# Rívers Edge Community Development District

October 16, 2019

# Rivers Edge

# Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092 Phone: 904-940-5850 - Fax: 904-940-5899

October 9, 2019

Board of Supervisors Rivers Edge Community Development District

Dear Board Members:

The Board of Supervisors Meeting of the Rivers Edge Community Development District will be held Wednesday, October 16, 2019 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Approval of the Minutes of the August 21, 2019 Meeting
- IV. Ratification of the Engagement Letter from Berger, Toombs, Elam, Gaines & Frank for the FY19 Audit
- V. Ratification of Amenity Soccer Agreement
- VI. Consideration of Updates to Policies
  - A. Club Policies / Forms
  - B. Amenity Policies / Forms
- VII. Consideration of Resolution 2020-01, Setting a Public Hearing Date for the Purpose of Adopting Rates and Amended and Restated Rules of Procedure
- VIII. Consideration of Amendment #1 to the Traffic Control Agreement with St. Johns County
- IX. Consideration of License Agreement with Jax Helicopter Services Corp for the Provision of Helicopter Tours
- X. Consideration of Updates to Interlocal Agreement
- XI. Consideration of Deed Conveying Tract 10
- XII. Consideration of Landscape Maintenance Proposal for North Lake
- XIII. Discussion on the Procedure for Filling Board of Supervisors Seat Vacancies
- XIV. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager
  - D. General Manager Report
- XV. Supervisors' Requests and Audience Comments
- XVI. Financial Reports

- A. Balance Sheet & Income Statement
- B. Assessment Receipt Schedule
- C. Approval of Check Register
- D. Consideration of Tri-Party Funding Request No. 69
- XVII. Next Scheduled Meeting November 20, 2019 @ 11:00 a.m. at the RiverTown Amenity Center
- XVIII. Adjournment

Enclosed under the third order of business is a copy of the minutes of the September 18, 2019 meeting for review and approval.

The fourth order of business ratification of engagement letter from Berger, Toombs, Elam, Gaines & Frank for the FY19 Audit. A copy of the letter is enclosed for your review and approval.

The fifth order of business is ratification of amenity soccer agreement. A copy of the agreement is enclosed for your review and approval.

The sixth order of business is consideration of updates to policies. Copies of the club and amenity policies and forms are enclosed for your review and approval.

The seventh order of business is consideration of resolution 2020-01, setting a public hearing date for the purpose of adopting rates and amended and restated rules of procedure. A copy of the resolution along with its exhibits are enclosed for your review and approval.

The eighth order of business is consideration of amendment #1 to the traffic control agreement with St. Johns County. A copy of the agreement is enclosed for your review and approval.

The ninth order of business is consideration of license agreement with Jax Helicopter Service Corp for the provision of helicopter tours. A copy of the agreement is enclosed for your review and approval.

The tenth order of business is consideration of updates to the interlocal agreement. A copy of the agreement, along with it exhibits, is enclosed for your review and approval.

The eleventh order of business is consideration of deed conveying tract 10. A copy of the draft special warranty deed is enclosed for your review and approval.

The twelfth order of business is consideration of landscape maintenance proposal for North Lake. A copy of the proposal is enclosed for your review and approval.

The thirteenth order of business is discussion on the procedure for filling Board of Supervisors seat vacancies. A copy of the proposed procedure is enclosed for your review.

Under financial reports copies of the balance sheet and income statement, assessment receipts schedule, check register and tri-party funding request are included for your review.

The balance of the agenda is routine in nature. Staff will present their reports and any additional support material will be presented and discussed at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

James Perry

James Perry District Manager Rivers Edge CDD

# AGENDA

# Rivers Edge Community Development District Agenda

Wednesday October 16, 2019 11:00 a.m. RiverTown Amenity Center 156 Landing Street St. Johns, Florida 32259 Staff Call in #: 1-800-264-8432 Passcode: 653314 www.riversedgecdd.com

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  - B. Engineer
  - C. District Manager
  - D. General Manager Report
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- XVI. Financial Reports A. Balance Sheet & Income Statement
  - B. Assessment Receipt Schedule
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- XVII. Next Scheduled Meeting November 20, 2019 @ 11:00 a.m. at the RiverTown Amenity Center
- XVIII. Adjournment

# MINUTES

#### Minutes of Meeting Rivers Edge Community Development District

The regular meeting of the Board of Supervisors of the Rivers Edge Community Development District was held Wednesday, August 21, 2019 at 6:00 p.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Jason Sessions Mac McIntyre Judy Long Charles Oates Randy Schaublin	Chairman Vice Chairman Supervisor Supervisor Supervisor
Also present were:	
Jim Perry Lauren Gentry Ryan Stillwell Jason Davidson Marci Pollicino Robert Beladi 20 Residents	District Manager District Counsel District Engineer Vesta Vesta VerdeGo

The following is a summary of the minutes and actions taken at the August 21, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

#### FIRST ORDER OF BUSINESS Roll Call

Mr. Perry called the meeting to order at 6:00 p.m. and called the roll.

### SECOND ORDER OF BUSINESS Audience Comments

The following issues were brought up by residents and addressed by staff: disrepair of chairs in the amenity center and by the pool, pickle ball courts, maintenance of trees in the right of ways and possible expansion of the gym.

#### THIRD ORDER OF BUSINESS Affidavit of Publication

A copy of the affidavit of publication of the public hearing was included in the agenda package.

The next item was taken out of order.

#### SIXTH ORDER OF BUSINESS

Consideration of Interlocal and Cost Share Agreement with Mattamy Jacksonville and Rivers Edge II Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities

Mr. Perry stated this is consideration of the interlocal and cost share agreement with Rivers Edge, Rivers Edge II and the future Rivers Edge III or land currently owned by Mattamy Jacksonville. Rivers Edge III doesn't exist right now but will in the future. The interlocal agreement builds on the one you had last year but also includes the concept that Rivers Edge III will be assigned Mattamy's obligations once that district is formed.

The allocations of costs are shared equally by each district in regard to the number of housing units in each district. Rivers Edge is pretty well known; it is more developed. Rivers Edge II is based on the development plans, as we know them today, and the same with Rivers Edge III. Based upon the equivalent residential units in each district they receive a portion of the costs for the amenities, the landscaping, stormwater, irrigation reuse water and electric in regard to the landscaping and so forth. The agreement is also the basis for the budget in regard to Rivers Edge and Rivers Edge II and I sent an email today in regard to some of the adjustments.

Ms. Gentry stated this is an agreement the board saw in a prior form last year. I want to clarify for the record that both this district and Rivers Edge II have previously signed conflict waivers so that our firm can represent both in negotiating this agreement. If anybody on the board has concerns about that then we can recommend outside counsel to take a look at it for you but we feel it is still ethically permissible for us to represent both districts because we are relying on the representations of staff.

Mr. Sessions stated where the interlocal agreement ended up, which is for the benefit of everybody in this room, is a cost savings to CDD 1 for next year and hopefully, for the foreseeable future. The assessments for a 60-foot lot were going to be an increase of \$140 and now they are going to increase by \$50. It is a big cost reduction and \$50 is about 4.5% of your

budget, which is a little bit above inflation. We can't think that it is going to stay the same every, JEA raises their costs to us, FP&L raises their costs to us and service agreements have inflationary costs. We spread it across all three CDDs and someone living in CDD 3 with a 60-foot lot is going to pay a very similar cost as CDD 1 or CDD II. The idea is we want to tie the CDDs together so you have cost sharing and efficiency of costs. We want to tie the CDDs together so you can use the River Club. The residents of RiverTown should be able to use all the amenities within RiverTown. We want to share and this interlocal agreement in layman's terms just says that.

Mr. Gentry stated we would like this approved in substantial form with the assumptions that the numbers are going to remain the same for the purposes of the budgets, subject to further revisions of the wording and some of the details of the contract.

Rivers Edge has 32.98% of the costs, Rivers Edge II has 32.22% of the costs and Mattamy/future Rivers Edge III has 34.8% of the costs.

There being no further questions from the board the floor was opened to the public on this item.

A resident asked where Rivers Edge III is located and Mr. Sessions outlined the location as well as the location of Rivers Edge II.

A resident stated the increase is less than the amount in the letter.

Ms. Gentry stated we are required to notice the maximum amount your assessments could be and if it comes in lower than that based on the final budget we assume you will be happy with that.

> On MOTION by Mr. McIntyre seconded by Mr. Sessions with all in favor the interlocal and cost share agreement with Mattamy Jacksonville and Rivers Edge II was approved in substantial form and staff was authorized to finalize and execute the agreement.

# FOURTH ORDER OF BUSINESS

### Approval of the Minutes of the July 22, 2019 Meeting

On MOTION by Mr. McIntyre seconded by Mr. Sessions with all in favor the minutes of the July 22, 2019 meeting were approved as presented.

### FIFTH ORDER OF BUSINESS

# Public Hearing to Adopt the Budget for Fiscal Year 2020

On MOTION by Mr. Sessions seconded by Mr. Schaublin with all in favor the public hearing was opened.

Mr. Perry gave an overview of the allocation of assessments that are based on a master methodology that was done in 2007 and updated in 2016.

You approved the budget a couple months ago and we have discussed the material changes and that was the reallocation of the cost sharing. The notice for a 60-foot lot said the increase in assessments was going to be about \$130; based upon the changes before you today the increase is about \$60.

Ms. Gentry stated it is a two-step process today, first the board will be asked to approve the resolution that adopts the budget. The board will have a chance to ask any questions and hear comments from the public before they make their final decision on the budget. The second step is the assessment resolution, which levies the assessments that will fund your O&M portion of that budget it also certifies your assessment roll that goes to the county so you can collect those with the county taxes. Section one of the assessment resolution contains the findings that the board is making. They find a special and peculiar benefit on the lands within the district, the benefit exceeds or equals the cost of those assessments and the allocation of the assessments is fair and reasonable.

Mr. Perry stated in regard to the notices that were sent out I did receive correspondence that you were copied on from one resident and tried to inform them as best I could in regard to the budget and certain questions he had. I did have one other letter from a resident that basically did not like the increase in assessments that was being proposed and we had three or four phone calls from residents.

There being no questions from the board or public, the board considered the following items.

# A. Consideration of Resolution 2019-08 Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2020

Ms. Gentry stated it is pretty straightforward; this is formally adopting the budget before you. Section one states that the board has reviewed it, a copy of it is on file with the district manager and it formally states that you adopt it. Section two is appropriations and that is where those blanks will be filled in based on the budget before you if there are no changes to it. If there are changes then those will be reflect in the numbers that are filled in. Section three goes through how amendments can be made to the budget. It is possible to amend the budget but you have to follow certain procedures.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor Resolution 2019-08 was approved.

# B. Consideration of Resolution 2019-09 Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2020

Mr. Perry stated Resolution 2019-09 imposes the special assessments and certifies an assessment roll for fiscal year 2020. Based upon the adoption of the budget and that assessment schedule on the last page of the budget we will be certifying the assessment roll to the county relative to those size lots for each individual landowner.

Ms. Gentry stated Section one makes those findings that are required for your assessments, that the allocation is fair and reasonable and that they confer a special benefit on the lands within the district. Section two imposes those assessments so it actually levies the assessments officially. Section three states how they will be collected. For your platted lands within the district those are collected on the tax roll so residents will see that on their county tax bill. Certain assessments are collected on a direct bill basis if land has not yet been platted and still owned by the developer and we set out the schedule for that. There is a section that makes it clear that these collection methods can change and the board can choose how it collects the assessments from year to year. Section four certifies your assessment roll, Section five specifies how you can amend that assessment roll and six and seven are formalities that if any portion of the resolution is not valid the rest of it remains valid and it sets an effective date.

On MOTION by Mr. Sessions seconded by Mr. Schaublin with all in favor Resolution 2019-09 was approved.

On MOTION by Mr. Sessions seconded by Mr. Schaublin with all in favor the public hearing was closed.

### SEVENTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Ms. Gentry stated our office has been monitoring changes that came out of the recent legislative session and how they impact your rules of procedure and we are working on updates on those to make sure you are up to date with the law. You can expect to see a draft of those on your next agenda and we will set a hearing for the rulemaking procedures.

### B. Engineer

There being none, the next item followed.

## C. Manager – Discussion of Meeting Schedule for Fiscal Year 2020

Mr. Perry stated the meeting schedule for next fiscal year is consistent with what we have had in the past. We do have the 6:00 p.m. meeting scheduled for August 19<sup>th</sup> and that would be the budget meeting.

On MOTION by Mr. McIntyre seconded by Mr. Sessions with all in favor the notice of meetings for fiscal year 2020 reflecting meetings on the third Wednesday of the month was approved.

### D. General Manager – Report

Mr. Davidson stated the Soccer Shots would like to use the field at the River House on Mondays from 4:45 p.m. to 6:00 p.m. It will only take up about a 25-yard area; the classes are small so they can provide more one on one attention for our residents. The registration fee will be \$180. The shared revenue would be \$25 per hour use or 15% of the registration fee. We are seeking approval for both usage and how you would like to handle the sharing.

Mr. Schaublin asked is this limited to RiverTown residents?

Mr. Davidson responded it is limited to RiverTown residents.

Ms. Gentry asked is this a program that is run through Vesta or is this an outside provider?

Mr. Davidson stated it is an outside provider and they do this in St. Augustine and it is well received down there.

Mr. Sessions stated if we don't have enough to fill up from RiverTown residents that we do open it up to try to drive the use of it and if it gets overcrowded then limit it to the RiverTown residents.

Mr. Davidson stated if we do that I suggest an additional fee for non-residents.

Mr. Sessions stated if it is \$180 for residents then make it \$200 for non-residents.

Ms. Gentry stated if the board is inclined to approve this it would be subject to drafting an agreement by counsel.

On MOTION by Mr. Sessions seconded by Mr. Schaublin with all in favor the request was approved in substantial form subject to Mr. Schaublin following up on the projections on the shared revenue and subject to staff review.

Mr. Davidson stated we are seeking approval for a social club.

Ms. Gentry stated Marcy has been in touch with staff on this. This is a request that came through from a resident to establish a district club. The district currently has procedures where residents can request to establish a club and it is not endorsed by the CDD but it does allow them to use the facilities a certain amount of times per year and that sort of thing.

Ms. Pollicino stated most of the clubs here meet once a month, they understand the have the responsibility to clean up, follow all the policies and procedures knowing that the permission can be revoked if they don't.

Ms. Gentry stated they have to sign waivers, rental forms all the standard documents that we have. The first thing to address is that club policies contemplated club requests coming before the board for approval. There was some suggestion that at some point maybe the board had requested that staff approve those outside of meetings. That was before my involvement in the district. Our office would recommend that the board does approve those at meeting so the board can stay apprised of any clubs that are established, so that staff can look at any increased liability considerations where we might need to request additional insurance and that sort of thing. Would the board like to consider those at meetings?

It was the consensus of the board to consider club requests at board meetings.

Ms. Gentry stated going forward we will have those requests brought before the board.

Ms. Pollicino stated the recent request is from a resident who lives at 244 Broadleaf Lane and he is interested in starting a beer club/meet and greet that includes all residents and new neighbors where they want to utilize the facility to basically get together once a month. Probably have a few drinks, making sure they have insurance and liability and they would use this facility as a place to gather. They will not be drinking beer. My suggestion was to call it a meet and greet because it is more of a meet and greet social club is what they are trying to establish.

Ms. Long asked is that going to be held out by the pool?

Ms. Pollicino stated in here.

Ms. Long asked will there be music?

Ms. Pollicino responded not that I know of. There is no DJ, band or anything like that.

Ms. Gentry stated this wasn't an explicit item and I would like to give the public an opportunity to comment on it if they have any comments.

A resident stated when we moved here in 2017 they had a meet and greet to meet your new neighbor and they had wine and beer.

Ms. Pollicino stated we did that but the same people kept showing up so for budget considerations we have allocated those dollars in other ways.

Ms. Gentry stated if the board would like to approve this we would just ask for a motion to approve the request to form the club that Marci just described.

On MOTION by Ms. Long seconded by Mr. Schaublin with all in favor the request for a social club was approved.

# EIGHTH ORDER OF BUSINESS Supervisors' Requests and Audience Comments

Ms. Long stated when another opening comes up on the board I know you said there was no set procedure for us to follow but could we establish some type of procedure?

Mr. Perry stated if the board wants to, there is no statutory outline of that. With a number of boards if a seat comes open they will keep that seat open for one or two meetings and ask for letters of interest from the community. You can do that as a matter of practice.

Ms. Gentry stated if the board feels the need for a policy we can put that in a policy that the board adopts.

Mr. Perry stated I think you may want an agenda item for the next meeting.

Mr. McIntyre stated I'm asking that be put on the next agenda so there can be discussion of procedure and rules.

Mr. Perry stated for clarification on the next agenda we will put discussion of filling vacancies on the board.

On MOTION by Mr. Sessions seconded by Mr. Schaublin with all in favor staff was directed to draft a policy to fill vacancies on the board and to place that item on the next agenda.

## NINTH ORDER OF BUSINESS Financial Reports

### A. Balance Sheet & Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

### **B.** Assessment Receipt Schedule

A copy of the assessment receipt schedule was included in the agenda package.

## C. Approval of Check Register

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the check register was approved.

### **TENTH ORDER OF BUSINESS**

### Next Scheduled Meeting – Wednesday, September 18, 2019 @ 11:00 a.m. at the RiverTown Amenity Center

Mr. Perry stated the next meeting is scheduled for September 18, 2019 at 11:00 a.m. in the same location.

On MOTION by Mr. Oates seconded by Mr. McIntyre with all in favor the meeting adjourned at 7:24 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS



Certified Public Accountants P

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

772/461-6120 // 461-1155 FAX: 772/468-9278

#### September 18, 2019

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

#### The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of River's Edge Community Development District, which comprise governmental activities, each major fund and the budgetary comparison for the General Fund as of and for the years ended September 30, 2019, 2020, and 2020, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2019, 2020, and 2021.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

#### The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart



In making our risk assessments, we consider internal control relevant to River's Edge Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by River's Edge Community Development District and that are to be included as part of our audit are listed below:

1. General Fund

2. Debt Service Fund



# The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

- 1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
- 3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- 4. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit, we will request certain written confirmation concerning representations made to us in connection with the audit including, among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Management is responsible for identifying and ensuring that River's Edge Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

River's Edge Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, River's Edge Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on River's Edge Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, River's Edge Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of River's Edge Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

#### **Records and Assistance**

If circumstances arise relating to the condition of the River's Edge Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the River's Edge Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.



The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with James Perry. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

#### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

#### Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the years ending September 30, 2019 and 2020 will not exceed \$4,450 and for the year ending September 30, 2021 will not exceed \$4,600, unless the scope of the engagement is changed, the assistance which River's Edge Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by River's Edge Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for River's Edge Community Development District, River's Edge Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



#### Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of River's Edge Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. River's Edge Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of River's Edge Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

#### Reporting

We will issue a written report upon completion of our audit of River's Edge Community Development District's financial statements. Our report will be addressed to the Board of River's Edge Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on River's Edge Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and River's Edge Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam, Gaines & Frank Certified Public Accountants PL

River's Edge Community Development District September 18, 2019 Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely, Derair Jamps (Inm) BERGER, TOOMBS, ELAM, GAINES & FRANK

J. W. Gaines, CPA

Confirmed on behalf of the addressee:

25 2019



Judson B. Baggett MBA, CPA, CVA, Partner Marci Reutimann CPA, Partner  6815 Dairy Road Zephyrhills, FL 33542
 (813) 788-2155
 (813) 782-8606

# System Review Report

To the Directors November 2, 2016 Berger, Toombs, Elam, Gaines & Frank, CPAs PL and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL (the firm), in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at <u>www.aicpa.org/prsummary</u>.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards and audits of employee benefit plans.* 

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs PL in effect for the year ended May 31, 2016 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)*, or *fail.* Berger, Toombs, Elam, Gaines & Frank, CPAs PL, has received a peer review rating of *pass.* 

Baggett, Reutimann & Associates, CPAs, PA

(BERGER\_REPORT16)

Member American Institute of Certified Public Accountants (AICPA) and Florida Institute of Certified Public Accountants (FICPA) National Association of Certified Valuation Analysts (NACVA)

### ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS, ELAM, GAINES AND FRANK AND RIVER'S EDGE COMMUNITY DEVELOPMENT DISTRICT (DATED SEPTEMBER 18, 2019)

<u>**Public Records.</u>** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:</u>

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

GMS-NF, LLC 475 WEST TOWN PLACE, SUITE 114 ST. AUGUSTINE, FL 32092 TELEPHONE: 904-940-5850 EMAIL: JPERRY@GMSNF.COM

Auditor: J.W. Gaines

District: River's Edge CDD

By:

Title: Director

Date: September 18, 2019

By: Zund Lange Coss By: Zund Jane Title: District Manager Date: Systember 24, 2019 FIFTH ORDER OF BUSINESS

### LICENSE AGREEMENT BY AND BETWEEN THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AND KICKSTART ENTERPRISES, LLC, D/B/A SOCCER SHOTS OF NORTH FLORIDA REGARDING THE USE OF THE DISTRICT'S SOCCER FACILITIES

**THIS LICENSE AGREEMENT** ("Agreement") is made and entered into this 16th day of September, 2019, by and between:

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

**Kickstart Enterprises, LLC, D/B/A Soccer Shots of North Florida,** a Florida limited liability company, with a mailing address of 6100 Greenland Rd, Suite 304, Jacksonville, Florida 32258 ("Licensee").

#### RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns and maintains as public improvements recreational facilities which include a soccer field, as identified in **Exhibit A**, attached hereto and incorporated herein by this reference ("Soccer Facilities"); and

WHEREAS, Licensee intends to operate a soccer program in accordance with the terms set forth herein, and in the manner and at the times set forth in **Exhibit B** ("Soccer Program"), and has requested permission from the District to use the Soccer Facilities for the Soccer Program; and

WHEREAS, the District Board of Supervisors ("Board") finds that the Licensee's provision of the Soccer Program is a benefit to the community and is in the District's best interests, under the terms and conditions set forth in this Agreement and the exhibits hereto, and as directed by the District and its designee; and

WHEREAS, the District and Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of

this Agreement.

2. **GRANT OF LICENSE.** The District hereby grants to Licensee a nonexclusive license to use the Soccer Facilities for operation of the Soccer Program, in accordance with the terms and conditions contained herein and in the exhibits hereto ("License"). In consideration of said use of the Soccer Facilities, Licensee agrees to the following conditions:

A. Licensee's access is limited to the Soccer Facilities, as set forth in **Exhibit A**, during the Scheduled Times (as hereinafter defined) only. The Licensee's access does not include the use of any other District facilities, including but not limited to the amenity center, pool, restroom facilities or other improvements. Use of the Soccer Facilities is limited to the dates, times and uses specified herein and no other – this License is for operation of the Soccer Program. The District reserves all rights and privileges in and to the District's property, including the Soccer Facilities. This License for the Soccer Facilities is granted to Licensee in its "as is" condition and without any warranty or representation, express or implied. No other use of, or access to, the District's recreational facilities is permitted without prior written consent of the District through its designee.

**B.** Licensee's access to the Soccer Facilities is limited to the days and times set forth in **Exhibit B** ("Scheduled Times"). This Agreement does not grant access to the Soccer Facilities at any other days or times except as set forth herein and as coordinated and approved by the District's designee. The District's designees for purposes of this Agreement shall be its District Manager and its General Manager.

**C.** The parties acknowledge that weather conditions may affect the use of the Soccer Facilities at any given time. The District shall have the right to temporarily close the Soccer Facilities on any given day due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the Soccer Facilities. Any make-up days or times shall be in the District's sole discretion. However, Licensee remains responsible for the safety and security of all persons operating under this grant of License.

**D.** Only Licensee's rosters of participants, coaches and staff are permitted to use the Soccer Facilities pursuant to this License. Licensee shall provide a list of a full roster of Soccer Program members to the General Manager, as such list may change from time to time and evidence that each have executed a Waiver (as hereinafter defined). Such submittal shall not waive Licensee's responsibility to procure a validly executed Waiver from each individual as required under this License.

**E.** Licensee's use of the Soccer Facilities shall be contemporaneous with the use of the District's facilities by patrons of the District, and Licensee's use shall not interfere with the operation of the District's facilities as a public improvement except as set forth herein.

**F.** Licensee's use of the Soccer Facilities shall be subject to the policies and regulations of the District and Licensee acknowledges receipt of all such policies and rules, and agrees it will be responsible for transmitting such information to all users under this Agreement and ensure compliance with such rules and policies, as well as the child safety guidelines attached hereto as **Exhibit C**, by all users under this Agreement. Licensee and all of its staff and volunteers must successfully complete a background check. All background checks are to be completed at the cost of Licensee. Licensee will be responsible for reporting all incidents and injuries to the District Manager or General Manager as they occur.

**G**. Licensee shall obtain an executed Waiver, substantially in the form provided herein, signed by each of Licensee's members, coaches, staff and any regularly associated volunteers and specifically naming the Rivers Edge CDD and its supervisors, staff and officers. Soccer Program participants, users, guests, staff and other associated persons using the Soccer Facilities pursuant to this Agreement shall

additionally be required to sign a release and waiver, which may be issued through US Soccer or similar entity. A sample release and waiver is attached hereto as **Exhibit D** ("Waiver").

**H.** The grant of this License is further conditioned on Licensee's compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but, not limited to, US Soccer best practices and guidelines, health department requirements, fire code and other laws ("Laws"). It is Licensee's responsibility to know, understand and follow such Laws.

Licensee is permitted to hold soccer sessions pursuant to this License, including Exhibit B I. ("Session(s)"). Such Sessions shall be conducted at the Soccer Facilities as set forth in Exhibit A and in the manner set forth in Exhibit B and as otherwise provided herein. Licensee shall meet with the General Manager prior to the first scheduled Session to coordinate parking plans, details, times, and housekeeping responsibilities. The District acknowledges that, if the number of participants registered for a Session is fewer than six (6), the Licensee may elect to cancel the Session or combine Sessions. It is the responsibility of Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion, in the same or better condition than prior to commencement of the Sessions, and trash is properly disposed of in trash bags and taken to the dumpster, and sod repaired to the same or better condition. Licensee may display signage during Sessions only. Signs may be displayed on the day that Sessions are held and must be taken down within two (2) hours of conclusion of such Sessions. Any other permanent signage, other than advertising in accordance with the District's policies, if any, and coordinated through the General Manager, must be pre-approved by the District in writing and is not included in this Agreement. Any advertisements naming the District, its facilities, including any derivation of such facilities, shall include verbiage in legible font that states: "This is not a Rivers Edge CDD sponsored or endorsed event."

**J.** If requested by the District, Licensee shall be required to provide parking monitors for Sessions. Regardless of whether the District elects to require provision of parking monitors, parking that obstructs vehicular traffic, emergency vehicle movement or otherwise impacts District or landowner property in the District shall be prohibited and may result in immediate termination of this License. Licensee shall be held responsible for coordination of all parking efforts related to the activities provided for herein.

#### District agrees to maintain the following for the Term of the License:

**M.** The District agrees to maintain its recreational facilities in substantially the same form and manner as they are being maintained at the time of execution of this Agreement. The Licensee is responsible for Session set-up and clean-up. Licensee shall report any damage to the Soccer Facilities caused by District employees or Licensees to the General Manager. Upon notification of such damage, the General Manager shall promptly investigate the cause and extent of the damage. The General Manager shall have the sole discretion to determine if the damage exceeds Licensee's responsibility to maintain and repair the Soccer Facilities as provided herein.

**N.** The District shall not be responsible for the personal safety of Licensee's invitees, participants or other persons on District property pursuant to this Agreement, except to the limited extent provided for in the normal operation of the District's facilities. Licensee acknowledges and accepts that the District shall not be responsible for personal injury, loss or damage to personal property, vehicles, equipment, or any other losses incurred by Licensee or its invitees whatsoever.

**O.** The District may elect, in its discretion, to provide information concerning Licensee's offerings and schedule so long as Licensee provides the relevant information to the District's designee in a timely manner. Such information shall include a disclaimer that such activities are not sponsored or endorsed by Rivers Edge CDD.

**3. TERM.** The term of the License shall commence September 13, 2019, and shall expire on November 18, 2019, unless terminated or extended in writing as provided for herein. This License may be extended for an additional term, in the sole and absolute discretion of the District, upon an addendum in writing and executed by the Parties. The District is under no obligation whatsoever to grant this or any further License to the Licensee.

4. **SUSPENSION, REVOCATION AND TERMINATION.** The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended, terminated or revoked immediately upon written notice, with or without cause, by either party. In the event this License is revoked or terminated pursuant to its terms, Licensee must expeditiously restore the District property to its same or better condition. Licensee shall not be entitled to any payment of damages for termination or revocation whatsoever by the District – this grant of License is a mere privilege and not a right. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every provision. No waiver of any breach shall be held to constitute a waiver of any other or subsequent breach.

5. **PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to operate a Soccer Program and to provide certified, trained and qualified soccer coaches when utilizing the Soccer Facilities. Licensee shall maintain all required licenses and certifications in effect and shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants. All minors participating in Soccer Program events of any kind shall only do so with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any participant, attendee, invitee, or other individual while using the Soccer Facilities. Any participant, attendee, invitee or other individual on District property for any and all events held by Licensee shall only be permitted to participate after signing a District Waiver and obtaining consent of his or her parent or guardian. Licensee shall remain an active Florida entity in good standing during the term of this License.

6. **REVENUE.** Licensee shall be permitted to charge a fee of \$150 for each District Patron (as defined in the District's Policies Regarding Amenity Facilities) and \$160 for each non-Patron and shall remit to the District fifteen percent (15%) of such fees, exclusive of registration fees collected to cover the cost of materials. Licensee shall provide a detailed accounting of all revenues in the form of a report that details pricing of services provided and the number of individuals serviced. The District reserves the right to request additional detail or back up for such financials upon its request.

7. INSURANCE AND INDEMNITY. Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate, as well as \$1,000,000 automobile liability coverage, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, participants, guests or invitees, including without limitation any person entering District property pursuant to this Agreement. The insurance coverage shall additionally include a minimum of \$500,000 abuse/molestation coverage and a minimum of \$25,000 medical/dental accident coverage. The District and its

supervisors, officers, employees, staff, and consultants shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. A certificate of insurance reflecting such amounts and insureds shall be provided to the District at the time of execution of this Agreement. Licensee hereby agrees to defend, indemnify and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from use of the License by Licensee, its employees, agents, participants, guests or invitees. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute. The provisions of this Paragraph shall survive suspension or revocation of the License or termination of this Agreement.

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

Α.	If to the District:	Rivers Edge Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 300 (32301) Post Office Box 6526 Tallahassee, Florida 32314 Attn: District Counsel
B.	If to Licensee:	Kickstart Enterprises, LLC, D/B/A Soccer Shots North Florida 6100 Greenland Rd, Suite 304 Jacksonville, Florida 32258 Attn:

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

9. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its patrons and guests from damage and recognizes that the District's facilities, including the Soccer Facilities,

are being simultaneously run as a public improvement and the public will have continuous use of the facilities simultaneously with Licensee's use. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Licensee's use of the Soccer Facilities under this Agreement, including, but not limited to, by its guests and invitees. Licensee shall commence repair of any damage resulting from its operations under this Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

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

11. CONTROLLING LAW; VENUE; REMEDIES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

**12. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

13. **NON-TRANSFER.** The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License shall cause the License to become voidable, in the sole discretion of the District.

14. **ENTIRE AGREEMENT.** This is the entire agreement of the parties as it relates to the subject of this Agreement. This Agreement may not be amended except in writing signed by both parties. This Agreement shall not be recorded in the public records.

15. **PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Licensee acknowledges that the designated public records custodian for the District is James Perry, District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Licensee, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, PHONE: (904) 940-5850, E-MAIL: JPERRY@GMSNF.COM

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

Attest:

#### **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Witness

Signature

Print Name of Witnes

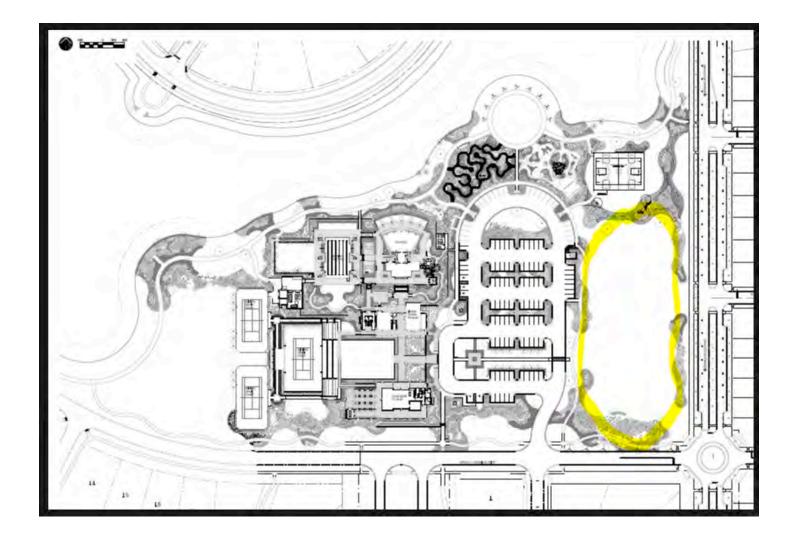
Exhibit A:	Facilities
<b>Exhibit B:</b>	Schedule
<b>Exhibit C:</b>	<b>Child Safety Guidelines</b>
Exhibit D:	Waiver

Chair/Vice Chair, Board of Supervisors

KICKSTART ENTERPRISES, LLC, D/B/A SOCCER SHOTS OF NORTH FLORIDA

By: OWNER Its:

# <u>Exhibit A</u> Soccer Facilities



## <u>Exhibit B</u> Soccer Program

SCHOOL:	Rivertown Community	DURATION:	10 weeks
START DATE:	September 13, 2019	DAY OF WEEK:	Monday
END DATE:	November 18, 2019	DAY OF WEEK:	4:45-5:15 PM minis
			5:15-6 PM classics

**COST:** Season total cost will be \$150 for Rivertown residents and \$160 for nonresidents. Partnership fee will not exceed more than 15% of program cost and will not include registration fees collected to cover materials.

Soccer Shots will provide soccer sessions for two age groups: 2-3 year old mini's program and 4-5 year old classics program. We will need access to a small grass area of approximately 20x30 yards.

# <u>Exhibit C</u> Child Safety Guidelines

## Introduction

To help protect minors, it is important that Licensee's paid staff, volunteers, parents and athletes understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

## Purpose

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Licensee and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Licensee, its paid staff, and volunteers.

### Protection and Prevention

## Volunteer and Employee Screening Procedures:

Screening procedures are to be used with paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Criminal background checks shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

### Supervision Procedures

Unless an extenuating situation exists, Licensee:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.

