pond AAA	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond AAA	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond BBB	ALGAE CONTROL	
Rivers Edge CDD III Pond BBB	LAKE WEED CONTROL	
Rivers Edge CDD III Pond BBB	MONITORING	
Rivers Edge CDD III Pond BBB	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond BBB	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond CCC	ALGAE CONTROL	
Rivers Edge CDD III Pond CCC	LAKE WEED CONTROL	
Rivers Edge CDD III Pond CCC	MONITORING	
Rivers Edge CDD III Pond CCC	SHORELINE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Rivers Edge CDD III Pond CCC	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond DDD	ALGAE CONTROL	
Rivers Edge CDD III Pond DDD	LAKE WEED CONTROL	
Rivers Edge CDD III Pond DDD	MONITORING	
Rivers Edge CDD III Pond DDD	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond DDD	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond EEE	ALGAE CONTROL	
Rivers Edge CDD III Pond EEE	LAKE WEED CONTROL	
Rivers Edge CDD III Pond EEE	MONITORING	
Rivers Edge CDD III Pond EEE	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond EEE	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond FFF	ALGAE CONTROL	
Rivers Edge CDD III Pond FFF	LAKE WEED CONTROL	
Rivers Edge CDD III Pond FFF	MONITORING	
Rivers Edge CDD III Pond FFF	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond FFF	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond II	ALGAE CONTROL	
Rivers Edge CDD III Pond II	LAKE WEED CONTROL	
Rivers Edge CDD III Pond II	MONITORING	
Rivers Edge CDD III Pond II	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond II	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond PP	ALGAE CONTROL	
Rivers Edge CDD III Pond PP	LAKE WEED CONTROL	
Rivers Edge CDD III Pond PP	MONITORING	
Rivers Edge CDD III Pond PP	SHORELINE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Rivers Edge CDD III Pond PP	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond QQ	ALGAE CONTROL	
Rivers Edge CDD III Pond QQ	LAKE WEED CONTROL	
Rivers Edge CDD III Pond QQ	MONITORING	
Rivers Edge CDD III Pond QQ	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond QQ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond RR	ALGAE CONTROL	
Rivers Edge CDD III Pond RR	LAKE WEED CONTROL	
Rivers Edge CDD III Pond RR	MONITORING	
Rivers Edge CDD III Pond RR	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond RR	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond VV	ALGAE CONTROL	
Rivers Edge CDD III Pond VV	LAKE WEED CONTROL	
Rivers Edge CDD III Pond VV	MONITORING	
Rivers Edge CDD III Pond VV	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond VV	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond YY	ALGAE CONTROL	
Rivers Edge CDD III Pond YY	LAKE WEED CONTROL	
Rivers Edge CDD III Pond YY	MONITORING	
Rivers Edge CDD III Pond YY	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond YY	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond ZZ	ALGAE CONTROL	
Rivers Edge CDD III Pond ZZ	LAKE WEED CONTROL	
Rivers Edge CDD III Pond ZZ	MONITORING	
Rivers Edge CDD III Pond ZZ	SHORELINE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Rivers Edge CDD III Pond ZZ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 100	ALGAE CONTROL	
Rivers Edge III CDD Pond 100	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 100	MONITORING	
Rivers Edge III CDD Pond 100	SHORELINE WEED CONTROL	
Rivers Edge III CDD Pond 100	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 101	ALGAE CONTROL	
Rivers Edge III CDD Pond 101	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 101	MONITORING	
Rivers Edge III CDD Pond 101	SHORELINE WEED CONTROL	
Rivers Edge III CDD Pond 101	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 102	ALGAE CONTROL	
Rivers Edge III CDD Pond 102	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 102	MONITORING	
Rivers Edge III CDD Pond 102	SHORELINE WEED CONTROL	
Rivers Edge III CDD Pond 102	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 103	ALGAE CONTROL	
Rivers Edge III CDD Pond 103	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 103	MONITORING	
Rivers Edge III CDD Pond 103	SHORELINE WEED CONTROL	
Rivers Edge III CDD Pond 103	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 104	ALGAE CONTROL	
Rivers Edge III CDD Pond 104	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 104	MONITORING	
Rivers Edge III CDD Pond 104	SHORELINE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Rivers Edge III CDD Pond 104	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 97	ALGAE CONTROL	
Rivers Edge III CDD Pond 97	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 97	MONITORING	
Rivers Edge III CDD Pond 97	SHORELINE WEED CONTROL	
Rivers Edge III CDD Pond 97	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 98	ALGAE CONTROL	
Rivers Edge III CDD Pond 98	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 98	MONITORING	
Rivers Edge III CDD Pond 98	SHORELINE WEED CONTROL	
Rivers Edge III CDD Pond 98	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 99	ALGAE CONTROL	
Rivers Edge III CDD Pond 99	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 99	MONITORING	
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Rivers Edge III CDD Pond 99	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 106	ALGAE CONTROL	
Rivers Edge III CDD Pond 106	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 106	MONITORING	
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Rivers Edge III CDD Pond 106	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 108	ALGAE CONTROL	
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Asset Name	Product Work Type Name	Specialist Comments
Rivers Edge III CDD Pond 108	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 107	ALGAE CONTROL	
Rivers Edge III CDD Pond 107	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 107	MONITORING	
Rivers Edge III CDD Pond 107	SHORELINE WEED CONTROL	
Rivers Edge III CDD Pond 107	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 105	ALGAE CONTROL	
Rivers Edge III CDD Pond 105	LAKE WEED CONTROL	
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Rivers Edge III CDD Pond 109	ALGAE CONTROL	
Rivers Edge III CDD Pond 109	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 109	MONITORING	
Rivers Edge III CDD Pond 109	SHORELINE WEED CONTROL	
Rivers Edge III CDD Pond 109	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge III CDD Pond 110	ALGAE CONTROL	
Rivers Edge III CDD Pond 110	LAKE WEED CONTROL	
Rivers Edge III CDD Pond 110	MONITORING	
Rivers Edge III CDD Pond 110	SHORELINE WEED CONTROL	
Rivers Edge III CDD Pond 110	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Pond 111	ALGAE CONTROL	
Pond 111	LAKE WEED CONTROL	
Pond 111	MONITORING	
Pond 111	SHORELINE WEED CONTROL	

Asset Name	Product Work Type Name	Specialist Comments
Pond 111	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Pond 112	ALGAE CONTROL	
Pond 112	LAKE WEED CONTROL	
Pond 112	MONITORING	
Pond 112	SHORELINE WEED CONTROL	
Pond 112	TRASH / DEBRIS COLLECTION (IN HOUSE)	

Service Photos

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:	Deputy JR Tillett #10775			
DATE	**CAD #**	**TIME IN**	**TIME OUT**	**TOTAL HOURS**
Monday, November 9, 2026	SJSO26CAD243602	4:40 P.M.	10:40 P.M.	6

ACTIVITY / COMMENTS:

Total Contacts: 5 Citations: 0 Warnings: 5 Top speed meausred by Radar was, **43 MPH on RiverTown Main Street

Two juveniles stopped for E-Moto violations

RollKall Invoice#: 7265861

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:	Detective [redacted] #11319			
DATE	**CAD #**	**TIME IN**	**TIME OUT**	**TOTAL HOURS**
[redacted]	SJSO26CAD244171	[redacted]	[redacted]	6

ACTIVITY / COMMENTS:

SJSO26CAD244177, SJSO26CAD244229, SJSO26CAD244282, SJSO26CAD244295, SJSO26CAD244361

2 written and 1 verbal warning for excessive speed, routine patrolled the amenity center in reference to the early voting center, and conducted foot patrol at Hallowes Cove Academy.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 7374876

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:	[redacted] #10775			
DATE	**CAD #**	**TIME IN**	**TIME OUT**	**TOTAL HOURS**
[redacted]	SJSO26CAD254899	[redacted]	[redacted]	6

ACTIVITY / COMMENTS:

Total Contacts: 7 Citations: 0 Warnings: 7

5 Traffic Stops conducted for excessive speed along Rivertown Main

Two juveniles stopped for E-bike violations

RollKall Invoice#: 7414292

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:	Corporal [redacted] # 10727			
DATE	**CAD #**	**TIME IN**	**TIME OUT**	**TOTAL HOURS**
[redacted]	SJSO26CAD251120	[redacted]	[redacted]	6

ACTIVITY / COMMENTS:

Total Contacts: 7 Citations: 0 Warnings: 7 Top speed measured by Radar was, 41 MPH on Rivertown Main St. Mutilple patrols conducted throughout neighborhood.

Stopped out with two juveniles operating E-motos. Parents were contacted and advised of future consequences if bikes were observed operating on the roadways again. Contacted several juveniles operating E-scooters without helmets on. They were educated on helmet requirements while operating E-scooters.