- Will endeavor to release minors (here, defined as children ages 15 and younger) only to a parent, guardian, or provided list of emergency contacts consented to in writing by parent/guardian.
- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles, unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under five should be accompanied to the restroom and the paid staff or volunteer wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a "buddy system" whenever minors go on trips off District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.

### Behavioral Guidelines for Paid Staff and Volunteers

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- Whenever possible, at least two unrelated paid staff or volunteers will be in the room when minors are present. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.

- If you recognize an inappropriate relationship developing between a minor and adult, report such suspicions immediately to one with supervisory authority.
- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, avoid meeting in isolated environments.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

## Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

## **Exhibit D** Form of Waiver and Release

## RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT: KICKSTART ENTERPRISES, LLC, D/B/A SOCCER SHOTS NORTH FLORIDA ("SOCCER SHOTS") RELEASE AND WAIVER FORM

Date: Participant Name(s):

I, the undersigned, hereby certify that I am the individual, parent or legal guardian of the abovenamed participant(s). I acknowledge and understand that neither Soccer Shots or personnel affiliated therewith, including coaches, are affiliated in any way with the Rivers Edge Community Development District or its supervisors or staff ("District") and that the District makes no representations concerning said personnel's qualifications or ability to coach, teach or lead the soccer based activities to be held at the District's facilities and related recreational amenities ("Soccer Program"). I, the undersigned, hereby agree to defend, indemnify, waive, release and forever discharge the Rivers Edge Community Development District and its, present, former and future supervisors, agents, officers, employees and staff, together with volunteers, participants, sponsors and advertisers, their parent related, affiliated, subsidiary companies, and affiliated committees, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns, and any other party indemnified and held harmless by the District from all claims or demands for damages, injury, death, loss to person or property, liabilities and/or expenses related in any way to participation in the Soccer Activities by the above-named participant(s) or to any other use of the District's facilities, including, but not limited to, the soccer fields and parking lots. I hereby acknowledge that the participant(s) named above is/are physically fit and mentally capable of participating in all Soccer Activities and understand the risk of soccer use, and I have consulted a doctor or was capable of consulting a doctor to confirm such fitness.

I hereby acknowledge the risk inherent in participating in the sport of soccer and assume the risks associated therewith including, but not limited to, negligent operations, negligent security, travel and recreation operations and activities. I understand that: (a) athletic activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by the another member of the Soccer Program(s), and/or my own actions or inactions, the actions or inactions of others participating in the Soccer Program, the condition in which the Soccer Program takes place, or the negligence of others; (c) there may be other risks and social and economic losses either not known, or not readily foreseeable at this time; and that I accept and assume all risks and all responsibility for losses, costs, and damages I may incur as a result of participation in the activity.

I hereby give my permission for any individual affiliated with the above-named organization, or the District, to seek and give appropriate medical attention to the above-named participant(s) in the event of an accident, injury or illness. I, the undersigned, will be responsible for any and all costs of medical attention and/or treatment.

SIXTH ORDER OF BUSINESS

A.

# RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT Resident Clubs - Guidance Document

Greetings! The Rivers Edge Community Development District ("*District*") is proud to make available Resident Clubs. This memo will explain the benefits each can offer you. Please contact the General Manager's Office with any questions.

<u>PURPOSE</u>: The District will be facilitating Resident Clubs, as further described below, to expand the activities available to residents and paid users of the District, and to support and promote resident-resident-sponsored and organized RiverTown community groups and activities.

<u>RESIDENT CLUB</u>: <u>Resident Clubs are </u><u>Rr</u>estricted to District residents and paid annual users only (together, "*Resident(s)*", -which shall have the same meaning as the term "Patron(s)" as defined in the District's Policies Regarding District Amenity Facilities (the "*District's Policies*")). Resident Clubs may have the opportunity to meet in the District's facilities, when available and as described herein.

The District is pleased to offer the use of its resources to assist District Residents in getting to know each other and the RiverTown Community. The District's role is to:

- 1. Facilitate the promotion of the Club through emails and the District website, as time allows and as the District deems appropriate.
- 2. Receive Resident requests to form Clubs as provided herein.
- 3. Verify the person requesting to join the Club is a Resident when requested by a Resident Club Leader.
- 4. The District may provide limited meeting or activity space, when available, in a manner consistent with the District's Policies and this form.
- 5. Provide required paperwork for formation of the Resident Club and present the request to the Rivers Edge CDD Board of Supervisors. <u>The Board reserves the right to deny</u> <u>Club requests in its discretion.</u>

# HOW DO I START A CLUB?:

As a Resident Club Leader, you may:

- 1. Create a concept for a Club.
- 2. Apply to the District for use of the District's facilities, as provided for herein.
- 3. Find a location for the Club to meet.
- 4. Be responsible for Club activities and content for Club meetings.
- 5. Abide by the rules set forth by the District.
- 6. Report Club attendance to the District upon request.
- 7. Provide reasonable information on Clubs, including membership and activities, upon request by the District.

## WHAT RULES APPLY TO CLUBS:

- 1. All records and activities of all Clubs may be considered public records and may be subject to public disclosure upon request. This includes Club membership rolls.
- 2. ALL members of Resident Clubs must be <u>residents-Patrons</u> of the District, <u>as defined in</u> <u>the District's Policies Regarding District Amenity Facilities (River House)</u>. No exceptions.
- 3. Clubs must provide the District office a list of all members before using District resources to ensure compliance with District rules and must have executed aexecute the attached waiver of liability-attached hereto.
- 4. Clubs need at least two (preferably more) events, activities, or Club-meetings per year to remain an-"active"-club; as well as and must have at least two active Club-members in addition to the leader.
- 5. Club members need to appoint a co-leader and/or someone designed to take the primary leader's place or serve as next-in-line for decisions if the leader is unavailable or leaves the role. If this does not occur, the District has the right to discontinue listing and promoting the group as an official Club.
- 6. No person shall be compensated, in any manner, for their involvement or leadership of a Club or for any other reason without the express written permission of the General Manager, in writing. This includes clubs for fitness-related or sports-related activities.
- 7. Clubs must not use the names "Rivers Edge" or "RiverTown" or "Mattamy" or any variation thereof in published or advertised materials or any other manner without the express written permission of the District.
- 8. No fees shall be charged except for nominal amounts to cover incidental Club expenditures without the written permission from the General Manager.
- 9. Clubs must provide reasonable information, including membership and activities, upon request by the District.
- 10. All activities of the Club must be legal and in accordance with the District's Policies.
- 11. Note that the District does not endorse or express an opinion on any Club or any activities within or opinions expressed by a Club. No Club is considered an agent or arm of the District in anyway whatsoever. The sole purposes of recognizing Club<sup>2</sup>s is to allow for the orderly, efficient and safe use of District facilities.

<del>11.</del>

# CAN CLUBS USE DISTRICT AMENITIES AND MEETING SPACES?

Authorized Resident Clubs may use the District's facilities in accordance with the District's Policies and these forms. Facility use will be determined on a first come, first served basis. Already established Clubs and the Clubs with the highest attendance will be given priority for selection of meeting days and times.

I

# ALCOHOL POLICY FOR RESIDENT CLUBS

- 1. The Club must notify the CDD if it intends to serve or allow consumption of alcohol at its meetings and events.
- 2. Depending on the nature of the meeting or event, the District may require the Club to obtain special events insurance coverage, liquor liability insurance coverage, or other insurance coverage. If required, such insurance shall name the Rivers Edge Community Development District or the Rivers Edge II Community Development District, as applicable, and its staff, consultants, officers, and supervisors as additional insured parties. Standard insurance requirements, which may be modified buy the District from time to time in its discretion, are as follows:

	<u>BYOB</u> (Club Events)	<u>Served</u> (Club Events)	<u>Sold</u> (Club Events)
Permitted (Rivers Edge CDD Facilities)	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired
Permitted (Amphitheater)	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired
<u>Permitted</u> (Café)	No. All alcohol must be purchased through the River Club Café.	No. All alcohol must be purchased through the River Club Café.	No. Alcohol may only be sold/purchased through the River Club Café.
<u>Insurance</u>	Events with fewer than 10 guests: None Events with more than 10 guests: Homeowner's Insurance Rider/Endorsement providing special event coverage	<ul> <li><u>Event liability insurance:</u></li> <li><u>\$250,000 property</u> <u>damage:</u></li> <li><u>\$1,000,000 personal</u> <u>injury,</u></li> <li><u>Alcohol rider</u></li> <li><u>District named as</u> <u>additional insured</u></li> </ul>	<ul> <li>Event liability insurance:</li> <li>\$250,000 property damage;</li> <li>\$1,000,000 personal injury,</li> <li>Alcohol rider</li> <li>District named as additional insured</li> </ul>

- 3. Any consumption of alcoholic beverages at the CDD's facilities shall be in accordance with Florida law and this policy.
- 4. The Club shall be solely responsible for ensuring that alcohol is served and/or consumed in a safe and lawful manner, in compliance with all applicable laws, regulations, and policies.
- 5. Alcohol may be consumed on a "BYOB" basis at Club meetings, events, and activities taking place at the CDD's facilities only if the CDD has been notified of and has granted permission for such consumption.

- 6. Alcohol may only be sold or served by a person holding the proper licensure required by Florida law.
- 7. The CDD reserves the right to, in its discretion, request proof of insurance, licensure, and other safety precautions before allowing alcohol to be served or consumed at its facilities. The CDD also reserves the right to, in its discretion, deny or revoke permission for serving or consumption of alcohol for any reason whatsoever.

As adopted \_\_\_\_\_, 201<u>9</u>8

## RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT Resident Clubs – Application

Resident Clubs are an enhancement to the residents of the Rivers Edge Community Development District ("*District*"). Clubs at the District are designed to help residents and paid users (together, "*Resident(s)*", which shall have the same meaning as the term "Patron(s)" as defined in the District's Policies Regarding District Amenity Facilities (the "*District's Policies*")) to pursue common interests in hobby, recreational, social, service and cultural endeavors, while building community spirit and expanding horizons. Clubs should encourage their members to fully participate and enjoy the diverse programs and facilities within the District that make life here so enjoyable and rewarding. All Clubs are required to complete the following form in order to receive the benefits offered.

Starting a Club is a three-step process:

- A. Complete the form below and return it to the General Manager's Office, as noted below.
- B. The District will review the form for completeness and compliance and for availability of District facilities, if applicable.
- C. <u>If approved, the The</u> District will communicate <u>such either</u> approval or the reason for denial and next steps.

1.	Proposed Club name	(see rule #7):
----	--------------------	----------------

2.	Name of <u>C</u> elub leader/main contact:	
3.	Address of <u>C</u> elub leader/main contact:	
Pho	one Number (1):	Phone Number (2):
Em	ail address:	
4.	Is this a Resident Club as defined described a	oove? <u> </u>

 Please tell us about your club. For example, what kind of activities/functions does your club plan to host? (Please attach additional pages as necessary.)

6. When, including how often, will your Club meet? (Date/Time/Frequency)

<u>PRIVACY NOTICE:</u> Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

7.	Where do y	you anticipate y	our Club will want to meet?		
8.	The targete	ed audience for	the Club is:		
9.		& Crafts	ries are applicable to the Clu □ Community □ Recreation & Leisure	Culture	□ Education □ Other
10.	If a similar	club already ex	tists within the District, what	distinguishes your <u>C</u> elub? _	
11.	How will y	ou recruit mem	bers and encourage participa	tion in Club activities?	
12.	Will you b	e collecting due	s or managing any funds ass	ociated with Club activities?	
	□ Yes	□ No			
13.	Who will b	e responsible f	or the management and prote	ction of the Club's financial t	funds?
14.		-	l, in any form, for their invol related or sports <u>-</u> related acti	-	Club? This
	□ Yes	□ No			
15.	How will t	he Club and its	activities be promoted? (Plea	use list):	
16.	Do you cui	rrently have any	v proposed advertising and/or	logo? (If yes, please attach s	ample.)
	□ Yes	□ No			
PR	IVACY NOT	ICE: Under Florida	a's Public Records Law, Chapter 11	9, Florida Statutes, the information	vou submit on this fe

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

As adopted \_\_\_\_\_, 201<u>9</u>8

<del>6.</del>

17. Please list the contact information of at least one other District resident (Club member) who may be an alternate leader in your absence or departure.

Name:	
Address:	
Phone Number:	Email Address:
Name:	
Address:	
Phone Number:	Email Address:
Club must notify the District before serving	
BYOB: □ No □ Yes (on a regular b	pasis) □ Yes (at special events)
	plying to your Club, including the District's adopted
Amenity Policies, and hereby certify on beh Club will follow and abide by such rules and	alf of yourself and the members of the Club that the d Amenity Policies?
may become part of a public record. This means that, if a ci information you submit to us. Under certain circumstances	, Chapter 119, Florida Statutes, the information you submit on this form itizen makes a public records request, we may be required to disclose the s, we may only be required to disclose part of the information submitted exemption under Chapter 119, <i>Florida Statutes</i> , please notify the District
	CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS IE DISTRICT MANAGER.

For District Use Only:

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

### **Authority and Disclaimer**

The Rivers Edge Community Development District ("District") reserves the right to grant or reasonably deny a request for a Club. The Club Leader, as well as Club events, activities, programs, etc., should reflect the spirit and values of the District at all times and adhere to adopted District policies and rules. The District reserves the right to cancel a Club at any time, for reasons including but not limited to: inactivity by the leader and/or lack of participation by members, Club Leader(s) lack of standing with the District, unreasonable actions of the club leader, violation of policies or rules, action arising from member(s) concerns, etc. The District reserves the right, but not the obligation, in its sole and absolute discretion, to grant incentives for volunteerism or to Clubs - including financial support, material support, facility use privileges, either with or without charge, priority for facility use and administrative and technical support and will do so on an equitable and fair basis. All Clubs and their respective members are solely responsible for the financial management of funds, maintenance, repair and safe operation of the Club, the members and the equipment provided or otherwise obtained by the Club, as well as for the safety of members and others participating in Club activities or using the facilities. The District reserves the right, without further approval or compensation, to include Club activities, photographs of activities and members, etc., for marketing, promotional and educational purposes.

The Club, its leader and its members hereby agree to defend, indemnify and hold harmless the Rivers Edge Community Development the District and its respective officers, agents, employees and contractors, Mattamy Jacksonville LLC, its manager, Mattamy Florida LLC, its manager, Calben (Florida) Corporations, Vesta Property Services, and all related and affiliated companies, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities from any and all liability, claims, actions, suits or demands by any person, corporation, governmental body or other entity, including all principals, employees, agents and representatives of the club, for any claims, injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the Club's use of the District's facilities, services, funds or property whatsoever, including all of its members, guests and invitees, and including litigation or any appellate proceedings with respect thereto. The Club, its leader and its members, its guests and invitees agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or any other statute or law.

## The undersigned-does hereby agrees to these policies and acknowledges the disclaimer set forth above:

Name: \_\_\_\_\_\_ Address: \_\_\_\_\_ Print Name: Phone #: Please return application to: Rivers Edge Community Development District c/o James Perry, General District Manager PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager. NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092 (904) 940-5850

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

### FACILITY USE APPLICATION: AUTHORIZED CLUBS

Facility: Rivers Edge II CDD: 🛛 River Club Café (Monday, Wednesday, Thursday ONLY) 🗖 River Club Amphitheater

Name of Applicant:		
Name of Authorized Club:		
Resident's Street Address:		
Phone:	Email:	
Intended Use:		Estimated Attendance:

Is alcohol to be served/consumed? □ No □ Yes (Served/Sold) □ Yes (BYOB)

#### Requested Days/Dates/Times (4-hour max, inclusive of set-up and clean-up times)

Facility	Date	Start Time	End Time	CDD Approval (GM initials)

I agree to indemnify and hold harmless the Rivers Edge Community Development District and the Rivers Edge II Community Development District (together, the "Districts") and each of their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the Amenity Facilities or surrounding areas and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol. Nothing herein shall constitute or be construed as a waiver of the Districts' sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.

As stated in the Districts' policies governing the Amenity Facilities, **Disregard for any district rules or policies will result in expulsion** from the facility and/or loss of amenity privileges in accordance with the applicable termination policy.

I have read, understand, and agree to abide by all policies and rules of each District governing the Amenity Facilities. Failure to adhere to the applicable policies and rules may result in the suspension or termination of any privileges to use the Facilities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Rivers Edge Community Development District or the Rivers Edge II Community Development District, as applicable, and its agents, supervisors, officers, directors, employees, and staff as additional insured. Only RiverTown Patrons (as that term is defined in the District's Policies) may reserve a rental area at RiverTown, and payment for the reserved rental area, if any, must be made by the Patron who is making the reservation. That Patron reserving the rental area shall be considered the Responsible Party for the event, and must be present for the duration of the event for which the rental is made.

Signature of Applicant \_\_\_\_\_

Date

#### I have read and understand the following. Please initial by each line.

\_\_\_\_The stated time for the event includes set-up and clean-up time. Please schedule accordingly.

Reservations can be made at the General Manager's Office. Reservations will be on a first-come, first-served basis. Authorized Resident Clubs ("**Clubs**") may make reservations on a once-weekly basis for up to twelve (12) months. Reservations must be made by at least one person who will act as the Responsible Party. The Responsible Party must be present at the function during the entire period of the rental.

Reservations are available between the hours of 9:00 a.m. and 11:00 p.m., with the exception of New Years' Eve, New Years' Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day and Easter or if special arrangements have been approved by management.

Unless otherwise approved by the District, **Club events at District Facilities are open to Patrons only**, as that term is defined in the Districts' amenity policies, and are subject to all District rules and policies applicable to the Amenity Facilities. If non-Patrons are present at any Club event, additional insurance and/or waiver requirements may apply.

\_\_\_\_Additional fees may be assessed if the clean-up is incomplete or if the event is not kept within the identified times. Upon completion of the event, the Club must complete the clean-up checklist to the satisfaction of the District. Failure to do so may result in additional fees, disciplinary action under the applicable amenity policies, or revocation of the Club's reservation privileges.

Maximum capacities are as follows: RiverClub Café- 30, RiverClub Amphitheater- 100, River House- 100, Lawn- 100, Palm Court- 50 and Pool Cabana- 50.

Exclusive pool use does not come with a reservation. Use of the pool is non-exclusive, and the pool shall remain open to all Patrons and their guests during normal operating hours.

A private party attendant may be required for Club meetings, in the District's discretion. The primary responsibility of the attendant is to protect the facility and ensure all District guidelines are followed. An additional attendant may be required for events with over 50 guests, or for events at which alcohol is to be consumed, in the District's discretion. The Patron is to pay the additional fee at the time of reserving the area and is to include the time for setup and clean up. The staffing fee is \$20 per hour, per attendant.

\_\_\_\_Prior approval may be granted as an exception to the "No-Alcohol" policy. In order to receive an exception, the Patron must indicate that alcohol is to be served or consumed at the event on this form, complete the "Alcohol Requirements" section of this form, and provide proof of any required insurance.

No admission fees whatsoever shall be collected for an event at the District's Facilities unless it is first approved by the District.

Patron hereby agrees and recognizes that all documents and information of any kind submitted to the District may be public records and subject to public records requests under Chapter 119, *Florida Statutes*.

#### <u>ALCOHOL REQUIREMENTS (Complete if alcohol is to be served or consumed)</u> *I have read and understood the following (initial by each):*

I understand that I am solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and I agree to assume all liability for damages resulting from or arising in connection with the consumption or provision of alcohol on the District's property and thereafter. The District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and the District also reserves the right to call law enforcement to enforce the same.

If event liability insurance is required, Rivers Edge CDD or Rivers Edge II CDD, as applicable, is to be named on the policy as an additional insured party as follows:

[District Name] and its Supervisors, officers, directors, consultants and staff 475 West Town Place, Suite 114 St. Augustine, Florida 32092 I have reviewed the Alcohol Requirements chart below, and agree to comply with the requirements therein.

	BYOB (Club Events)	Served (Club Events)	Sold (Club Events)	
Permitted (Rivers Edge CDD Facilities)	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired	
Permitted (Amphitheater)	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired	
Permitted (Café)	No. All alcohol must be purchased through the River Club Café.	No. All alcohol must be purchased through the River Club Café.	No. Alcohol may only be sold/purchased through the River Club Café.	
Insurance	Events with fewer than 10 guests: None Events with more than 10 guests: Homeowner's Insurance Rider/Endorsement providing special event coverage	<ul> <li>Event liability insurance:</li> <li>\$250,000 property damage;</li> <li>\$1,000,000 personal injury,</li> <li>Alcohol rider</li> <li>District named as additional insured</li> </ul>	<ul> <li>Event liability insurance:</li> <li>\$250,000 property damage;</li> <li>\$1,000,000 personal injury,</li> <li>Alcohol rider</li> <li>District named as additional insured</li> </ul>	
Admission Fee Permitted	Admission fee permitted with District approval	Admission fee permitted with District approval	Admission fee permitted with District approval	

	<u>et Use Only</u> ables (Check when Complete)	Amount	Check No.	Receipt No.
	Private Party Room Attendant Fee (If applicable, Payable to Vesta Property Services)	\$		
	Event Liability Insurance <i>(if applicable)</i>	\$1,000,000 Personal Injury \$250,000 Property Damage Alcohol rider	(certificate required)	
	Homeowner's Insurance Rider <i>(if applicable)</i>			
	Completed and approved Club Application Form			
	Proof of licensed bartender/caterer <i>(if applicable)</i>			
<b>Appro</b> Admis	vals sion or other fee approved by CDD:	□ YES: \$		NO
Alcohol permitted:		□ YES (Served/Sold)	$\Box$ YES (BYOB) $\Box$	NO
District Approval:(Sign when all receivables are complete)			Date:	

\*Note to staff: If non-Patrons will be present at a Club event, please consult with the District Manager for additional insurance requirements. The insurance requirements herein may only be altered after receiving approval by the District Manager.

*B*.

### **RIVERS EDGE** COMMUNITY DEVELOPMENT DISTRICT

Policies Regarding District Amenity Facilities (River House),

A ...

Adopted:

, 2019

Style Definition: Normal Style Definition: Level 1 Style Definition: Level 2 Style Definition: Level 3 Style Definition: Level 4 Style Definition: Level 5 Style Definition: Level 6 Style Definition: Level 7 Style Definition: Level 8 Style Definition: Level 9 Style Definition: Balloon Text Style Definition: Header Style Definition: Footer Style Definition: Normal (Web) Style Definition: western Style Definition: Comment Text Formatted: Font: Times New Roman Formatted: Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers Formatted: Section start: New page Formatted: Font: Times New Roman, Small caps Formatted: Font: Times New Roman Formatted: Font: Times New Roman, Bold Formatted: Font: Times New Roman

**Formatted:** Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

### **USER FEE STRUCTURE**

(1)	The annual user fee for persons not owning property within the <u>Rivers Edge Community</u> <u>Development District ("District") District or the Rivers Edge II Community Development</u> District is \$4000.00.		Formatted: Indent: Left: 0", Hanging: 0.56", Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers Formatted: Font: Times New Roman
(2)	Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee paying family. There is a \$25.00 charge to replace lost or stolen cards.		Formatted: Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers
			Formatted: Font: Times New Roman
(3)	Each household (not each member of the household, but each family) will be allocated twenty-four (24) complimentary guest uses on an annual calendar basis. Additional guest		
	uses may be purchased at the rate of \$50 per ten (10twelve (12) uses.	/	Formatted: Font: Times New Roman
(4)	All Guests must be accompanied by a Patron (as defined below) at all times.		
	DEFINITIONS		Formatted: Font: Times New Roman
restro athlet	enity Center" or "Amenity Facility" is defined as the amenity building (offices, River House, oms, lawn and fitness center), Pool Area (as defined below), tennis facility, playgrounds, ic fields (as defined below), parking lots, open space and other appurtenances or related vements, all located within the Rivers Edge Community Development District.		
center	enity Center Staff" shall mean the persons responsible for daily operation of the amenity r, including the Amenity Manager, lifeguards, facility attendants, maintenance personnel or any ct employee.		
	enity Manager" shall mean the individual responsible for oversight of the Amenity Center and ity Center Staff.		
"Fitr	ness Center" is defined as the weight room and group fitness room.		
	rd" shall be defined as the Rivers Edge Community Development District Board of visors.		
"Dist	rict" shall be defined as the Rivers Edge Community Development District.		
	rict Operations Manager" shall mean a representative of the District's management company erves as a point of contact between the District and Amenity Center Staff.		
	rict Property" shall mean all property owned by the District including, but not limited to, the ity Center, common areas, parking lots and ponds.		
	on" shall be defined as persons or entities who own real property within the District or within		
	ivers Edge II Community Development District and those persons or entities who do not own within the District or Rivers Edge II Community Development District but who have paid the		Formatted: Font: Times New Roman Formatted: Font: Times New Roman
	l user fee.		
	<b>ground" or "Playgrounds"</b> shall include the playgrounds at the amenity building and on all non district grounds The Policies apply to all facilities.		

"Policies" shall mean these Policies Regarding the District Amenity Facilities.

Except where otherwise specified, the terms "**Pool**" and "**Swimming Pool**" shall mean the lap pool and the Recreation Pool. "**Pool Area**" shall mean all of the above, plus any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the pools.

#### **GENERAL PROVISIONS**

- (1) Patrons must present their access cards upon entering the Amenity Center.
- (2) Unless provided elsewhere, children thirteen (13) years of age and younger must be accompanied by an adult eighteen (18) years of age or older.
- (3) The Amenity Center's hours of operation will be established and published by the District, which hours of operation may fluctuate based on the season, time of year and other circumstances.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facility's premises, except at pre-approved special events, subject to the Amenity Facility Rental Policies below.
- (5) Dogs or other pets (with the exception of service animals) are not permitted in the Amenity Center. Where dogs are permitted on the grounds, they must be leashed.
- (6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Vehicles may not be left in the parking lot overnight without approval from the Amenity Manager.
- (7) Fireworks of any kind are not permitted anywhere in the Amenity Center or adjacent areas.
- (8) No Patron, visitor or guest is allowed in the service areas of the facility.
- (9) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will make its best attempts at notifying the Patrons of any changes. However, it is incumbent upon Patrons to seek clarification for Policies applicable to the Amenity Facility.
- (10) The Board of Supervisors and Amenity Center Staff has full authority to enforce these Policies.
- (11) Facility Access Cards will be issued to Patrons at the time their membership commences. All Patrons must have on their person Facility Access Card for entrance to the Amenity Center. All lost or stolen swipe cards should be reported immediately to the Amenity Manager. There will be a \$25.00 replacement card fee.
- (12) Smoking is not permitted anywhere in the Amenity Center.
- (13) Disregard for any Amenity Center rules or policies will result in expulsion from the facility

and/or loss of Amenity Center privileges in accordance with the termination policy.

- (14) Glass and other breakable items are not permitted at the Amenity Center.
- (15) Patrons and their guests shall treat Amenity Center Staff with courtesy and respect.
- (16) Skateboarding is not permitted at the Amenity Center, including all parking lots, and sidewalks encompassing the Amenity Center.
- (17) Bicycles, skateboards, roller blades, scooters and golf carts are not permitted in or around the Amenity Center. All bicycles must be placed at a bike rack.
- (18) No open flames are permitted in any indoor space with the exception of Sterno-type heaters used to warm food during private events.
- (19) No items may be brought to the Amenity Center that, in the discretion of Amenity Center Staff, could cause injury, death or damage to property.

#### **GENERAL SWIMMING POOL POLICIES**

- (1) All Patrons and guests must sign in upon entry of the Pool Area. At any given time, an adult Patron, may accompany up to five (5) guests per household at the Pool Area.
- (2) Children thirteen (13) years of age and younger must be accompanied by an adult at least eighteen (18) years of age in the Pool Area.
- (3) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an "offensive volume" is in the sole discretion of Amenity Center Staff. Electrical equipment is not allowed around the pool facility.
- (4) Showers are required before entering the Pool Area.
- (5) Glass and other breakable items are not permitted in the Pool Area.
- (6) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (7) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Center or scheduled events.
- (8) Pets (other than "Seeing Eye Dogs"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the Pool Area or inside the pool gates at any time.
- (9) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving is prohibited.
- (10) -The -District -reserves -the -right -to -authorize -all -programs -and -activities, -including

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the number of guest participants, equipment -and supplies usage, etc., conducted- at the pool, including swim lessons, aquatic/recreational programs and pool parties.

- (11) Any person swimming when the Swimming Pool is closed may, in the sole discretion of the Board, be suspended from using the <u>facility.Amenity Facility</u>. Swimming pool hours will be posted. The Swimming Pools will be closed on Mondays (except for Memorial Day, Labor Day and, when applicable, July 4<sup>th</sup>)
- (12)\_ Proper swim attire must be worn in the Pool Area. Cut-offs and thong bathing suits are not allowed.
- (13) Food and drink are not allowed within six (6) feet of the Swimming Pool.
- (14) No chewing gum is permitted in the Pool Area.
- (15) Alcoholic beverages are not permitted in the pool area.
- (16) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (17) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (18) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool is liable for any costs incurred in treating and reopening the Swimming Pool.
- (19) Radio controlled water craft are not allowed in the Swimming Pool.
- (20) Swimming Pool entrances must be kept clear at all times.
- (21) Smoking is not permitted around the pool area.
- (22) No swinging on ladders, fences, or railings is allowed.
- (23) Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
- (24) Loud, profane, or abusive language is prohibited.
- (25) Use of the slide is solely at your own risk.
- (26) Children less than forty (40) inches tall are not permitted to ride the slide.
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- (27) Only one person may ride the slide at a time. No shorts with snaps or rivets will be allowed on the slide.
- (28) Keep arms and hands inside the slide at times.
- (29) No flotation devices are allowed on the slide.
- (30) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.
- (31) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.
- (32) Coolers are prohibited in the Pool Area.
- (33) On a case-by case basis, lifeguards, the Amenity Center Manager or attendants will determine if and when balls designed for water-play will be permitted in the pools. Tennis balls, beach balls larger than 8", basketballs, Nerf Balls, soccer balls, or any other type of hard non-water sports balls are not permitted. Play equipment, such as snorkels and dive sticks, must meet with the lifeguard's approval prior to use. Masks and goggles must have shatter-proof polycarbonate lenses. Only the following inflatable or floating devices are permitted: 1) infant water floats with seats; 2) arm floats; and 3) pool noodles. For numbers one and two, parents/guardians must remain within arm's length of children under their care. No other inflatable rafts, tubes, or floats are permitted. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (34) -Following Florida Department of Heath Rule #64E-9.008 for public pools without permitted outdoor lighting, the pools and pool areas will close one half-hour before sunset and may open one half-hour after sunrise. Pool closing times will be posted at the amenity center office. Pool availability may be rotated in order to facilitate maintenance-of the; this usually requires the pool being closed for one (1) full day. This day will be every Monday except for Holidays when the pool will be open<del>7</del><del>7</del><del>7</del><del>1</del>, in which case</del> the pool will then be closed on Tuesday. Depending upon usage the pool may require being closed various periods of time to facilitate maintenance and keep it up to health code.

**THUNDERSTORM POLICY** 

**THUNDERSTORM POLICY** 

The lifeguards or Amenity Facility Staff isare in control of the operation of the Pool Area during thunderstorms and heavy rain. The lifeguards or Amenity Facility Staff will control whether swimming is permitted or not during the times the Swimming Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the District shall follow the "Thirty-Minute Rule": The Pool and Pool Deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until 30 (thirty (30) minutes hashave elapsed from the last sighting of lightning or sound of thunder.

#### **POOL CONTAMINATION POLICY**

#### **POOL CONTAMINATION POLICY**

- (1) If contamination occurs, the pool will immediately be closed.
- (2) Children under three years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper
- (3) In accordance with the CDC and Florida Department of Health, if a child has experienced three or more loose bowel movements within a twenty-four hour period they should not return to the pool for the subsequent twenty-four hours.
- (4) No one shall pollute the pool; the Patron responsible for anyone who does pollute the pool can be held liable for any costs incurred in treating and reopening the pool.

#### FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) Hours: Use of the Fitness Center is permitted only during the posted hours. Any Patron using the Fitness Center outside of the posted hours will be responsible for reimbursing the District for any fees or charges incurred in responding to the Fitness Center security alarm.
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- (2) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager
- (3) Eligible Users: Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may use the Fitness Center only when accompanied by an adult. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron aged eighteen (18) or older.
- (4) Proper Attire: Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in nonbreakable containers with screw top or sealed lids.
- (6) General Policies:
  - Each individual is responsible for wiping off fitness equipment after use.
  - Use of personal trainers is not permitted in the Fitness Center.
  - Hand chalk is not permitted to be used in the Fitness Center.
  - Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
  - No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
  - Weights or other fitness equipment may not be removed from the Fitness Center.
  - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
  - Please return weights to their proper location after use.
  - Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
  - Any fitness program operated established and run by the District may have priority over other users of the Fitness Center.

#### **TENNIS FACILITY POLICIES**

All Patrons and guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Tennis Facility equipment may result in the suspension or termination of Tennis Facility privileges. Guests may use the Tennis Facility if accompanied by a Patron.

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Please note that the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

- (1) Eligible Users. Patrons and guests thirteen (13) years of age and younger must be accompanied by an adult eighteen (18) years of age or older.
- (2) Hours: The Tennis Facility is available for use by Patrons from 9a.m. until 10 p.m.
- (3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager.
- (4) *Proper Attire:* Proper tennis shoes and attire is required at all times while on the courts. Shirts must be worn. Bathing suits are not permitted.
- (5) The tennis courts are available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one (1) tennis court only when others are waiting.
- (6) General Policies:
  - Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
  - Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
  - The Tennis Facility is the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
  - Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis courts.
  - No chairs other than those provided by the District are permitted on the tennis courts.
  - Lights at the Tennis Facility must be turned off after use, and in no event shall the lights remain on after 10:00 p.m.

#### **PLAYGROUND POLICIES**

Please note that the Playgrounds are unattended facilities and persons using the facilities do so at their own risk.

- The Playgrounds shall be available for use from dawn to dusk.
- For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager.
- For the protection of equipment designed for the use by small children, patrons eleven (11) years of age or older are not permitted to play on the equipment.
- No roughhousing on the playground.
- Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the Playgrounds.
- The use of profanity or disruptive behavior is prohibited.

#### **BARBECUE GRILL POLICIES**

- (1) Use of the Barbecue Grill is limited to Patrons, their guests and their family members.
- (2) Except during District-sponsored events, the Barbecue Grill may only be used when the Amenity Facility is attended by Amenity Facility Staff.
- (3) Use of the Barbecue Grill is on a first come, first serve basis.
- (4) No persons under the age of eighteen (18) may operate the Barbecue Grill at any time.
- (5) Glass and other breakable items are not permitted around the Barbecue Grill.
- (6) Alcoholic beverages are not permitted around the Barbecue Grill.
- (7) Patrons must thoroughly clean the Barbecue Grill after each use. Patrons must remove all charcoal, food remnants and cooking implements.
- (8) Patrons must provide their own cooking implements.
- (9) Patrons must notify Amenity Facility Staff when they have finished using the Barbecue Grill. Staff will ensure that the Barbecue Grill has been properly cleaned

#### LAWN POLICIES

For purposes of these policies, the "Lawn" shall mean that area generally located between the River House and the guard house. Please note that the Lawn is an unattended area and persons using the Lawn do so at their own risk.

- (1) <u>The Lawn shall be available for use from dawn to dusk.</u>
- (2) For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager.

(3) No roughhousing, profanity, or disruptive behavior.

(4) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the Lawn.

#### FACILITY RENTAL POLICIES

Patrons may reserve portions of the Amenity Center for a "Private Event," defined as any event not open to the general public. (Events which are open to the general public are not subject to these Facility Rental Rates.) Reservations may not be made more than three (3) months prior to the event. Please note that the Amenity Center is unavailable for Private Events on the following holidays:

Easter Sunday	Memorial Day
4 <sup>th</sup> of July	Labor Day
Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve
New Year's Day	

- (1) Available Facilities: The following areas of the Amenity Center are available for Private Event rental for up to four (4six (6) total hours (including set-up and post-event clean up):
  - River House (inside only) \$75
  - Palm Court and Cabana (adjacent to the River House) -\$50
  - Lawn \$50
  - Soccer Field \$50
  - Pool Cabana (available only when Amenity Center Staff is on duty) \$50-
  - Group Fitness Room- -\$50

The Pool Area and the Barbeque Grill are not available for Private Event rental and shall remain open to all Patrons and their guests during normal operating hours.

Patrons and <u>guestsGuests</u> attending a Private Event in the River House may not use the Pool Area during the event. After the event is concluded, the guest limitations as set forth in the General Swimming Pool Policies shall apply.

The Patron renting any portion of the Amenity Center shall be responsible for any and all damage and expenses arising from the event.

(2) Reservations: Patrons interested in reserving a room must submit to the Amenity Manager a completed Facility Use Application. At the time of approval and where applicable, two
 (2) checks or money orders (no cash) made out to the *Rivers Edge CDD* should be

submitted to the Amenity Manager in order to reserve the room. One-(1) check should be in the amount of the room rental fee and the other check should be in the amount of Five Hundred Dollars (\$500) as a deposit.

The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The full deposit will be returned upon acceptable completion of all the terms identified and agreed upon in the rental agreement.

#### (3) Staffing:

A private party room attendant is required to be present during the full length of all private events in the River House. The primary responsibility of the staff member is to protect the facility and ensure all District guidelines are followed. The Patron is to pay the additional fee at the time of reserving the area and is to include the time for setup and clean up. The staffing fee is as set forth inshall be payable to the District's adopted rate schedule, which rangesAmenity Manager, and shall range from \$25-20 to \$40/per\_hour, per attendant.

#### (4) Deposit:

<u>A deposit of \$500 is required for all rentals.</u> Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated in writing on the Facility Use Application<sub> $\tau_x$ </sub> and only upon satisfactory completion of the Clean-Up Checklist, which shall be available from the Amenity Manager. Photo identification shall be required for the return of deposit checks.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the Patron. The Amenity Facility Manager shall determine the amount of deposit to return, if any.

#### (5) General Policies:

- <u>a</u>) The Patron making the reservation must be present during the duration of the event.
   <u>b</u>) The Patron and all guests are required to adhere to all Amenity Center rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit
- <u>•C</u> Rooms may be rented after normal operating hours; parties shall end no later than 11:00 p.m. unless a later time is approved in advance by the Amenity Manager. All parties are to be set up and clean up within the <u>four-six-</u>hour time period.
- <u>•d)</u> No decorations may be affixed to the walls, doors or any fixtures.
- •<u>e)</u> Patrons are responsible for ensuring that their guests adhere to these Policies.

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- <u>•f)</u> The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- <u>ag</u> No glass, breakable items or alcohol are permitted in or around the pool deck area.
   <u>b</u> Event Liability coverage may be required on a case-by-case basis in the sole
  - discretion of the Board of Supervisors.
- *i)* The District reserves the right to establish alternate policies to apply to approved <u>Resident Clubs.</u>

#### ALCOHOL POLICY

- •<u>(1)</u> NO ALCOHOLIC BEVERAGES are permitted anywhere in the Amenity Center except as permitted by the District-Board of Supervisors.
- •(2) Patrons intending to serve alcohol <u>or permit alcohol on a "bring your own</u> <u>beverage" ("BYOB") basis</u> at a rented facility must so indicate on the Facility Use Application<u>and provide proof of all required insurance</u>. Any Patron who does not indicate at the time the application is submitted shall not be permitted to <u>servehave</u> alcohol<u>at the event</u>.
- Event Liability insurance coverage in the following amounts will be required for all events that are approved to serve alcoholic beverages, which events MUST BE PRE APPROVED IN WRITING BY THE DISTRICT:
  - Property Damage in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).
  - Personal Injury in the amount of One Million Dollars (\$1,000,000).
- (3) Alcohol rider. Patrons intending to serve, sell, or allow BYOB alcohol at a rented facility shall comply with the following insurance requirements, except as waived or modified by the District in writing:

	BYOB	Served/sold
Permitted	Yes	Yes, but only if a licensed bartender/caterer is hired
<u>Insurance</u>	Homeowner's Insurance Rider/Endorsement providing special event coverage	Event liability insurance: • \$250,000 property damage; • \$1,000,000 personal injury, • Alcohol rider • The District and its Supervisors, officers, directors, consultants and staff are to be named as additional insured parties.

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- (4) The Patron renting any portion of the Amenity Facility shall be solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and shall assume all liability for damages resulting from or arising in connection with the consumption or service of alcohol on the District's property.
  - The District, its supervisors, officers, staff, and agents are to be named on these policies as additional insurers.
- (5) Patrons serving or permitting BYOB alcohol at an event shall agree to indemnify and hold harmless the District, Amenity Services Group and each of their and its Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death, or property damage of any nature, arising out of, or in connection with, the service or consumption of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.
- (6) If alcohol is to be served or sold, the Patron must hire a bartender/caterer that is licensed to serve/sell alcohol, and must provide proof of this to the District prior to the event.
- (7) Notwithstanding anything to the contrary herein, the District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and further reserves the right to call law enforcement to enforce the same.
- BEING IN THE POSESSION OF ALCOHOL WITHOUT APPROVAL WILL RESULT IN THE IMMEDIATE REMOVAL OF THE PATRON(S) AND (WHEN APPLICABLE) TERMINATION OF THE EVENT AND FORFEITURE OF THE DEPOSIT.
- (8)

#### LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the Amenity Center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss of damage to any private property used or stored on the premises of the Amenity Center, whether in lockers or elsewhere. Use is at the Patrons own risk.

\_\_\_\_\_No person shall remove from the room in which it is placed or from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Center Patrons shall be liable for any property damage and/or personal injury at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests, invitees or any

family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest, invitee or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District or its contractors or Patrons, either on or off the Amenity Center's premises, shall do so at his or her own risk, and shall defend and hold the Amenity Center, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the District its respective Supervisors, employees, representatives, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest, invitee or family member of such Patron.

\_\_\_\_\_Should any party bound by these District Policies bring suit against the District or its affiliates, Amenity Center operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or its contractors or its Patrons or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, its contractors or its Patrons and fail to obtain judgment therein against the District or its Amenity Center operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit '\_\_(including court costs and attorney's fees through all appellate proceedings).

#### SUSPENSION AND TERMINATION OF PRIVILEGES

—(1) Privileges at the Amenity Center can be subject to suspension or termination by the Board of Supervisors if a Patron:

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1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District ("Amenities" or "Amenity").

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and General Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- <u>Amenities:</u>
- <u>-b.</u> Permits the unauthorized use of a pass an Access Card;
- •c. Exhibits unsatisfactory behavior, deportment or appearance-
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- <u>Fails to abide by the Rules and Policies established for the use of any District rules</u> <u>or policies (e.g., Amenity Center-Rules);</u>
- <u>•f.</u> Treats the <u>personnel or employees of the facilities</u> <u>District's supervisors</u>, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner.;
- g. Damages or destroys District property;
- <u>h.</u> Engages in conduct that is improper or likely to endanger the <u>welfarehealth</u>, safety, or <u>reputationwelfare</u> of the <u>Amenity CenterDistrict</u>, or its <u>supervisors</u>, <u>staff</u>, <u>amenities</u> <u>management</u>, <u>contractors</u>, or <u>other</u> <u>representatives</u>, or <u>other</u> <u>residents</u> or <u>Guests</u>; or

(2) The District shall follow the following process for suspending or terminating the Amenity Center privileges of a Patron or a Patron's family member or guest:

. Commits or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe endangers District residents, staff and/or Guests.

4. Authority of District Manager and General Manager. The District Manager, General Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District's best interests to do so. The District Manager, General Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors. Formatted: Section start: New page, Header distance from edge: 0.5", Footer distance from edge: 0.5"

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#### 5. Process for Termination or Suspension of Amenity Privileges.

#### a. Offenses:

- a.<u>i</u> First Offense: Verbal warning by Amenity <u>Center Staffstaff</u> and <u>Suspensionsuspension</u> from the <u>Amenity Center Amenities</u> for <u>up to</u> <u>one week from the remaindercommencement</u> of the <u>day on which the</u> <u>violation occurssuspension</u>. Violation is recorded by <u>Amenity <del>Center</del> Staffstaff</u>, signed by <u>Patron, the individual offender(s)</u>, and held on file at the Amenity-<u>Center office</u>.
- b-<u>ii</u> Second Offense: Automatic suspension of all Amenity <u>Center</u> privileges for <u>one (1) weekup to thirty days</u> from the commencement of the suspension, with the preparation by Amenity <u>Center Staffstaff</u> of a written report to be signed by the <u>Patronoffender(s)</u> and filed <u>inat</u> the Amenity-<u>Center office</u>.
- e.<u>iii</u> Third Offense: Suspension of all Amenity <u>Center</u> privileges for up to <u>one year. Such suspension shall run</u> to the next regular meeting of the Board of Supervisors.- At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the <u>Patron'soffender(s)</u> privileges for one (1)-calendar year. The length of the suspension is in the discretion of the Board and may be for <u>more or</u> less than one year..., <u>depending on the</u> <u>nature of the violation</u>.
- b. (3) Each offense shall expire one (1) year after such offense was committed, at which timeexcept in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for the Patron or Patron's family member or guestsuch offender(s) shall be reduced by one (1)... For example, if a Patron commits a first offense is committed on February 1 and a second offense on August 1, the Patronthere will havebe two-(2) offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. -The provisions of this Paragraph 3-shall not at any time serve to reduce any suspensions or terminations pursuant to Paragraph 2.c., above or Paragraph 4, below, which may have been imposed prior to the expiration of any offenses.

(4) Notwithstanding the foregoing, any time a Patron, or Patron's family member or guest, user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity-Center, or violates these Policies in a manner that, in the discretion of the Amenity Center StaffDistrict Manager or General Manager upon consultation with one (1) Board member, justifies suspension beyond the guidelines set forth above,

such Patronoffender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. –At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the Patron'soffender(s) privileges, which suspension or termination may include members of the Patron'soffender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

c. (5) Any suspension or termination of Amenity Center privileges may be appealed to the Board of Supervisors for reversal or reduction. –The Board's decision on appeal shall be final.

6. Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

#### FACILITY USE APPLICATION: RIVER HOUSE

Facility: □River House-Inside Only (\$75) □Palm Court (\$50) □Lawn (\$50) □Pool Cabana (\$50)

Group Fitness	Room (\$50) □Soccer Field	d (\$50)	
Name of Applicant:			
Street Address:			
Home Phone:		Cell Phone:	
Email:		Intended Use:	
Estimated Attendance:	Date of Event:	Time (6-hour max):	(Includes set-up and clean-up time)

Is alcohol to be served/consumed? □ No □ Yes (Served/Sold) □ Yes (BYOB)

I agree to indemnify and hold harmless the Rivers Edge Community Development District and the Rivers Edge II Community Development District (together, the "Districts") and each of their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the Amenity Facilities or surrounding areas and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol. Nothing herein shall constitute or be construed as a waiver of the Districts' sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.

As stated in the Rivers Edge Community Development District's Polices Regarding District Amenity Facilities, "Disregard for any Amenity Center rules or policies will result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the termination policy."

I have read, understand, and agree to abide by all policies and rules of each District governing the Amenity Facilities. Failure to adhere to the applicable policies and rules may result in the suspension or termination of any privileges to use the Facilities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Rivers Edge Community Development District and its agents, supervisors, officers, directors, employees, and staff as additional insured. Only RiverTown Patrons (as that term is defined in the District's Policies) may reserve a rental area at RiverTown, and payment for the reserved rental area must be made by the Patron who is making the reservation. That Patron must be present at the event for which the rental is made.

Signature of Applicant:

Date:

#### I have read and understand the following. Please initial by each line.

The six (6) hour maximum time limit includes set-up and clean-up time. Please schedule accordingly. Exceeding 6 hours could result in the forfeiture of a portion of your deposit

The six (6) hour maximum time limit applies to all guests in attendance. Once the party is complete, all guests are expected to exit. Standard guest policy applies (limit of 4 guests per day) outside of the scheduled reservation.

There is a 48-hour cancellation policy. If the amenity center staff is not notified of cancellation within 48 hours of the scheduled event, the full rental fee will be charged. The deposit check will be returned to the party or shredded.

A deposit of \$500 is required for all rentals, and must be paid via a separate check. The deposit check may be picked up only after the post-party checklist is completed, otherwise it will be shredded within 72 hours.

Additional fees may be assessed if the clean-up is incomplete or if the event is not kept within the identified times.

Maximum capacities are as follows: River House- 100, Lawn- 100, Palm Court- 50, Pool Cabana- 50, Soccer Field - 100.

Pool use is permitted only with a pool cabana rental. Use of the pool is non-exclusive, and the pool shall remain open to all Patrons and their guests during normal operating hours.

Pool Cabana grills are for renters only at all times. When the Pool Cabana is rented, only the Patrons renting may use the grills.

A private party attendant is required during the full length of all private events at the River House. The primary responsibility of the attendant is to protect the facility and ensure all District guidelines are followed. An additional attendant may be required for events with over 50 guests, or for events at which alcohol is to be consumed, in the District's discretion. The Patron is to pay the additional fee at the time of reserving the area and is to include the time for setup and clean up. The staffing fee is \$20 per hour, per attendant.

Prior approval may be granted as an exception to the "No-Alcohol" policy. In order to receive an exception, the Patron must indicate that alcohol is to be served or consumed at the event on this form, complete the "Alcohol Requirements" section of this form, and provide proof of all required insurance.

No admission fees whatsoever shall be collected for an event at the District's Amenity Facilities unless it is first approved by the District.

\_\_\_\_\_ The District may require event liability insurance, even if alcohol is not present at the event, in the District's discretion.

Patron hereby agrees and recognizes that all documents and information of any kind submitted to the District may be public records and subject to public records requests under Chapter 119, *Florida Statutes*.

### ALCOHOL REQUIREMENTS (Complete if alcohol is to be served, sold, or consumed)

I have read and understood the following (initial by each):

I understand that I am solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and I agree to assume all liability for damages resulting from or arising in connection with the consumption or provision of alcohol on the District's property and thereafter.

The District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately, and the District also reserves the right to call law enforcement to enforce the same.

\_\_\_\_\_ If event liability insurance is required, the District is to be named on the policy as an additional insured party as follows:

Rivers Edge CDD and its Supervisors, officers, directors, consultants and staff 475 West Town Place, Suite 114 St. Augustine, Florida 32092

I have reviewed the alcohol insurance requirements chart below, and agree to comply with the insurance requirements therein. I acknowledge that the District may require different or additional insurance coverage in its discretion, based on the nature of the event.

	ВУОВ	Served	Sold
	(Rental Events)	(Rental Events)	(Rental Events)
Permitted	Yes	Yes, but only if a licensed	Yes, but only if a licensed
		bartender/caterer is hired	bartender/caterer is hired
Insurance	Homeowner's Insurance	Event liability insurance:	Event liability insurance:
	Rider/Endorsement providing special event coverage	<ul> <li>\$250,000 property damage;</li> <li>\$1,000,000 personal injury,</li> <li>Alcohol rider</li> <li>District named as additional insured</li> </ul>	
Admission Fee	Admission fee permitted with	Admission fee permitted with	Admission fee permitted with
Permitted	District approval	District approval	District approval

District Use Only				
Kecen	vables (Check when Complete)			
		Amount	Check No.	Receipt No.
	Rental Fee (Payable to Rivers Edge CDD)	\$		
	Deposit Amount (Payable to Rivers Edge CDD)	\$500		
	Private Party Room Attendant Fee (\$20/hour Payable to Vesta Property Services)	\$		
	Event Liability Insurance ( <i>if applicable</i> )	\$1,000,000 Personal Injury \$250,000 Property Damage Alcohol rider	(certificate required)	
	Homeowner's Insurance Rider/Endorsement ( <i>if applicable</i> )			
	Proof of licensed bartender/caterer <i>(if applicable)</i>			
Approvals				
Admis	sion or other fee approved by CDD:	□ YES: \$		] NO
Alcoh	bl permitted:	□ YES (Served/Sol	d) 🗆 YES (BYOB)	□ NO
Distric	t Approval:		Da	te:
(Sign 1	when all receivables are complete)			
*Note	to staff: the alcohol insurance require	ements herein may only be alte	red upon approval by t	he District Manager.

SEVENTH ORDER OF BUSINESS

# Hopping Green & Sams

Attorneys and Counselors

# **MEMORANDUM**

TO:	Rivers Edge Community Development District Board of Supervisors
FROM:	Jennifer Kilinski
RE:	Updated Provisions of the District's Rules of Procedure
DATE:	October 11, 2019

Please find attached to this memorandum an updated version of the Rivers Edge Community Development District's (the "District's") Rules of Procedure (the "Rules"). Several substantive revisions were made to maintain consistency between the Rules and the current Florida Statutes, including changes implemented in the most recent legislative session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting changes and edits are not discussed. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact me via e-mail at jenk@hgslaw.com or via phone at 850-222-7500.

# Costs Associated with Public Records Requests

Language was added to Rule 1.2(4) to reflect statutory language regarding calculation of special charges for responding to certain public records requests, and to state that the District is under no duty to produce requested records if the requestor has not paid the required costs or has outstanding charges. The language will help minimize expenses incurred by the District in responding to public records requests.

# Financial Disclosure Coordination

Rule 1.2(7) was added to maintain consistency with legislation that was passed during the 2019 legislative session. The rule designates the Secretary as the District's Financial Disclosure Coordinator (the "Coordinator") (unless the District designates otherwise by resolution) and requires the Coordinator to create, maintain, and update certain records and provide them to the Florida Commission on Ethics by certain deadlines. Each Supervisor or other Reporting Individual must notify the Coordinator in writing if there are changes to his or her name, e-mail address, or physical address, and must notify the Commission on Ethics of changes to his or her e-mail address.

# Agenda and Meeting Materials

Rule 1.3(3) was amended to reflect statutory requirements that the agenda and meeting materials available in an electronic format, excluding confidential and exempt information, shall be

made available to the public at least seven days before a meeting, hearing, or workshop. The amended rule also clarifies circumstances in which the agenda may be amended or additional materials added after initial posting. It additionally specifies which documents constitute "meeting materials." Documents that do not meet the definition of "meeting materials" may still be provided to the Board, but will be considered supplementary materials and are not required to be made available to the public before the meeting. Supplementary materials may include, but are not necessarily limited to, the following: financial statements, informational reports, and copies of receipts and invoices.

## Flexibility for Board Authorization

Language was added to Rule 1.3(11) to allow the Board to waive formal approval or disapproval procedures. This will allow the Board flexibility to use different procedures when necessary and will protect the validity of the Board's actions where there is a technical irregularity but the Board has otherwise made its decision clear.

## Security and Firesafety Board Discussions

Rule 1.3(14) was added to reflect the fact that portions of a meeting which would reveal a security or firesafety system plan or portion thereof made confidential and exempt by Florida law are exempt from Florida's statutory public meeting requirements. Including this rule will clarify the procedures the Board should use to ensure that confidential and exempt information is not made public.

#### Internal Controls to Prevent Fraud, Waste and Abuse

Rule 1.4 was added to reflect legislative changes enacted in the 2019 legislative session requiring special districts to establish and maintain internal controls to prevent fraud, waste, and abuse. Our office plans to work with the District Manager and auditor to develop the internal controls, which the Board will adopt in the same manner as it does policies.

## Notice of Competitive Solicitation

Rules 3.1(3) and 3.3(2)(c) have been amended to state that when a consultant has asked to be provided with notice of the District's competitive solicitations, the District Manager's failure to provide them with a copy of the notice will not give them bid protest rights or otherwise disqualify the District's otherwise valid procurement. This will reduce the District's exposure to potential bid protests and decrease the likelihood of a procurement being considered invalid due to a technical irregularity.

## Procedure Regarding Auditor Selection

Language has been added to the introductory paragraph to Rule 3.2 to clarify that the District need not use the procedures set out by the Rule for audits required under Chapter 190 of the Florida Statutes but which do not meet the thresholds of Chapter 218 of the Florida Statutes.

Additionally, the requirements for composition of the Auditor Selection Committee in Rule 3.2(2) have been amended to reflect legislation passed during the 2019 legislative session. Now, at

least one individual on the Committee must be a member of the Board; the Chairperson of the Committee must be a member of the Board; and an employee, chief executive officer, or chief financial officer of the District may not be a member of the Committee but may serve in an advisory capacity.

## Contract Periods

Rules 3.2(8)(d), 3.8(5), and 3.9(4) have been amended to set the maximum contract period for auditing services, the maximum renewal period for contracts for the purchase of goods, supplies, materials, and the maximum renewal period for contracts for maintenance services at five (5) years. This will provide greater specificity to guide contract terms.

## Suspension, Revocation, or Denial of Qualification

Rule 3.4(3) has been added to specify the procedures to be used if the District wishes to suspend, revoke, or deny a pre-qualified vendor's pre-qualified status. It specifies what constitutes good cause for such suspension, revocation, or denial; the effect of the suspension, revocation, or denial; hearing procedures the District must follow; and factors influencing the time period of the suspension, revocation, or denial.

# Protest Bonds

Rule 3.11(1)(c) has been amended to require that both the requirement for and the amount of the protest bond be disclosed in the competitive solicitation documents, and to allow the amount of the bond to be any amount within the limits imposed by Florida law.

# Minor Changes

The following minor changes have also been made to the Rules:

<u>Rule 1.1(1)</u>: This Rule has been amended to clarify requirements for Board members appointed or elected to elector seats.

<u>Rule 1.1(2)(c) and (d)</u>: These Rules have been amended to include the words "at least" before the required amounts of the Secretary's or Treasurer's fidelity bonds or employee theft insurance policies to accommodate the possibility of greater amounts.

<u>Rule 1.1(6)</u>: This Rule has been amended to include the Florida Constitution as a governing authority on voting conflicts of interest. This change reflects the recently passed Amendment 12 to the Florida Constitution.

<u>Rules 1.3(1)(d), (1)(e), and (1)(f)</u>: These Rules were amended to allow inclusion of language substantially similar to that recited in the Rules.

<u>Rule 1.3(6)</u>: This Rule was amended to require the chair or vice chair to consult with the District Manager and District Counsel, if they are available, before calling an emergency meeting.

<u>Rule 2.0(12)(d)</u>: This Rule has been amended to allow 90 days instead of 60 days for the Board to announce a decision on a petition for variance or waiver of its Rules.

<u>Rule 3.0(3)(b)</u>: The dollar thresholds in this Rule have been increased to \$2,000,000 for a study activity when the fee for such Professional Services to the District does not exceed the increased amount of \$200,000, to reflect the current statutory thresholds.

<u>Rules 3.1(4)(b), 3.6(2)(c)(ii)6., and 3.8(2)(k)</u>: The word "responsive" has been added to allow the Board to proceed with evaluating and selecting a proposal from the submissions if it receives fewer than three responsive proposals.

<u>Rule 3.2(3)(b)</u>: "Understanding of scope of work" has been removed from the list of required factors used to evaluate auditing proposals. The District may still include this as an evaluation criterion if it wishes, but it is not required to do so.

<u>Rule 3.2(7)(b)</u>: Language has been added to specify that if the Board does not select the highest-ranked qualified auditing firm, it must document in its records its reason for not doing so.

<u>Rules 3.5(2)(e) and 3.6(2)(c)(ii)3</u>.: "Reemployment assistance" has been added to the non-exclusive list of subjects of federal labor or employment laws of which violation may render a contractor ineligible to submit a bid, response, or proposal for a District project.

<u>Rule 3.11(6)</u>: Language was added specifying that the District may reject all qualifications, proposals, replies, or responses and start the competitive solicitation process anew if all of the bids, proposals, replies, and responses are too high.

### **RESOLUTION 2020-01**

# A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE AND **REVISED RATES, FEES AND CHARGES OF THE DISTRICT** AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Rivers Edge 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 St. Johns County, Florida; and

**WHEREAS,** the District's Board of Supervisors (the "Board") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

**WHEREAS**, the Board has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt Amended and Restated Rules of Procedure, which are set forth in Exhibit A attached hereto; and

WHEREAS, to provide for efficient and effective District operations, the Board of Supervisors finds that it is in the best interests of the District to adopt additional and updated rates, fees, and charges, which as proposed are set forth in Exhibit B, attached hereto.

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

**SECTION 1**. A Public Hearing will be held to adopt Amended and Restated Rules of Procedure and to adopt additional and updated rates, fees and charges of the District on December 18, 2019 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

**SECTION 2**. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

**PASSED AND ADOPTED** this 16th day of October, 2019.

ATTEST:

# **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Rules of Procedure

Exhibit B: Rates, fees and charges

# AMENDED AND RESTATED RULES OF PROCEDURE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

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# Rule 1.0 General.

- (1) The Rivers Edge Community Development District (the "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 (the "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.
- (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) <u>Board of Supervisors.</u> The Board of Supervisors of the District (the "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 <u>or appointed</u> by resident electors 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 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) <u>Officers.</u> 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 <u>at least</u> 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 <u>at least</u> 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) <u>Committees.</u> 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.
- (4) <u>Record Book.</u> 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) <u>Meetings.</u> 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 accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) <u>Voting Conflict of Interest.</u> 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 <u>the Florida Constitution and</u> 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, 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 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 1.2District Offices; Public Information and Inspection of Records; Policies;<br/>Service Contract Requirements; Financial Disclosure Coordination.

- (1) <u>District Offices.</u> 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 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) <u>Public Records.</u> District public records include 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) <u>Service Contracts.</u> 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.
- Fees; Copies. Copies of public records shall be made available to the requesting (4) 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  $8\frac{1}{2}$  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 anthe individual(s) who is/are qualified to perform the labor, taking into account the nature or 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 thethis 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) <u>Records Retention</u>. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) <u>Policies.</u> The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- Financial Disclosure Coordination. Unless specifically designated by Board (7)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 his or her 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 email address.

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

# **Rule 1.3 Public Meetings, Hearings, and Workshops.**

- Notice. Except in emergencies, or as otherwise required by statute or these Rules, (1)at least seven (7) days, but no more than thirty (30) 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 189.417015 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. 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 <u>or substantially similar</u> 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 forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) <u>288-9130940-5850</u>. 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 <u>or substantially similar</u> 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."
- (2) <u>Mistake.</u> 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 a notice and an agenda of the meeting/hearing/workshop. The notice and 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 seventy-two (72) hoursseven 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. 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, 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 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) <u>Minutes.</u> 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) <u>Special Requests.</u> 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, if it has one. 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) <u>Public Comment.</u> The Board shall set aside a reasonable amount of time 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) <u>Budget Hearing.</u> 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) <u>Public Hearings.</u> 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) <u>Participation by Teleconference/Videoconference.</u> 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.
- (11) <u>Board Authorization.</u> 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. <u>ApprovalUnless such procedure is waived by the Board</u>, <u>approval</u> 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, 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) <u>Continuances.</u> 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) <u>Attorney-Client Sessions.</u> 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 <u>attorneysattorney</u> 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 Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety 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: §§ <u>189.069(2)(a)16,</u> 190.006, 190.007, 190.008, 286.0105, 286.011, 286.<u>0113, 286.</u>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) <u>Commencement of Proceedings.</u> 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 twenty-nine (29) 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 specific legal authority for the proposed rule, 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) <u>Notice of Proceedings and Proposed Rules.</u>
  - (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, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the 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 shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, 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. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) <u>Rule Development Workshops.</u> 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 sixty (60) 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) <u>Rulemaking Materials.</u> 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.
- Hearing. The District may, or, upon the written request of any affected person (7)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) <u>Emergency Rule Adoption.</u> The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. 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 emergency rules shall be published as soon as possible in a newspaper of general circulation in the District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) <u>Negotiated Rulemaking.</u> 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) <u>Rulemaking Record.</u> 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) <u>Petitions to Challenge Existing Rules.</u>

- (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 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 person as a hearing officer who shall conduct a hearing within 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 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) <u>Variances and Waivers.</u> 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, or other 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 sixty (60ninety (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) <u>Rates, Fees, Rentals and Other Charges.</u> 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: §§ 190.011(5), 190.035(2), Fla. Stat.

### **Rule 3.0** Competitive Purchase.

- <u>Purpose and Scope.</u> 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) <u>Board Authorization</u>. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) <u>Definitions.</u>
  - (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 <u>onetwo</u> million dollars (\$42,000,000), for a study activity when the fee for such Professional Services to the District does not exceed <u>fiftytwo hundred</u> thousand dollars (\$50200,000), 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.
- "Design Criteria Package" means concise, performance-oriented drawings (f) 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 performancebased 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 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 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.
- (1) "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 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;
  - (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.

(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, 255.20, 287.055, Fla. Stat.

### Rule 3.1Procedure Under Thethe<br/>Consultants' Competitive Negotiations Act.

- (1) <u>Scope.</u> 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 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) <u>Qualifying Procedures.</u> 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 federal licenses in good standing, if any;
  - (b) 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) <u>Public Announcement.</u> 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. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive

notices by mail. 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) <u>Competitive Selection.</u>

- (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) <u>Responsive</u> 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, facsimile, 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) <u>Competitive Negotiation.</u>

- (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) <u>Contracts; Public Records.</u> 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) <u>Continuing Contract.</u> Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) <u>Emergency Purchase.</u> 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: §§ 119.070701, 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) <u>Definitions.</u>
  - (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 <u>auditauditor</u> selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of AuditAuditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditauditor 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 shouldshall include at least three individuals, some or allat least one of whom maywhich must also serve as membersbe 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) <u>Establishment of Minimum Qualifications and Evaluation Criteria.</u> 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) <u>Minimum Qualifications.</u> 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:

- Hold all required applicable <u>federalstate professional</u> licenses in good standing, <u>if any</u>;
- (ii) Hold all required applicable state professional 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) Understanding of scope of work;
  - (iv) Ability to furnish the required services; and
  - $(\underline{viv})$  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) <u>Public Announcement.</u> 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) <u>Request for Proposals.</u> 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) <u>Committee's Evaluation of Proposals and Recommendation.</u> The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time 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, 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) <u>Board Selection of Auditor.</u>

- Where compensation was not selected as a factor used in evaluating the (a) 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-<u>or</u> 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) <u>Contract.</u> 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 July 1June 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. NoThe maximum contract period including renewals shall continue, or allow the contract to be renewed, for a period of more than threefive (5) years from the date of its execution. 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) <u>Notice of Award.</u> 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, facsimile, 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.<del>07</del>0701, 218.33, 218.391, Fla. Stat.

## Rule 3.3 Purchase of Insurance.

- (1) <u>Scope.</u> 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) <u>Procedure.</u> 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. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. 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, the geographic location of the company's headquarters and

offices in relation to the District, 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) <u>Scope.</u> 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) <u>Procedure.</u> 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, hand delivery, or facsimile, 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 theall 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, <u>electronic mail</u>, hand delivery, facsimile, 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), Fla. Stat., <u>has occurred.</u>
  - 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 prequalified 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.
- (b) 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 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) 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.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat. Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

#### **Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) <u>Scope.</u> 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) <u>Procedure.</u> 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.
  - Notice of the Invitation to Bid, Request for Proposals, Invitation to (b) 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, hand delivery, facsimile, 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, hand delivery, or facsimile, 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 theall 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 any violation of federal labor or employment tax laws regarding subjects such asincluding 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 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 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. 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, hand delivery, facsimile, 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 take whatever steps reasonably necessary in order to proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which steps-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) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchases.</u> 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.
- (6) <u>Exceptions.</u> 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 contractorcontract; 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: §§ 119.070701, 189.4221053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 Construction Contracts, Design-Build.** 

- (1) <u>Scope.</u> 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) <u>Procedure.</u>
  - (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) <u>Qualifications-Based Selection</u>. 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) <u>Competitive Proposal-Based Selection.</u> 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, hand delivery, or facsimile, 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.
  - 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 such as including but not limited to reemployment assistance, safety, tax withholding, worker's compensation,

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unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 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.
  - The Board shall have the right to reject all proposals if <u>the</u> <u>proposals are too high, or</u> 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.
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If less than three (3) proposals<u>Responsive Proposals</u> are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals<u>Responsive Proposals</u> are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which steps 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, facsimile, 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.

- The Board shall negotiate a contract with the firm ranking 8. 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. Failing accordShould the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified firm, the Board at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must terminate negotiations. 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.
  - 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.

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- (3) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchase.</u> 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) <u>Exceptions.</u> 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: §§ 119.070701, 189.4221053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

## **Rule 3.7 Payment and Performance Bonds.**

- (1) <u>Scope.</u> 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) <u>Required Bond.</u> 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) <u>Discretionary Bond.</u> 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) <u>Purpose and Scope.</u> 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) <u>Procedure.</u> 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, hand delivery, or facsimile, 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 prequalified 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 theall 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 nonmaterial 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 (5) percent. 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, hand delivery, facsimile, 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) bids, proposals, replies<u>Responsive Bids</u>, Proposals, <u>Replies</u>, or <u>responsesResponses</u> 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 take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best

<u>interests of the District</u>, which steps may include <u>but is not limited to a</u> direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) <u>Goods, Supplies, and Materials included in a Construction Contract Awarded</u> <u>Pursuant to Rule 3.5 or 3.6.</u> 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) <u>Exemption.</u> 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) <u>Renewal.</u> Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a <u>maximum</u> period that may not exceed three (3of five (5) years or the term of the original contract, whichever period is longer.
- (6) <u>Emergency Purchases.</u> 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: §§ 189.4221053, 190.033, 287.017, 287.084, Fla. Stat.