Observed a vehicle driving around the construction site off Anise Drive. The vehicle was not observed doing anything suspicious and the driver was advised to stay out of construction sites due to all the equipment and roadway not ready for vehicle traffic.

RollKall Invoice#: I-110126-5801

NINTH ORDER OF BUSINESS

RESOLUTION 2027-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge III Community Development District (the "**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended (the "**Act**"), situated in St. Johns County, Florida; and

WHEREAS, the Act authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure shall remain in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with the Act.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of November 2026.

ATTEST:

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A

Amended and Restated Rules of Procedure

[Begins on following page]

RULE NO. 1.0
RULES OF PROCEDURE
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF NOVEMBER 18, 2026

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Rule 1.0 General.

(1) The Rivers Edge III Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules ("Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.

(4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior twenty-four (24) months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Governmental Management Services, LLC, 475 West Town Place, Suite 114 St Augustine, FL 32092; P: (904)940-5850 x409; cdenagy@gmsnf.com. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days before each meeting, hearing, or workshop.

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval ("Meeting Materials"). Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
(a) District Counsel
(b) District Engineer
(c) District Manager

1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments
Public comment
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers and meeting agenda and other reasonable factors at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), *Florida Statutes*; and
(b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District's statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), *Florida Statutes*, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "Invitation to Bid" is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "Invitation to Negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable state professional licenses in good standing;

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be

awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status

shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.

(b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.

(f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

(g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) <u>Reapplication and Reinstatement</u>

(a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

(b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.

(c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

(a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.

(b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.

(c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years shall be deemed ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards

and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

    a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

    b. Hold all required applicable federal licenses in good standing, if any;

    c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective November 18, 2026 except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

TENTH ORDER OF BUSINESS

RESOLUTION 2027-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; PROVIDING FOR WEBSITE POSTING; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors (the "**Board**") previously adopted the District's budget (the "**Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"); and

WHEREAS, the District Manager has prepared an amended budget to reflect changes in the actual appropriations of the Budget (the "**Amended Budget**"); and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and the resolution adopting the Budget (the "**Adoption Resolution**"), authorize the Board to amend the Budget within sixty (60) days following the end of Fiscal Year 2026; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations.

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

SECTION 1. BUDGET AMENDMENT.

a. The Board has reviewed the District Manager's proposed Amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and approves certain amendments to the Amended Budget, as shown in Section 2 below.

b. The Amended Budget, attached as Exhibit A and incorporated by reference, as amended by the Board (the "**Adopted Annual Budget**"), is adopted in accordance with Sections 190.008(2)(a) and 189.016(6)(c), *Florida Statutes*; provided, however, that the comparative figures contained in the **Adopted Annual Budget** may be further revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2026.

c. The Adopted Annual Budget will be maintained in the office of the District Manager and the District's Records Office and identified as "The Adopted Budget for the Rivers Edge III Community Development District for the Fiscal Year

Ending September 30, 2026, as further amended and adopted by the Board of Supervisors effective November 18, 2026."

SECTION 2. APPROPRIATIONS. There is appropriated out of the revenues of the District, for Fiscal Year 2026, the sums set forth below, to be raised by special assessments or otherwise, which sums are deemed by the Board to be necessary to defray all expenditures of the District during Fiscal Year 2026, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	$3,137,240
DEBT SERVICE FUND (SERIES 2021)	$817,817
DEBT SERVICE FUND (SERIES 2024)	$1,045,069
DEBT SERVICE FUND (SERIES 2025)	$1,158,950
CAPITAL RESERVE FUND	$501,368
TOTAL ALL FUNDS	$6,660,444

SECTION 3. CONFLICTS. This Resolution is intended to amend, in part, the Adoption Resolution, which remains in full force and effect except as otherwise provided in this Resolution. All terms of the Adoption Resolution that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth in this Resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution does not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. WEBSITE POSTING. In accordance with Section 189.016(7), *Florida Statutes*, the District Manager must post the Adopted Annual Budget on the District's official website within five (5) days after adoption of this Resolution, and the Adopted Annual Budget must remain on the website for at least two (2) years.

SECTION 6. EFFECTIVE DATE. This Resolution takes effect upon adoption.

PASSED AND ADOPTED this 18th day of November, 2026.

ATTEST:

Secretary/Assistant Secretary

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2026 Budget

Exhibit A
Amended Fiscal Year 2026 Budget

[See following page]

Rivers Edge III
Community Development District
FY 2026 Budget Amendment
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund

Description	Adopted FY 26 Budget	Increase/ (Decrease)	Amended FY 26 Budget	Actual 9/30/2026
Revenues				
Special Assessments - Tax Roll	$ 1,101,765	$ 65,557	$ 1,167,322	$ 1,167,322
Special Assessments - Direct Bill	-	663,736	663,736	663,736
Administrative Assessments on Unplatted Land	74,495	(74,495)	-	-
Developer Contributions	1,666,334	(566,334)	1,100,000	1,100,000
Cost Share Landscaping Rivers Edge II	186,679	-	186,679	186,679
Special Events	1,000	(1,000)	-	-
Interest Revenue	2,000	10,254	12,254	12,254
Miscellaneous Income	500	(317)	183	183
Insurance Proceeds	-	7,066	7,066	7,066
Total Revenues	**$ 3,032,773**	**$ 104,467**	**$ 3,137,240**	**$ 3,137,240**
Expenditures				
General & Administrative:				
District Engineer	$ 15,000	$ -	$ 15,000	$ 13,796
District Counsel	30,000	2,747	32,747	32,747
District Management	33,034	-	33,034	33,034
Assessment Roll Administration	5,899	-	5,899	5,899
Dissemination Agent	4,129	542	4,671	4,671
Information Technology	1,416	-	1,416	1,416
Website Administration	2,124	-	2,124	2,124
Website Maintenance	800	-	800	800
Annual Audit	6,800	-	6,800	6,800
Trustee Fees	6,600	5,433	12,033	12,033
Arbitrage Rebate	600	1,350	1,950	1,950
Telephone	150	(124)	26	26
Postage & Delivery	500	1,236	1,736	1,736
Printing & Binding	1,000	111	1,111	1,111
Insurance General Liability	6,932	(402)	6,530	6,530
Legal Advertising	2,000	(1,018)	982	982
Other Current Charges	1,750	(1,469)	281	281
Office Supplies	50	(43)	7	7
Dues, Licenses & Subscriptions	175	-	175	175
Total General & Administrative	**$ 118,959**	**$ 8,363**	**$ 127,322**	**$ 126,118**
Operations & Maintenance				
Grounds Maintenance:				
Field Operations Management (Vesta)	$ 41,230	$ -	$ 41,230	$ 41,230
Landscape Maintenance	869,028	164,020	1,033,048	1,033,048
Landscape Maintenance New Units	85,000	(85,000)	-	-
Landscape Contingency	100,000	222,735	322,735	322,735
Irrigation Repairs and Maintenance	65,000	-	65,000	55,766
Lake Maintenance	40,360	-	40,360	38,437
Irrigation Water Use	243,090	6,148	249,238	249,238
Electric	51,500	(44,640)	6,860	6,860
Street Lighting	10,000	(10,000)	-	-
Street and Drainage Maintenance	3,000	-	3,000	-
Other Repair & Replacements	10,000	-	10,000	9,500
Total Grounds Maintenance	**$ 1,518,208**	**$ 253,263**	**$ 1,771,471**	**$ 1,756,814**

Rivers Edge III
Community Development District
FY 2026 Budget Amendment
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund

Description	Adopted FY 26 Budget	Increase/ (Decrease)	Amended FY 26 Budget	Actual 9/30/2026
Amenity Center:				
Cost Share Amenity - Rivers Edge	$ 109,345	$ -	$ 109,345	$ 109,345
General Manager (Vesta)	48,911	1,706	50,617	50,617
Amenity Manager (Vesta)	53,680	-	53,680	53,680
Maintenance Service (Vesta)	109,264	-	109,264	109,264
Lifestyle Director (Vesta)	45,426	-	45,426	45,426
Lifeguards (Vesta)	58,043	-	58,043	54,063
Guest Services (Vesta)	66,861	-	66,861	66,861
Janitorial (Vesta)	34,833	-	34,833	34,833
Security Monitoring	1,800	2,506	4,306	4,306
Security Guards	25,000	(25,000)	-	-
Telephone	17,000	(7,470)	9,530	9,530
Insurance	87,147	(7,044)	80,103	80,103
Fitness Equipment Lease	68,896	-	68,896	68,896
Window Cleaning	1,500	(1,500)	-	-
Pressure Washing	5,000	(4,570)	430	430
Pool Chemicals	20,000	14,847	34,847	34,847
Natural Gas	500	613	1,113	1,113
Electric	20,000	33,449	53,449	53,449
Water & Sewer	17,000	771	17,771	17,771
Amenity Repairs and Replacement	35,000	35,302	70,302	70,302
Refuse	15,000	3,762	18,762	18,762
Pest Control	3,600	-	3,600	3,508
Fire Alarm System and Maintenance	2,000	-	2,000	1,029
Access Cards	1,000	(1,000)	-	-
License & Permits	1,800	(349)	1,451	1,451
Special Events	30,000	(26,446)	3,554	3,554
Holiday Decorations	10,000	(10,000)	-	-
Office Supplies & Postage	1,500	(1,500)	-	-
Capital Expenditures	5,500	(5,200)	300	-
Total Amenity Center	**$ 895,606**	**$ 2,877**	**$ 898,483**	**$ 893,140**
Other Financing Uses:				
Capital Reserve Funding	500,000	-	500,000	500,000
Interfund Transfer In	-	(50,000)	(50,000)	(50,000)
Interfund Transfer Out	-	50,000	50,000	50,000
Total Other Financing Uses	**$ 500,000**	**$ -**	**$ 500,000**	**$ 500,000**
Total Expenses	**$ 3,032,773**	**$ 264,503**	**$ 3,297,276**	**$ 3,276,072**
Excess Revenues (Expenditures)	$ -	$ (160,036)	$ (160,036)	$ (138,832)
Fund Balance - Beginning	$ -	$ 160,036	$ 160,036	$ 160,036
Fund Balance - Ending	$ -	$ -	$ -	$ 21,204

Rivers Edge III
Community Development District
FY 2026 Budget Amendment
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Reserve Fund

Description	Adopted FY 26 Budget	Increase/ (Decrease)	Amended FY 26 Budget	Actual 9/30/2026
Revenues				
Capital Reserve Funding	$ 500,000	$ -	$ 500,000	$ 500,000
Interest	100	1,268	1,368	1,368
Total Revenues	**$ 500,100**	**$ 1,268**	**$ 501,368**	**$ 501,368**
Expenditures				
Repair and Replacements	$ 10,000	$ 107,116	$ 117,116	$ 79,719
Capital Outlay - RiverHouse Pool Repairs	150,000	210,995	360,995	360,995
RiverHouse Access Control System (C/S)	5,253	1,996	7,249	7,249
RiverHouse Painting (C/S)	31,756	2,908	34,664	34,664
RiverHouse Furniture (C/S)	28,016	(28,016)	-	-
RiverHouse A/C Unit Replacement (C/S)	38,522	(38,522)	-	-
RiverHouse Tennis Court Fencing (C/S)	28,016	-	28,016	26,948
RiverHouse Pool Pump Sand Filtration (C/S)	43,775	(43,775)	-	-
Permanent Holiday Lighting (C/S)	27,316	(27,316)	-	-
Playground Equipment (C/S)	7,004	-	7,004	-
Pocket Parks Equipment Repair/Replacement (C/S)	15,531	(15,531)	-	-
Maintenance Golf Cart (C/S)	3,502	-	3,502	-
Maintenance Work Truck (C/S)	22,763	-	22,763	21,968
Other Current Charges - Bank Fee	360	-	360	126
Total Expenditures	**$ 411,814**	**$ 169,855**	**$ 581,669**	**$ 531,669**
Other Financing Uses:				
Interfund Transfer In	-	(50,000)	(50,000)	(50,000)
Interfund Transfer Out	-	50,000	50,000	50,000
Total Other Financing Uses	**$ -**	**$ -**	**$ -**	**$ -**
Total Expenses	**$ 411,814**	**$ 169,855**	**$ 581,669**	**$ 531,669**
Excess Revenues (Expenditures)	$ 88,286	$ (168,587)	$ (80,301)	$ (30,301)
Fund Balance - Beginning	$ 428,882	$ (199,160)	$ 229,722	$ 229,722
Fund Balance - Ending	$ 517,168	$ (367,747)	$ 149,421	$ 199,421

ELEVENTH ORDER OF BUSINESS

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.

Proposal: RiverFront Park Pier Repair

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

   ■ Yes (Please proceed to question 2)

   ☐ No, the entire cost will be paid by:

   _____

   (Please leave remainder of form blank)

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge CDD

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

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

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

Riverfront Park Pier Repair to Main Pier and North & South Marine Structures

Total Proposed Compensation: $_____

Cost Share Calculation:

$_____ Rivers Edge
$_____ Rivers Edge II
$_____ Rivers Edge III

Methodology Consultant Approval: _____
(Signature)

_____
(Date)

If requesting addition of new improvements:

Engineer Approval: _____
(Signature)

_____
(Date)

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

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

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date:_____

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

_____

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERTOWN

Request for Funds

Date of request: ***11/18/2026*** *Submitted by:* ***Richard Losco***

Main Riverfront Park Pier & North/South Marine Structures:

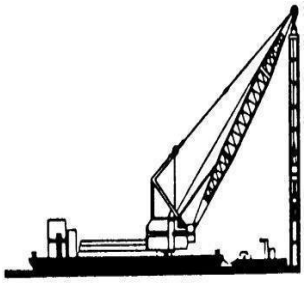
Select repairs to the existing Main Pier and North & South Marine Structures per Fortress Engineering Group LLC, River Town Community - Main Marine Structural Report. Work includes marine access and staging, demolition, structural bracing and connectors, piling rehabilitation, railings, and proposed additional pile-supported cantilever reconstruction. Replacement of handrail boards.

Vendor	Warranty	Job Scope	Cost
B & W Construction	N/A	Same as above	$168,842.30
Barefoot Marine	N/A	Same as above	$205,425.00

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

Vesta

DOCK & DECK REPAIR PROPOSAL



4611 Lakeside Dr Jacksonville, FL 32210 www.bwmarineconstruction.com (904)387-4814
Docks – Decks – Bulkheads – Boathouse – Pile Driving – Bridges
B&W Marine Construction of the SE, Inc.
CRC 132 8897

Draft Date: September, 8th 2026
Revision (1): November 9th, 2026

Drafted for:
River Town Community
℅ Kevin McKendree
Phone: 904-679-5523
Email: kmckendree@vestapropertyservices.com

Site Address:
100 Riverfront Tr.
Saint Johns, FL 32259

PROJECT:
MAIN MARINE REPAIR(S) / NORTH MARINE REPAIR(S) / SOUTH MARINE REPAIR(S)

GENERAL OVERVIEW

Perform general repairs to structure(s) in accordance with the Fortress Engineering Group assessment(s). See attached report(s).

SCOPE OF WORK #1:
MAIN MARINE REPAIR(S)

PREPARATION AND STAGING

1. Prepare the permit package and arrange an onsite walkthrough with Team Leader and Client.
2. Install Permit box (with scope of work packet), setup jobsite camera, Deliver Port-a-Potty, work trailer and/or barge, and begin site preparation.
3. Prepare jobsite/work areas for heavy equipment, material(s) access, material(s) delivery and project staging.

DEMOLITION PHASE

4. Demo existing deteriorated cross-bracing and / or angled bracing for the cantilevered terminal platform decking. Temporarily brace / support cantilevered decking.
5. Remove all handrail and top rail boards (2" x 6").
6. All demo materials will be properly disposed of by onsite dumpster or hauled away to off-site dumpsters.

CONSTRUCTION PHASE

7. Install new 5/4" x 6" WearDeck composite decking as a top rail and hand rail (color: TBD).
8. Install new angle bracing to support cantilevered decking on the terminal platform.
9. Remove and replace all lags and / or bolts securing caps to pilings with new stainless-steel hardware.
10. Remove (if in place) hurricane clips and install new stainless steel hurricane clips.
11. Clean and scrape pilings and install new vinyl piling wrap.
12. Install Snap Jacket system where required because of piling deterioration.
13. Install new cross-bracing on pilings (replacing removed cross-bracing).

SCOPE OF WORK #2:
SOUTH MARINE REPAIR(S)

PREPARATION AND STAGING

14. Prepare the permit package and arrange an onsite walkthrough with Team Leader and Client.
15. Install Permit box (with scope of work packet), setup jobsite camera, Deliver Port-a-Potty, work trailer and/or barge, and begin site preparation.
16. Prepare jobsite/work areas for heavy equipment, material(s) access, material(s) delivery and project staging.

DEMOLITION PHASE

17. Demo existing deteriorated cross-bracing on pilings
18. Remove all handrail and top rail boards (2" x 6").
19. All demo materials will be properly disposed of by onsite dumpster or hauled away to off-site dumpsters.

CONSTRUCTION PHASE

20. Install new 5/4" x 6" WearDeck composite decking as a top rail and hand rail (color: TBD).
21. Remove and replace all lags and / or bolts securing caps to pilings with new stainless-steel hardware.
22. Remove (if in place) hurricane clips and install new stainless steel hurricane clips.
23. Clean and scrape pilings and install new vinyl piling wrap.
24. Install Snap Jacket system where required because of piling deterioration.
25. Install new cross-bracing on pilings (replacing removed cross-bracing).