#### **Rule 3.9** Maintenance Services.

- (1) <u>Scope.</u> 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) <u>Procedure.</u> 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, hand delivery, or facsimile, 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 theall 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, hand delivery, facsimile, 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 take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which steps may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) <u>Exemptions.</u> 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) <u>Renewal.</u> Contracts for the purchase of maintenance services subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. maximum period of five (5) years.
- (5) <u>Contracts; Public Records.</u> 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) <u>Emergency Purchases.</u> 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: §§ 119.070701, 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) <u>Contracts; Public Records.</u> 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.<del>070701</del>, 190.011(3), 190.033, Fla. Stat.

## Rule 3.11Protests Withwith<br/>Respect Toto<br/>Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5,<br/>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) <u>Filing.</u>
  - (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.
  - Except for those situations covered by subsection (1)(a) of this Rule, any (b) 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.

<sup>(</sup>c) If (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, the Board may require any person who files a notice of protest tomust post athe protest bond-in the. The amount equal to 1% of the anticipated contract amount that is the subject 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.
- (2) <u>Contract Execution.</u> 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) <u>Informal Proceeding.</u> 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 facsimile, United States Mail, or hand delivery 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) <u>Formal Proceeding.</u> 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 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) days 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) <u>Intervenors.</u> Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) <u>Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest.</u> If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, <u>Proposals, Replies, and Responses are too high</u>, 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 start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) <u>Settlement.</u> 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 \_\_\_\_\_,  $\frac{20_{,2019}}{20_{,2019}}$ , 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.

# **EXHIBIT B**

## **Rivers Edge CDD – Rates and Fees**

Item	Current Fee	Proposed Fee
RiverHouse Rental (inside only)	\$75	\$75
Palm Court with Cabana	\$50	\$50
(adjacent to RiverHouse)		
Lawn	No fee	\$50
Soccer Field	No fee	\$50
Pool Cabana (available only	\$50	\$50
when Amenity Center Staff is		
on duty)		
Group Fitness Room	\$50	\$50
Rental Deposit	\$500	\$500
Event Staffing Fee	\$25-\$40/hour	\$20-\$40/hour
	(currently \$20/hour charged)	
Annual user fee for persons not	\$4000/individual	\$4000/individual
owning property within the		
District		
Facility Access Card	\$25	\$25
Replacement Fee		
Additional Guest Passes	\$50/10 guest passes	\$50/12 guest passes

EIGHTH ORDER OF BUSINESS

#### Amendment #1 to Agreement for Traffic Control on District Roads

#### WITNESSETH:

Whereas, the Rivers Edge Community Development District ("District 1") previously entered into that certain Agreement for Traffic Control on District Roads dated as of January 23, 2019 ("Agreement"), which was entered by and between District 1, St. Johns County, Florida ("County), and the St. Johns County Sheriff's Office ("Sheriff") which permitted the County and Sheriff to exercise traffic control jurisdiction upon "District Roads", as therein defined; and

Whereas, the RiverTown Development of Regional Impact ("DRI") is anticipated to include three community development districts, which are units of local special purpose government, two of which have been established, which includes District 1 and Rivers Edge II Community Development District ("District 2"); and

**Whereas**, the traffic study previously conducted included all of the lands within the DRI, including the District 2 public roadways ("District 2 Roads"); and

Whereas, District 2 has further requested that the County exercise traffic control jurisdiction upon the District 2 Roads identified herein as Exhibit A, attached hereto and incorporated herein; and

**Whereas**, the County and Sheriff are willing to exercise traffic control jurisdiction upon the District 2 Roads.

**NOW THEREFORE**, in consideration of the covenants and conditions herein, County and District 2 hereby agree as follows:

- 1. The above recitals are true and correct and are incorporated herein by reference and form a material part of this Amendment.
- 2. All of the terms and conditions of the Agreement shall apply to District 2, County and Sheriff and the Agreement is so amended as to include District 2 and the District 2 Roads identified in Exhibit A.
- 3. All other terms and conditions of the Agreement are in full force and effect and are only modified to the extent explicitly set forth herein.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment #1 to the Agreement on the dates indicated below.

NINTH ORDER OF BUSINESS

#### LICENSE AGREEMENT BY AND BETWEEN THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AND JAX HELICOPTER SERVICES CORP FOR THE PROVISION OF HELICOPTER TOURS

**THIS LICENSE AGREEMENT** ("License Agreement") is made and entered into this \_\_\_\_\_ day of September, 2019, by and between:

**JAX HELICOPTER SERVICES CORP,** a Florida corporation, whose address is 13009 Harborton Drive, Jacksonville, Florida 32224 ("Licensee"); and

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to chapter 190, *Florida Statutes*, located in St. Johns County, Florida, whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District" and, together with Licensee, "Parties").

#### **RECITALS**

**WHEREAS,** the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS,** the District owns, operates, and maintains certain facilities and real property within the boundaries of the District, including a soccer field, identified in the attached **Exhibit A** and incorporated herein by this reference ("Designated Area"); and

**WHEREAS,** the District desires to engage the services of an independent contractor to provide recreational helicopter tours within the Designated Area ("Helicopter Tour(s)"); and

**WHEREAS,** Licensee is qualified, willing, and able to provide Helicopter Tours, and desires to enter into an agreement with the District to do so in accordance with the terms and specifications in this License Agreement; and

**WHEREAS,** the District and the Licensee warrant and agree that they have all right, power, and authority to enter into and be bound by this License Agreement.

**Now, THEREFORE,** based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Licensee agree as follows:

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

2. **GRANT OF LICENSE.** The District hereby grants to the Licensee a nonexclusive license to use the Designated Area for the provision of Helicopter Tours, in accordance with the terms and conditions contained herein and the exhibits hereto ("License"). In consideration of said use of the Designated Area, Licensee agrees to the following conditions:

**A.** Licensee's access to the Designated Area is limited to the takeoff and landing zone set forth in **Exhibit A** and reasonable ingress and egress thereto. No other use of or access to the District's property is permitted.

**B.** Licensee will provide two and one half (2.5) hours of active flight time ("Flight Time") and one (1) hour of stationary ground time ("Ground Time") for a total of three and one half (3.5) hours per event ("Session"). The duration of each Helicopter Tour shall be between five (5) and ten (10) minutes.

C. Licensee shall be responsible for coordinating with on-site district staff, including Marcy Pollicino, who shall serve as the District's representative ("District Representative"), to determine a mutually agreeable date and time for each Session, which shall be agreed upon in writing by both Parties. The Licensee is solely responsible for determining the suitability of the selected date and time for each Session, provided however that the District shall have the right to temporarily close the Designated Area at any time in accordance with Section 2.H. herein.

**D.** Each Helicopter Tour shall have a load limit of three (3) passengers with a weight limit of two hundred eighty-five (285) pounds per person or a group weight limit of no more than five hundred fifty (550) pounds, or such lower weight limit as deemed appropriate by Licensee. The District makes no representations as to appropriate load capacities or other limitations related to to the Helicopter Tours.

**E.** At the start of each Helicopter Tour, Licensee shall provide all passengers with comprehensive safety instructions and explanation of emergency procedures, as applicable and as deemed appropriate by the Licensee.

**F.** All minors under the age of eighteen (18) must be accompanied by a parent or guardian on the Helicopter Tours. No child under the age of two (2) is permitted to participate in the Helicopter Tours.

**G.** Licensee shall provide to the District a Rivers Edge Community Development District Consent and Release from Liability ("Release"), in the form attached hereto as **Exhibit B**, fully executed by each participant and, for minors, the parent or legal guardian of such participant, prior to that participant's participation in the Helicopter Tours. An electronic or hard copy form is permissible. The Licensee shall not permit any individual to participate in the Helicopter Tours without first providing the District with a fully executed Release for that participant. Should the Licensee fail to comply with this Section 2.G, the District may immediately terminate this License Agreement, notwithstanding any provisions to the contrary.

**H.** The Parties acknowledge that weather conditions may affect the use of the Designated Area at any given time. The District shall have the right to temporarily close the Designated Area at any given time due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the Designated Area. Licensee shall be responsible for the safety of its employees, guests, invitees, agents, or participants during such times.

**I.** Should the weather or other conditions prevent Licensee from conducting the Helicopter Tours as scheduled, Licensee shall coordinate with the District's representative to reschedule the Helicopter Tours ("Make-up Day"). All terms of this License Agreement shall apply to the Make-Up Day.

**J.** The District is relying on the Licensee's expertise in all matters related to aviation safety, helicopter operation, and other matters related to the Helicopter Tours. The District makes no representations whatsoever regarding load capabilities, safety instructions, standard procedures, appropriate routes or landing locations, safe flight conditions, or any other requirements as may

be applicable to the Helicopter Tours. The Licensee shall be solely responsible for determining safe flight conditions, procedures, and all other limitations and requirements applicable to the Helicopter Tours. The District shall not be responsible for the actions of any patrons participating in the Helicopter Tours.

**3. COMPENSATION; TERM.** The Licensee shall be compensated for providing the Helicopter Tours described herein in the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) per Session. If the Flight Time for a given Session exceeds the duration set forth in Section 2.B, Licensee shall be compensated in the amount of Seven Hundred Dollars (\$700.00) per additional hour. The Licensee shall not exceed the Flight Time set forth in Section 2.B. or incur charges for additional time without first obtaining permission from the District.

4. COMPLIANCE WITH LAWS, RULES AND POLICIES. Licensee shall comply at all times with relevant statutes and regulations governing the operation of the helicopter and providing Helicopter Tours, including but not limited to aviation regulations and licensing requirements and shall, upon request of the District, provide proof of such compliance.

5. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its patrons and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's use of the Designated Area under this License Agreement. Licensee shall repair any damage resulting from its operations within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing by the District. The provisions of this Section 5 shall survive the termination or expiration of this License Agreement.

6. **TERMINATION.** The District shall have the right to terminate this License Agreement at any time upon written notice due to the Licensee's failure to perform in accordance with the terms of this License Agreement.

7. INDEMNIFICATION. Licensee hereby agrees to defend, indemnify and hold the District and its staff, agents, consultants, and supervisors harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (including, without limitation, costs and reasonable attorneys' fees for the District's legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage arising out of, or in connection with, use of the License by Licensee, its employees, agents, participants, guests or invitees. It is the intent of the Parties to provide the broadest possible coverage for the District. Nothing in this License Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute, and nothing in this License Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law. The provisions of this Section 7 shall survive suspension or revocation of the License or termination of this License Agreement.

#### 8. INSURANCE.

- **A.** Licensee shall maintain throughout the term of this License Agreement at least the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance, on a per-occurrence basis, endorsed to cover premises, operations, products/completed operations, personal injury,

bodily injury, death, and contractual liability, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and covering at least the following hazards:

- (I) Independent Contractors' Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3) Aircraft liability insurance (including standard coverage for War and other perils), covering all owned and non-owned aircraft, for bodily injury (including passengers) and property damage, subject to a minimum combined single limit of liability \$5,000,000 (five million dollars) for each occurrence.
- (4) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Licensee of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- **B.** The District, its staff, consultants, and supervisors shall be named as additional insured parties. Licensee shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement upon execution of this License Agreement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- **C.** The insurance requirements set forth in this Section 9 shall be construed as minimum requirements. If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee.

**9. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this License Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

**10. DEFAULT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

**11. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this License Agreement.

**12. AMENDMENT.** Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

**13. ASSIGNMENT.** Neither the District nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

14. **INDEPENDENT CONTRACTOR.** In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the provision of Helicopter Tours is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees in the use of the Designated Area. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

**15. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the Parties as follows:

А.	If to the District:	Rivers Edge Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Hopping, Green & Sams PA 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
B.	If to the Licensee:	JAX Helicopter Services Corp 13009 Harborton Drive Jacksonville, Florida 32224 Attn:

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

16. **INTERFERENCE BY THIRD PARTY.** The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

17. **PUBLIC RECORDS.** Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **James Perry** ("Public Records Custodian"). Among other requirements and to the

extent applicable by law, the Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Licensee, the Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

### IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, <u>JPERRY@GMSNF.COM</u>, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

**18. CONTROLLING LAW AND VENUE.** This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

19. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the Parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted or construed against any party.

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

**21. AUTHORIZATION.** The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the Parties hereto, each of the Parties has complied with all the requirements of law and each of the Parties has full power and authority to comply with the terms and conditions of this License Agreement.

**22. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this License Agreement shall not affect the validity or enforceability of the remaining portions of this License Agreement, or any part of this License Agreement not held to be invalid or unenforceable.

**23. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

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

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

Attest:

#### **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**

Print Name:	
Print Name:	
	JAX HELICOPTER SERVICES CORP
Print Name:	Print Name:
Print Name:	Its:

Exhibit A: Designated Area Exhibit B: Form of Liability Waiver

## <u>Exhibit A</u> Designated Area

#### <u>Exhibit B</u>

#### **Rivers Edge Community Development District General Release and Waiver of Liability for Helicopter Tours**

In consideration of the below-named individual's ("Participant") participation in the helicopter tours ("Helicopter Tours") provided by JAX Helicopter Services Corp. ("JAX"), I, or on behalf of my minor child, acknowledge and understand that neither the Helicopter Tours nor JAX's pilots or staff are affiliated in any way with the Rivers Edge Community Development District ("District") and that the District makes no representations concerning JAX's qualifications or ability to provide the Helicopter Tours. I further acknowledge and understand that participation in the Helicopter Tours has certain inherent risks, including, but not limited to, injury or even death to the Participant, and I agree to assume and accept sole responsibility for all risks related to participation in the Helicopter Tours, including, but not limited to, the risks mentioned above and/or damage to, loss or theft of property, or other loss or damage of any nature.

I hereby indemnify, waive, release, hold harmless, and forever discharge the District and its present, former and future Supervisors, agents, officers, employees and staff, JAX, and its employees, agents and staff, and Vesta Property Services, Inc., and its employees and agents (collectively, the "Indemnitees"), of and from any and all claims, demands, expenses, debts, contracts, causes of action, lawsuits, damages, and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to participation in the Helicopter Tours. I further agree to pay all expenses, including court costs, attorney fees, paralegal fees, and expert witness fess, incurred by the Indemnitees in investigating and/or defending a claim or lawsuit related to the Participant's participation in the Helicopter Tours. This General Release and Waiver of Liability does not apply to any act of gross negligence, or intentional, willful, or wanton misconduct by the Indemnitees. However, I agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other law, and nothing herein shall allow any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

This General Release and Waiver of Liability is binding upon myself, my spouse, heirs, executors, administrators, legal representatives, successors, and assigns. This General Release and Waiver of Liability supersedes any prior written and/or oral agreements or representation made with respect to the subject matter contained herein. The provisions of the General Release and Waiver of Liability will continue in full force and effect even after the termination of the Helicopter Tours. The provisions of this General Release and Waiver of Liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District, JAX., and Vesta Property Services, Inc., altogether, and the party whose signature appears below. Nothing herein shall alter the Participant's rights or obligations under the Rivers Edge Community Development District Policies Governing the Riverclub Facilities and/or related documents.

If Participant is a minor child, I certify that I am the Participant's parent and/or legal guardian and that I am legally authorized to sign this General Release and Waiver of Liability on behalf of the Participant. I am of lawful age and legally competent to sign this General Release and Waiver of Liability. I have read and understand the terms of this General Release and Waiver of Liability, and I have willingly signed it as my own free act.

Participant Name:	Age:
Participant Signature:	Date:
(if Participant is 18 years of age or older)	
Parent/Guardian Signature:	Date:
(if Participant is under 18 years of age)	

TENTH ORDER OF BUSINESS

This instrument was prepared by and<br/>upon recording should be returned to:(This space returned<br/>(This space returned to:Jennifer Kilinski, Esq.<br/>HOPPING GREEN & SAMS, P.A.<br/>119 South Monroe Street, Suite 300<br/>Tallahassee, Florida 32301(This space returned<br/>(This space returned)

(This space reserved for Clerk)

#### TRI-PARTY INTERLOCAL AND COST SHARE AGREEMENT REGARDING SHARED IMPROVEMENT OPERATION AND MAINTENANCE SERVICES AND PROVIDING FOR THE JOINT USE OF AMENITY FACILITIES

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of October 2019, by and between:

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* being situated in St. Johns County, Florida ("Rivers Edge"); and

**RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes,* being situated in St. Johns County, Florida ("Rivers Edge II" and together with Rivers Edge, the "Districts"); and

**MATTAMY JACKSONVILLE, LLC**, a foreign limited liability company ("Mattamy", and together with the Districts, the "Parties"), and landowner of certain lands that are anticipated in the future to become Rivers Edge III Community Development District ("Rivers Edge III") as more particularly described herein.

#### **RECITALS**

**WHEREAS**, the Districts are local units of special purpose government each located entirely within St. Johns County, Florida; and

**WHEREAS**, the Districts were established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadway improvements, stormwater facilities and facilities for parks and recreational, cultural and educational uses; and

WHEREAS, the Districts are located within the RiverTown Development of Regional Impact ("DRI"), which DRI requires the provision of certain offsite and onsite roadway improvements, supporting stormwater facility improvements and recreational improvements, which may be jointly satisfied by the Districts and together comprise the development known as "RiverTown"; and

WHEREAS, even though the properties within Rivers Edge and Rivers Edge II are subject to community development districts that are separate legal subdivisions of the State of Florida, the parties hereto have committed to working together by setting an example of collaborative leadership focused on excellence and making a pledge to work in partnership with each other and with the residents to plan for the future of the community as a whole; and

WHEREAS, Mattamy is the majority landowner within the Districts and also landowner of lands on which it is anticipated Rivers Edge III will be established, which property and special district is anticipated to participate in, and benefit from, the Improvements (hereinafter defined) and is anticipated to construct further improvements that will become shared Improvements and will share in the costs associated therewith as more particularly described herein; and

**WHEREAS,** Mattamy is anticipated to fund the costs associated with the future Rivers Edge III until establishment of such special district, at which time this Agreement is anticipated to be amended to include said district as more particularly described herein; and

**WHEREAS**, the Parties together benefit from certain roadway improvements and surface water management system improvements located within and outside the boundaries of the Districts, including but not limited to, certain State Road 13 roundabouts, County Road 244 landscape maintenance and certain surface water management system improvements that support County Road 244, County Road 223 and State Road 13, as more particularly identified in **Exhibit A**, attached hereto and incorporated herein by reference (the "Offsite Improvements"); and

**WHEREAS**, the Parties each independently own, or are anticipated to independently own, certain recreational facilities and related improvements within each of their respective boundaries, which include for Rivers Edge the River House with related improvements and for Rivers Edge II, the River Club and related improvements (the "Amenity Facilities") and identified in **Exhibit B**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Parties each independently own certain other improvements that include landscaping, irrigation, pocket parks and stormwater facilities within their respective boundaries, as more particularly described in **Composite Exhibit C**, attached hereto and incorporated herein by reference ("Additional Improvements", and together with the Offsite Improvements and the Amenity Facilities, hereinafter, the "Improvements"); and

WHEREAS, the Parties hereby agree that due to economy of scale and other considerations, the funding for operation, management and maintenance of the Improvements shall be shared based on the attached methodology, and said costs shall be allocated according thereto, which methodology is attached hereto as **Composite Exhibit D**, and incorporated herein by this reference, which may change from time to time as the development plan may change ("Cost Share"); and

WHEREAS, Chapter 190 and section 163.01, Florida Statutes, as amended (the "Interlocal Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to

thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, under the Interlocal Cooperation Act, the Districts may enter into an interlocal agreement in order to, among other things, provide for the operation, maintenance, repair and replacement of the Improvements, and ensure that all landowners within the Districts shall have continued use of the Improvements; and

**WHEREAS**, the Districts wish to enter into an agreement to jointly exercise their statutory powers in a cost-effective, equitable and rational manner; and

WHEREAS, the Districts and Mattamy hereby desire to enter into this Interlocal Agreement.

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

1. **RECITALS**. The Recitals state above are hereby confirmed by the Parties as true and correct and are hereby incorporated herein by reference.

#### 2. **RECREATION USAGE RIGHTS AND LIMITATION ON USAGE RIGHTS.**

- Α. *Recreation Usage Rights*. Rivers Edge hereby agrees to make available to those persons owning real property and/or residing within Rivers Edge II, as such is defined in law and the Rivers Edge II adopted Amenity Use Policies ("Rivers Edge II Resident Landowners"), the rights to use Amenity Facilities owned by Rivers Edge to the same extent as those persons owning real property and/or residing within Rivers Edge, as such is defined in law and the Rivers Edge adopted Amenity Use Policies ("Rivers Edge Resident Landowners" and together with the Rivers Edge II Resident Landowners, hereinafter together referred to as "Resident Landowners"). Rivers Edge II hereby agrees to make available to Rivers Edge Resident Landowners the rights to use Amenity Facilities owned by Rivers Edge II to the same extent as Rivers Edge II Resident Landowners. All usage shall be subject to the Districts' adopted Amenity Use Policies, including the payment of all relevant use and rental fees and suspension and termination rules
- **B**. *Limitation on Usage Rights*. Without the written consent of the other, neither Rivers Edge nor Rivers Edge II shall have the authority to permit or enter into an agreement with another entity expanding these usage rights for the benefit of persons or entities who are not Resident Landowners of either District.

- **C.** Annual User Rate Agreement. The Districts hereby agree that each will adopt one individual Annual User Rate in the amount of \$4,000.00 that allows a nonresident user to access the Amenity Facilities for a one-year period so long as this Agreement is in effect. The Districts may jointly agree to modify this amount or allow other types of annual user rates. Proceeds from the payment of Annual User Rates shall be allocated on a pro-rata basis in accordance with each party's portion of the Shared Costs as further identified in Section 4 herein and in **Composite Exhibit C**.
- **D.** *Additional Amenities.* Rivers Edge and Rivers Edge II hereby agree to extend the same rights and responsibilities contained in this Agreement to Rivers Edge III once established and upon acceptance of this Agreement by the Rivers Edge III Board of Supervisors.

#### 3. DISTRICTS' OBLIGATIONS FOR AMENITY FACILITIES.

- **A.** Rivers Edge obligations are as follows:
  - (i) *General duties.* Rivers Edge shall be responsible for the management, operation and maintenance of the Improvements and the River House (but not the River Club) on its own or through its selected contractors, in a lawful manner and in accordance with applicable permits, regulations, code and ordinances. However, such responsibility shall not alter the rights, responsibilities and cost allocations as set forth herein.
  - (ii) *Inspection.* Rivers Edge II may conduct regular inspections of the Improvements and shall report any irregularities to the Rivers Edge District Manager, or his/her designated representative.
  - Investigation and Report of Accidents/Claims. Rivers Edge shall (iii) investigate and provide a report to the Rivers Edge II District Manager, or his/her designee, as to all accidents or claims for damage relating to maintenance and operation of the Improvements and the River House and Rivers Edge II shall do the same for the River Club. Such report shall at a minimum include a description of any damage or destruction of property. The Parties, to the extent necessary, shall cooperate and aid one another in making any and all reports required by any insurance company or as required by the other in connection with any accident or claim (including but not limited to claims filed with FEMA). No Party shall file any claims with the other's contractor(s) or insurance company without the prior written consent of the others Board of Supervisors.
  - (iv) Compliance with Bidding Requirements of Florida Law and Payment of Shared Costs of Improvements. Rivers Edge shall be responsible for procuring bids, and in the event required to do so by law, publicly bidding all work necessary to operate and

maintain the Improvements and the River House in compliance with applicable permits, regulations and DRI requirements. Rivers Edge II shall have the same responsibility for the River House and any other Improvements operated and maintained under its authority. Mattamy shall have the same responsibility for any Improvements operated and maintained under its authority. Rivers Edge II and Mattamy shall provide to Rivers Edge on or before May 15 of each year the anticipated operation, management and maintenance costs associated with the River Club and any other improvements for which it is responsible that make up the Improvements identified hereunder so that such projected costs can be calculated consistent with this Agreement and disseminated to the Parties for budgeting purposes. Rivers Edge shall provide annually on or before June 1 to Rivers Edge II and Mattamy the total amount anticipated for the succeeding fiscal year for operation, management and maintenance of the Improvements, along with the projected Shared Costs, which calculation shall be as set forth in Section 4 herein. Failure to provide the required information by the dates set forth herein may be waived upon a showing of good cause; provided however that the Parties hereby agree the importance of timely submitted information for purposes of compliance with Florida law for budget approval and adoption.

- **B.** Rivers Edge II obligations are as follows:
  - (i) *General duties.* Rivers Edge II shall be responsible for the management, operation and maintenance of the River Club on its own or through its selected contractors, in a lawful manner and in accordance with applicable permits, regulations, code and ordinances.
  - (ii) *Inspection.* Rivers Edge may conduct regular inspections of the River Club and shall report any irregularities to the Rivers Edge II District Manager, or his/her designated representative.
  - (iii) Compliance with Bidding Requirements of Florida Law and Payment of Shared Costs of Improvements. Rivers Edge II shall provide to Rivers Edge annually on or before May 15 the total amount anticipated for the succeeding fiscal year for operation and maintenance of the River Club. Rivers Edge II shall be responsible for remittance of its portion of the Shared Costs (as set forth herein) within fifteen (15) days of receiving a timely submitted invoice from Rivers Edge, which amount is anticipated to be billed monthly or more often as may be required to assure cash flow. The appropriate cost shall be as set forth in Section 4 herein.
- **C.** Mattamy obligations are as follows:

- (i) Mattamy hereby agrees that the Improvements, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected in the exhibits hereto to the property owned by Mattamy.
- Mattamy agrees to make available to the District the monies (ii) necessary for the Shared Costs as called for in each year's adopted budgets by the Districts, which amounts will be determined each year and as may be amended from time to time in each District's sole reasonable discretion, within fifteen (15) days of written request by the District. Amendments to a District's budget adopted by that District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect any District's ability to levy special assessments upon the property within that District, including any property owned by Mattamy, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the Districts' Budgets or otherwise.
- (iii) In the event Mattamy sells or otherwise disposes of its business or of all or substantially all of its assets relating to the Improvements, Mattamy shall continue to be bound by the terms of this Agreement until its obligations under this Agreement are deemed fulfilled as described herein, and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Mattamy may place into escrow an amount equal to the then-unfunded portion of the applicable Shared Costs to fund any budgeted expenses that arise during the remainder of the applicable fiscal year. Upon (1) confirmation of the deposit of said funds into escrow, (2) evidence of an assignment to, and assumption by the purchaser of, this Agreement, and (3) acceptance by the Districts, Mattamy's obligation under this Agreement shall be deemed fulfilled. Mattamy shall give 90 days prior written notice to the Districts under this Agreement of any such sale or disposition.
- (iv) The Parties hereby agree to extend the same rights, obligations and responsibilities contained in this Agreement, including but not limited to this Section, to Rivers Edge III once established and upon acceptance of this Agreement by the Rivers Edge III Board of Supervisors.

#### 4. MAINTENANCE CONTRACTS AND COST SHARING.

A. Rivers Edge, through its contractor(s), shall be responsible for providing management and maintenance of the Offsite Improvements and the Additional Improvements. The Parties shall each be individually

responsible for providing for the operation, management and maintenance of their respective Amenity Facilities, including contracting for such services, but such costs shall be part of the Shared Costs.

**B**. Each party shall be responsible for its proportionate share of the costs associated with the operation, management and maintenance of the Improvements, as well as its proportionate share for funding of capital reserves based on a reserve study report and recommendation to be prepared by the Parties' management, which shall together be considered "Shared Costs" and is as more particularly set forth in Composite Exhibit D. Such Shared Costs shall be calculated based upon consultation with the Parties methodology consultant(s) and engineer(s) and may change from time to time, based on updates to the development plan of the Parties properties. Based upon the current development plan for RiverTown, the calculations are as set forth in the table supporting such calculation in the attached Exhibit D. The Shared Costs percentage and total cost may change from time to time based on market factors affecting cost of labor, capital reserve requirements, delivery of additional infrastructure that is considered an "Improvement" and other factors. The costs anticipated for total operation and maintenance of the Improvements as of the effective date of this Agreement, for purposes of reference only, are as set forth in Exhibit D. Rivers Edge, in its sole and absolute discretion, will provide the selection of contractor(s) for operation and maintenance of the Offsite Improvements, Additional Improvements and the Rivers House, but not the River Club, and will separately invoice Rivers Edge II and Mattamy/Rivers Edge III for their proportionate shares of the Shared Costs. Rivers Edge II, in its sole and absolute discretion, will select its contractor(s) for operation and maintenance of the River Club and such costs shall be considered Shared Costs. It is further anticipated Rivers Edge III will have facilities that also make up "Improvements" which shall be shared in the future and will also be responsible for selecting its contractor(s) for operation and maintenance of its Amenity Facilities.

5. APPROVAL OF SUPPLEMENTAL MAINTENANCE SERVICES. Should any of the Parties desire enhanced or supplemental maintenance services of the Improvements, such Party shall notify the other Parties in advance and in writing, of such request, and the Parties shall work in good faith to determine the appropriate level of enhancement or maintenance services and the appropriate cost share associated therewith, if any, and such agreement shall be as set forth in a separate written instrument that provides the scope of services, compensation and cost share associated therewith. The Parties hereby acknowledge and agree that according to the current development plan for RiverTown community, additional improvements are expected to be added to the "Improvements" category. The addition of such improvements shall be as determined jointly by the Parties engineer(s) and based upon the RiverTown development plan. The calculation of Shared Costs for such additional improvements shall be determined together by each Parties engineer(s) and methodology consultant(s) and shall be subject to the terms and conditions of this Agreement. Mattamy hereby recognizes the methods for determining said

calculation and so long as such methodology and calculation is reasonable, hereby agrees to waive any objections, suits, demands or other challenge to the validity of the methodology and costs included in the Shared Costs.

#### 6. **DEFAULT; CONFLICT RESOLUTION; TERMINATION.**

A. **Default; Cure.** A default by any party under this Interlocal Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the Parties hereto shall give the other Parties written notice of any defaults hereunder and shall allow the defaulting party not less than fourteen (14) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

**B.** *Joint Meeting*. When requested by a District Board, as evidenced by a vote of such Board, to discuss issues of concern regarding the subject of this Agreement, a "Joint Meeting" shall be called and noticed pursuant to the legal requirements of public meetings. The Parties agree to use good faith negotiation in efforts to resolve any such issues or areas of concern relating to the subject of this Agreement.

**C.** *Mediation.* In the event the Parties are unable to resolve the issues which are the subject of the Joint Meeting, the Parties shall submit their dispute to mediation. The Parties agree to cooperate in the selection of a mediator, and agree to share equally in mediation expenses, including the fees of the mediator. However, each party shall be responsible for the fees of its counsel. This mediation shall be held within forty-five (45) days of the conclusion of the Joint Meeting. This provision in no way abdicates the responsibilities of each party as set forth in the Agreement.

**D.** *Mutual Termination*. The Parties shall have the option of terminating this Agreement only by entering into a written Termination Agreement, jointly approved by the Parties which shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida. Recognizing that this Interlocal Agreement is necessary to ensure the continued maintenance of Improvements, including those that are required by various development approvals that service County and State roadways, the Parties agree each will continue to fund the operation and maintenance of the Improvements through and until the final resolution of disagreements hereunder. Mattamy may terminate its obligations under this Agreement upon notifying the Districts of an assignment of its rights and responsibilities under this Agreement, which assignment must be approved, reduced to writing and executed by the Districts and which approval will not be unreasonably withheld, as more particularly set forth in Section 3 herein.

7. **INSURANCE.** During the term of this Agreement, the Parties shall each maintain general liability coverage in an amount sufficient to protect its interests relative to the Improvements. Further, the Parties shall require any contractor retained to perform any of the services or other related work for the Improvements to maintain at the minimum the following insurance coverage throughout the term of this Agreement:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- **B.** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$3,000,000 combined single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- **C.** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- **D.** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- E. Require such contractor(s) to name Rivers Edge and its supervisors, officers, staff, employees, representatives, and assigns and Rivers Edge II and its supervisors, officers, staff, employees, representatives, and assigns, and Mattamy Jacksonville, LLC and its officers, employees, representatives and assigns as additional insureds under the insurance policy.

**8. IMMUNITY.** Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any Party to which such immunity may otherwise apply, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**9. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties hereto are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**10. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the Parties hereto.

11. **AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**12. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the Districts, as follows:

А.	If to Rivers Edge:	Rivers Edge Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
B.	If to Rivers Edge II:	Rivers Edge II Community Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
	With a copy to:	Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
C.	If to Mattamy:	Mattamy Jacksonville, LLC 7800 Belfort Parkway, Suite 195, Jacksonville FL 32256 Attn:
	With a copy to:	Mattamy Homes US 4901 Vineland Road, Suite 450 Orlando, Florida 32811 Attn: Leslie C. Candes

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

**13. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in St. Johns County, Florida.

14. **TERM.** This Agreement shall become effective as of the date first written above, and shall remain in effect unless terminated in accordance with this Agreement.

15. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any Party without the prior written consent of the other Parties. Any purported assignment without such approval shall be void. This Agreement may not be assigned, in whole or in part, by Mattamy without the prior written consent of the Districts; however, the Parties acknowledge it is the intent of Mattamy to assign this Agreement to a special district to be established in the future and consent to such assignment shall not be unreasonably withheld by the Districts.

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

17. NO VIOLATION OF DISTRICT BOND COVENANTS AND NO IMPACT ON PUBLIC FACILITY STATUS. Nothing contained in this Agreement shall operate to violate any of the Districts' bond covenants. Nothing herein shall be construed to affect the status of either Districts' Amenity Facilities or other of the Improvements as "public" facilities, under the terms and conditions established by the Districts. Nothing herein shall give the Parties the right or ability to amend or revise any operating policy, rule or procedure governing the other District's recreational facilities.

**18. ATTORNEY'S FEES.** If legal action is brought by any party to enforce any provision of this Agreement, or for the breach hereof, the losing party shall pay the substantially prevailing party's reasonable attorneys' fees and court costs for trial and appellate proceedings as well as for proceedings to determine entitlement to and reasonableness of attorney fees and costs.

**19. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be

amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

**20. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**21. PUBLIC RECORDS**. The Parties understand and agree that all documents of any kind provided to the Districts in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**IN WITNESS WHEREOF**, the Parties have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

## **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**

Witness

Print Name

By: \_\_\_\_\_\_ Chairman, Board of Supervisors

Witness

Print Name

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2019,

by \_\_\_\_\_, who is personally known to me, and who Did [ ] or Did Not [ ] take

an oath.

Commission No.:

My Commission Expires: \_\_\_\_\_

## **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**

Witness

Print Name

By: \_\_\_\_\_ Chairman, Board of Supervisors

Witness

Print Name

STATE OF FLORIDA COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October 2019, by

\_\_\_\_\_, who is personally known to me, and who Did [] or Did Not [] take an

oath.

Print Name: \_\_\_\_\_\_\_\_ Notary Public, State of Florida

Commission No.:

My Commission Expires:

## MATTAMY JACKSONVILLE, LLC

Witness	
Print Name	By: Its:
Witness	
Print Name	
STATE OF FLORIDA COUNTY OF	

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2019, by \_\_\_\_\_, who is personally known to me, and who Did [] or Did Not [] take an oath.