SCOPE OF WORK #3:
NORTH MARINE REPAIR(S)

PREPARATION AND STAGING

26. Prepare the permit package and arrange an onsite walkthrough with Team Leader and Client.
27. Install Permit box (with scope of work packet), setup jobsite camera, Deliver Port-a-Potty, work trailer and/or barge, and begin site preparation.
28. Prepare jobsite/work areas for heavy equipment, material(s) access, material(s) delivery and project staging.

DEMOLITION PHASE

29. Demo existing deteriorated cross-bracing on pilings
30. Demo and remove existing damaged steel cable railing.
31. Remove all handrail and top rail boards (2" x 6").
32. All demo materials will be properly disposed of by onsite dumpster or hauled away to off-site dumpsters.

CONSTRUCTION PHASE

33. Install new 5/4" x 6" WearDeck composite decking as a top rail and hand rail (color: TBD).
34. Remove and replace all lags and / or bolts securing caps to pilings with new stainless-steel hardware.
35. Remove (if in place) hurricane clips and install new stainless steel hurricane clips.
36. Clean and scrape pilings and install new vinyl piling wrap.
37. Install Snap Jacket system where required because of piling deterioration.
38. Install new cross-bracing on pilings (replacing removed cross-bracing).
39. Install new marine grade stainless steel cable railing.

PROJECT CLOSE OUT

40. Clean up the jobsite and remove waste material(s), tools and trailer and/or barge.
41. Order pick-up of Port-a-Potty and remove the job camera.
42. Perform final walkthrough with Team Leader and Client and remove the Permit Box.

MATERIAL INFORMATION

Pilings:

- Cleaned and scraped pilings will be wrapped with .30mm black vinyl wrap, fastened with stainless-steel nails, prior to installation, to extend the life of the pilings and assist in mitigating WDO damage.
- If damage is discovered to be too severe a Snap Jacket will be installed.

Angle Bracing and Cross Bracing:

- Angle Bracing will be 2" x 10" lumber, marine treated to 2.5 C.C.A. for saltwater immersion.
- Fasteners will be ½" x 5" marine grade stainless-steel lags, double lagged into pilings where possible or through bolted with ½" stainless-steel bolts with stainless-steel washers, lock washers and nuts.
- Cross Bracing will be 2" x 10" lumber, marine treated to 2.5 C.C.A. for saltwater immersion.
- Fasteners will be ½" x 5" marine grade stainless-steel lags, double lagged into pilings where possible or through bolted with ½" stainless-steel bolts with stainless-steel washers, lock washers and nuts.

Top Rail / Hand Rail:

- 5/4" x 6" WearDeck structural composite deck boards (color: TBD).
- Fasteners will be marine grade stainless-steel composite deck screws.

Misc. Hardware:

- Hurricane Clips will be stainless-steel.
- Fasteners will be marine grade stainless-steel clip nails.

Piling Wrap:

- Piling wrap will be .3mm black vinyl piling wrap.
- Fasteners will be marine grade stainless-steel 1.25" roofing nails.

Snap Jackets:

- Snap Jackets will be large enough to have a minimum 2" space between jacket and piling.
- Embedment will be at least 12" into the mud / ground.
- The top of the Snap Jacket will be approximately 6" below the level of the cap(s).
- Snap Jackets will be filled with high strength concrete with a beveled top to shed water.

ACKNOWLEDGEMENTS

Pilings Snap Jackets:

- After scrapping and cleaning piling(s) if it is determined the damage to the piling is too significant for piling wrap to properly extend the life of the piling OR the damage to the piling is too substantial that a risk of failure is present Snap Jacket(s) may be required.
- Snap Jackets are custom fitted to each piling (diameter and length).
- If Snap Jacket(s) are required it will be an additional charge on a Change-Order for*: Time, Material & Equipment Cost.*_____
  Owner Initials

Permitting Details:

- Local, State, or Federal permits may be required.
- Costs for obtaining required construction permits, environmental clearances, and local approvals are not included in this proposal will be billed as a separate line item once granted by the relevant authorities.
- Acknowledgment: _____
  Owner Initials

SEE IMPORTANT INFORMATION BELOW

B&W Marine Construction shall comply with all federal, state, and local regulations governing marine construction, including environmental protection, safety navigation, and over-water work requirements. All operations shall be conducted in a manner that minimizes impact to the waterway and surrounding environment.

Site Access & Damage Disclaimer

- Material and equipment may need to pass through the property to reach the work area.
- B&W Marine Construction of SE, Inc. is not responsible for damage to utilities, sprinkler systems, septic tanks, pools, decks, driveways, walkways, trees, grass, shrubs, or existing structures.
- Caution will be exercised, but preservation of trees or shrubs in the work area cannot be guaranteed.

Change-Orders:

- Any deviation from the original scope of work, whether initiated by the Owner, Contractor, or required by unforeseen conditions, shall be billed as a Change-Order at project completion.

Electrical Work – Excluded

- Electrical wiring, connection, or disconnection is excluded from this proposal.
- If needed, services can be arranged through a licensed contractor.
- If an electrical junction box is required, a disconnect/reconnect fee will apply.

Warranty

- Labor and materials are warranted for (3) three years from job completion.
- Any existing pilings which are to be built upon will not be covered under warranty.
- Cupping, checking, and lumber contractions are excluded.
- Any unforeseen underground conditions encountered during construction will be addressed through a separate proposal based on time, material, and equipment requirements.

Insurance:

B&W Marine Construction maintains full and current insurance coverage, including General Liability, Workers' Compensation, USL&H, and Jones Act, providing comprehensive protection for all parties involved.

PROJECT COST BREAKDOWN

Scope of Work Subtotals:

Main Marine Repair(s) / North Marine Repair(s) / South Marine Repair(s)

- Installation, Material, Labor, Equipment ..... $ 164,492.30
  - *Scope of Work #1, #2 and #3*

Standard Additional Fees:

Fill Dirt (0 Loads)	N / A
Dumpster/Environmental Fees	$ 3,600.00
Portable Toilet	$ 750.00

TOTAL ESTIMATED COST: $168,842.30

Scheduled Draws:

Deposit:	$ 16,884.23	Due upon signing contract.
2nd-Draw:	$ 67,536.92	Due upon arrival of crew and material
3rd-Draw:	$ 67,536.92	Due upon 70% job completion
Final-Draw:	$ 16,884.23	Due upon job completion plus change-orders.

ACCREDITED BUSINESS BBB Rating: A+

Permitting: Permit fees will be invoiced separately once all necessary federal & local permits have been secured/approved.
Start Dates: Project commencement dates will be established following contract acceptance and subsequent permit approval.
Release of Lien: A Release of Lien will be provided upon receipt of full payment on the account.

Office Contact:
President/Owner: David Ward
Office Manager: Katie Ward
Direct: 904-387-4814
Katie@bwmarinecosntruction.com
Company Website: www.bwmarineconstruction.com

Remit Address:
Please remit all payments to:
B&W Marine Construction, Inc.
4611 Lakeside Dr. Jacksonville, FL 32210

Payment Options:
- Check: Pick up, mail, drop off
- Credit Card: (3% processing fee added)- Secured QB link.
- ACH/ Wire Transfer (1% fee) – Secured QB link.

UPON ACCEPTANCE OF CONTRACT:
Please remit signed and dated copy to:
B&W Marine Construction of the SE, Inc.
4611 Lakeside Dr. Jacksonville, FL. 32210

Attention: Option to sign via Docusign is available upon request

X_____

Homeowner Signature *Date*

HEARTH FINANCING

Financing options available through HEARTH

No prepayment penalties. No home equity required.
Hearth makes it easy for you to find monthly payment options for your project, with:

- Loan amounts up to $250,000
- Affordable monthly payment options
- Funding within 1-3 days
- No prepayment penalties
- No home equity required

Visit our website here:
https://www.bwmarineconstruction.com/financing/

PROPOSAL WRITTEN AND APPROVED BY:
Senior Project Manager: D. Huber
Dhuber@bwmarineconstruction.com
President/Owner: David Ward

*This proposal contains confidential and proprietary information. All pricing, drawings, and design plans remain the property of B&W Marine Construction of the SE, Inc. **Unauthorized use or disclosure is prohibited.***

CRC 1328897
Thank you for your business.

RiverTown Community | Main Pier Repairs

TOTAL PROPOSAL PRICE | $205,425.00

100 Riverfront Trail, St. Johns, FL 32259 | November 1, 2026



Project overview and reference documents

Barefoot Marine, Inc. will perform selective repairs to the existing Main Pier only. Work includes marine access and staging, demolition, structural bracing and connectors, piling rehabilitation, railings, and proposed additional pile-supported cantilever reconstruction. Construction quantities and engineered repair details require confirmation;

- RiverFront Park Dock Repairs Scope (owner-provided preliminary SOW, 3 pages).