Commission No.: \_\_\_\_\_

.....

My Commission Expires:

Exhibit A: Offsite ImprovementsExhibit B: Amenities FacilitiesExhibit C: Additional ImprovementsComposite Exhibit D: Methodology for Calculation of Shared Costs

Exhibit A: Offsite Improvements

Exhibit B: Amenity Facilities

Exhibit C: Additional Improvements

**Composite Exhibit D:** Methodology for Calculation of Shared Costs

## Rivers Edge I, II & III (a) Community Development Districts

# Cost Sharing Operations and Maintenance Services Landscaping and Amenities Report

October 8, 2019

Prepared by

**Governmental Management Services, LLC** 

(a) In process of formation with St Johns County

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## 1.0 Introduction

## 1.1 The Districts

The Rivers Edge Community Development District and Rivers Edge II Community Development Districts (together, the "Districts") are local units of special-purpose government, created pursuant to Chapter 190, Florida Statutes. The Districts part of the development known as are RiverTown ("RiverTown"). A third community development district is planned, and the establishment petition filed with St. Johns County as of the date of this report, which is anticipated to be known as the Rivers Edge III Community Development District ("Rivers Edge III CDD", and with the Districts, the "Parties" or individual each the "party"). All three special districts will serve the residents within RiverTown. The Districts were established for the propose of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within RiverTown; likewise, Rivers Edge III is expected to be establish for the same purposes.

RiverTown is a master-planned community generally located south of Greenbriar Road and north and east of State Road 13. The planned development for the Districts and Rivers Edge III includes a total of approximately 5,039 residential units. Each individual party has its own development program and infrastructure it is anticipated to finance, construction and own/operate. The Districts and Mattamy Jacksonville, LLC (as 100% landowner of the lands anticipated to be established as Rivers Edge III) have entered into an Tri-party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance services and Providing for the Joint Use of Amenity Facilities ("Interlocal Agreement") dated October 16 ,2019 to share landscape, stormwater and amenity operating costs. After Rivers Edge III CDD establishment, it is anticipated it will replace Mattamy Jacksonville, LLC as a party to the interlocal agreement. Each District has their own budget and each is currently responsible for the costs associated with its infrastructure subject to the cost allocations contained in the Interlocal Agreement.

The parties to the Interlocal Agreement have determined it in their individual and collective best interests to enter into the Interlocal Agreement as community resources are not necessarily bounded by the geographically established areas of each special district boundary. Furthermore, the Parties recognize the cost sharing advantages resulting from economies of scale associated with community development within RiverTown.

## 1.2 Executive Summary

This Cost Sharing Operations and Maintenance Services -Landscaping and Amenities Report ("Cost Share Report" or "Report") is structured to allocate the landscaping, stormwater and amenity operation and maintenance expenditures for infrastructure within each of the special districts to each of the Parties. The concept of this Cost Share Report is to allocate the costs of master/community landscapina, irrigation, stormwater and recreational amenities to the Parties based upon the ratio of equivalent residential units ("ERU") in each of the Parties boundaries relative to the total ERU's in RiverTown. Such shared costs are further defined in this Report. The development program for RiverTown and relative ERU's are contained in **Exhibit A** of this Report.

The exhibits contained in this Report will be updated annually to reflect the changes in budgeted and projected costs that are anticipated to be shared. The sharing of costs does not infer additional responsibilities, ownership or provide for additional rights for any of the Parties that is not explicitly set forth in the Interlocal Agreement, which may be amended from time to time.

## 2.0 The Operations and Maintenance Expenditures of the Parties

## 2.1 Landscaping/Irrigation/Stormwater

Landscaping costs have been structured into "master" and "additional landscaping" categories. The master landscaping category costs include the main roadways in and abutting each special district boundary and include not only landscaping costs but also costs for irrigation, reuse water, electric, stormwater management and administration. The category "additional landscaping" costs include neighborhood landscaping areas and also include costs for irrigation, reuse water, electric, stormwater and administration. The shared landscaping costs for Rivers Edge CDD reflect the current budgeted costs plus future planned costs within that district. Since Rivers Edge II and III are in the process of development, the landscaping costs associated with these districts are estimated based upon engineering and staff input and based upon current development plans.

## 2.2 Amenities

Amenity costs reflect the current budgeted costs for the RiverHouse and RiverClub along with a budget estimated for the Rivers Edge CDD III planned amenities. For Rivers Edge II the costs allocated do not include the costs associated with the café operations and as such no profit or loss from the café will be allocated to Rivers Edge or Rivers Edge III. Any profit or loss from café operations will be solely retained by Rivers Edge II.

## 3.0 Cost sharing Allocation

## 3.1 Structure

The cost for landscaping/irrigation/stormwater and amenities are grouped together for each party and then allocated based upon the relative ratio of ERUs in each party's boundary to the total ERUs of RiverTown. As noted above in the executive summary, ERU's have been based upon actual or projected development unit types and benefit.

## 3.2 Landscaping/Irrigation/Stormwater Allocation to the Parties

The cost share allocation for the landscaping category includes costs for: landscaping, irrigation, reuse water, electric, stormwater and administration. The costs for each party are summarized on **Exhibit B** and are then allocated to

each party based upon the relative ratio of ERUs in each party's boundary to the total ERUs of RiverTown. Once the allocation of landscaping category costs is established the amount of cost sharing due to/(from) is determined based upon the allocation of costs relative to the budgeted costs for that particular party.

## 3.3 Amenity Allocation to the Parties

The cost share allocation for the amenity's category includes the budgeted costs for each party. For Rivers Edge the budgeted costs for the RiverHouse are included less the revenues retained for special events. This is necessary because the costs for special events are included in the amenity costs for the RiverHouse. For Rivers Edge II the budgeted costs for the RiverClub are included, less café costs and special event revenues which are treated the same as Rivers Edge. A few additional adjustments are made to Rivers Edge II to reflect costs that have already been allocated or should not be reflected for cost sharing. For Rivers Edge III the projected budgeted costs for amenities is included in the cost share allocation. The methodology for the allocation of amenity costs is contained in **Exhibit C** and as such contains the adjustments described above. Once the allocation of amenity costs is established the amount of cost sharing due to/ (from) is determined based upon the allocation of amenity costs relative to the budgeted costs for that particular party.

#### EXHIBIT A

Original Mas	ster Plan Riv	erTown (a)		Rivers E	dge CDD		River	rs Edge II CDD		Rivers Edg	ge III CDD	Total Rive	ers Edge
elopment Products	Total Planned <u>Units</u>	ERU per <u>Unit</u>	Total <u>ERU's</u>	No. of Units Platted	Planned Units to be Platted	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs
le Family Lot Size idential: Front Footage													
30	56	0.62	34.72	23	0	23	14.26	172	106.64	0	0	195	12
40	154	0.74	113.96	57	154	211	156.14	0	0.00	987	730.38	1,198	886
45	0	0.74	0		338	338	250.12	407	301.18	0	0	745	55
50	521	0.87	453.27	184	39	223	194.01	0	0.00	556	483.72	779	677
55	0	0.87	0	0	256	256	222.72	359	312.33	0	0	615	535
60	1,092	1	1092	81	116	197	197.00	0	0.00	167	167	364	
65	0	1	0	0	2	2	2.00	0	0.00	0	0	2	
70	938	1.2	1125.6	103	102	205	246.00	75	90.00	59	70.8	339	40
80	452	1.33	601.16	21	57	78	103.74	41	54.53	19	25.27	138	183
90	232	1.47	341.04	0	0	0	0.00	0	0.00	0	0	0	
100	166	1.66	275.56	0	0	0	0.00	0	0.00	0	0	0	
Custom Lots	209	1.66	346.94	0	0	0	0.00	0	0.00	0	0	0	
Apartments	215	0.95	204.25	0	0	0	0.00	0	0.00	0	0	0	
Condos	96	0.6	57.6	0	0	0	0.00	0	0.00	0	0	0	
Townhomes	369	0.62	228.78	ů 0	ő	ő	0.00	664	411.68	0	ů 0	664	411
Villas	0	0.85	0	0	0	0	0.00	0	0	0	0	0	
Total Residential:	4,500		4,875	469	1,064	1,533	1,385.99	1,718	1,276.36	1,788	1,477.17	5,039	4,139
Office	100,000	.18/1,000	18										
Retail	300,000	.25/1,000	75										
Commercial	100,000	.10/1,000	10										
Churches	2	2/Church	4										

(a) Historical Refernce

П

	Total ERUs	% ERUs
Rivers Edge CDD	1,385.99	33.48%
Rivers Edge II CDD	1,276.36	30.83%
Rivers Edge III CDD	1,477.17	35.68%
Total	4,139.52	100.00%

Prepared By Governmental Management Services, LLC

#### EXHIBIT B



#### COSTS REDUCED BY 20% FROM CURRENT ESTIMATES

		FY 2020 Proposed <u>Budget</u>
Rivers Edge :		
Landscaping Master		\$770,270
Additional Landscaping		\$955,440
	Total	\$1,725,710
Rivers Edge II:		
Landscaping Master		\$129,289
Additional Landscaping		\$602,712
	Total	\$732,001
Rivers Edge III:		
Landscaping Master		\$238,445
Additional Landscaping		\$747,036
	Total	\$985,481
	Total CDD 1,2 3	\$3,443,191

(a) Assumes establishment of Rivers Edge III- Mattamy of Jacksonville, LLC as responsible for Rivers Edge III cost share.

Allocation o	of Landscaping Costs	REI,II & III		
	Total ERUs	<u>% ERUs</u>	Cost Share <u>RE, RE2 &amp; 3</u>	Amounts Due to/(From)
Rivers Edge CDD	1,385.99	33.48%	\$1,152,846	\$572,864
Rivers Edge 2 CDD	1,276.36	30.83%	\$1,061,657	-\$329,656
Rivers Edge 3 CDD	1,477.17	35.68%	\$1,228,688	-\$243,207
Total	4,139.52	100.00%	\$3,443,191	\$0

#### EXHIBIT C

Rivers Edge CDD I, I & III Cost Share of Amenities FY 2020 Budget

	FY 2020	
	Adopted	
	Budget	
Rivers Edge :		
Amenity Center Budget - Riverhouse	\$785,302	
Special events - revenue	-\$7,000	To recognize revenues retained by CDD
	\$778,302	
Rivers Edge II :		
Total Field Operations- Budget	\$1,339,675	
Less Adjustments:		
Cost Share - landscaping	-\$471,820	To adjust for cost share
Cost Share - amenities	-\$13,847	To adjust for cost share
Landscape Maintenance	-\$156,295	To reduce allocation since these costs are included in cost share
landscape replacements	-\$500	To reduce allocation since these costs are included in cost share
Field Operations mgmt	-\$31,673	To reduce allocation since these costs are included in cost share
Café costs	-\$218,690	Adjust for costs to be bourne soley by RE II
Special events - revenue	-\$7,000	To recognize revenues retained by CDD
Net Amenity Costs River Club	\$439,850	
Total Amenity Costs RE 1 & 2	\$1,218,152	
Rivers Edge III - Estimated Amenity Costs	\$300,000	
Total Amenity Costs REI,II & III	\$1,518,152	

Allocation of C	urrent and Futu	re Amenity C	osts RE 1,2 & 3	
	<u>Total ERUs</u>	<u>% ERUs</u>	Cost Share <u>RE, RE2 &amp; 3</u>	Amounts Due (From) / To Cost Share <u>RE, RE2 &amp; 3</u>
Rivers Edge CDD	1,385.99	33.48%	\$508,306	\$269,996
Rivers Edge 2 CDD	1,276.36	30.83%	\$468,100	-\$28,250
Rivers Edge 3 CDD	1,477.17	35.68%	\$541,746	-\$241,746
Total	4,139.52	100.00%	\$1,518,152	\$0

ELEVENTH ORDER OF BUSINESS

PREPARED BY AND RETURN TO:

Lauren Gentry, Esquire HOPPING GREEN & SAMS, P.A. 119 South Monroe Street, Suite 300 Tallahassee, FL 32301

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this \_\_\_\_\_ day of October, 2019, by **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, with an address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811, hereinafter called Grantor, to the **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under Chapter 190, Florida Statutes, with an address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092, hereinafter called Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

#### WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee's successors and assigns, forever, the land lying and being in the County of St. Johns, State of Florida, as more particularly described below (hereinafter, the "Property"):

#### TRACTS L-1, L-2, AND L-3 (LANDSCAPING, SIGNAGE, AND OPEN SPACE), TRACT SWMF-1 (STORMWATER MANAGEMENT FACILITY, AND TRACT C-1 (CONSERVATION TRACT) OF PRESERVES AT RIVERTOWN (FKA RIVERTOWN PHASE 2A), ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 95, PAGES 74 THROUGH 79, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

**TOGETHER WITH** all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to or accruing to the benefit of the Property;

**TO HAVE AND TO HOLD** the Property, with the said tenements, hereditaments and appurtenances to or accruing to the benefit of the Property, unto the Grantee, its heirs, successors and assigns, in fee simple forever.

This conveyance is made subject to (i) all applicable laws (including zoning, building ordinances and land use regulations) and (ii) all easements, restrictions, covenants, agreements, conditions, and other matters of record (however reference thereto shall not serve to re-impose the same) (collectively, "Permitted Exceptions").

THIS IS A CONVEYANCE OF PROPERTY TO A COMMUNITY DEVELOPMENT DISTRICT FOR PUBLIC PURPOSES. NO CONSIDERATION HAS BEEN DELIVERED FOR THIS TRANSFER; THEREFORE, ONLY MINIMUM DOCUMENTARY STAMP TAXES ARE DUE. Grantor warrants that Grantor has complied with the provisions of Section 196.295, Florida Statutes.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that Grantor will warrant and defend the Property against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. Reference to the Permitted Exceptions shall not serve to reimpose any of the same.

Signed, sealed and delivered in the presence of:

#### MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

#### Witnesses:

(Signature) Name: (Signature) Name: Clifford L. Nelson Title: Vice President

(Signature) Name: \_\_\_\_\_

#### STATE OF FLORIDA COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 2019, by Clifford L. Nelson as Vice President of Mattamy Jacksonville LLC, a Delaware limited liability company, for and on behalf of said entity. He [] is personally known to me or [] produced \_\_\_\_\_\_ as identification.

(SEAL)

Signature of Notary Public

Name of Notary Public (Typed, Printed or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced: \_\_\_\_\_

TWELFTH ORDER OF BUSINESS



## Landscape Maintenance Proposal

Property Name: RiverTown - Rivers Edge CDD Northlake - Phase 3 (23-3)

<u>Services</u>	Frequency	Amount
Full Service Maintenance	38	\$3,983.72
Detail- Shrub and Beds	12	\$826.32
Irrigation Management	12	\$539.88
Chemical/Fertilization Program - St. Augustine Turf	6	\$1,599.96
Shrub, Tree, and Palm Fertilization Program	2	\$466.66
Sabal Palm Pruning	1	\$227.99
MONTHLY IN	NVESTMENT	<u>\$637.05</u>
ANNUAL II	NVESTMENT	<u>\$7,644.53</u>
ANNUAL II <u>Optional Services</u>	NVESTMENT <u>Frequency</u>	<u>\$7,644.53</u> <u>Amount</u>
<u>Optional Services</u>	<u>Frequency</u>	<u>Amount</u>

THIRTEENTH ORDER OF BUSINESS

#### **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT POLICY RELATING TO BOARD MEMBER VACANCY APPOINTMENTS**

**SECTION 1. INTRODUCTION.** Section 190.006, Florida Statutes, provides that if, during the term of office of a Board Supervisor, a vacancy occurs, the remaining members of the Board shall fill the vacancy by an appointment for the remainder of the unexpired term. This Policy Relating to Board Member Vacancy Appointments (the "Policy") provides a formal procedure for the Board of Supervisors (the "Board") of Rivers Edge Community Development District (the "District") to fill a vacancy on the Board.

## SECTION 2. DEFINITIONS.

- A. *Applicant*. Per Florida law, a person, age 18 or over, that is a resident of the State of Florida, of the District, and registered to vote in St. Johns County that desires to be appointed to the Vacant Seat (hereafter defined) and who submits his or her qualifications to the District during the specified time period for the purpose of being appointed to a Vacant Seat.
- **B.** *Vacant Seat.* An open seat on the Board, the availability of which results from a Board member who previously held the seat resigning or otherwise vacating such seat, with the term for the seat having commenced but not yet expired.
- **C.** *Vacant Seat Appointment Meeting*. The first scheduled Board meeting that occurs after the completion of a twenty-one (21) day publication and notice period that announces the Vacant Seat.

**SECTION 3. NOTICE OF VACANT SEAT.** Upon the occurrence of a Vacant Seat, the District will, within one week, publish notice of the Vacant Seat (the "Notice"). The Notice shall be published on the District's website, in a minimum of two e-mail blasts, preferably three, at least one week apart on the District's social media site(s), and posted in the District's facilities at locations where information is typically posted. The Notice shall contain a minimum of the following information: a general announcement regarding the Vacant Seat, including the term remaining for the Vacant Seat; the minimum legal qualifications of an Applicant (18 or over, a resident of the State of Florida, of the District Manager via electronic mail and hard copy, with the District Manager's e-mail, mailing and contact information, and the due date of such qualifications, which due date shall be by 5:00 p.m. on the twenty-first day following the date of publication on the website and in the e-mail blast, whichever is later; that interested Applicants should submit a resume and letter of interest; the time and date of the Vacant Seat Appointment Meeting and encouraging Applicants to attend such Vacant Seat Appointment Meeting for purposes of presenting their qualifications; and that the Board is expected to appoint at the Vacant Seat Appointment Meeting.

**SECTION 4. VACANT SEAT APPOINTMENT MEETING.** At the Vacant Seat Appointment Meeting, there shall be included an agenda item for consideration of appointment to fill the Vacant Seat. The Board shall first accept the resignation of the vacating Supervisor and declare the seat vacant pursuant to Florida law, which may occur at the Vacant Seat Appointment Meeting. At the Vacant Seat Appointment Meeting, the Board shall review each Applicant's resume, if any, and view each Applicant's presentation regarding qualifications, if any, for the purpose of evaluating the qualifications of each Applicant. Following the evaluation of each Applicant by the Board and

during the Vacant Seat Appointment Meeting, the Board shall appoint an Applicant or another individual who is not an Applicant, as set forth in Section 7, to the Vacant Seat. Any appointment must be consistent with Florida law.

**SECTION 5. TERM.** Pursuant to Section 190.006(4), *Florida Statutes*, the term on the Board for the Applicant or individual who is appointed to the Vacant Seat at the Vacant Seat Appointment Meeting shall be for the remainder of the unexpired term of the previous Board member who held the Vacant Seat prior to the appointment of the Applicant or individual to the Vacant Seat.

**SECTION 6. INTERPRETATION.** Nothing herein shall be interpreted or construed as limiting the Board's ability to make an appointment to the Vacant Seat pursuant to Florida law. Furthermore, the Policy shall be interpreted broadly so as to ensure compliance with the requirements of Chapter 190, *Florida Statutes*.

**SECTION 7. LACK OF APPLICANTS.** A lack of Applicants shall not interfere with or impair the Board's ability to make an appointment to the Vacant Seat. In the event that the Board receives one or few Applicants, or if the Board, in its sole and absolute discretion, determines it is in the District's best interest to do so, the Board may appoint an individual who is not an Applicant to the Vacant Seat.

**SECTION 8. TIE VOTE BY BOARD.** In the event of a tie vote by the Board to appoint an Applicant, the Board may elect to do one or more of the following: (1) defer appointment to later in the Vacant Seat Appointment Meeting and take a re-vote, (2) continue the Vacant Seat Appointment Meeting for not to exceed two weeks to allow for further review of the Board of the Applicants, or (3) defer consideration until the next regularly scheduled Board meeting. However, in no event should the Board exceed ninety (90) days from declaring the seat vacant to make an appointment to the Vacant Seat.

**SECTION 9. SEVERABILITY.** If any section, paragraph, clause or provision of this Policy shall be held to be invalid or ineffective for any reason, the remainder of this Policy shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Policy would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

FOURTEENTH ORDER OF BUSINESS

D.

# RIVERTOWN

## RECDD I General Manager Report

## Date of report: **10/16/19**

Submitted by: Jason Davidson

#### **RiverHouse update /Board action required:**

We were able to obtain a quote for adding pickleball courts to our existing basketball court in the North Lake. Option one is with (2)  $2' \times 2' \times 3'$  concrete net post footers with post sleeves. The second is for a portable net and post system. If these costs are considerable and you would like additional quotes, we will be sure to bring them to the next meeting.

Vendor	Model	Warranty	Cost	Installation		
		2 years from install date. This will cover		50% Deposit required upon		
Sports Surface LLC	Pickleball Court	against defects in workmanship or	\$6,900.00	acceptance of proposal. Other 50%		
		materials		due upon completion of work		
Sports Surface LLC	Pickleball Court	2 years from install date. This will cover		50% Deposit required upon		
		against defects in workmanship or	\$4,400.00	acceptance of proposal. Other 50%		
		materials		due upon completion of work		

#### Usage:

	October	November	December	January	February	March	April '19	May	June	July	August	September	Total
Pool	449	84	89	15	235	654	1037	4444	4059	4707	3016	2569	21358
Tennis	4	14	30	40	78	90	72	149	94	115	115	189	990
Gym	437	303	621	667	774	835	1894	875	693	1482	1140	852	10573
RiverHouse	71	352	655	120	200	505	637	685	450	500	440	445	5060
Total Usage	961	753	1395	842	1287	2084	395	6153	5296	6804	4711	4055	34736
												FY 18 Total	72717

#### **EVENTS UPDATE:**

#### **Magical School Year Celebration**

375 residents participated. Residents enjoyed a free ice cream sundae bar "while supplies lasted" and then stayed for a magic show! Both adults and kids alike participated in the magic show.











## **Chill Out Sunday**

110 residents participated. The steel drum band The Conch Fritters played poolside to create that island vibe. Residents felt like they were on vacation!







#### **Adult Pool Party**

48 residents attended. Flamingo themed adult pool party. Event cost \$334 to run and a profit of \$146 was made for the CDD. Unfortunately, the weather didn't cooperate for lounging in the pool, however the DJ ran adult themed games and there was dancing!









#### Waterslide Races

32 residents participated. Kids were organized into three different age categories. All kids went down the slide three times. We took their best time. Top three finishers in each age category were able to choose from our prize bucket. Kids had great fun and parents were happy it kept them entertained for awhile on a hot afternoon!







#### **Dive-In Movie**

150 residents participated. The Secret Life of Pets 2 was shown poolside at the RiverClub. Residents were happy because it was a brand-new release!





#### North of FL 40 Concert

107 residents participated. Residents paid \$10 cover charge. All residents 21+ received a free 12 oz. draft beer with purchase. The RiverClub was closed starting at 6:30pm to those who did not attend. Food trucks were relocated to the RiverHouse to accommodate (those that did participate). After the band's expense the CDD made \$470. Residents loved the music and got a kick out the band name—translation they are all over 40!







#### **Jaguars vs Chiefs**

10 residents participated. Package included round trip transportation to and from the stadium as well as unlimited food/drink and tickets to the game.

#### Adult Trivia

71 residents participated. Event was held at the RiverCafé. Residents paid \$10 per person. After the DJ and prizes were paid out the CDD earned \$235. Our residents love trivia! They came to play! Our next one will be in November!





#### Women's Self Defense Workshop

14 residents participated. Women and teens learned self defense moves to help them stay protected.

**Resident Testimonial:** 

#### Hey Marcy

Just want to send you a quick note to thank you for organizing the class today. It was informative and fun. We learned so much and had lots of laughter as well. Bill is easy to understand is good with middle aged women and teenagers!

I was just wondering if we can bring him in to do a weekly Tae Kwon Do class on Saturday? He said he can do a mixed class for kids and adults. Not sure if you think this will appeal to the residents here?

Thanks Veron







### **Garden Presentation**

12 residents participated. Mrs. Green Thumb from Ace Hardware came on site to discuss how to plant fall/winter crops. Residents commented on how thorough she was with her instructions.



### Luau

250 residents participated. Residents enjoyed a performance by Prince Pele's Polynesian Revue. This was rescheduled from Labor Day weekend due to Hurricane Dorian. Residents enjoyed authentic island dances as well as limbo and hula hoop contests!

**Resident Testimonial:** 

Thank you Marcy, it was a fun event!!

-Christina Sullivan









## **Tailgate Party**

150 residents participated. Residents enjoyed inflatable games, live music and a cornhole tournament. The cornhole tournament had 16 teams participate. After prizes the CDD took in \$198. Residents commented on how fun the tournament was and loved the live music!









# **Soccer Shots**

Soccer Shots began September 16<sup>th</sup> for a 10-week program. The CDD will receive 15% of registration revenue. A copy of the contract is attached.

**October Events:** Food Truck Friday, Garage Sale, Hip Hop Workshop, Kids Acting Workshop, Under the Bus Concert, Kids Painting Class, Fall Festival and Adult Only Halloween Party.

**November Events:** Food Truck Friday, Hip Hop Workshop, Christmas Wreath Workshop, Teen Glow Party, Jacksonville Symphony Woodwinds Quartet, Frozen Movie Night, Adult Trivia and Holiday Hoe Down.

**ACTION ITEMS:** Resurfacing of the Tennis Courts



7011 Wilson Rd. West Palm Beach Fl. 33413 561-964-2001 1 Fax: 561-964-5009 www.sportsurfaces.com

March 22, 2019 Rivertown 140 Landing St Saint Johns, FL 32259

Mr. Davidson,

Thank you for the opportunity to bid on the conversion of a half basketball court to a multipurpose court with permanent pickleball and basketball.

Here at Sports Surfaces we believe that the key to successful business is having the right product/service at the right time, offering the best quality for the lowest price. We are continually striving to be the most innovative, creative, service minded company in the tennis industry.

We have over 100 years of combined experience and our highly skilled technicians are trained to perform all phases of athletic court construction, resurfacing and maintenance.

Sports Surfaces has installed top quality athletic courts right in your neighborhood and all over the world. Our Company has a long list of satisfied customers ranging from private clubs to large public facilities.

In addition, we carry a full line of sport court equipment, accessories and lighting products

Please let us know if you have any questions or comments. For more detailed information about our services and products, please visit our web page at **www.sportsurfaces.com** 

We look forward to hearing from you and the possibility of doing business with you. Our reputation and work history guarantee you have made the right decision.

Sincerely,

.Theo Strauss

Estimator - Sport surfaces LLC



7011 Wilson Rd. West Palm Beach Fl. 33413 561-964-2001 1 Fax: 561-964-5009 www.sportsurfaces.com

# **PROPOSAL/AGREEMENT**

March 22, 2019 CUSTOMER Rivertown 140 Landing St Saint Johns, FL 32259

Agreement made between Sports Surfaces LLC hereinafter called the Contractor, and Rivertown, hereinafter called the Customer, for the conversion of a half basketball court to a multipurpose court with permanent pickleball and basketball with respect to the following terms and specifications:

## PICKLEBALL COURT FOOTER:

The Contractor will saw cut existing asphalt and remove rock and fill for footer installation. The Contractor will supply and install (2)  $2' \times 2' \times 3'$  concrete net post footers with post sleeves.

# **PICKLEBALL COURT PREPARATION:**

The Contractor will clean and power blow court as necessary to remove loose dirt, mildew and oil. The Contractor will sand the exiting basketball lines to prepare for new color coating and game lines.

# **PICKLEBALL COURT SURFACING and STRIPING:**

The Contractor will apply (2) Coats of Acrylic color coating to provide in depth color and texture over court surface.

The Contractor will accurately locate and mark playing lines on the court surface.

The Contractor will apply striping tape using taping machine for pinpoint accuracy.

The Contractor will seal the tape to eliminate bleeding of line paint onto the court surface outside of the playing lines.

The Contractor will paint 2" wide pickleball playing lines in accordance with USAPA regulations.

The Contractor will paint 2" wide basketball playing lines in accordance with high school regulations for half court. **Colors TBD** 

## **PICKLEBALL EQUIPMENT:**

The Contractor will supply and install (1) pairs of new Edward's Pickleball net posts set in sleeves. The Contractor will supply and install (1) new Edward's pickleball nets meeting USAPA specifications.

## **CONDITIONS:**

The Customer will furnish stable access to site for equipment and material and provide a clean water supply and electrical feed at job site within 100' for construction use. The Contractor accepts no responsibility for acts by anyone at job site except for those sub-contracted or employed by Sports Surfaces LLC. Re-mobilization fee: If production is halted due to circumstances beyond our control, permit issues, or failure to receive progress payments a \$500 re-mobilization fee shall be charged to pay for crew down time, gas and expenses. The owner shall be responsible for seeing that all landscaping, grass, and shrubs outside the court perimeter be lower than the court surface to aid in proper drainage. The Customer shall keep all sprinkler systems off during resurfacing work and for 1 day following the completion of work. Damage due to sprinkler system are billed as additional expense to Customer. The Contractor is not responsible for underground that is not marked. Note: court must have a minimum of 1% slope in one plane in to guarantee removal of water.



7011 Wilson Rd. West Palm Beach Fl. 33413 561-964-2001 1 Fax: 561-964-5009 www.sportsurfaces.com

March 22, 2019 Rivertown 140 Landing St Saint Johns, FL 32259

### **GUARANTEE:**

The Contractor guarantees all work against defects in workmanship or materials for a period of (2) years from date of completion. This guarantee excludes Normal wear and tear, physical abuse or neglect and any other conditions beyond the contractor's control, such as sub-base settling, cracks, hydrostatic pressure or water vapor pressure bubbles, intrusion of weeds or grass, etc. Existing cracks may reappear. Proper tennis shoes must be worn on court. Some sneakers, street shoes, dark soled shoes, skateboards, roller blades, etc. will scuff and damage surface. Guarantee shall become void upon owner's failure to adhere and comply with the payment schedule.

## **CREDIT:**

If the Customer does not pay as agreed upon, the Contractor shall have the right to file a lien against the real estate for any completed work. No further work shall be accomplished if installment payments are not made at the time specified. Interest of  $1\frac{1}{2}$ % per month will be charged on accounts past due.

## **PROVISIONS:**

The Customer agrees to pay a 50% due upon acceptance of proposal The Customer agrees to balance upon completion of the above-proposed work.

### FEE

The Contractor agrees to provide tools, materials, labor, supervision and insurance to complete the above work for a sum of: \*\*\*\*SIX THOUSAND NINE HUNDRED DOLLARS (\$6.900.00)\*\*\*\*

### **OPTIONS:** Alternate deduction – Please initial to accept

Option I: The Contractor will provide the customer with a portable pickleball net and post system with powder coated steel frame, heavy duty nylon net, and 4" locking wheels for easy maneuverability. Deduct \$2.500.00

Title Estimator

Theo Strauss - Sports Surfaces LLC.

Proposal accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_

\*Prices are subject to change after thirty days or upon site inspection. Our bid prices are based upon you providing adequate access and storage









# Date of report: 10/16/2019

Submitted by: Zach Davidson

# <u>RiverHouse:</u>

- Women's bathroom sinks with low water flow, cleaned aerator and solenoids, sinks are back up and running.
- Leaking auto fill for the family pool has been rebuilt and in working condition.
- Loose toilet in women's room has been reattached and caulked for a better seal.
- Two pool lights in lap pool that had detached from wall have been reset back in with new brackets.
- Broken fan under pavilion on pool has been replaced.
- Four basketball nets have been replaced.

# **RiverClub:**

- Loose handrail on handicap rail has been reset, concreted back in and is in working condition.
- Missing pin on kayak launch has been repaired and in working condition.
- Broken Sloan sink sensor head was ordered and replace, sink is in working condition.
- Broken lock on pool pump room door has been replaced

# Common areas:

- Cracked concrete pad near ADA pad has been repaired in Homestead.
- Springer ride at playground has been reattached and is in working condition.

# Landscape Report:

# **Completed:**

- 1. All Bermuda, Zoysia and St. Augustine has been treated with insect control, weed control and pre-emerge.
- 2. All beds have been treated with 14-14-14 fertilizer with pre emerge.
- 3. OBT roundabout beds have been upgraded with new plant material.
- 4. Over 30 stumps have been grinded at the RiverFront Park.

# In Progress:

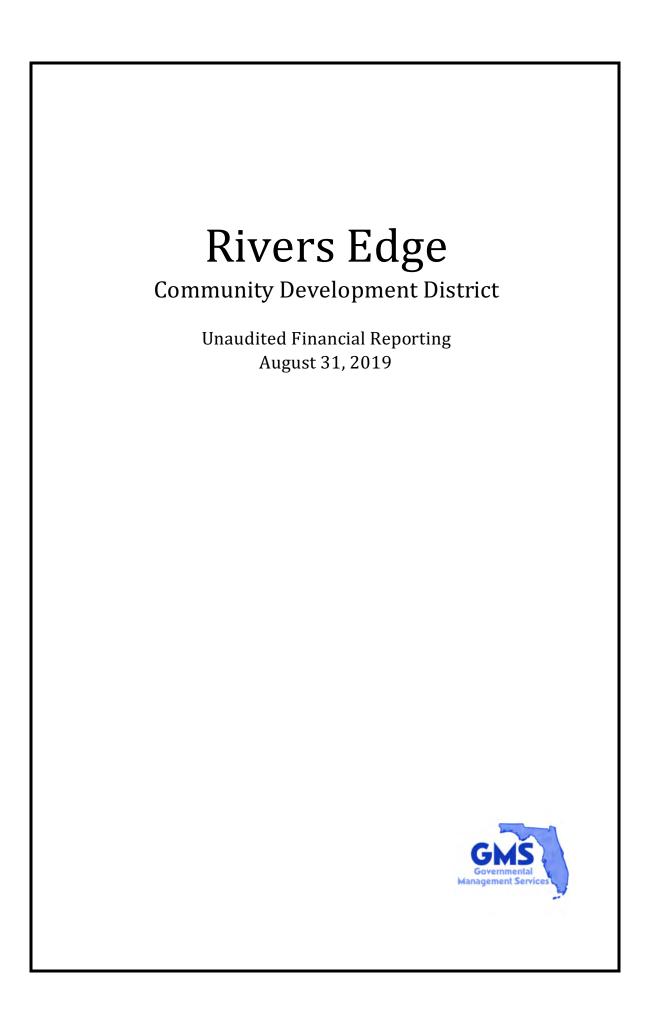
- 1. Mowing services starting 10/1/19 will begin our Bi-weekly mowing for St. Augustine, Zoysia and Bermuda turf species.
- 2. Jasmine beds at the Gardens will be replaced with new sod and plant material 10/15/19.
- 3. All annual beds are scheduled to be replaced on 10/16/19.

Should you have any comments or questions feel free to contact me directly. zdavidson@vestapropertyservices.com



SIXTEENTH ORDER OF BUSINESS

A.