• Fortress Engineering Group LLC, River Town Community - Main Marine Structural Report, dated April 15, 2026 (18 pages).

MAIN PIER | SCOPE OF WORK

General requirements for this location

➜ Coordinate staging with client before mobilization.

➜ Provide marine-safe means of access, temporary shoring/support as required by the repair sequence, debris containment, and protection of existing work.

➜ Remove only identified damaged components and maintain structural stability; refer conditions outside the defined repair areas to the owner and engineer.

➜ Use compatible marine-grade stainless-steel fasteners and connectors, with engineer-approved sizes, and connections.

➜ Photograph existing conditions, work in progress and completed repairs. Clean work areas and conduct final client walkthrough.

Mobilization

➜ Access coordination and project setup (Original SOW pp.1-2).

➜ Equipment staging, work barge/platform, temporary support (Original SOW pp.1-2).

Demolition

➜ Remove deteriorated piling cross-bracing and dispose (Original SOW; Fortress 4.1.1).

➜ Remove deteriorated cantilevered platform bracing (Main report 2.6.1).

Structural

➜ Supply and install 2x10 2.5 CCA cross-bracing (Fortress 4.1.1).

➜ Replace cap-to-pile bolts/lags and specified clips (Original SOW).

➜ Replace deteriorated cantilever bracing with engineer-approved treated timber and connections; coordinate with the additional pile-supported reconstruction sequence below (Main report 2.6.1; proposed construction method subject to approval).

Cantilever reconstruction - additional pile-supported work (Main Pier only)

➜ Provide a work barge and excavator suitable for the approved marine access and lifting plan; furnish separate pile-driving equipment or an approved excavator-mounted driving attachment as required.

➜ Drive and install a temporary system to support the cantilever portion of the dock so the cantilever beams can be replaced one by one.

➜ Install new treated timber pile caps and engineered stainless-steel connections on the added support pilings, including cutting, fitting, alignment and attachment to the existing structure as detailed.

➜ Remove and replace deteriorated cantilever support timbers sequentially, one member at a time, with like-sized or engineer-specified treated material; secure each new member before proceeding to the next.

➜ Include barge and excavator mobilization/demobilization, pile-driving spread, fuel, operators, pile materials, caps, hardware, debris handling and water-based crew time in the estimate.

➜ **Replace** missing/deteriorated deck connectors as needed (Main report 2.4.1).

Piling care

➜ Clean and scrape timber pilings (Original SOW).

➜ **Install** black vinyl pile wrap (Fortress pile observations; original SOW).

➜ **Install** x-bracing back after pile wrap to all sets of piles.

Railings

➜ Replace 5/4 x 6 WearDeck handrail/top rail boards (Original SOW). (only top handrail is removed and replaced all other handrail components will not be demoed or replaced)

Piling jackets

➜ Composite cement-filled sleeves at identified walkway pilings (Main report 4.1.2; subject to EOR confirmation). (Estimating a max of (10) in a snap jacket if needed all others will be scraped and wrapped with .30mil) All will be measured and presented to

the EOR for final call on) If more snap jackets are needed then a change order would be produced for the extra piles)

Closeout

➜ Debris removal, inspection and client walkthrough (Original SOW).

Common material specifications

For the Main Pier, the original SOW specifies 2x10 lumber treated to 2.5 CCA for bracing; stainless 1/2-inch structural bolts/lags and clips; 0.3 mm black vinyl pile wrap; 5/4 x 6 WearDeck composite rail boards (color TBD)

NORTH & SOUTH DOCKS | COMBINED SCOPE OF WORK

General requirements for both locations

➜ Coordinate staging with client before mobilization.

➜ Provide marine-safe means of access, temporary shoring/support as required by the repair sequence, debris containment, and protection of existing work.

➜ Remove only identified damaged components and maintain structural stability; refer conditions outside the defined repair areas to the owner and engineer.

➜ Use compatible marine-grade stainless-steel fasteners and connectors, with engineer-approved sizes, embedment and connections.

➜ Photograph existing conditions, work in progress and completed repairs; clean work areas and conduct a final client walkthrough.

Mobilization

➜ Permitting, access coordination and project setup (Original SOW pp. 1-2).

➜ Equipment staging, work barge/platform and temporary support if required. (Original SOW pp. 1-2).

Demolition

➜ Remove and dispose of deteriorated piling cross-bracing at both docks (Original SOW; Fortress 4.1.1).

Structural repairs

- ➜ Supply and install 2x10 timber cross-bracing treated to 2.5 CCA at both docks (Fortress 4.1.1).
- ➜ Replace cap-to-pile bolts/lags and specified clips at both docks (Original SOW).

Piling care

- ➜ Clean and scrape timber pilings at both docks (Original SOW).
- ➜ Install black vinyl pile wrap at both docks (Fortress pile observations; Original SOW).

Railings

- ➜ Replace 5/4 x 6 WearDeck handrail/top rail boards at both docks (Original SOW).

Additional work | North Dock only

- ➜ Replace damaged or missing deck connectors (North report 2.4.1).
- ➜ Replace damaged marine stainless-steel cable railing and fittings (North report 2.5.1).
- ➜ Remove lodged fallen tree and marine debris (North report 4.2.1).
- ➜ Install missing stainless-steel roof rafter/beam connector (North report 3.3.1).

Closeout

- ➜ Remove construction debris, inspect completed repairs and conduct client walkthrough at both docks (Original SOW).

Common material specifications | North & South Docks

2x10 treated timber cross-bracing (2.5 CCA); stainless structural bolts/lags and clips; black vinyl pile wrap; 5/4 x 6 WearDeck top handrail boards (color to be confirmed). North Dock-only cable railing, roof connector and deck connector materials are included under the additional North Dock work above. Final quantities and connections are to be confirmed against the approved repair scope.

Terms and Conditions

1. ACCESS: Materials of construction shall be delivered and moved across the property to the work site. Employees shall park their vehicles in a safe and lawful manner, compliant with the facility rules as applicable.

2. CHANGE ORDERS: Work not within the scope of this proposal shall be submitted and approved in writing before commencement. Change orders shall be due with final payment unless otherwise agreed upon in writing.

3. CONCEALED OR UNKNOWN CONDITIONS: In preparing this proposal Barefoot Marine Construction has assumed there are no concealed or unknown physical conditions (subsurface or otherwise) which will adversely affect Barefoot Marine Construction ability to perform the scope of this proposal. If such conditions are encountered, Barefoot Marine Construction will immediately notify the owner in writing of adverse conditions and will be entitled to an adjustment of contract value, schedule, or both.

4. FORCE MAJEURE: Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, and/or any other cause beyond the reasonable control of the party whose performance is affected.

5. HEAVY WEATHER: During a named storm Barefoot Marine Construction reserves the right to demobilize and remove equipment from the jobsite without penalty for schedule delay(s).

6. INCLEMENT WEATHER: Due to the nature of outdoor construction, inclement weather may affect the schedule. Every effort shall be made to maintain the proposed schedule; however Barefoot Marine Construction shall not incur additional expenses due to weather delays.

7. INSURANCE: Certificate available upon request.

8. PAYMENT SCHEDULE: 15% mobilization payment due at contract signing. The next payment shall be based on completed work, up to 60% of the contract amount. The remaining balance shall be due upon completion of the project.

9. PAYMENT TERMS: Due upon receipt. Interest will be charged on past due accounts at 18% per annum. If Barefoot Marine Construction is required to employ an attorney to collect any amount past due as a result of default of the Buyer, the Buyer shall pay all cost of collections, including reasonable attorney's fees and court costs.

10. PERMITS: Exempt from permit for repairs to an existing structure that do not make any changes to the footprint of the structure.

11. PRICE VALIDITY: Fifteen (15) days' from-date of quotation.

12. UNDERGROUND SERVICES: Owner is responsible for locating and identifying all underground utilities. Barefoot Marine Construction is not responsible for accidental damage, direct or consequential. Any relocation required shall be the responsibility of the owner.

13. WARRANTY: Workmanship and material will be free from defects for one (1) year from completion and final acceptance. The owner shall submit in writing a claim of defect within ten (10) days of discovery. Owner's sole and exclusive remedy for defective materials or workmanship is limited to the repair or replacement of the defect by Barefoot Marine Construction. Certificates of Treatment will be included at the end of job documentation to verify the material quote that was used to build your wall.