# **Community Development District**

# **Combined Balance Sheet**

# As of August 31, 2019

	Gove	rnmental Fund Ty	<u>pes</u>		Totals	
		Debt	Capital	Capital	(Memorandum Only)	
	General	Service	Projects	Reserve	2019	
Assets:						
Cash	\$82,083			\$12,728	\$94,811	
Investments:						
Custody	\$162,667				\$162,667	
Due from Developer					\$0	
Due from Rivers Edge II	\$204,515				\$204,515	
Due from Other	\$14,551				\$14,551	
Due from DS 2018		\$858			\$858	
Utilities Deposit	\$7,241				\$7,241	
Prepaid Expenses	\$4,953				\$4,953	
<u>Series 2016</u>						
Reserve		\$215,641			\$215,641	
Revenue		\$281,522			\$281,522	
Prepayment		\$6			\$6	
Construction			\$52		\$52	
<u>Series 2018</u>						
Reserve		\$117,511			\$117,511	
Revenue		\$2,250			\$2,250	
Capitalized Interest		\$194,974			\$194,974	
Construction			\$3,670		\$3,670	
<u>Series 2018A-1/2018A-2</u>						
Revenue		\$133,490			\$133,490	
Excess Revenue		\$303			\$303	
Prepayment		\$39,130			\$39,130	
Construction					\$0	
Reserve 2018A-1		\$68,919			\$68,919	
Reserve 2018A-2		\$92,242			\$92,242	
Capitalized Interest 2018A-1		\$0			\$0	
Capitalized Interest 2018A-2		\$0			\$0	
		4 -			+ -	
<b>Total Assets</b>	\$476,009	\$1,146,846	\$3,722	\$12,728	\$1,639,306	
Liabilities:						
Accounts Payable	\$22,088				\$22,088	
Accrued Expenses	\$6,605				\$6,605	
Fica Payable	\$92				\$92	
Due to DS 2018A		\$858			\$858	
Fund Balances:						
Restricted for Debt Service		\$1,145,988			\$1,145,988	
Restricted for Capital Projects			\$3,722	\$12,728	\$16,450	
Nonspendable	\$18,434				\$24,675	
Unassigned	\$422,548				\$422,548	
Total Liabilities and Fund Equity	\$476,009	\$1,146,846	\$3,722	\$12,728	\$1,639,306	

# **Rivers Edge** Community Development District

Statement of Revenues & Expenditures

For The Period Ending August 31, 2019

Description	AMENDED BUDGET	PRORATED BUDGET 8/31/19	ACTUAL 8/31/19	VARIANCE	
<b>A</b>		, ,			
Assessments - Roll	\$777,387	\$777,387	\$781,112	\$3,726	
Assessments - Direct	\$918,438	\$918,438	\$918,438	(\$0)	
Misc Income/Interest	\$4,000	\$3,667	\$17,021	\$13,354	
Rental Revenue	\$5,000	\$4,583	\$17,903	\$13,320	
Developer Cost Share - Mattamy (Roads/Stormwater)	\$404,276	\$404,276	\$404,276	\$0	
Community Garden	\$2,000	\$1,833	\$400	(\$1,433)	
Total Income	\$2,111,101	\$2,110,184	\$2,139,150	\$28,966	
Expenditures					
Administrative					
Supervisor Fees	\$9,600	\$8,800	\$6,600	\$2,200	
FICA Expense	\$735	\$674	\$566	\$108	
Engineering (Prosser)	\$20,000	\$18,333	\$10,819	\$7,515	
Assessment Roll	\$4,500	\$4,500	\$4,500	\$0	
Attorney	\$30,000	\$27,500	\$44,228	(\$16,728)	
Annual Audit	\$5,200	\$5,200	\$4,500	\$700	
Trustee Fees	\$9,200	\$4,614	\$6,155	(\$1,541)	
Dissemination	\$5,500	\$5,042	\$5,792	(\$750)	
Arbitrage	\$1,200	\$1,100	\$600	\$500	
Management Fees	\$45,000	\$41,250	\$41,250	\$0	
Information Technology	\$2,500	\$2,292	\$4,042	(\$1,750)	
Telephone	\$100	\$92	\$229	(\$137)	
Postage	\$1,000	\$917	\$1,911	(\$995)	
Printing & Binding	\$2,500	\$2,292	\$3,704	(\$1,412)	
Insurance	\$8,100	\$8,100	\$8,038	\$62	
Legal Advertising	\$3,000	\$2,750	\$1,187	\$1,563	
Other Current Charges	\$1,000	\$917	\$546	\$371	
Office Supplies	\$200	\$183	\$197	(\$14)	
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0	
Total Administrative Expenses	\$149,510	\$134,729	\$145,037	(\$10,307)	
Grounds Maintenance					
Field Operations Management	\$30,750	\$28,188	\$27,591	\$596	
Landscape Maintenance	\$860,775	\$789,044	\$588,210	\$200,834	
Landscape Reserves	\$20,000	\$18,333	\$10,424	\$200,834 \$7,909	
Irrigation Repairs and Maintenance	\$20,000	\$7,792	\$10,424 \$10,841	(\$3,049)	
Lakes, Vegetation and Algae Control	\$56,340	\$51,645	\$52,100	(\$455)	
Irrigation Water Use	\$240,000	\$220,000	\$277,896	(\$57,896)	
Electric				(\$12,900)	
	\$28,000 \$7500	\$25,667 \$6.975	\$38,567 \$22,075		
Street Lighting & Signage Repairs and Replacements	\$7,500	\$6,875	\$32,975	(\$26,100)	
Street and Drainage Maintenance Other Repairs and Maintenance	\$5,000 \$7,500	\$4,583 \$6,875	\$0 \$21,745	\$4,583 (\$14,870)	
Total Grounds Maintenance Expenses	\$1,264,365	\$1,159,001	\$1,060,350	\$98,652	

# **Rivers Edge** Community Development District

Statement of Revenues & Expenditures

For The Period Ending August 31, 2019

		PRORATED		
	AMENDED	BUDGET	ACTUAL	
Description	BUDGET	8/31/19	8/31/19	VARIANCE
Amenity Center				
General Manager / Lifestyle Director (Vesta)	\$62,250	\$57,063	\$56,051	\$1,011
Lifeguards/Pool Attendants (Vesta)	\$32,712	\$29,986	\$49,210	(\$19,224)
Hospitality Staff (Vesta)	\$55,890	\$51,233	\$38,281	\$12,952
Security Monitoring	\$2,208	\$2,024	\$3,221	(\$1,197)
Security Guards	\$60,000	\$55,000	\$60,021	(\$5,021)
Telephone	\$8,600	\$7,883	\$8,382	(\$498)
Insurance	\$34,500	\$34,500	\$33,466	\$1,034
General Facility Maint/Common Grounds Maint	\$59,833	\$54,847	\$38,797	\$16,050
Pool Maintenance	\$27,337	\$25,059	\$31,243	(\$6,184)
Pool Chemicals	\$11,136	\$10,208	\$560	\$9,648
Janitorial Services/Supplies	\$22,788	\$20,889	\$15,789	\$5,100
Window Cleaning	\$2,767	\$2,536	\$778	\$1,758
Propane Gas	\$650	\$596	\$1,760	(\$1,165)
Electric	\$25,000	\$22,917	\$23,523	(\$606)
wer/Water/Irrigation	\$36,755	\$33,692	\$46,031	(\$12,339)
Repair and Replacements	\$32,000	\$29,333	\$76,194 \$8,971	(\$46,861)
Refuse	\$7,900	\$7,242		(\$1,730)
Pest Control	\$5,840	\$5,353	\$4,445	\$908
Facility Preventative Maintenance	\$2,680	\$2,457	\$0	\$2,457
Access Cards	\$2,000	\$1,833	\$3,938	(\$2,104)
License/Permits	\$1,800	\$1,650	\$1,585	\$65
Other Current	\$1,500	\$1,375	\$2,517	(\$1,142)
Special Events	\$54,330	\$49,803	\$17,278	\$32,524
Landscape Replacements	\$750	\$688	\$0	\$688
Office Supplies/Postage	\$1,500	\$1,375	\$2,515	(\$1,140)
Capital Expenditure	\$7,500	\$6,875	\$4,285	\$2,590
General Reserve	\$135,000	\$123,750	\$0	\$123,750
Community Garden	\$2,000	\$1,833	\$0	\$1,833
Total Amenity Center Expenses	\$697,226	\$641,999	\$528,841	\$113,158
Total Expenses	\$2,111,101	\$1,935,729	\$1,734,228	\$201,502
Excess Revenues (Expenditures)	\$0		\$404,923	
Fund Balance - Beginning	\$0		\$36,060	
Fund Balance - Ending	\$0		\$440,982	

# **Community Development District**

Debt Service Fund - Series 2016

Statement of Revenues & Expenditures For The Period Ending August 31, 2019

		PRORATED		
	ADOPTED	BUDGET	ACTUAL	
Description	BUDGET	8/31/19	8/31/19	VARIANCE
Revenues:				
Assessment - Tax Roll	\$243,959	\$243,959	\$245,302	\$1,343
Assessment - Direct	\$468,019	\$468,019	\$468,019	\$0
Interest Income	\$1,000	\$917	\$11,003	\$10,086
Total Revenues	\$712,978	\$712,895	\$724,324	\$11,430
Expenditures				
Series 2016				
Interest 11/1	\$268,640	\$268,640	\$268,640	\$0
Special Call 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest 5/1	\$268,640	\$268,640	\$268,510	\$130
Principal 5/1	\$175,000	\$175,000	\$175,000	\$0
Special Call 5/1	\$0	\$0	\$5,000	(\$5,000)
Total Expenditures	\$712,280	\$712,280	\$722,150	(\$9,870)
Excess Revenues (Expenditures)	\$698	\$615	\$2,174	\$1,560
Other Sources (Uses):				
Interfund Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
Total Other Sources (Uses)	\$0	\$0	\$0	\$0
Net Change in Fund Balance	\$698	\$615	\$2,174	\$1,560
Fund Balance - Beginning	\$275,152		\$494,995	
Fund Balance - Ending	\$275,850		\$497,169	

Reserve	\$215,641
Interest	\$0
Revenue	\$281,522
Prepayment	\$6
Assessment Recivable	\$0
-	\$497,169
=	

# **Rivers Edge** Community Development District Debt Service Fund - Series 2018

Statement of Revenues & Expenditures For The Period Ending August 31, 2019

	ADOPTED	BUDGET	ACTUAL	
Description	BUDGET	8/31/19	8/31/19	VARIANCE
Revenues:				
Assessment - Direct	\$470,032	\$470,032	\$0	(\$470,032)
Interest Income	\$1,000	\$917	\$10,410	\$9,494
Total Revenues	\$471,032	\$470,948	\$10,410	(\$460,538)
Expenditures				
<u>Series 2018</u>				
Interest 11/1	\$166,162	\$166,162	\$166,162	\$0
Interest 5/1	\$182,373	\$182,373	\$182,373	\$0
Principal 5/1	\$0	\$0	\$0	\$0
Total Expenditures	\$348,535	\$348,535	\$348,534	\$0
Excess Revenues (Expenditures)	\$122,497	\$122,414	(\$338,124)	(\$460,538)
Other Sources (Uses):				
Interfund Transfer In (Out)	\$0	\$0	\$297	\$297
Other Debt Service Costs	\$0	\$0	\$0	\$0
Total Other Sources (Uses)	\$0	\$0	\$297	\$297
Net Change in Fund Balance	\$122,497	\$122,414	(\$337,826)	(\$460,241)
Fund Balance - Beginning	\$0		\$651,704	
Fund Balance - Ending	\$122,497		\$313,878	
		Reserve	\$117,511	
		Revenue	\$2,250	
	(	Capitalized Interest	\$194,974	

Due to DS 2018A

(\$858) \$313,878

# Community Development District Debt Service Fund - Series 2018A-1/2018A-2

Statement of Revenues & Expenditures

For The Period Ending August 31, 2019

		PRORATED			
	ADOPTED	BUDGET	ACTUAL	WARMAN	
Description	BUDGET	8/31/19	8/31/19	VARIANCE	
Revenues:					
Assessment -Tax Roll	\$458,741	\$458,741	\$453,201	(\$5,541)	
Assessment -Direct	\$0	\$0	\$5,767	\$5,767	
Assessment- Prepayment	\$0	\$0	\$51,535	\$51,535	
Interest Income	\$1,000	\$917	\$7,639	\$6,722	
Total Revenues	\$459,741	\$459,658	\$518,142	\$58,483	
Expenditures					
<u>Series 2018A-1</u>					
Interest 11/1	\$16,751	\$16,751	\$16,751	\$0	
Interest 5/1	\$62,740	\$62,740	\$62,740	\$0	
Principal 5/1	\$150,000	\$150,000	\$150,000	\$0	
Special Call 5/1	\$0	\$0	\$65,000	(\$65,000)	
<u>Series 2018A-2</u>					
Interest 11/1	\$14,817	\$14,817	\$14,817	\$0	
Interest 5/1	\$55,638	\$55,638	\$55,638	\$0	
Principal 5/1	\$75,000	\$75,000	\$75,000	\$0	
Special Call 5/1	\$0	\$0	\$40,000	(\$40,000)	
Total Expenditures	\$374,946	\$374,946	\$479,946	(\$105,000)	
Excess Revenues (Expenditures)	\$84,796	\$84,713	\$38,196	\$163,483	
Other Sources (Uses):					
Interfund Transfer In (Out)	\$0	\$0	\$102,803	\$102,803	
Transfer Out Escrow Agent	\$0	\$0	\$0	\$0	
Other Debt Service Costs	\$0	\$0	\$0	\$0	
Total Other Sources (Uses)	\$0	\$0	\$102,803	\$102,803	
Net Change in Fund Balance	\$84,796	\$84,713	\$140,999	\$266,286	
Frend Dalaman Daringing	\$0		¢102042		
Fund Balance - Beginning	\$U		\$193,943		
Fund Balance - Ending	\$84,796		\$334,941		
		Revenue	\$133,490		
		Prepayment	\$303		
		Prepayment	\$39,130		
		\$68,919			
		\$92,242			
	Capitalize	\$0			
	Capitalize	\$0			

Due from DS 2018

\$858 \$334,941

# **Community Development District**

**Capital Projects Fund - Series 2016** 

Statement of Revenues & Expenditures For The Period Ending August 31, 2019

SERIES 2016
\$11
\$0
\$5,436
\$5,447
\$5,436
\$0
\$5,436
\$11
\$0
\$41
\$52

# **Community Development District**

**Capital Projects Fund - Series 2018** 

Statement of Revenues & Expenditures

For The Period Ending August 31, 2019

Description	SERIES 2018
Revenues:	
Interest Income	\$79
Bond Proceeds	\$0
Total Revenues	\$79
Expenditures:	
Capital Outlay	\$0
Total Expenditures	\$0
Excess Revenues (Expenditures)	\$79
Other Sources(Uses):	
Interfund Transfer In (Out)	\$6
Total Other	\$6
Net Change in Fund Balance	\$85
Fund Balance - Beginning	\$3,585
Fund Balance - Ending	\$3,670

Community Development District

Capital Projects Fund - Series 2018A-1/2018A-2

Statement of Revenues & Expenditures

For The Period Ending August 31, 2019

Description	SERIES 2018A-1/2018A-2
Revenues:	
Interest Income	\$59
Total Revenues	\$59
Expenditures:	
Capital Outlay	\$3,750
Total Expenditures	\$3,750
Excess Revenues (Expenditures)	(\$3,691)
Other Sources(Uses):	
Interfund Transfer In (Out)	(\$8,084)
TotalOther	(\$8,084)
Net Change in Fund Balance	(\$11,776)
Fund Balance - Beginning	\$11,776
Fund Balance - Ending	\$0

# Community Development District

# **Capital Reserve Funds**

Statement of Revenues & Expenditures For The Period Ending August 31, 2019

		PRORATED		
	ADOPTED	BUDGET	ACTUAL	
Description	BUDGET	8/31/19	8/31/19	VARIANCE
Revenues:				
Capital Reserve Funding - Transfer In	\$0	\$0	\$0	\$0
Total Revenues	\$0	\$0	\$0	\$0
Expenditures				
Other Current Charges	\$0	\$0	\$306	(\$306)
Capital Outlay	\$0	\$0	\$0	\$0
Repair and Replacements	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$306	(\$306)
Excess Revenues (Expenditures)	\$0		(\$306)	
Fund Balance - Beginning	\$0		\$13,035	
Fund Balance - Ending	\$0		\$12,728	

### Rivers Edge Community Development District General Fund Month By Month Income Statement

Fiscal Year 2019

	October	November	December	January	February	March	April	May	Iune	July	August	September	Total
Revenues:	0000001	Horember	becomber	Junuary	rebruary	1-tur en		nuy	June	July	nugubt	beptember	Total
Assessments - Roll	\$0	\$48,393	\$368,686	\$297,416	\$22,089	\$26,768	\$4,195	\$0	\$13,279	\$287	\$0		\$781,112
Assessments - Direct	\$459,219	\$0	\$229,610	\$229,610	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$918,438
Misc Income/Interest	\$117	\$0	\$0	\$11,510	\$832	\$1,122	\$1,312	\$859	\$575	\$390	\$303		\$17,021
Rental Revenue	-\$115	\$1,348	\$785	\$125	\$2,557	\$3,355	\$266	\$4,400	\$0	\$2,905	\$2,277		\$17,903
Developer Cost Share - Mattamy (Roads/Stormwater)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$269,517	\$134,759	\$0	\$0		\$404,276
Community Garden	\$0	\$0	\$0	\$0	\$200	\$0	\$200	\$0	\$0	\$0	\$0	\$0	\$400
Total Income	\$459,221	\$49,741	\$599,080	\$538,660	\$25,678	\$31,245	\$5,973	\$274,776	\$148,613	\$3,582	\$2,580	\$0	\$2,139,150
<u>Expenditures</u>													
Administrative													
Supervisor Fees	\$400	\$400	\$600	\$0	\$600	\$600	\$1,000	\$800	\$600	\$800	\$800	\$0	\$6,600
FICA Expense	\$31	\$92	\$46	\$0	\$46	\$46	\$77	\$61	\$46	\$61	\$61	\$0	\$566
Engineering Fees	\$2,155	\$521	\$571	\$82	\$0	\$1,305	\$0	\$301	\$1,663	\$2,127	\$2,093		\$10,819
Assessment Roll	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500		\$4,500
Attorney Fees	\$2,495	\$3,293	\$2,243	\$2,885	\$3,265	\$4,561	\$3,707	\$4,464	\$6,312	\$5,003	\$6,000	\$0	\$44,228
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500		\$4,500
Trustee Fees	\$250	\$4,364	\$0	\$0	\$0	\$0	\$0	\$0	\$1,541	\$0	\$0		\$6,155
Dissemination	\$558	\$458	\$458	\$458	\$458	\$508	\$1,058	\$458	\$458	\$458	\$458		\$5,792
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600		\$600
Management Fees - GMS	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750		\$41,250
Computer Time	\$208	\$208	\$208	\$208	\$1,958	\$208	\$208	\$208	\$208	\$208	\$208		\$4,042
Telephone	\$52	\$0	\$11	\$16	\$14	\$0	\$40	\$17	\$29	\$11	\$40		\$229
Postage	\$133	\$155	\$124	\$117	\$160	\$153	\$122	\$199	\$152	\$430	\$167		\$1,911
Printing & Binding	\$1,050	\$254	\$199	\$111	\$139	\$299	\$127	\$130	\$148	\$742	\$506		\$3,704
Insurance	\$8,038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$8,038
Legal Advertising	-\$516	\$76	\$81	\$81	\$81	\$76	\$85	\$283	\$0	\$76	\$863		\$1,187
Other Current Charges	\$41	\$121	\$50	\$0	\$64	\$125	\$33	\$27	\$0	\$24	\$61		\$546
Office Supplies	\$22	\$22	\$16	\$16	\$17	\$16	\$16	\$23	\$16	\$16	\$16		\$197
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative Expenses	\$18,843	\$13,715	\$8,358	\$7,724	\$10,552	\$11,649	\$10,223	\$10,721	\$14,924	\$13,707	\$24,622	\$0	\$145,037
Grounds Maintenance													
Field Operations Management	\$2,585	\$2,585	\$2,585	\$1,741	\$2,585	\$2,585	\$2,585	\$2,585	\$2,585	\$2,585	\$2,585	\$0	\$27,591
Landscape Maintenance	\$61,419	\$91,159	\$71,136	\$38,973	\$41,676	\$50,749	\$43,349	\$48,719	\$51,669	\$44,681	\$44,681	\$0	\$588,210
Landscape Reserve	\$1,700	\$720	\$1,650	\$0	\$0	\$0	\$1,175	\$1,850	\$0	\$499	\$2,830	\$0	\$10,424
Irrigation Maintenance and Repairs	\$0	\$1,129	\$724	\$0	\$843	\$2,347	\$1,795	\$1,424	\$0	\$759	\$1,819	\$0	\$10,841
Lakes, Vegetation and Algae Control	\$5,892	\$6,280	\$2,605	\$5,505	\$4,180	\$5,328	\$4,873	\$4,228	\$4,228	\$4,753	\$4,228	\$0	\$52,100
Irrigation Water Use	\$18,559	\$25,308	\$22,308	\$16,096	\$11,296	\$6,570	\$10,393	\$22,116	\$32,252	\$71,694	\$41,304	\$0	\$277,896
Electric (Streetlights and Pumps)	\$3,040	\$3,032	\$3,194	\$3,629	\$3,741	\$3,532	\$3,435	\$3,444	\$3,848	\$3,791	\$3,881	\$0	\$38,567
Street Lighting & Signage Repairs & Replacements	\$1,281	\$2,502	\$18,295	\$555	\$2,035	\$462	\$5,156	\$560	\$0	\$0	\$2,129		\$32,975
Street and Drainage Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Other Repairs & Maintenance	\$17,945	\$0	\$0	\$3,379	\$0	\$0	\$0	\$0	\$0	\$0	\$421	\$0	\$21,745
Total Grounds Maintenance Expenses	\$112,422	\$132,714	\$122,497	\$69,878	\$66,356	\$71,573	\$72,760	\$84,926	\$94,582	\$128,763	\$103,879	\$0	\$1,060,350

### Rivers Edge Community Development District General Fund Month By Month Income Statement

Fiscal Year 2019

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	October	November	December	January	February	March	April	Мау	June	July	August	September	Total
Amenity Center													
General Manager / Lifestyle Director (Vesta)	\$5,248	\$5,248	\$5,248	\$3,496	\$5,248	\$5,248	\$5,248	\$5,248	\$5,320	\$5,248	\$5,248	\$0	\$56,051
Lifeguards/Pool Attendants (Vesta)	\$1,071	\$1,071	\$1,071	\$682	\$1,071	\$4,790	\$7,939	\$5,999	\$10,057	\$8,943	\$6,514	\$0	\$49,210
Hospitality Staff (Vesta)	\$3,586	\$3,586	\$3,586	\$2,418	\$3,586	\$3,586	\$3,586	\$3,586	\$3,586	\$3,586	\$3,586		\$38,281
Security Monitoring	\$433	\$409	\$292	\$184	\$184	\$694	\$184	\$184	\$289	\$184	\$184	\$0	\$3,221
Security Guards	\$7,516	\$4,844	\$4,818	\$5,052	\$5,027	\$4,975	\$7,481	\$5,099	\$5,033	\$5,130	\$5,046	\$0	\$60,021
Telephone	\$755	\$743	\$743	\$758	\$768	\$768	\$768	\$765	\$766	\$766	\$780	\$0	\$8,382
Insurance	\$33,466	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,466
General Facility Maint/Common Grounds Maint	\$3,812	\$3,812	\$3,812	\$2,579	\$1,906	\$3,812	\$3,812	\$3,812	\$3,812	\$3,812	\$3,812	\$0	\$38,797
Pool Maintenance	\$2,583	\$2,583	\$2,583	\$2,068	\$2,721	\$2,652	\$3,210	\$3,210	\$3,210	\$3,210	\$3,210	\$0	\$31,243
Pool Chemicals	\$0	\$0	\$32	\$0	\$0	\$0	\$0	\$0	\$355	\$0	\$173	\$0	\$560
Janitorial Services/Supplies	\$1,483	\$1,483	\$1,483	\$963	\$1,483	\$1,483	\$1,483	\$1,483	\$1,483	\$1,483	\$1,483	\$0	\$15,789
Window Cleaning	\$0	\$0	\$0	\$778	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$778
Propane Gas	\$284	\$677	\$95	\$115	\$116	\$118	\$134	\$84	\$24	\$53	\$59	\$0	\$1,760
Electric	\$2,121	\$1,876	\$2,197	\$2,097	\$2,053	\$2,072	\$2,022	\$2,125	\$2,402	\$2,244	\$2,312	\$0	\$23,523
Sewer/Water/Irrigation	\$4,592	\$4,841	\$4,254	\$3,187	\$1,723	\$2,245	\$3,000	\$3,720	\$4,900	\$8,625	\$4,944	\$0	\$46,031
Repair and Replacements	\$4,599	\$9,427	\$12,308	\$4,350	\$8,327	\$11,453	\$2,446	\$7,161	\$2,098	\$2,683	\$11,344	\$0	\$76,194
Refuse	\$776	\$343	\$1,696	\$629	\$423	\$492	\$847	\$941	\$944	\$944	\$938	\$0	\$8,971
Pest Control	\$475	\$475	\$175	\$775	\$475	\$175	\$475	\$175	\$275	\$400	\$570	\$0	\$4,445
Facility Preventative Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$1,575	\$0	\$0	\$0	\$0	\$0	\$788	\$0	\$1,575	\$0	\$0	\$0	\$3,938
License/Permits	\$0	\$0	\$0	\$277	\$358	\$0	\$0	\$0	\$700	\$0	\$250	\$0	\$1,585
Other Current	\$198	\$233	\$218	\$234	\$140	\$228	\$179	\$175	\$352	\$273	\$286	\$0	\$2,517
Special Events	\$2,390	\$5,148	\$8,290	-\$333	\$342	\$1,541	-\$651	\$398	\$296	\$93	-\$237	\$0	\$17,278
Landscape Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies/Postage	\$0	\$573	\$7	\$152	\$412	\$240	\$233	\$35	\$326	\$250	\$286	\$0	\$2,515
Capital Expenditure	\$0	\$0	\$0	\$4,285	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,285
General Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Community Garden	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Amenity Center Expenses	\$76,964	\$47,374	\$52,908	\$34,747	\$36,366	\$46,573	\$43,185	\$44,203	\$47,804	\$47,928	\$50,791	\$0	\$528,841
Total Expenses	\$208,228	\$193,803	\$183,762	\$112,349	\$113,273	\$129,795	\$126,168	\$139,849	\$157,310	\$190,397	\$179,292	\$0	\$1,734,228
Excess Revenues/Expenses	\$250,993	(\$144,062)	\$415,318	\$426,311	(\$87,596)	(\$98,549)	(\$120,195)	\$134,927	(\$8,697)	(\$186,815)	(\$176,712)	\$0	\$404,923

# **Rivers Edge Community Development District** Tri-Party Funding Requests

Funding Request #	Date of Request	Check Date Received Developer	Requested Tri-Party Funding Landscape	Requested Funding Amenity	Total Funding Request FY 19	Total Funding Request FY 20	Balance (Due From Developer)/ Due To
69	10/9/19		\$44,681.36	\$75,066.37	\$2,956.23	\$116,791.50	\$119,747.73
Due from Dev	veloper		\$44,681.36	\$75,066.37	\$2,956.23	\$116,791.50	\$119,747.73

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### **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT** SUMMARY OF FISCAL YEAR 2019 ASSESSMENTS 10/1/18 - 9/30/19

				ASSESSED					RECEI	VED		
		SERIES 2018A1-2	SERIES 2016	SERIES 2018								BALANCE DUE /
		DEBT INVOICED	DEBT INVOICED	DEBT INVOICED		TOTAL NVOICED	SERIES 2018A1-2	SERIES 2016	SERIES 2018			(DISCOUNTS NOT
ASSESSED TO	# UNITS	NET	NET	NET	FY19 O&M	NET	DEBT PAID	DEBT PAID	DEBT PAID	O&M PAID	TOTAL PAID	TAKEN)
MATTAMY - BULK (1)	853	7,689.40	468,019.38	-	918,438.33	1,394,147.11	7,689.40	468,019.38	-	918,438.33	1,394,147.11	-
TOTAL DIRECT BILLS	853	7,689.40	468,019.38	-	918,438.33	1,394,147.11	7,689.40	468,019.38	-	918,438.33	1,394,147.11	-
NET REVENUE TAX ROLL	688	451,038.79	244,131.99	-	777,386.67	1,472,557.45	453,200.58	245,302.09	-	781,112.62	1,479,615.29	(7,057.84)
TOTAL REVENUE	1,541	458,728.19	712,151.37	-	1,695,825.00	2,866,704.56	460,889.98	713,321.47	-	1,699,550.95	2,873,762.40	(7,057.84)
DIRECT BILL PERCENT COLLECTED		0.00%	100.00%	0.00%	100.00%	100.00%						
TAX ROLL PERCENT COLLECTED		100.48%	100.48%	0.00%	100.48%	100.48%						
TOTAL PERCENT COLLECTED		100.47%	100.16%	0.00%	100.22%	100.25%						

(1) Developer is on a payment plan for undeveloped land. Debt service assessments - 50% due December 1, 2018, 25% due February 1, 2019 and 25% due May 1, 2019 Operations and maintenance assessments – 50% on October 31, 2018, 25% on November 30, 2018 and 25% on December 31, 2018

	SUMMARY OF TAX ROLL RECEIPTS							
			SERIES 2018A1-2	SERIES 2016	SERIES 2018			
ST JOHNS COUNT DIST.	DATE	AMOUNT	DEBT	DEBT	DEBT	0&M		
1	11/7/2018	2,801.97	858.23	464.53	-	1,479.21		
2	11/19/2008	33,148.69	10,153.32	5,495.65	-	17,499.72		
3	11/27/2018	55,717.27	17,065.99	9,237.24	-	29,414.04		
4	12/13/2018	214,374.56	65,662.12	35,540.68	-	113,171.77		
5	12/27/2018	484,004.90	148,248.87	80,242.08	-	255,513.94		
INTEREST	1/10/2019	219.16	67.13	36.33	-	115.70		
6	1/28/2019	563,157.75	172,493.09	93,364.66	-	297,300.00		
7	2/25/2019	41,841.45	12,815.88	6,936.80	-	22,088.77		
8	3/19/2019	50,705.20	15,530.81	8,406.30	-	26,768.09		
INTEREST	4/11/2019	2,649.81	811.63	439.31	-	1,398.88		
9	4/24/2019	5,296.91	1,622.42	878.16	-	2,796.32		
TAX CERTIFICATES	6/19/2019	13,925.84	4,265.43	2,308.73	-	7,351.67		
10 (MAY RECEIPTS)	6/24/2019	11,227.19	3,438.85	1,861.33	-	5,927.01		
INTEREST	7/16/2019	544.59	166.81	90.29	-	287.50		
			-	-	-	-		
			-	-	-	-		
TOTAL TAX ROLL RECEIPTS		1,479,615.29	453,200.58	245,302.09	-	781,112.62		



# **Rivers Edge** Community Development District

# Check Run Summary

September 30, 2019

Fund	Date	Check No.		Amount
General Fund				
Payroll				
		Sub-Total	\$	-
Accounts Payable	9/18/19 9/27/19	3555-3578 3579-3596	\$ \$	79,836.06 63,602.73
		Sub-Total	\$	143,438.79
Capital Fund Accounts Payable			\$	-
		Sub-Total	\$	-
Total			\$	143,438.79

\*Fedex invoices provided upon request

AP300R *** CHECK DATES	YEAR-TO-DATE 09/01/2019 - 09/30/2019 *** R B	ACCOUNTS PAYABLE PREPAID/COMPUT IVERS EDGE - GENERAL ANK A RIVERS EDGE GENERAL	ER CHECK REGISTER	RUN 10/09/19	PAGE 1
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/18/19 00077	9/10/19 28641 201908 320-57200- AUG STORMWATER INSPECTION		*	2,100.00	
		AEROSTARSES LLC			2,100.00 003555
9/18/19 00020	9/01/19 36798 201909 320-57200- SEP LAKE MAINTENANCE	46800	*	2,128.00	
		CHARLES AQUATICS, INC			2,128.00 003556
9/18/19 00152	8/31/19 84042918 201908 330-57200- FIRST AID SUPPLIES	45700	*	217.28	
		CINTAS CORPORATION			217.28 003557
9/18/19 00257	8/28/19 28117 201908 330-57200 INSPECTION OF BACKFLOW	45700	*	40.00	
		DOLPHIN BACKFLOW, INC.			40.00 003558
9/18/19 00257	8/28/19 288118 201908 330-57200-	45700		40.00	
	INSPECTION OF BACKFLOW	DOLPHIN BACKFLOW, INC.			40.00 003559
9/18/19 00257	8/29/19 3217 201908 330-57200-			842.40	
	REPLACED WILKINS	DOLPHIN BACKFLOW, INC.			842.40 003560
9/18/19 00001	8/27/19 67190749 201908 310-51300-				
	AUG FEDEX POSTAGE				135 80 003561
	9/01/19 202 201909 310-51300-			3,750.00	
9/18/19 00003	SEP MANAGEMENT FEES			-,	
	9/01/19 202 201909 310-51300- SEP INFORMATION TECH		*	208.33	
	9/01/19 202 201909 310-51300- SEP DISSEMINATION SERVICE		*	458.33	
	9/01/19 202 201909 310-51300-	51000	*	15.84	
	OFFICE SUPPLIES 9/01/19 202 201909 310-51300-	42000	*	22.26	
	POSTAGE 9/01/19 202 201909 310-51300-	42500	*	277.65	
	COPIES 9/01/19 202 201909 310-51300-	41000	*	17.06	
	TELEPHONE	GOVERNMENTAL MANAGEMENT SERVI	CES		4,749.47 003562
9/18/19 00241	8/30/19 410824/3 201908 330-57200-			55.95	
	MAINTENANCE SUPPLIES	HAGAN ACE HARDWARE			55.95 003563