14. DISCLAIMER OF WARRANTIES: Section 14 sets forth the exclusive remedy for claims based on failure of or defects in services, workmanship, or materials furnished by Barefoot Marine Construction, whether claim is based on contract, warranty, tort (including negligence) or any other cause of action, and however instituted, and upon expiration of the warranty period all such liability shall terminate. The foregoing warranty or repair or replacement is exclusive in lieu of all other warranties, whether written, oral, implied, or statutory. IT IS SPECIFICALLY UNDERSTOOD AND AGREED TO BY BUYER THAT (1) BAREFOOT MARINE CONSTRUCTION SHALL NOT IN ANY WAY BE LIABLE OR REPSONSIBLE FOR ANY NEGLIGENT ENGINEERING, CONSTRUCTION, REPAIRS, OR DEFECTS IN THE WORK AFTER THE EXPIRATION OF ONE YEAR FROM COMPLETION AND FINAL ACCEPTANCE, (2) NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE OR WILL BE DEEMED TO HAVE BEEN MADE BY BAREFOOT MARINE CONSTRUCTION, EXCEPT THE WARRANTY HEREINFORE SET FORTH, (3) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE ARE SPECIFICALLY EXCLUDED, (4) THIS WARRANTY IS GIVEN IN LIEU OF ANY IMPLIED WARRANTIES, AND (5) THERE ARE NO WARRANTIES GIVEN WHICH EXTEND BEYOND THE LANGUAGE AND DESCRIPTION ON THE FACE HEREOF.

15. WORKING HOURS: Monday through Friday, 8 hours per day, 7:00 A.M. to 4:00 P.M.

PROPOSAL ACCEPTANCE

By signing below, the parties acknowledge acceptance of this proposal and its Terms and Conditions.

_____ _____

Authorized Client Signature Date

_____ _____

Rick Powell - Barefoot Marine, Inc. Date

B.

COST-SHARE STATUS COVER SHEET

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

Proposal: Stormwater Management Needs Analysis Report

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

   ■ Yes (Please proceed to question 2)

   ☐ No, the entire cost will be paid by:

   _____

   (Please leave remainder of form blank)

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge CDD

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

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

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

Proposal for professional services for the preparation of a "Stormwater Management Needs Analysis Report" (NAR)

Total Proposed Compensation: $ 16,200.00

Cost Share Calculation:

$5,873.31	Rivers Edge
$4,514.78	Rivers Edge II
$5,811.91	Rivers Edge III

Methodology Consultant Approval: _____
(Signature)

_____
(Date)

If requesting addition of new improvements:

Engineer Approval: _____
(Signature)

_____
(Date)

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

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

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date:_____

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

_____

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

_____

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

Jacksonville Office
13901 Sutton Park Drive S., Suite 200, Jacksonville, FL 32224
P: 1.833.723.4768

October 28, 2026

Rivers Edge Community Development District
c/o GMS, Corbin deNagy
475 West Town Place, Suite 114
St. Augustine, FL 32092

RE: Rivers Edge, RE II, and RE III Community Development District
Proposal for Engineering Services
Stormwater Management Needs Analysis Report

Dear Corbin:

Thank you very much for this opportunity to submit a proposal for professional services for the preparation of a "Stormwater Management Needs Analysis Report" (NAR) for the District. Due to the RiverTown stormwater system being interconnected throughout multiple CDD's, we are proposing to perform one (1) needs analysis below to serve all 3 Districts within RiverTown (RECDD, REIICDD and REIIICDD). This proposal covers the fees necessary for all 3 Districts Report. The necessary scope and fee are described below:

Task 1 – Coordination, Meetings and Exhibits

PRIME AE Group, Inc. ("PRIME AE") will meet with District Staff and consultants, as necessary, for the completion of the District's NAR. PRIME AE will utilize GIS information and available District data to develop the necessary exhibits to support the NAR. These exhibits will be provided to District Staff and consultant team for comments. PRIME AE will modify as necessary to finalize. Because of the uncertain nature of this task, we propose it be on a time & materials (T&M) basis utilizing PRIME AE's current hourly rates.

Task 2 – Complete Stormwater "Needs Analysis" Documentation

PRIME AE, with the assistance of the CDD Manager, will complete Stormwater Management NAR spreadsheet in accordance with Section 403.9302 of the Florida Statues which as a minimum will include the following:

a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

b) The number of current and projected residents served, calculated in 5-year increments.

c) The current and projected service area for the stormwater management program or system.

d) The current and projected cost of providing services, calculated in 5-year increments.

e) The estimated remaining useful life of each facility and/or its major components.

f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues, in addition to expenditures with an evaluation of how the local government expects to close any projected funding gap.

This draft will be provided to District staff and the consultant team for review and comments.

Task 3 Final Stormwater Needs Analysis

PRIME AE will evaluate the comments generated from Task 2, incorporate any additional information, and finalize the Stormwater Management NAR.

FEE SUMMARY

TASK	DESCRIPTION	CONTRACT TYPE	FEE
Task 1	Coordination, Meetings and Exhibits	T&M	$4,900.00
Task 2	Draft Stormwater Needs Analysis	Lump Sum	$7,900.00
Task 3	Final Stormwater Needs Analysis	Lump Sum	$3,400.00
		Total:	$16,200.00

ADDITIONAL SERVICES

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached, but will not commence without written permission. PRIME AE will obtain proposals for other subconsultant services including surveying, geotechnical investigation, etc., as necessary to complete the proposed work as necessary. We will assist with coordinating the work of all subconsultants by providing them with site information and data, as and when requested. These subconsultants will contract directly with you for their services.

Our scope of work for this project does not include the following:

- CLOMR/LOMR Application Process
- Regulatory Planning Work
- Traffic Study/Signal Warrant Analysis
- Design and Permitting
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Land or Easement Acquisition Elements
- Surveys
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- NPDES Stormwater permitting
- Engineers Estimate of Probable Costs
- Bid Administration
- Coordination of any dry utilities
- Permit Fees
- Three-dimensional graphics
- Structural, electrical and mechanical design
- PUD Modification

OUT-OF-POCKET EXPENSES

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long-distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

This proposal includes our Standard Terms & Conditions and Rate Schedule, which are incorporated herein by reference and made part hereof.

PRIME AE shall indemnify and hold the Client harmless from any loss or damage to the proportionate extent caused by PRIME AE's negligent performance of services under this Agreement.

It is our pleasure to provide this professional services proposal to you. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience.

Thank you again for the opportunity to provide our engineering services for this project.

Sincerely,

Jeffery L. Mason, P.E.
Director of Civil Engineering

Ryan P. Stilwell, P.E.
SVP, Land South Region

Enclosures: Standard Terms & Conditions
Rate Schedule

Accepted By:

_____
Signature

_____
Typed Name and Title

_____
Date

1. **General Provisions.** These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform the base services as outlined in the proposal ("Services"). Any services excluded from the proposal shall not be part of the Services unless added per Section 2 of this Agreement. The Client acknowledges receipt of and accepts these ST&C by receiving the proposal. Client agrees that these ST&C shall supersede any Client terms and conditions whenever signed by PRIME AE unless the Client provides written notice to PRIME AE's authorized representative within five days of the proposal date explicitly rejecting these ST&C. Any purported changes or modifications to these ST&C shall be null and void unless they are initialed and dated adjacent to the purported change or modification by an authorized PRIME AE representative. The Client agrees that upon its authorization to proceed to PRIME AE, these ST&C shall supersede any subsequent Client terms and conditions signed by PRIME AE. PRIME AE and Client may be referred to collectively herein as "the Parties," and any of them may be called "a Party." The technical and pricing information in the proposal is confidential and proprietary property of PRIME AE. It shall not be disclosed or made available to third parties without the prior express written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may necessitate revisions in scope and fee. PRIME AE will inform the Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith in accordance with Section 2 of this Agreement.

2. Modification or Amendment to this Agreement. Additional services may be undertaken at PRIME AE's sole discretion. This Agreement may only be changed, amended, supplemented, superseded, or waived if both parties specifically agree in writing to such amendment before the effective date.

3. Independent Contractor. PRIME AE is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or establish an employer/employee or principal/agent relationship between PRIME AE and Client or its subcontractors or consultants. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement.

4. **Standard of Care**. PRIME AE's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Nothing in this Agreement, the Client's terms and conditions or any other document will require a level of performance higher than this Standard of Care. No other warranty of any kind (including but not limited to fit for purpose and free from defect type warranties), whether express or implied, at common law or created by statute, is extended, made, or intended by the performance of PRIME AE's Services under the Agreement for this project.

5. Invoicing and Payment. PRIME AE fees are quoted for the present calendar year of the proposal and will be subject to escalation on January 1st each year thereafter as determined by PRIME AE in its sole discretion. The Client shall pay PRIME AE according to the rates and charges outlined in the proposal. Invoices are net cash, due and payable upon receipt, but no later than thirty (30) days from the invoice date. Full payment of all invoices will be due before the release of any Work Product. Payment shall not be subject to any withholding or retention except for disputed fees. In writing, the Client shall notify PRIME AE of any disputed fees within seven (7) days from the invoice date, give reasons for the objection, and promptly pay the undisputed fees. If the Client fails to make any payment due to PRIME AE for Services and expenses within thirty (30) days after receipt of PRIME AE's invoice, the fees due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day. In addition, PRIME AE may suspend Services under this Agreement upon written notice to Client for any breach of this Agreement, including nonpayment of PRIME AE's fees. In the event of a suspension of Services, PRIME AE shall have no liability or responsibility to the Client for delay or damage caused to the Client because of such suspension of Services. Upon suspension, Client shall pay all undisputed fees before PRIME AE continues any performance of Services or delivery of any deliverables. The Client shall pay PRIME AE any fees or expenditures incurred to suspend and restart Services. If PRIME AE employs the services of any attorney or collection agency to collect any sums due hereunder

or to enforce any terms contained herein. In that case, Client agrees to pay PRIME AE for its staff time to collect payment, collection agency fees, reasonable attorney's fees, and court costs incurred by PRIME AE to collect outstanding fees.

6. Client Scope Changes and Delays. Singular or aggregate Client scope changes in the design or Client delays to the design may result in additional fees and schedule relief. The Client agrees that changes and modifications to the design after thirty percent (30%) design completion may result in additional fees and schedule relief. Any fee and schedule changes shall be made per Section 2 of this Agreement.

7. Right of Entry. The Client shall be responsible for obtaining all legal right-of-entry and associated costs on properties required by the project.

8. Reliance. PRIME AE shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for PRIME AE's independent verification unless required by the Standard of Care. Client agrees to indemnify, defend, and hold harmless PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by PRIME AE or others due to PRIME AE's reliance on such information contemplated under this Section.

9. Regulatory Permits. PRIME AE does not represent or guarantee that any permit or approval will be issued by any governmental body, given the complexity and frequent changes in applicable rules, regulations, and interpretations by authorities. The fees and corresponding scope of Services have been formulated based upon existing regulatory codes, ordinances, and procedures known to PRIME AE on the date of proposal preparation. If subsequent regulatory changes require revisions to Services completed or an increased level of effort, compensation for these additional services shall be provided in accordance with Section 2 herein. This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee when applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon the Engineer of Record inspection and certification of construction. If such a condition is imposed, progress and final inspections must be provided by PRIME AE. Compensation for this additional work shall be provided by Section 2 herein.

10. Insurance. PRIME AE will maintain workers' compensation insurance as required under the state's laws in which the Services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate; Professional Liability insurance for $1,000,000 per claim and $2,000,000 in the aggregate covering negligent performance of Services; Automobile Liability insurance with a combined single of $1,000,000 per occurrence; and will, upon request, furnish certificates of insurance to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

11. Confidentiality. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing Services under this Agreement, except to the extent required for: (1) performance of Services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of Services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

12. Work Product. Upon Client's payment of all fees due and owing PRIME AE, ownership of PRIME AE's final deliverables, drawings, specifications and other documents and electronic data furnished by PRIME AE under this Agreement ("Work Product") shall pass to Client subject to the following limitations: Client acknowledges and agrees that: (i) PRIME AE's Work Product is not intended or represented to be suitable for use on the Project unless completed and signed by PRIME AE's authorized representative; (ii) Work Product marked with words such as not for construction, permitting plans, or marked with any similar statement is not suitable for construction and Client may not rely on this Work Product for construction purposes and does so at its own risk; (iii) regardless of any state

or local law or regulation, Client agrees that PRIME AE shall no longer be the Engineer or Architect of Record, and shall have no liability whatsoever, for PRIME AE's Work Product, obtained without PRIME AE's permission, from any public record, or by the Client in accordance with this section, provided to a third party for use on the Project or any other project; (iv) PRIME AE's Work Product is not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaption) by PRIME AE; (v) any such use, reuse or modification of PRIME AE's Work Product will be at Client's and others sole risk and without liability or legal exposure to PRIME AE; (vi) Client shall indemnify, defend and hold harmless PRIME AE and its owners and employees from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of PRIME AE's Work Product; and (vii) Client shall grant to PRIME AE an irrevocable, perpetual, fully paid-up right and license to use, exploit, manufacture, distribute, copy, adapt and display the Work Product, including any enhancements thereof. Any opinions rendered by PRIME AE pursuant to this Agreement or in Work Product are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE.

13. Termination of Services and Agreement. Either Party may terminate this Agreement upon ten (10) days' written notice to the other Party. Whether Client or PRIME AE terminates this Agreement, the Client agrees to compensate PRIME AE for all Service fees and additional services agreed hereunder, performed, and commitments made before the termination, together with reimbursable expenses, including those of subcontractors, subconsultants, and vendors.

14. Indemnification. Subjection to Section 19 of this Agreement, PRIME AE shall indemnify and hold the Client harmless from any loss or damage to the proportionate extent caused by PRIME AE's negligent performance of services under this Agreement. The Client shall indemnify and hold PRIME AE harmless from any loss or damage caused by the Client's acts or omissions.

15. Mutual Waiver of Consequential Damages. In no event shall either Party be liable to the other, whether in contract, tort, or any other cause whatsoever, for any consequential, liquidated damages, special, incidental, indirect, punitive, or exemplary damages, and the Parties release each other from any such liability.

16. Design Services During Construction (DSDC). If PRIME AE provides DSDC during the construction phase of the project, it is understood that the purpose of such Services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's DSDC includes shop drawing review or requests for information as outlined in PRIME AE's Services, PRIME AE will review (or take other appropriate action concerning) shop drawings, samples, and other data which PRIME AE's Services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information outlined in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products), construction, or safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the Services, and the Client requests DSDC from PRIME AE, Client and PRIME AE shall execute a written amendment per Section 2 of this Agreement.

17. Certifications. PRIME AE shall not be required to sign any documents, no matter by whom requested, including for the Client to obtain financing, that would result in PRIME AE's having to exceed the Standard of Care, or provide

certification, a guarantee, or a warranty that a contractor or third party's work on the project conforms to the contract documents, or agree to terms that conflict with these ST&C.

18. **Opinion of Possible Costs**. When required as part of its scope of Services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of possible cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made based on PRIME AE's experience and qualifications. They will represent PRIME AE's judgment per the Standard of Care. Except to the extent directly caused by a breach of the Standard of Care, PRIME AE is not responsible for and has no liability for quantity variances. The Client will not seek reimbursement from PRIME AE for costs arising from or related to such variances. Client acknowledges and agrees that: (i) the interim Work Product prepared and delivered by PRIME AE for the project are preliminary, not fully detailed, subject to change, and not ready for construction; (ii) Client is responsible for pricing assumptions and quantity take-offs; and (iii) PRIME AE does not guarantee or warrant that its designs can be constructed within a lump sum price, GMP, contract budget, or other estimated or bid value.

19. Risk Allocations. Client and PRIME AE have discussed the project's risks, rewards, anticipated outcome, and an estimated total fee for PRIME AE's scope of Services and fully agree to the following risk allocations. To the fullest extent permitted by law, PRIME AE's total liability to Client (including anyone claiming by or through Client) for damages of any nature shall not exceed, in the aggregate, fifty thousand dollars, whether in contract, tort, or any other cause.

20. Force Majeure. If either party is prevented, hindered, or delayed in performing any of its obligations hereunder because of a Force Majeure occurrence, such party shall notify the other party, in writing, of the occurrence of such an event and the circumstances thereof within five (5) days after the occurrence of such an event. The civil code or common law in the jurisdiction where the project is located shall define Force Majeure. To the extent that a party's performance of its obligations hereunder is prevented, hindered or delayed by an event of Force Majeure and to the extent that notice has been given to the other party, such party shall be excused as of the date of occurrence of the event of Force Majeure from the performance or punctual performance of its obligations hereunder for so long as the relevant event of Force Majeure continues.

21. Certificate of Merit: Client shall make no claim (whether directly or in the form of a third-party claim) against PRIME AE unless Client shall have first provided PRIME AE with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such a certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to PRIME AE thirty (30) days before the institution of such judicial proceedings.

22. Dispute Resolution. If a dispute arises out of this Agreement or a breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by negotiation, before initiating legal proceedings, Client and PRIME AE agree to submit to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in their costs, and neither party will commence a civil action until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. The Client agrees that any claim against PRIME AE shall be brought within one (1) year from the date of PRIME AE's final invoice, regardless of any applicable statute of repose or statute of limitation.

23. Precedence. These ST&C shall take precedence over and supersede any Client counterproposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

24. Severability. If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

25. Survival. These ST&C shall survive the completion of PRIME AE's Services on the project, the suspension or termination of Services for any cause, and shall remain in full force and effect until PRIME AE is paid in full for all fees due hereunder.

26. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida, without regard to conflict of laws. All disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the State Court located in Florida. If Client commences any legal action in connection with this Agreement, and PRIME AE prevails in such action, PRIME AE shall be entitled to recover, in addition to court costs, the amount of its attorneys' fees arising out of or related to the legal action, including consultant and expert's fees.

27. Assignment. This Agreement is not assignable by Client to any third party without the express prior written consent of PRIME AE. PRIME AE may assign this contract to any affiliate, subsidiary, or, in case of an acquisition or merger, the buyer.

28. No AI Training. The client may not use PRIME AE's Work Product, related documents, or data to train any artificial intelligence, machine learning, large language models, or other similar networks, algorithms, or systems.

29. No Individual Liability. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OF PRIME AE GROUP, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ANY CLAIMS, DAMAGES, OR DISPUTES ARISING OUT OF AND SUBJECT TO THIS CONTRACT.

30. Construction Means, Methods, and Safety. PRIME AE is not responsible for selecting, supervising, directing, controlling, or otherwise being in charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, or for the failure of Client, its contractor, engineers, architect, subcontractors, or other materialmen or service providers not engaged by PRIME AE to perform and complete construction of the project per the contract documents.

31. Compliance with Laws. In the event that standards of practice or legal requirements change during the project, PRIME shall promptly notify the Client of such changes and any additional costs that this may create, both in the Project cost itself and the compensation due to PRIME AE.

32. Headings. Section or paragraph headings included herein are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof.

Hourly Rate Schedule

Effective January 1, 2026

Planning & Engineering	
Senior Vice President	$325
Vice President	$285
Project Director/Chief	$245
Senior Project Manager	$215
Project Manager	$205
Senior Engineer	$195
Engineer	$160
Senior Planner & Senior Landscape Architect	$190
Planner & Landscape Architect	$160
Senior Graphic Arts Director	$180
Graphic Art Designer	$140
Senior Designer	$160
Designer	$130
CADD Technician	$115
Clerical/Administrative Support	$100
Project & Business Services	
Project Administrator	$175
Sr. Project Researcher	$160
Project Researcher	$155
Sr. Public Relations Liaison	$170
Technical Writer	$125
Geospatial Services	
GIS Programmer	$175
GIS Analyst	$150
GIS Technician	$130
GIS Field Technician	$115
CEI/Construction Management Services	
Construction Project Manager	$205
Resident Construction Engineer	$195
Sr. Construction Inspector	$140
Construction Inspector	$115

All Reimbursable Expenses Shall Be Cost Times A Factor Of 1.15

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.

Proposal: Replacement of Light Fixtures & Ceiling Fans - RiverHouse Complex

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

   ■ Yes (Please proceed to question 2)

   ☐ No, the entire cost will be paid by:

   _____

   (Please leave remainder of form blank)

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge CDD

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

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

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

Replacement of (33) sconce light fixtures with new. Replacement of (18) ceiling fans with new. Replacement of (3) pendant lights with new. Labor only with estimates. All products will be purchased through Lamp Plus - $20,256.00.

Total Proposed Compensation: $_____

Cost Share Calculation:

$_____ Rivers Edge
$_____ Rivers Edge II
$_____ Rivers Edge III

Methodology Consultant Approval: _____
(Signature)

_____
(Date)

If requesting addition of new improvements:

Engineer Approval: _____
(Signature)

_____
(Date)

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

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

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

_____
By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date:_____

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

_____
By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

_____
By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERTOWN

Request for Funds

Date of request: ***11/18/2026*** *Submitted by:* ***Richard Losco***

Light Fixtures & Ceiling Fans – RiverHouse Complex:

Remove the existing sconce light fixtures and install (33) new sconce light fixtures. Remove the existing ceiling fans and install (18) new ceiling fans. Remove the existing pendant lights and install (3) new pendant lights. Labor only with estimates. **All products will be purchased through Lamp Plus - $20,256.00.**

Vendor	Cost + Lamp Plus	Job Scope	Total Cost
American Electrical	$4,895.00 + **$20,256.00**	Same as above	$25,151.00
Smith Electrical	$5,000.00 + **$20,256.00**	Same as above	$25,256.00
TMT Electric	$4,800.00 + **$20,256.00**	Same as above	$25,056.00

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

Vesta

American Electrical Contracting Inc.
033
tmorris@american-electrical.com
(904) 737-7770

Estimate: 111914763
Project:
Estimate Date: 11/10/2026

Billing Address:
Kevin Mckendree
140 Landing Street
St Johns, FL 32259 USA

Job Address:
Kevin McKendree
140 landing street
St Johns, FL 32259 USA

Estimate Details

The following scope of work will be performed at the Job Address noted above, in accordance with the current National Electrical Code (NEC) and all applicable state and local codes and at the rates set forth below:

Electrical Proposal
1. Remove the existing sconce light fixtures and install (33) new sconce light fixtures.
2. Remove the existing ceiling fans and install (18) new ceiling fans.
3. Remove the existing pendant lights and install (3) new pendant lights.
4. The customer will provide the fixtures and bulbs and will need to be on site the day of installation.
5. All ceiling fans installed will have no light kits or remotes.

1. We are not responsible for any repairs to sheetrock or landscaping. A technician will notify you before any cutting or digging.
2. Power may be shut off during installation and restored the same day.
3. All Work will be performed during normal business hours.
4. If any alterations or deviations from the above specifications involve extra costs or returns, there will be an extra charge over and above the estimate.
5. This quote is for labor, materials, permit, and inspection.
6. If the county inspection is not approved for any reason related to work not performed by our company or due to additional items required by the county, the customer shall be solely responsible for any necessary repairs, corrections, or upgrades.
7. If you accept this proposal, a $100 deposit will be required to cover the cost of obtaining a permit from the city. This deposit is non-refundable and will be applied to your final payment.

Sub Total	$4,895.00
Taxes	$0.00
Deposit/Downpayment	$0.00
Total Due	$4,895.00

Thank you for choosing American Electrical Contracting Inc. !

Authorization Paragraph

I hereby authorize American Electrical Contracting, Inc. to complete the above work in the amount of $4,895.00 to be performed.

Unless otherwise stated, in writing, the payment terms of (AEC) American Electrical Contracting, Inc. listed on the back of this page are Payment due upon services rendered. We accept checks, all major credit cards or cash. Your signature below authorizes the work to be done & AEC to collect payment immediately after services have been rendered.

The prices and conditions above and the Terms and Conditions as contained in the hyperlink below are satisfactory and are hereby accepted. American Electrical Contracting, Inc is authorized to perform the work as proposed and selected.

Hyperlink Here

LAMPS PLUS®

Product	Description	Style	Qty	Price	Total
	36"DOWNROD METALLIC MATTE BRONZE Shipping to 32099	84V21	18	$50.00	$900.00
	Georgetown 21 3/4" High Burnished Bronze Outdoor Wall Light Shipping to 32099	7151K	33	$269.00	$8,877.00
	Hinkley Outdoor Georgetown Large Hanging Lantern 8.5" Burnished Bronze Shipping to 32099	7149K	3	$319.00	$957.00
	52" Hinkley Tropic Air Matte Bronze Wet Rated Pull Chain Ceiling Fan Shipping to 32099	84P05	18	$529.00	$9,522.00

Product Total: $20,256.00

Shipping & Processing: $0.00

Estimated Tax:

Order Total: $20,256.00

For more information on our pricing, visit https://www.lampsplus.com/help-and-policies/faq/

Smith Electrical Inc.

PO Box 9023
St Augustine, FL 32085

Estimate

Estimate #	Date
	11/3/2026

Name / Address
Riversedge CDD 475 W Town Pl. #114 St Augustine FL 32092 Kevin-904-607-1038 kmckendree@vestaproperty-services.com

Item	Description	Qty	Rate	Total
Quote	Scope of Work - Remove existing fixtures & install customer supplied fixtures. 1. Install (3) customer supplied pendants. 2. Install (18) customer supplied exterior ceiling fans with downrods. 3. Install (33) exterior wall sconces.			
T&M	$5,000.00 CAP quote to be adjusted towards time and materials at our hourly rate of $145.			
Notes	Providing power source is good at each location.			

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any variation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance.

Total $0.00

Signature _____

Phone #	Fax #	E-mail	Web Site
9048290899	904-829-0259	smithelectric08@gmail.com	staugustineelectric.com

TMT Electric, LLC

290 Circle Dr S
Saint Augustine, FL 32084 US
(904) 315-1248
tmtelectricllc@gmail.com

Estimate

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

ESTIMATE 1012
DATE 11/10/2026

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	Services	Remove and replace 18 ceiling fans, 3 pendant fixtures, and 33 wall sconces at the Riverhouse. Customer to provide all fixtures and other materials needed to complete this project. This estimate is for LABOR ONLY.	4,800.00

Please make check payable to TMT Electric LLC.

SUBTOTAL	4,800.00
TAX	0.00
TOTAL	**$4,800.00**

Accepted By

Accepted Date