AP300R *** CHECK DATES 09/01	YEAR-TO-DATE 2 /2019 - 09/30/2019 *** R: B2	ACCOUNTS PAYABLE PREPAID/COMPUT IVERS EDGE - GENERAL ANK A RIVERS EDGE GENERAL	ER CHECK REGISTER	RUN 10/09/19	PAGE 2
CHECK VEND# DATE DAT	INVOICEEXPENSED TO E INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/18/19 00241 8/30	/19 410831/3 201908 330-57200-4 MAINTENANCE SUPPLIES	45700 HAGAN ACE HARDWARE	*	20.72	20.72 003564
9/18/19 00241 9/06	/19 410867/3 201909 330-57200- MAINTENANCE SUPPLIES	45700 HAGAN ACE HARDWARE		17.56	17.56 003565
9/18/19 00241 9/09	/19 410885/3 201909 330-57200-4 PINE STRAW	45700	*	29.94	
	/19 410893/3 201909 330-57200-4 MAINTENANCE SUPPLIES	15700		59.69	
	/19 S-6164 201908 330-57200-4 A/C REPAIR	HAGAN ACE HARDWARE 45700 HOWARD SERVICES, INC.		185.50	185.50 003568
	/19 13129558 201909 330-57200-4 SEP POOL MAINTENANCE /19 13129558 201909 330-57200-4	45200		1,395.34 50.00	
	XPC SYSTEM UPGRADE	POOLSURE			1,445.34 003569
-,,,,	SEP REFUSE-PARK	45800 REPUBLIC SERVICES #687		420.20	
9/18/19 00074 8/16	/19 687-9986 201909 330-57200-4 SEP REFUSE-CLUBHOUSE	45800	*	522.56	
9/18/19 00058 9/01	/19 1505 201909 330-57200-3 SEP CLUBHOUSE MONITORING			117.50	
	01/19 1505 201909 330-57200- SEP FITNESS CENTR MONITOR		*	27.50	
9/01	/19 1505 201909 330-57200-3 SEP PARK MONITORING	34500 SONITROL OF NORTH CENTRAL FLO	* RIDA	39.00	184.00 003572
9/18/19 00250 8/25	/19 16255224 201908 330-57200- STAPLES OFFICE SUPPLIES			251.01	
		STAPLES BUSINESS CREDIT			251.01 003573

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUT 09/01/2019 - 09/30/2019 *** RIVERS EDGE - GENERAL BANK A RIVERS EDGE GENERAL	ER CHECK REGISTER	RUN 10/09/19	PAGE 3
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	9/06/19 09062019 201908 330-57200-45400	*	23.76	
	AUG GAS TECO PEOPLES GAS			23.76 003574
9/18/19 00237	TECO PEOPLES GAS 8/31/19 1284 201908 320-57200-46000 AUG IRRIGATION REPAIRS			
	VERDEGO			1,798.88 003575
	9/09/19 1287A 201909 320-57200-46100 SEP LANDSCAPE MAINTENANCE	*	44,681.36	
	VERDEGO			44,681.36 003576
9/18/19 00155	7/31/19 359402 201907 320-57200-46000 PRIZES WATER SLIDE RACE	*	20.59	
	7/31/19 359402 201907 330-57200-45700	*	38.38	
	VALVE ASSEMBLY FOR TOILET 7/31/19 359402 201907 330-57200-45700	*	84.19	
	GAS FOR TRUCK 7/31/19 359402 201907 330-57200-45700	*	86.45	
	GAS FOR TRUCK 7/31/19 359402 201907 330-57200-45700	*	100.00	
	GAS/GAS CANS VESTA PROPERTY SERVICES, INC.			329.61 003577
9/18/19 00155	9/01/19 359773 201909 330-57200-34000	*	5,248.33	
	SEP GEN MANAG/LIFESTYLE 9/01/19 359773 201909 320-57200-46001	*	2,585.00	
	SEP FIELD OPS MANAGEMENT 9/01/19 359773 201909 330-57200-34400	*	3,586.28	
	SEP FACILITY STAFF 9/01/19 359773 201909 330-57200-34200	*	1,071.22	
	SEP GUEST SERVICES 9/01/19 359773 201909 330-57200-45200	*	1,765.00	
	SEP POOL MAINTENANCE 9/01/19 359773 201909 330-57200-46300	*	1,482.60	
	SEP JANITORIAL MAINT 9/01/19 359773 201909 330-57200-45100	*	3,812.40	
	SEP COMMON GROUNDS MAINT VESTA PROPERTY SERVICES, INC.			19,550.83 003578
9/27/19 00268	9/21/19 09212019 201909 320-57200-49400			
1, 1, 1, 1, 00100	SPECIAL EVENT GARDENERS BARBARA TURULL			
9/27/19 00103	9/15/19 14845635 201909 330-57200-50000 5G SPRING WATER		104.42	

AP300R *** CHECK DATES	YEAR-TO-DATE 2 09/01/2019 - 09/30/2019 *** R: B2	ACCOUNTS PAYABLE PREPAID/COMPUTER IVERS EDGE - GENERAL ANK A RIVERS EDGE GENERAL	CHECK REGISTER	RUN 10/09/19	PAGE 4
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	9/15/19 14845635 201909 330-57200-		*	169.90	
	5G SPRING WATER 9/15/19 14845635 201909 330-57200-		*	3.99	
	HOT/COLD COOLER RENTAL	CRYSTAL SPRINGS			278.31 003580
9/27/19 00238	9/18/19 14016880 201909 330-57200-4 JANITORIAL SUPPLIES	45700	*	164.13	
		DADE PAPER & BAG, LLC			164.13 003581
9/27/19 00021	9/13/19 9622 201909 300-15500-3 FY20 INSURANCE	10100	*	42,704.00	
		EGIS INSURANCE ADVISORS LLC			42,704.00 003582
9/27/19 00151	9/19/19 3074 201909 320-57200-4 PLACE BAHAI SOD		*	1,910.00	
		G&G EXCAVATION & CONSTRUCTION IN	NC.		1,910.00 003583
9/27/19 00071	9/27/19 00071 9/10/19 23458978 201909 330-57200-		*	1,948.18	
	8/26/19-9/8/19 SECURITY 9/10/19 23458978 201909 330-57200-3	34510	*	207.09	
	HOLIDAY 9/10/19 23458978 201909 330-57200-3 MILEAGE	34510	*	364.80	
		GIDDENS SECURITY CORPORATION			2,520.07 003584
9/27/19 00241	9/23/19 411024/3 201909 330-57200-4 MAINTENANCE SUPPLIES		*	53.18	
		HAGAN ACE HARDWARE			53.18 003585
9/27/19 00241	9/25/19 411068/3 201909 330-57200-4	45700		28.72	
	MAINTENANCE SUPPLIES	HAGAN ACE HARDWARE			28.72 003586
9/27/19 00006	9/16/19 109900 201908 310-51300-3	31500	*	5,907.50	
	AUG GENERAL COUNCEL	HOPPING GREEN & SAMS			5,907.50 003587
9/27/19 00006	9/16/19 109901 201908 310-51300-3	31500		92.00	
	AUG ROUNDABOUT LITIGATION	HOPPING GREEN & SAMS			92.00 003588
9/27/19 00154	9/11/19 C-2412 201909 330-57200-4			513.97	
	SEMI-ANNUAL INSPECTION	HOWARD SERVICES, INC.			513.97 003589

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CH 09/01/2019 - 09/30/2019 *** RIVERS EDGE - GENERAL BANK A RIVERS EDGE GENERAL	ECK REGISTER	RUN 10/09/19	PAGE 5
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/27/19 00055	9/16/19 42608 201908 310-51300-31100 AUG PROFESSIONAL SERVICES		4,892.54	
	AUG PROFESSIONAL SERVICES PROSSER INC			4,892.54 003590
9/27/19 00005	7/29/19 I0319880 201907 310-51300-48000 EV20 BUDGET PH	*	466.70	
	THE ST. AUGUSTINE RECORD			466.70 003591
	9/19/19 6075371 201909 330-57200-45900 SEP PEST CONTROL	*	175.00	
	TURNER PEST CONTROL			175.00 003592
9/27/19 00237	9/19/19 1327 201909 320-57200-46102	*	1,582.70	
	VERDEGO 9/24/19 1353 201909 320-57200-46102			1,582.70 003593
	SORRELL TREE REMOVAL			
	VERDEGO			1,200.00 003594
9/27/19 00155	8/31/19 360610 201908 330-57200-45700 CONCRETE PATCH	*	7.82	
	8/31/19 360610 201908 330-57200-45700 COLOR PIGMENT F/CONCRETE	*	9.99	
	8/31/19 360610 201908 330-57200-45700 CONCRETE PATCH	*	11.91	
	8/31/19 360610 201908 330-57200-45700 OIL STAIN REMOVER	*	12.97	
	8/31/19 360610 201908 330-57200-45700	*	15.00	
	CHLORINE FOR POOL 8/31/19 360610 201908 330-57200-51000 CONSTANT CONTACT	*	35.00	
	8/31/19 360610 201908 330-57200-45700	*	80.02	
	GAS 8/31/19 360610 201908 330-57200-45700 GAS	*	82.70	
	8/31/19 360610 201908 330-57200-45700	*	84.65	
	LATCH FOR TENNIS COURT 8/31/19 360610 201908 330-57200-45700 LIGHTS	*	89.44	
	8/31/19 360610 201908 330-57200-45700 GAS	*	89.71	
	8/31/19 360610 201908 330-57200-45700 CUSHION CLEANING	*	125.00	
	VESTA PROPERTY SERVICES, INC.			644.21 003595

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/CO *** CHECK DATES 09/01/2019 - 09/30/2019 *** RIVERS EDGE - GENERAL BANK A RIVERS EDGE GENERAL	MPUTER CHECK REGISTER R	UN 10/09/19	PAGE 6
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
9/27/19 00005 8/05/19 I0319809 201908 310-51300-48000 FY20 BUDGET PH THE ST. AUGUSTINE RECORD	*	396.70	396.70 003596
	FOR BANK A FOR REGISTER	143,465.79 143,465.79	



September 10, 2019 Invoice No. 28641 Project No. M3001.0147.13

Rivers NE Re 4500 S	avid Provost Edge CDD gional Office SR 13 nns, Florida 32259	DECENTED
RE:	Stormwater Inspection Services – August 2019 Rivertown St. Johns County, Florida	By
	Sum Services 2-4 Weekly Site Inspections – 4 weekly @ \$525.00/week	\$2,100.00
Total	Amount Due	\$2,100.00
Appro	ved by Project Manager:	1.32 · 572 · 468 7 7

### THANK YOU FOR YOUR BUSINESS!

TERMS: Total amount due on receipt of invoice. A finance charge equal to 18% per annum (1.5% per month) will be added to all balances over 30 days with a minimum late charge of \$15.00.

Charles Aquatics, Inc.

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

# Bill To

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

	Date		Invoice a	
	9/1/2019		36798	
	D	ue D	ate	
	10	)/1/2(	)19	
SEP 0 6 201	9			

Qty	Description	Rate	Amount
	1 Monthly Aquatic Management Services for 21 Ponds at River Town and 7 Ponds at CR244	2,128.00	2,128.00
	V-20 D		
	V-20 D 1,320,572.468		
is a pleasure doing l	Dusiness with you!	Balance Due \$2,12	

BV

# Invoice

Invoice #

			Invoice			
	0100198 01 M 11111111111111111111111111111111111	MMUNITY ASSC	CIAION		Invoice Date Credit Terms Customer #	NET 30 DAYS
<u>, 1980</u>	475 W TOWN PL ST AUGUSTINE			EP 0.5 2019		1•33• <i>5</i> 72 •457 152_
ocument #	Date PO#	Material #	Description	Quantity	Unit Price	Ext price Tax EPI
tore # RIV	ERS EDGE COM		TRICT, RIVERTOWN COMMUNI	TY ASSOC		
	IG STREET, ST J	OHNS, FL (0010	528780)			
40 LANDIN		0HNS, FL (0010 110	SERVICE	1.00 EA	\$0.0000	\$0.00
40 LANDIN 92-501466565	52 08/30/19	110	SERVICE ACKNOWLEDGEMENT		·	·
0 LANDIN 92-501466569 92-501466569	52 08/30/19 52 08/30/19	110 120	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED	1.00 EA	\$0.0000	\$0.00
0 LANDIN 92-501466569 92-501466569 92-501466569	52 08/30/19 52 08/30/19 52 08/30/19	110 120 130	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED EXPIRATION DATES CHECKED	1.00 EA 1.00 EA	\$0.0000 \$0.0000	\$0.00 \$0.00
40 LANDIN 192-501466563 192-501466563 192-501466563 192-501466563	52 08/30/19 52 08/30/19 52 08/30/19 52 08/30/19	110 120 130 160	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED EXPIRATION DATES CHECKED AED CHECKED (NO CHARGE)	1.00 EA 1.00 EA 1.00 EA	\$0.0000 \$0.0000 \$0.0000	\$0.00 \$0.00 \$0.00
40 LANDIN 92-501466564 92-501466564 92-501466564 92-501466564 92-501466564	52 08/30/19 52 08/30/19 52 08/30/19 52 08/30/19 52 08/30/19 52 08/30/19	110 120 130 160 400	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED EXPIRATION DATES CHECKED AED CHECKED (NO CHARGE) SERVICE CHARGE	1.00 EA 1.00 EA 1.00 EA 1.00 EA	\$0.0000 \$0.0000 \$0.0000 \$12.9500	\$0.00 \$0.00 \$0.00 \$12.95
40 LANDIN 92-501466563 92-501466563 92-501466563 92-501466563 92-501466563 92-501466563	52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19	110 120 130 160 400 12221	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED EXPIRATION DATES CHECKED AED CHECKED (NO CHARGE) SERVICE CHARGE LIQUID BANDAGE SMALL	1.00 EA 1.00 EA 1.00 EA 1.00 EA 1.00 BAG	\$0.0000 \$0.0000 \$0.0000 \$12.9500 \$13.5100	\$0.00 \$0.00 \$12.95 \$13.51
40 LANDIN 192-501466568 292-501466568 292-501466568 292-501466568 292-501466568 292-501466568 292-501466568	52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19	110 120 130 160 400 12221 55556	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED EXPIRATION DATES CHECKED AED CHECKED (NO CHARGE) SERVICE CHARGE LIQUID BANDAGE SMALL DISINFECTANT WIPE	1.00 EA 1.00 EA 1.00 EA 1.00 EA 1.00 BAG 1.00 EA	\$0.0000 \$0.0000 \$0.0000 \$12.9500 \$13.5100 \$8.5000	\$0.00 \$0.00 \$12.95 \$13.51 \$8.50
40 LANDIN 192-501466568 192-501466568 192-501466568 192-501466568 192-501466568 192-501466568 192-501466568 192-501466568	52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19	110 120 130 160 400 12221 55556 79191	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED EXPIRATION DATES CHECKED AED CHECKED (NO CHARGE) SERVICE CHARGE LIQUID BANDAGE SMALL DISINFECTANT WIPE MUCINEX SMALL	1.00 EA 1.00 EA 1.00 EA 1.00 EA 1.00 BAG 1.00 EA 1.00 BAG	\$0.0000 \$0.0000 \$12.9500 \$13.5100 \$8.5000 \$13.4600	\$0.00 \$0.00 \$12.95 \$13.51 \$8.50 \$13.46
40 LANDIN 92-501466563 92-501466563 92-501466563 92-501466563 92-501466563 92-501466563 92-501466563 92-501466563	52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19	110 120 130 160 400 12221 55556 79191 100639	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED EXPIRATION DATES CHECKED AED CHECKED (NO CHARGE) SERVICE CHARGE LIQUID BANDAGE SMALL DISINFECTANT WIPE MUCINEX SMALL HAND LOTION, SMALL	1.00 EA 1.00 EA 1.00 EA 1.00 EA 1.00 BAG 1.00 EA 1.00 BAG 2.00 BAG	\$0.0000 \$0.0000 \$12.9500 \$13.5100 \$8.5000 \$13.4600 \$7.5500	\$0.00 \$0.00 \$12.95 \$13.51 \$8.50 \$13.46 \$15.10
40 LANDIN 192-501466566 192-501466566 192-501466566 192-501466566 192-501466566 192-501466566 192-501466566 192-501466566 192-501466566	52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19	110 120 130 160 400 12221 55556 79191 100639 111389	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED EXPIRATION DATES CHECKED AED CHECKED (NO CHARGE) SERVICE CHARGE LIQUID BANDAGE SMALL DISINFECTANT WIPE MUCINEX SMALL HAND LOTION, SMALL ACETAMINOPHEN MED	1.00 EA 1.00 EA 1.00 EA 1.00 EA 1.00 BAG 1.00 EA 1.00 BAG 2.00 BAG 1.00 BOX	\$0.0000 \$0.0000 \$12.9500 \$13.5100 \$8.5000 \$13.4600 \$7.5500 \$16.6200	\$0.00 \$0.00 \$12.95 \$13.51 \$8.50 \$13.46 \$15.10 \$16.62
40 LANDIN 292-501466564 292-501466564 292-501466564 292-501466564 292-501466564 292-501466564 292-501466564 292-501466564 292-501466564	52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19           52         08/30/19	110 120 130 160 400 12221 55556 79191 100639	SERVICE ACKNOWLEDGEMENT CABINET ORGANIZED EXPIRATION DATES CHECKED AED CHECKED (NO CHARGE) SERVICE CHARGE LIQUID BANDAGE SMALL DISINFECTANT WIPE MUCINEX SMALL HAND LOTION, SMALL	1.00 EA 1.00 EA 1.00 EA 1.00 EA 1.00 BAG 1.00 EA 1.00 BAG 2.00 BAG	\$0.0000 \$0.0000 \$12.9500 \$13.5100 \$8.5000 \$13.4600 \$7.5500	\$0.00 \$0.00 \$12.95 \$13.51 \$8.50 \$13.46 \$15.10
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CINTAS CORPORATION 7700 BENT BRANCH DR STE 130

IRVING, TX 75063

READY FOR THE WORKDAY"

RIVERTOWN COMMUNITY ASSOCIAION RIVERS EDGE COMMUNITY DEVELOPMT DIS 475 W TOWN PL ST AUGUSTINE FL 32092-3649

Payer #	Due Date	Invoice #
10596960	10/05/2019	8404291882
		Total Amount Due
021728 2 1		\$217.28

### 8404291882 3 0000021728 2 1

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CINTAS P.O. BOX 740855 CINCINNATI OH 45274-0855 To ensure proper application of payment please remit this stub along with check in the return envelope provided.

Phone # (888) 994-2468 Fax # (972) 501-9102

**REMIT TO ADDRESS LISTED BELOW** 

9023-01-b1-0100198-0001-0000484



CINTAS CORPORATION 7700 BENT BRANCH DR STE 130 IRVING, TX 75063 Invoice # 8404291882 Invoice Date 08/31/2019

**Invoice Total** 

# Invoice

Document #	Date PO#	Material #	Description	Quantity	Unit Price	Ext price Tax EPU
0292-5014665653	08/30/19	43959	COMFORT DOT MED	1.00 BOX	\$9.9500	\$9.95
0292-5014665653	08/30/19	50030	ANTISEPTIC WIPES SMALL	1.00 BAG	\$6.0700	\$6.07
0292-5014665653	08/30/19	51030	HAND SANITIZER SMALL	1.00 BAG	\$7.4700	\$7.47
0292-5014665653	08/30/19	55556	DISINFECTANT WIPE	1.00 EA	\$8.5000	\$8.50
0292-5014665653	08/30/19	82630	ELASTIC ACETYPE BANDAGE 3"	1.00 ROL	\$7.3800	\$7.38
0292-5014665653	08/30/19	92019	COLD PACK, LARGE, 1/BOX	1.00 BOX	\$5.7200	\$5.72
0292-5014665653	08/30/19	100639	HAND LOTION, SMALL	1.00 BAG	\$7.5400	\$7.54
0292-5014665653	08/30/19	102435	LIPAID SMALL	1.00 BAG	\$7.8400	\$7.84
0292-5014665653	08/30/19	112439	SINUS RELIEF DUAL ACTN MD	1.00 BOX	\$22,1300	\$22.13
0292-5014665653	08/30/19	113629	HONEYLMN MNTHL COUGH DR MD	1.00 BOX	\$13.2500	\$13.25
0292-5014665653	08/30/19	122110	BAYER ASPIRIN SMALL	1.00 BAG	\$7.6800	\$7.68
0292-5014665653	08/30/19	130100	LUBRICANT EYE DROPS	1.00 PAC	\$12.6000	\$12.60
				Site Subtol	al	\$129.08
				Site Tax		\$0.00
				Site Total		\$129.08
				Invoice Su	btotal	\$217.28
				Invoice Tax	<b>K</b>	\$0.00
						• · · · · · ·



\$217.28

## Dolphin Backflow, Inc.

**Plumbing Contractor** 

P. O. Box 2591 Orange Park, FL 32067-2591 www.dolphinbackflow.com

# Invoice

Phone: (904) 269-5489 FAX (904) 215-6025

Plumbing CFC1428994 Underground Utilities: CUC 1224448 Fire Protection: FPC11-000004

BILL TO

RiverTown Communit 160 Riverglade Run St. Johns, 32259

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WE SEND INSPECTION REPORT TO UTILITY

DATE	INVOICE#
8/28/2019	28117

P.O, NO.	TERMS
	Due on receipt

# QUANTITY PRICE DESCRIPTION AMOUNT Inspection and Certification of Backflow Preventer at: 40.00 ] 40.00 Soccer Field, Sequoia Creek Trail St. Johns, FL 32259 Wilkins RP 2" Model 975XL2 SN:4611900 Meter# 85563403 Acet# (Not Provided) NOTE- We will need the JEA account number to submit the report for customer compliance. V-257 (D) 1,380, 572,457 EMAIL ADDRESS OR TEXT NUMBER NEEDED FOR CREDIT CARD RECEIPTS We Accept Visa, Mastercard, AMX, Discover \$40.00 BALAN... Billing Zip Code Credit Card # CVV Exp. Thank you for your continued business. \*Insulation not guaranteed to protect against all freeze damage.



J

Environmental Services Cross Connection Control 21 W. Church St. T-8 Jacksonville, FL 32202

# BACKFLOW PREVENTER TEST REPORT

	the second se							
Name of premises (company, person)				Owner or agent's name				
Soccer Field				Vesta Property Services				
Service addr	Service address 377-59				Mailing address			
· Sequ	joia Creek T	r1, st. Jo	ms FC					
	tion of device			Contac	t phone number			
At Meter	Corner of S.A	.13+50	T.					
	number (required)			Meter	number (required)			
	,	<i>2</i> .		85	563403			
Commercial	I test purpose	Annual	🗖 Repai	r	Replacement		New Installation	
Commercial		Fire Fire bypass	Is reclai		Process/Isolatio ater supplied ?		122 Potable 121 No	
Residential	test purpose 🗔 A	nnual	🗖 Repair		Replacement		New Installation	
Residential	service type 🗖 Pol	able 🗖 Irri	igation / Is re	eclaime	ed water supplied?	]Ye	s 🗖 No	
Device type	Manufacturer	Size	Model Nu	mber	Serial Number		Installation date	
AP	Wilkins	2.0"	975×	12	4611900			
		l °				- 1		
	Check valve #1	Check	valve #2	Diff	erential pressure relief valve		Pressure vacuum breaker	
TEOT	Check valve #1	Check	valve #2 ed tight psi	DD C	erential pressure			
TEST at	Check valve #1	Check	valve #2 ed tight psi		erential pressure relief valve Opened at <u>2.8</u> educed pressure		breaker Air inlet opened at psi	
TEST TEST FINAL TEST	Check valve #1	Check Close at 2.2 Leake Close at	valve #2 ed tight psi ed ed tight psi	DS re	erential pressure relief valve Opened at <u>2.8</u> educed pressure Did not open Opened at educed pressure		breaker Air inlet opened at psi  Did not open	
TEST TEST FINAL TEST	Check valve #1	Check Close at 2.2 Leake Close at	valve #2 ed tight psi ed ed tight psi	DS re	erential pressure relief valve Opened at <u>2.8</u> educed pressure Did not open Opened at educed pressure		breaker Air inlet opened at psi  Did not open	
TEST TEST FINAL TEST	Check valve #1	Check Close at 2.2 Leake Close at	valve #2 ed tight psi ed ed tight psi	DS re	erential pressure relief valve Opened at <u>2.8</u> educed pressure Did not open Opened at educed pressure		breaker Air inlet opened at psi  Did not open	
TEST TEST FINAL TEST	Check valve #1 Closed tight Closed tight Leaked Closed tight atpsi usual installation co	Check	valve #2 ed tight ed ed tight psi placement	DS reliant	erential pressure relief valve Opened at <u>2.8</u> educed pressure Did not open Opened at educed pressure		breaker Air inlet opened at psi  Did not open	
TEST at C	Check valve #1 Closed tight Closed tight Leaked Closed tight atpsi usual installation co	Check	ed tight psi ed ed tight psi placement Psi	t detail	erential pressure relief valve Opened at <u>2.8</u> Educed pressure Did not open Opened at Educed pressure s:		breaker Air inlet opened at psi JDid not open Satisfactory 	
TEST     ai       TEST     ai       FINAL     E       TEST     ai       Repairs/uni       Initial test perfor       Cocob       Repaired by       Final test perfor	Check valve #1	Check	ed tight psi ed ed tight ed tight placement ame BACK	t detail	erential pressure         relief valve         opened at <u>2.8</u> oduced pressure         Did not open         Opened at         oduced pressure         S:         BFDT certificate number         To3 -/8-//64//		breaker Air inlet opened at psi IDid not open Satisfactory Satisfactory	
TEST	Check valve #1	Check	valve #2 ed tight psi ed ed tight psi placement ame <u>Backf</u>	t detail	erential pressure relief valve Deened at <u>2, 8</u> aduced pressure Did not open Opened at educed pressure S:		breaker Air inlet opened at psi IDid not open Satisfactory Test Date OS-28-19 Repaired Date Test Date OS-28-19	

## **Dolphin Backflow**, Inc.

**Plumbing Contractor** 

P. O. Box 2591 Orange Park, FL 32067-2591 www.dolphinbackflow.com Phone: (904) 269-5489 FAX (904) 215-6025

Invoice

Plumbing CFC1428994 Underground Utilities: CUC 1224448 Fire Protection: FPC11-000004

BILL TO

Vesta Property Services, Inc Attn: Elizabeth Stillwell 245 Riverside Avenue Suite 250 Jacksonville, FL 32202



DATE	INVOICE#
8/28/2019	28118

P.O. NO.	TERMS
	Due on receipt

#### WE SEND INSPECTION REPORT TO UTILITY

	DESCRIP	TION		QUANTITY	PRICE	AMOUNT
Failed Inspection of Backflo Rivers Edge Community De Wilkins RP 2" Model 975XI Acet# 8885666288	v. 156 Landing Stree	et St. Johns, FL 3225 er# 70924484	9	1	40.00	40.00
Proposal #3217 is included	for replacement.					
1-22	57 D 1	, 380. 572.	457			
EMAIL ADDRESS OR TEXT NUM	BER NEEDED FOR CRI	EDIT CARD RECEIPTS				
	We Accept Visa,	Mastercard, AMX, DI	scover	,		
Credit Card #	Exp.	CVV	Billing Zip Code		BALAN	\$40.00
				<sup>سر</sup> يورو کې د مېرو کې د مېرو و کې د مېرو کې	<u>ا محمد المحمد المحم</u>	

\*Insulation not guaranteed to protect against all freeze damage.

# Dolphin Backflow, Inc.

Plumbing Contractor

#### Plumbing, Backflow Preventers

Inspections, Repairs, Replacements, Covers

P. O. Box 2591 Orange Park, FL 32067-2591

Phone: (904) 269-5489 Fax:(904) 215-6025 Email:dolphinbf@gmail.com

Vesta Property Services, Inc Attn: Elizabeth Stillwell 245 Riverside Avenue Suite 250 Jacksonville, FL 32202

## PROPOSAL

#### Plumbing CFC1428994

Underground Utilities: CUC 1224448

Fire Protection: FPC11-000004

DATE	PROPOSAL #
8/29/2019	3217

Rivers Edge Community Dev. 156 Landing Street St. Johns, FL 32259

Ship To

	•		
DESCRIPTION	QTY	COST	TOTAL
Isocation: Rivers Edge Community Dev.         156 Landing Street St. Johns, FL 32259         Replacement of Wilkins RP 2" Model         975XL SN:3417322 with a new Wilkins         RP 2" Model 975XL2 lead free backflow         preventer on existing risers. Includes         certification.         Meter# 70924484 Acct# 888566288         Image: Place	1 DECE Aug 3 By		842.40
A signed and dated copy of this estimate return serve as a work order.	ed to us will	TOTAL	\$842.40
	······		

Dolphin Backflow is not responsible for any work completed prior to our work begining, or material used or work done by any other contractor, nor are we responsible for any damage to buildings, their contents, landscape, fixtures, any paved areas, wires or lines, pipes, meters, etc that is not directly caused by the work we do.

#### SIGNATURE/ DATE

This Proposal is valid for 30 days.

Environmental Services Cross Connection Control 21 W. Church St. T-8 Jacksonville, FL 32202

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. .<sup>.</sup>.

# BACKFLOW PREVENTER TEST REPORT

A							
	nises (company, per	,	Owner or agent's name				
hivers tob	e Community De	Velopment Districto	Vesta Property Se	rvices			
Service addre	ess		Mailing address				
156 Lana	ding St, St. Joh	INSFL, 3225A					
Physical loca	tion of device	-	Contact phone number				
Front of	Prop. In Buske	S Near Bike hack					
JEA account	number (required)	۵٬۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰ - ۲۰۰۰	Meter number (required) Ver Field				
88854	5662-82	~	70924484				
Commercial	test purpose	Annual 🗖 Repa	ir 🔲 Replacement	New Installation			
Commercial		Fire Irrig Fire bypass Is recla	ation Process/Isolatio				
Residential t	test purpose 🔲 A	nnual 🔲 Repair	Replacement	New Installation			
Residential s	service type 🗔 Pol	able 🔲 Irrigation / Is i	reclaimed water supplied?	]Yes 🗖 No			
Device type	1	Size Model Nu	1	Installation date			
AP	Wilkins	2.0 975xl	34/7322				
	Check valve #1	Check valve #2	Differential pressure relief valve	Pressure vacuum breaker			
	NITIAL Closed tight						
INITIAL	Closed tight	Closed tight	CX Opened at 2.6	Air inlet opened at			
н тсет Ц	Closed tight	Closed tight	Did not open	Air inlet opened at			
TEST at	8.4 psi Leaked	at <u>FAIL</u> psi [X]] Leaked	Did not open	· · ·			
TEST at	<u>8.4</u> psi	at <u>FAIL</u> psi	Did not open Opened at	psi □_Did not open			
TEST at FINAL TEST	8.4 psi Leaked Closed tight atpsi	at <u>FAI</u> psi [X] Leaked Closed tight atpsi	Did not open Opened at bs reduced pressure	psi Did not open Satisfactory			
TEST at FINAL TEST	8.4 psi Leaked Closed tight atpsi usual installation co	at <u>FAI</u> psi [X] Leaked Closed tight atpsi nditions/replacement	Did not open Dopened at Ibs reduced pressure t details: <u>Recently Fail</u>	psi Did not open Satisfactory			
TEST at FINAL TEST	8.4 psi Leaked Closed tight atpsi usual installation co	at <u>FAI</u> psi [X] Leaked Closed tight atpsi	Did not open Dopened at Ibs reduced pressure t details: <u>Recently Fail</u>	psi Did not open Satisfactory			
TEST at FINAL TEST	8.4 psi Leaked Closed tight atpsi usual installation co	at <u>FAI</u> psi [X] Leaked Closed tight atpsi nditions/replacement	Did not open Dopened at Ibs reduced pressure t details: <u>Recently Fail</u>	psi Did not open Satisfactory			
TEST at FINAL TEST	8.4_psi Leaked Closed tight atpsi usual installation co <i>heccommence</i>	at <u>FAIL</u> psi [X] Leaked Closed tight atpsi Inditions/replacement full (e.bu)/d	Did not open Did not open Opened at Ibs reduced pressure t details: <u>hecently Fail</u> <u>Including Seats</u> BEDT certificate number	psi Did not open Satisfactory			
TEST at FINAL TEST	8.4_psi Leaked Closed tight atpsi usual installation co <i>heccommence</i>	at <u>FAIL</u> psi D Leaked Closed tight atpsi I Closed tight At	Did not open Did not open Opened at Ibs reduced pressure t details: <u>hecently Fail</u> <u>Including Seats</u> BEDT certificate number	psi Did not open Satisfactory red by Waynes in or replacement			
TEST at FINAL TEST Repairs/unu APri/.	8.4_psi Leaked Closed tight atpsi usual installation co <i>heccommence</i>	at <u>FAIL</u> psi DI Leaked Closed tight atpsi pnditions/replacement Full (Ebuild Company name DAIPNIN BACK Company name	Did not open Did not open Dopened at Ibs reduced pressure t details: <u>hecently fail</u> <i>Including Seats</i> BFDT certificate number BFDT certificate number BFDT certificate number	psi Did not open Satisfactory  Satisfactory     			
TEST at FINAL TEST Repairs/unu Aprij.	8. 4 psi Leaked Closed tight atpsi usual installation co <i>heccommence</i> med by Chuth.cr	at <u>FAIL</u> psi Di Leaked Closed tight atpsi I Closed tight atpsi I Closed tight psi I Closed tight psi I Closed tight psi I Closed tight I Closed tigh	Did not open Did not open Dopened at Ibs reduced pressure t details: <u>hecently fail</u> <i>Including Seats</i> BFDT certificate number BFDT certificate number BFDT certificate number				

### **Governmental Management Services, LLC**

# Invoice

1001 Bradford Way Kingston TN 37763

> Invoice #: 202 Invoice Date: 9/1/19 Due Date: 9/1/19 Case; P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - September 2019 <i>1</i> ·3 <i>1</i> ·5 <i>1</i> 3·34 nformation Technology - September 2019 <i>1</i> ·3 <i>1</i> ·5 <i>1</i> 3·351 Dissemination Agent Services - September 2019 <i>1</i> ·3 <i>1</i> ·5 <i>1</i> 3·324 Diffice Supplies 1·3 <i>1</i> ·5 <i>1</i> 3·472 Copies 1·3 <i>1</i> ·5 <i>1</i> 3·472 Telephone <i>1</i> ·3 <i>1</i> ·5 <i>1</i> 3·441		3,750.00 208.33 458.33 15.84 22.26 277.65 17.06	3,750.00 208.33 458.33 15.84 22.26 277.65 17.06
	Total	its/Credits	\$4,749.47 \$0.00
· ·	Balance		\$4,749.47

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



55.95

TA AMOUNT

#### HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782 12501 SAN JOSE BLVD JACKSONVILLE, FL 32223

#### PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962

THANK YOU FOR YOUR PATRONAGE

Customer No.	Job No.	Purchas	e Order No.	Reference		Terms		Clerk	Date Time
365050		8-30	-19	# 8-30-19 NE	<u>15TH</u>		MLT	8/30/	19 9 26
475 W SUITE	S EDGE C EST TOWN 114 GUSTINE	PLACE	2092	Ship To		DUE DATE: SLSPR: TAX :		TERM#604	DOC# 410824/3 ************ * INVOICE * M *************** AN
SHIPPED	ORDEREI		SKU	DESCRIPTION			UNITS	PRICE/PER	EXTENSION
4		EA	3001807	TIES CABLE 7-3/4IN BLK 10	0 PK		4	8.99 /EA	35.96 N
1		EA	3532728	GFI ST RECPT W/WLPLT WHT			1	19.99 /EA	19.99 N
				AUG 3.D COALS AUG 3.D COALS BB AMOUNT CHARGED TO ST (DAVIDSON, ZACHARY)	ORE ACCOU	JNT **	55.95	V-241 (2 1, 330, 570. TALE N-AXABLE STTAL	0.00 55.95 55.95
11								T MOUNT	0.00

X Received By

# HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782 12501 SAN JOSE BLVD JACKSONVILLE, FL 32223

#### PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962 THANK YOU FOR YOUR PATRONAGE

ustomer No.	Job No.	Purchase	Order No.	Reference		Terms		Clerk	Date	Time
365050		8-30	-19	# 8-30-19	NE 15TH		MLŤ	8	/30/19	1 18
475 W SUITE	RS EDGE C NEST TOWN 114 IGUSTINE	PLACE	2092	Ship To		DUE DATE: SLSPR: TAX :	35 B2B (	9 TERM#604 CUSTOMER SALI RIDA SALES TA	*** * ES – M ***	C# 410831/3 *********** INVOICE * *********
SHIPPED	ORDERED		SKIL	DESCRIPTIO	)N		UNITS	PRICE/PE	D	EXTENSION
8		EA	4594545	FLT PNL FLTR 16X25X		······································		2.59 /1		20.72 N
				DECE DAUG30 By	Court Courted		20.72	V - 2 41 1.330.5	72. 4157	
				AMOUN'I CHARGED	TO STORE ACCOU	NT. **	20.72	TALE N-AXABLE	20.72	
				(DAVIDSON, ZACH	ARY)			STTAL	20.72	
								T MOUNT	0.00	)

Received By

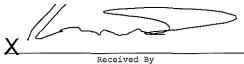
#### HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782 12501 SAN JOSE BLVD JACKSONVILLE, FL 32223

#### PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962

THANK YOU FOR YOUR PATRONAGE

Customer No.	Јоћ Мо.	Purchase	e Order No.	Reference		Terms		Clerk	Date Time
365050		0906		<u>  # 0906</u>	<u>NE 1</u>	5TH	FSW	91/	6/19 1:09
475 W SUITE	S EDGE CI EST TOWN 114 GUSTINE		2092	Ship To		DUE DATE: SLSPR: TAX :	35 B2B	TERM#604	DOC# 410867/3 ************ * ·INVOICE * S - M ************ X MAN
SHIPPED	ORDERED	UM	SKIL	DESCRIPTION			UNTTS	PRICE/PER	EXTENSION
1	ببانتلكتنا بجباريد	EA	5935952	CD NCKL BELT SNAP K.RII	NG			3.59 /E	
1		EA	54535	PADLOCK 1-1/2 ACE			1	8.99 /E	
1		EA	5073523	KEYBLANK M1			1	2.49 /E	
1		EA	5073531	KEYBLANK SCHLAGE SC1 A	CE		1	2.49 /E	
				V-241 D 1.330, 572.45			SEP 06 CONT		0.00
				AMOUNT CHARGED TO	STORE AC	CCOUNT **	17.56	TALE N-AXABLE	0.00
				(DAVIDSON, ZACHARY)	)			STTAL	17.56
17								T MOUNT TA AMOUNT	0.00



# HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782 12501 SAN JOSE BLVD JACKSONVILLE, FL 32223

PAGE NO: 1

### PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962 THANK YOU FOR YOUR PATRONAGE

				THANK TOU FOR T	OUK FAIRONAG			
CUSTOMER NO: 365050	јов no: рі 000	JRCHAS 9-9-		eference: PO # 9-9-19	terms NE	Т 15ТН	CLERK: MLT3	DATE/TIME: 9/9/19 1:02
	EDGE CDD T TOWN PL4 4	ACE	- SF	IP TO:	SALESF	PERSON: 35 B2	TERM 2B CUSTOMER SALES - M	11NAL: 601
ST AUGL		L	32092				FLORIDA SALES TAX MAN	· · · · · · · · · ·
REWARD	NO:1982022738	30					INVOICE: 4	10885/3
SHIPPED	ORDERED		SKU	DESCRIPTIO	N	SUGG	UNITS PRICE /PER	
6	6	BU	PS	PINE STRAW (BALE)			6 4.99 /BU	29.94 N
		<u>.</u>		AMOUNT CHARGED TO STO	RE ACCOUNT **	29.94	TAXABLE NON-TAXABLE SUB-TOTAL TAX AMOUNT TOTAL AMOUNT	0.00 29.94 29.94 0.00 <b>29.94</b>
Xm	Received By	2		(DAVIDSON, ZACHAF	RY)	1.33.572. 457 241		

.

#### HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782 12501 SAN JOSE BLVD JACKSONVILLE, FL 32223

#### PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962 THANK YOU FOR YOUR PATRONAGE

CUSTOMER NO: JOB NO: PURCHASE ORDER:	REFERENCE:	TERMS: DATE / TIME:
365050 000 09/10	PO # 09/10	NET 15TH FSW3 9/10/19 10:59
SOLD TO: RIVERS EDGE CDD 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE FL 32092	SHIP TO:	TERMINAL: 601 SALESPERSON: 35 B2B CUSTOMER SALES - M TAX: 031 FLORIDA SALES TAX MAN

#### REWARD NO:19820227380

# INVOICE: 410893/3

PAGE NO: 1

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE /PER	EXTENSION
1	1		7001440D	STIHL .95 ROUND ORANGE 1/2 LB		1	9,99 /EA	9.99 N
10	10	ΒU	PS	PINE STRAW (BALE)		10	4.99 /BU	49.90 N
							SEP 1 0 2019	
L	<b>I</b>		** ,	AMOUNT CHARGED TO STORE ACCOUNT **	59.8	NC	XABLE DN-TAXABLE B-TOTAL	0.00 59.89 59.89
Xhan	Received By	>		(DAVIDSON, ZACHARY)	1.33.572.43		X AMOUNT DTAL AMOUNT	0.00 <b>59.89</b>
					457			



Billed Customer: #001909

Rivertown - Vesta Billing River House 156 Landing St St Johns, FL 32259

#### Service Invoice

#### Howard Services, Inc.

P.O. Box 5637 Jacksonville, FL 32247 Phone: (904)398-1414 Fax: (904)398-3586

Site ID: # 001909-0001

Rivertown - Vesta Billing River House 156 Landing St St Johns, FL 32259

-	6634		8/30/2019	S-6164	09/29/2019	Amount Paid	
/	p Number		nvoice Date		Due Date	Contractor's I	
	5634	·····	8/30/2019	S-6164	09/29/2019	CAC 057183	
Tech ADAM	Date 08/30/2019	Hours 1.5000 RT ho		ate 05.00	Amount 157.50		
Descript Truck Ch					Amount 28.00	1.33	3·572·457 154
Equipmen Unit : C Brand: 1	CAHU	Model : TW Serial#: 11	/E090E100A/ 492SYWBA	A			

Found unit sweating a lot because of the humidity in room with the door being vented to the outside area . This happens when cold air hits warm air nothing can be done about this unless they seal the door and condition the room . Needs evap coil cleaned they are changing filter because they where bad . The belt for the blower was so loose when I opened the side door blower quit working for 5 second then started moving again . I replaced belt with new one that they had there and adjust belt properly. Drain was clean and I also wiped down cabinet with a towel to clean the outside of it to make it look clean .

Approved General Maintenance

audaan

**RECDD 1** 

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Jason Davidson,



Material	0.00
Labor	157.50
Misc	28.00
Subtotal	185.50
Tax	0.00
Grand Total	185.50

The above prices and specifications are herby accepted. You are authorized to perform the work as specified. I agree to pay you in full upon completion of the work and to pay for attorney's fees and costs you incur if you file a lawsuit to recover money which I owe to you. In addition, if I do not pay you upon completion of the work, I agree to pay interest on the outstanding balance at the rate of 18% per annum. The venue for any legal action related to this agreement shall be Jacksonville, Florida unless otherwise required by law. In connection with any such action I/we waive the right to a trial by jury.

Howard Services Warranty: Recommended service repairs are warranted for a period of (90) Ninety days on labor and (1) One year on all applicable parts from the date of the repair, excluding refrigerant unless otherwise stated.

A \$25.00 service charge will be added for all returned checks.



1707 Townhurst Dr. Houston TX 77043 (800) 858-POOL (7665) www.poolsure.com

1	100			~ ~	
		VC	311		
				-	

Date

9/1/2019

Invoice #

131295588020

Terms	Net 20
Due Date	9/21/2019
PO#	
Customer #	13RIV125

Bill To Rivers Edge c/o Government Management S 475 West Town Place Suite 114 St Augustine FL 32092	ervices	Ship To River Town CDD 39 Riverwalk Blvd Saint Johns FL 32259			
Item ID	Descriptio	n	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billin	g Rate	1	еа	1.395.34
WM-Wireless Communication Charge	XPC Communication Fee		1	ea	0.00
		2010			

V-73 (A) 1.330, 572, 452 Total 1.445.34 Amount Due \$1.445.34

Remittance Slip

Customer 13RIV125

Invoice # 131295588020



Amount Due Amount Paid \$1,445.34

Make Checks Payable To Poolsure PO Box 55372 Houston, TX 77255-5372



445 Republic Dr St Augustine FL 32095-860404

Customer Service (904) 825-0991 RepublicServices.com/Support

Account Number Invoice Number	<b>3-0687-0002582</b> 0687-000998648
Invoice Date	August 16, 2019
Previous Balance	\$845.32
Payments/Adjustments	-\$845.32
Current Invoice Charges	\$426.20

Total Amount Due Payment Due Date \$426.20 September 05, 2019

#### **PAYMENTS/ADJUSTMENTS**

1.330.572.458

<u>Description</u> Payment - Thank You 07/30 Payment - Thank You 08/16	<u>Reference</u> 3465 3510			<u>Amount</u> -\$423.88 -\$421.44
CURRENT INVOICE CHARGES				
Description	Reference	Quantity	Unit Price	Amount
Riverfront Park 88 River Front Trl PO Y Saint Johns, FL Contract: 9687022 (C51) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Pickup Service 09/01-09/30 Container Refresh 09/01-09/30		1.0000	\$291.20 \$9.00	\$291.20 \$9.00 {
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee		line in the second s		\$100.14
Total Franchise - Local		1 (9 12)		\$19.91
CURRENT INVOICE CHARGES	AUG 2			\$426.20
V-94 (A)				

# Electronics Recycling with BlueGuard™

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics





445 Republic Dr St Augustine FL 32095-860404 Please Return This Portion With Payment Total Amount Due\$426.20Payment Due DateSeptember 05, 2019Account Number3-0687-0002582Invoice Number0687-00098648

Total Enclosed

**Return Service Requested** 



1

For Billing Address Changes, Check Box and Complete Reverse.

Make Checks Payable To:



445 Republic Dr St Augustine FL 32095-860404

Customer Service (904) 825-0991 RepublicServices.com/Support

Account Number	3-0687-0002898
Invoice Number	0687-000998675
Invoice Date	August 16, 2019
Previous Balance	\$1,036.44
Payments/Adjustments	-\$1,036.44
Current Invoice Charges	\$522.56

Total Amount Due Payment Due Date \$522.56 September 05, 2019

#### **PAYMENTS/ADJUSTMENTS**

<u>Description</u> Payment - Thank You 07/30 Payment - Thank You 08/16	<u>Reference</u> 3466 3511			<u>Amount</u> -\$519.71 -\$516.73
CURRENT INVOICE CHARGES				
Description	<u>Reference</u>	Quantity	Unit Price	<u>Amount</u>
Rivertown Clubhouse 156 Landing St PO Y Saint Johns, FL Contract: 9687022 (C51) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Waste/Recycling Overage 07/30 Pickup Service 09/01-09/30		1.0000	\$66.55 \$293.80	\$66.55 \$293.80
Container Refresh 09/01-09/30		1.0000	\$9.00	\$9.00
Administrative Fee	The second process of	en en an an an		\$5.95
Total Fuel/Environmental Recovery Fee		en de la companya de La companya de la comp		\$122.76
Total Franchise - Local	- 「「」 	2 2019		\$24.50
CURRENT INVOICE CHARGES				\$522.56

(A) 1.330, 572, 458 1/-74

# Electronics Recycling with BlueGuard<sup>™</sup>

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics



L2RCACDTAV 015268 1NNNNNNNNN NNN NNN 001 001 030543 21312472.1



445 Republic Dr St Augustine FL 32095-860404 Please Return This Portion With Payment

Total Enclosed

Total Amount Due	\$522.56
Payment Due Date	September 05, 2019
Account Number	3-0687-0002898
Invoice Number	0687-000998675

Return Service Requested

equested

For Billing Address Changes, Check Box and Complete Reverse.

Make Checks Payable To:

•





L) 1/-58 330.572.345

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By_	1	AD here on a strategy	. Committee a sur		hours and the second		WOARINGS



Page 2 of 4



#### Staples Business Credit PO BOX 105638 ATLANTA, GA 30348-5638

#### Credit Account # Staples Account # Statement Date Statement #

345854 10235583RCH 08/25/19 1625522432

CREDITS & ADJUSTMENTS	CURRENT	1-59 DAYS	PAST DUE 60-89 DAYS	90+ DAYS	ACCOUNT BALANCE
\$0.00	\$251.01	\$0.00	\$0.00	\$0.00	\$251.01

PO #	Budget Center	Order #	Purchase Location	Trans Date	Due Date	Trans Total	Balance Due
		7223159351-0-1	StaplesAdvantage.com	08/07/19	09/20/19	\$163.04	\$163.04
20190807		7223231471-0-1	StaplesAdvantage.com	08/08/19	09/20/19	\$79.00	\$79.00
		7222133181-0-3	StaplesAdvantage.com	08/13/19	09/20/19	\$8.97	\$8.97

PO #	Budget Center	Order #	Purchase Location	Trans Date	Due Date	Trans Total	Balance Due
		7223159351-0-1	StaplesAdvantage.com	08/07/19	09/20/19	\$163.04	\$163.04
20190807		7223231471-0-1	StaplesAdvantage.com	08/08/19	09/20/19	\$79.00	\$79.00
		7222133181-0-3	StaplesAdvantage.com	08/13/19	09/20/19	\$8.97	\$8.97

Description	Trans Date	Due Date	Trans Total	Balance Due	
OTHER CHARGES AND CREDITS					

No other charges and credits in current period.

PAYMENTS		
Date	Payment Number	Amount
08/15/19	Check # 3512	-\$250.13
	Total Pa	ayments -\$250.13

Page 3 of 4

TOTAL

\$163.04



		Credit Account # Staples Account = Statement Date Statement #	#	1023558 08	45854 3RCH /25/19 22432
PO#	ORDER # 7223159351-0-1	REF JASON DAVI		BUDGET	CENTER
TERMS Standard	SHIP TO	DUE DATE 09/20/		INVOICE	
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.	com	\$163.04	
SKU	DESCRIPTION		\$/UNIT	UNITS	TOTAL
1128403	COUNTERFEIT DETECTOR	PEN 3PK	\$9.99	1.0	\$9.99
738578	EZTOUCH REDUCED EFFO	RT STAPLER	\$17.99	1.0	\$17.99
2030289	HP 952XL/952 HYBLK/STDC	LR 4PK	\$102.59	1.0	\$102.59
685016	RECYCED 12PK 6X9STENO	PD 25774	\$26.49	1.0	\$26.49
317313	STAPLES REMOVER CURVI	E HNDLE BK	\$2.99	2.0	\$5.98
				SUBTOTAL	\$163.04
				ΤΑΧ	\$0.00

PO # 20190807 TERMS Standard	ORDER # 7223231471-0-1 INVOICE DATE 08/08/19	REF SUPPLY BUYER DUE DATE 09/20/19		BUDGET	CENTER
SOLD TO	SHIP TO	PURCHASED AT		INVOICE	TOTAL
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com		\$79.00	
SKU	DESCRIPTION	5	\$/UNIT	UNITS	TOTAL
1916793	SELECT MEMBERSHIP FEE	;	\$79.00	1.0	\$79.00
				SUBTOTAL	\$79.00
				ΤΑΧ	\$0.00
				TOTAL	\$79.00



#### **RIVERS EDGE CDD** C/O BERNADETTE PEREGRINO 156 LANDING ST JACKSONVILLE, FL 32259-8763

#### Your Account Summary

Previous Amount Due	
Payment(s) Received Since Last Statement	1
Past Due - Pay Immediately	
Current Month's Charges	

#### **Total Amount Due**

# ACCOUNT INVOICE

peoplesgas.com

\$25.35 \$0.00 \$25.35

\$23.76 \$49.11 f ¥ ₽ 8: 💩 in

Statement Date: 09/06/2019 Account: 211011179218	
Past Due – Pay Immediately	\$25.35
Current month's charges:	\$23.76
Total amount due:	\$49.11
Payment Due By: 09/	27/2019

1.33.572.454 69



Thank you for trusting us to serve you and your neighbors with safe, reliable and affordable natural gas for more than 120 years.

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Hot water, warm towels and perfect meals. Plus cash-back rebates when you upgrade existing or install new natural gas appliances.



peoplesgas.com/bizrebates

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.







See reverse side for more information

Account: 211011179218	
Past Due – Pay Immediately	\$25.35
Current month's charges:	\$23.76
Total amount due:	\$49.11
Payment Due By:	09/27/2019
Amount Enclosed \$	
674839941009	

00000191 01 AV 0.38 32092 FTECO109061923485910 00000 04 01000000 005 05 21452 002 <u>╞</u>╞╞╞╎╘<sub>┪</sub>╞╞╎╘<sub>┪</sub>╞╕╞╕╞╗╞╕╞╎╗┙╕┙┙┙┙┙╡╿┟╻╻╡┝╍┥┙╽<sub>╔</sub>╞╻╍╛<mark>╞╎╻║╝</mark>┓╍╧╍┰┙ RIVERS EDGE CDD C/O BERNADETTE PEREGRINO 475 W TOWN PL, STE 114 ST AUGUSTINE, FL 32092-3649

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



### ACCOUNT INVOICE

f¥98<sup>,</sup>åin

 Account:
 211011179218

 Statement Date:
 09/06/2019

 Current month's charges due
 09/27/2019

#### Details of Current Month's Charges - Service from - 08/01/2019 to 08/30/2019

Service for: 156 LANDING ST, JACKSONVILLE, FL 32259-8763

Rate Schedule: Small General Service (SGS)

Meter Number	Read Date	Current Reading	Previous = Reading =	Measured Volume	x	BTU	x Conversion =	Total Used	Billing Period
ALQ07118	08/30/2019	1,704	1,704	0 CCF		1.041	1.1168	0.0 Therms	30 Days
Customer Ch Natural Gas	harge Service Cost				_		\$23.76 <b>\$23.76</b>	Peoples Gas I Therms Per I	
Total Cu	rrent Mont	h's Charg	9S				\$23.76	(Average) SEP 2019 0.0 JUL 0.0 JUL 0.0 JUN 0.0 APR 0.0 APR 0.0 APR 0.0 MAR 0.0 FEB 0.0 JAN 0.0 DEC Moderations (4.5 OCT 0.0 SEP 0.0	



**BILL TO** 

**Rivers Edge CDD** 

475 West Town Place, Suite 114

St. Augustine, FL 32092

# DEGEUVED SEP 09 2019

# Invoice

Invoice #: 1284 Date: 08/31/19 Customer PO: DUE DATE: 09/30/2019

FROM

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

1·32·572·46 237

DESCRIPTION

#1212 - August Irrigation Parts

Irrigation

**Invoice Notes:** 

Thank you for your business!

### AMOUNT DUE THIS INVOICE

\$1,798.88

\$1,798.88

AMOUNT



18814

P.O. Box 789 · Bunnell, Florida 32110

Work Order C	Purchase Order []	Change Order		Warrant Request	y	Return to Stock	Stock	Return to Vendor	Requisition		Billable No Charge	
Vendor Name	& Address	1		<b>_</b>		Customer Na	me & Billing Addr	ess Arther	ELY-RF			<u> </u>
Augus	t irrigati	in p	kerts									
	<u></u>	· · · · ·					Kive	rtuun	COD	1		
Phone #		Con	ntact	_		Job Address			Job #			
Terms:	On Account 🛛	·····	C.C	).D. 🗆			Under Contrac	· D	Purchase	Order No.		
·	- <u>-</u>	<u> </u>	<u></u>				UNIT	TOTAL	JOB	JOB	JOB	STOCK
QTY.	co	MMON	NAME			SIZE	COST \$\$	COST \$\$	<i>  </i>	#	<i>li</i>	QTY.
10'	3/4" pv	•					0.95	9.50				
6'	1" pvc 1 1/2" pvc						1.05	6,30				
5'	1 1/2" puc						1.Z6	6.25				
10	6 100						2.35	23, 60				
5'	21/2" DUL						3.45	17.25		<u>.</u>		
6	Rainbird	1010	1				19.00	114,00				
3	Hunter 1			r .			31.00	93.00				
9	9 6" Spray head					11.00	99,00					
5	12" Spray	hea	<u>\</u>				16.00	80.00				
17	Bubblets						4.60	78.20				
35	Pely Pipe						.45	15.75	[			
15	1/2" {ley	ni pe					.56	8.40			-	
12	Puly elbe		/2"				.42	5.04				
7	Puly elb		ปนา				1.60	4.20				-
1	2" scimb			>			125.00	125.00				
3	Single Si						210,00	630.00			1	
29	Alj. noze	-1		<u> </u>			3.00	87.00				
	<u>_</u> ]						Cost					
						Less	% Discount					
							Total Cost	\$				
							% Sales Tax	\$		1		
SHIPPING	INSTRUCTION	S					Grand Total	\$		1	-	
U We Pick	Up		] We De	liver			□ Vendor Deliver					<u> </u>
Location:		·					·	· · · · · · · · · · · · · · · · · · ·	-		*	
Date:				1	Receiv	ing Notified:		<u> </u>	1			
Tinie:	•					ding Notified:		······································	-			
AUTHO	RIZED SIGN.	ATUR	E:						DATE:			·



# 18815

P.O. Box 789 • Bunnell, Florida 32110

Work Order		Purchase Order 🛛	Char Orde		Warranty Request		Return to Stock		Stock Removal 🗌	Return to Vendor 🛛	Requisition		Billable No Charge	
Vendor Na	me ð	k Address	- 4	-			Customer	Nam	e & Billing Addr	ess			·····	
Phone #			C	ontact			Job Addre	SS			Job #			
Terms:	10	)n Account 🛛		C.	D.D. 🗌			·	Under Contrac	ι D	Purchase	Order No,	······	
	- <u>1</u> -	•	"								Т		TT	
							-		UNIT COST	TOTAL COST	JOB #	JOB #	JOB #	STOCK QTY,
QTY.		CC	OMMO	N NAME			SIZE		\$\$	\$\$			<u> </u>	
3		MPR noz	e [		<u> </u>				7.00	21.00			J	
_17_		12" finne	<u>-4</u>						0.42	7.14				
	`	3/4" (1410							0,56	14.48				
3	/	L" firm	<u>~(_</u>						0.84	2.52				
7)		112" firt	ing						2.75	8.25				
5		2" f14410	ر 						3,72	18.60				
6_	1	2'12" fi4	) 4: 79						5.75	34.50				
1	r	3/4" Slip-	fix					·	25.00	25.00				
2	[	L" She	f.y						35,00	70.00				
2	1	2" Slipt	ix.						65.00	130,00				
1	1	21/2" Slip.	<i>f</i> ix						75.00	75,00				
		-												
		- 14 at 1 at 1		· · · · · · · · · · · · · · · · · · ·										
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	$\neg$						†							
	Ł.			<u></u>					Cost	\$	·····			
							Le	ss	% Discount				- <u> </u> `	
									Total Cost	\$			1	
	% Sales Tax							\$						
SHIPPR	SHIPPING INSTRUCTIONS Grand Total						\$ 1798.	88						
🗋 We Pi	ck U	р		🗆 We De	eliver				] Vendor Deliver			i		I
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Location	;				T-						-			
Date:				·····	j_		ing Notified	•			_			
Time:	Time: Scheduling Notified:													



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By.	****	1954 per sus des 140					

#### **BILL TO**

RiverTown Rivers Edge CDD 475 West Town Place, Suite 114 Saint Augustine, FL 32092

# Invoice

Invoice #: 1287A Date: 09/09/19 Customer PO: DUE DATE: 10/09/19

#### FROM

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

1-32-572-461 237

#### DESCRIPTION

#57 - Standard Maintenance Contract September 2019

**Invoice Notes:** 

Thank you for your business!

#### AMOUNT DUE THIS INVOICE

\$44,681.36

AMOUNT

\$44,681.36



Vesta Property Services, Inc. 245 Riverside Avenue Suite 250 Jacksonville FL 32202

Bill To Rivers Edge C.D.D. c/o GMS, LLC 475 West Town Place Suite 114 St. Augustine FL 32092



### Invoice

Invoice # Date

Terms Due Date Memo 359402 7/31/2019

Net 30 8/30/2019 PT July RECI

Description	Quantity Rate Amount
Billable Expenses M. Pollicino - Walmart; Prizes for water slide races. (RE CDD I) 5E Z. Davidson - Amazon; Replacement valve assembly for toilet at RiverPark RR (RECDD1)	20.59 38.38
Z. Davidson - Weedman Grocery; Gas for work truck (RECDD1) Z. Davidson - Weedman Grocery; Gas for work truck (RECDD1) Z. Davidson - Weedman Grocery; Gas for truck and gas cans (RECDD1) Total Billable Expenses I-33-572-457	84.19 86.45 100.00 329.61

155

Totai

\$329.61

See back of receipt for your chance to win \$1000 ID #: /N6MHX81300 Walmart 🔆 904 417 9688 Mgr : BOBBI JO SMITH 845 DURBIN PAVILION DR ST JOHNS, FL 32259 STH 00928 OPH 009047 TEH 47 TRH 00377 FI YING DISC HLYING DISC 0.97 X 0.97 X 003218750140 003218750140 JIGELY PETS 007565603343 1.00 X JIGGLY PETS JIGGLY PETS 007565603343 1.00 X 007565603343 1.00 X 0.97 X NEON SI IMI 076778795431 076778795434 SLÍNE 0:97 X PLAY DOH 063050945550 0.50 X PLAY DOLL 063050945547 0.50 X PLAY DOH ()63050945549 0.50 X SI. THE 076778795583 0.97 X KINETIC SAND 077898851796 1.97 X KINETIC SAND 077898851792 1.97 X KINETIC SAND 077898851795 1.97 X 082513102368 BUBBILS 3.97 X SUBTOTAL. 19.23 6.500 ¥ 0.500 ¥ TAX 1 1.26 PIF 0.10 TOTAL 20.59 20.59 AMEX TEND AMERICAN EXPRESS \*\*\* \*\*\*\* \*\*\*2 404-1 U APPROVAL # 882089 REF # 000100845596 TRANS TD 007067390751875 AFD A00000025010801 1C 322E9EB6A9FCA254 TERMINAL # SCO10936 **\*NO STGNATURE REQUIRED** 07/23/19 15:26:39 CHANCE DUE 0.00 PIF Notice YOUR RECEIPT CONTAINS A D.50% PUBLIC INFRASTRUCTURE FEE, PAYABLE TO THE OP1 COMMUNITY DEVELOPMENT DISTRICT. THE FEE IS COLLECTED AND USED TO INANCE PUBLIC IMPROVEMENTS IN THE DISTRICT. THIS FEE IS NOT A TAX AND IS CHARGED IN ADDITION TO SALES TAX. THIS FEE BECOMES PART OF THE SALES PRICE AND IS SUBJECT TO SALES TAX. # ITEMS SOLD 15 TC# 7302 2741 0438 6605 7446 07/23/19 15:26:39 \*\*\*CUSTOMER COPY\*\*\* Scan with Walmart app to save receipts 回路就回

7/23/2019

Amazon.com - Order 111-6007872-5157801

### amazon.com

#### Details for Order #111-6007872-5157801 Print this page for your records.

Order Placed: July 23, 2019 Amazon.com order number: 111-6007872-5157801 Order Total: \$38.38

#### **Not Yet Shipped**

#### **Items Ordered**

1 of: Sloan Valve A-1101-A-BX Royal Performance Kit for Water Closet/Toilet, Chrome \$36.04 Sold by: Amazon.com Services, Inc

**Condition: New** 

#### **Shipping Address:**

Megan Davidson 3196 TROUT CREEK CT ST AUGUSTINE, FL 32092-2436 United States

#### **Shipping Speed:**

**Two-Day Shipping** 

#### **Payment** information

#### **Payment Method:**

American Express | Last digits: 1752

#### **Billing address**

Zachary Davidson 245 Riverside Ave suite 250 Jacksonville, Florida 32202 **United States** 

Item(s) Subtotal: \$36.04 Shipping & Handling: \$0.00 Total before tax: \$36.04 Estimated tax to be collected: \$2.34

Grand Total: \$38.38

Price

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2019, Amazon.com, Inc. or its affiliates

#### WELCOME TO WEEDMANS EXPRESS TP12082853001 WEEDMANS 9900 SHANDS PIER JACKSONVILLE FL 32259

Description	Qty	Amount
UNLO CR #02	31,1946	84.19
SELF @ 2.699	/ G	
	Subtotal	84,19
	Тах	0,00
TOTA		84.19

OTAL		8	4.19
(	CREDIT	\$	84,19

ō,

#### AMEX

XXXXXXXXXXXXX1752 Auth #: 598595 Resp Code: 0 Stan: 0758973846 Invoice #: 271589 SITE ID: TP12082853001

ST#	2	TILL	XXXX	OR#	0	TRAN#	9028672	
CSH:	0			0	7/(	03/19	10:53:57	

WELCOME TO WEEDMANN'S EXPRESS WEEDMANS 9900 SHANDS PIER JACKSONVILLE FL , 32259

DATE 07/15/19 18:10 TRAN# 9029227 PUMP# 02 SERVICE LEVEL: SELF PRODUCT: UNLD GALLONS: 32.031 PRICE/G: \$ 2.699 FUEL SALE \$ 86.45 CREDIT \$86.45 AMEX XXXXXXXXXXX1752

Auth #: 507464 Resp Code: 0 Stan: 0770990815 Invoice #: 276784 SITE ID: TP120828530 01

THANK YOU HAVE A NICE DAY

#### WELCOME TO WEEDMANS EXPRESS TP12082853001

WEEDMANS 9900 SHANDS PIER JACKSONVILLE FL 32259

Description	Qty	Amount
	<b>June</b>	
UNLD CR #02	37.6086	100.00
SELF @ 2.659	/ 6	
		•2 was see onlying without we as 10.
	Subtotal	100.00
	Tax	0.00
TOTA	AL.	100.00
	CREDIT	\$ 100.00

AMEX XXXXXXXXXX1752 Auth #: 574996 Resp Code: 0 Stan: 07811006837 Invoice #: 281527 SITE ID: TP12082853001

 ST#
 2
 TILL
 XXXX
 DR#
 0
 TRAN#
 9029750

 CSH:
 0
 07/26/19
 10:27:20

đ



Vesta Property Services, Inc. 245 Riverside Avenue Suite 250 Jacksonville FL 32202

Bill To Rivers Edge C.D.D. c/o GMS, LLC 475 West Town Place Suite 114 St. Augustine FL 32092

### Invoice

Invoice # Date

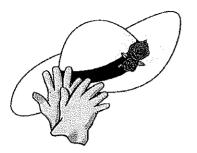
Terms Due Date Memo

#### 359773 9/1/2019

Net 30 10/1/2019 Rivers Edge CDDI



Description General Manager & Lifestyle Coordinator Field operations Management Facility Staff Guest Services Pool Maintenance Janitorial Maintenance Common Grounds Maintenance	Cuentity 1 1 1 1 1 1 1 1 1	Raie	Amount 5,248.33 2,585.00 3,586.28 1,071.22 1,765.00 1,482.60 3,812.40
Thank you for your business.	155	Total	\$19,550.83



INVOICE

CLIENT: Community Codns\_\_\_\_\_ LOCATION: River Town SI Johns FL

DATE: \_\_\_\_\_\_ ZO 19

PLANTS:		\$
LABOR:		\$
CONSULTING: / CL Has	2 Hours	\$ 100.00
	ТОТАІ	\$ 100.00

V-268 (R) 1.320, 572, 494

Please make payments to:

Barbara Turull 3428 Indian Creek Blvd. St. Johns, FL 32259 DEBEIVED SEP 23 2019

Your Business is Appreciated Great group of gardeners. Aff Lucult/Rucplu

1-800-4-WATERS (1-800-492-8377)	www.Crystal-Springs.com			
Upcoming Delivery Dates Delivery Calendars are available for each of	Cystal We Deliver! STANDARD			
your Ship-To Locations by accessing your self- service account online at selfserve.water.com.	Football is BACK, and with a roster of winning picks, we have you covered! So before you fill the stands, be sure to fill the fridge. Call 1-800-4-WATERS to add water and a variety of other favorites to your order.			
Customer Account#:662311414845635				
RIVERTOWN FITNESS CENTER See Account Summary Details	Invoice Date: 09-15-19 Invoice #: 14845635 091519 Purchase Order #: See Details Below			
Date Transaction # Details <b>Previous Balance</b> Payment Remaining Balance	Qty. Each Amount <b>286.24</b> 0.00 286.24			
Products and Other Charges Ship To Reference # 14845634 Ship To Reference # 15261387 Total Products and Other Charges Summary continued on next page	DECENVE       0.00         214.32       214.32         SEP 17 2019       214.32			
Approved RECDD I Jason Davidson Jason Davidson	V-103 D 1.380.572.500			
	also find your delivery schedule at water.com/myaccount? Online you dd a delivery as needed.			
Previous Balance \$286.24 Previous Balance \$20.00	Total New Charges \$278.31 Pay This Amount \$564.55			
While the complete account number on your check. Delach remilitance and mail with payment in the enclosed envelope. To pay online go to www.water.com Alhambra Crystal Rock Costal Contraction of the processing				
Check here and see reverse for address and phone corrections.	\$			
hillighillighten high high Rivertown Fitness Center Denise Powers 475 W TOWN PL STE 114 ST AUGUSTINE, FL 32092	Mail Remittance With Payment To:     Mail Remittance With Payment To:     Induction Induction     CRYSTAL SPRINGS     PO BOX 660579     DALLAS, TX 75266-0579			

# Customer Account#:662311414845635

## Invoice #:14845635 091519

Date	Détails		Qty.	Each	Amount
		Rental Ship To Reference # 14845634 Ship To Reference # 15261387 Total Rental			0.00 3.99 <b>3.99</b>
		Deposits Ship To Reference # 14845634 Ship To Reference # 15261387 Total Deposits			0,00 60.00 <b>60.00</b>
		Total New Charges:			278.31
				· · · · · · · ·	

# Customer Account#:662311414845635

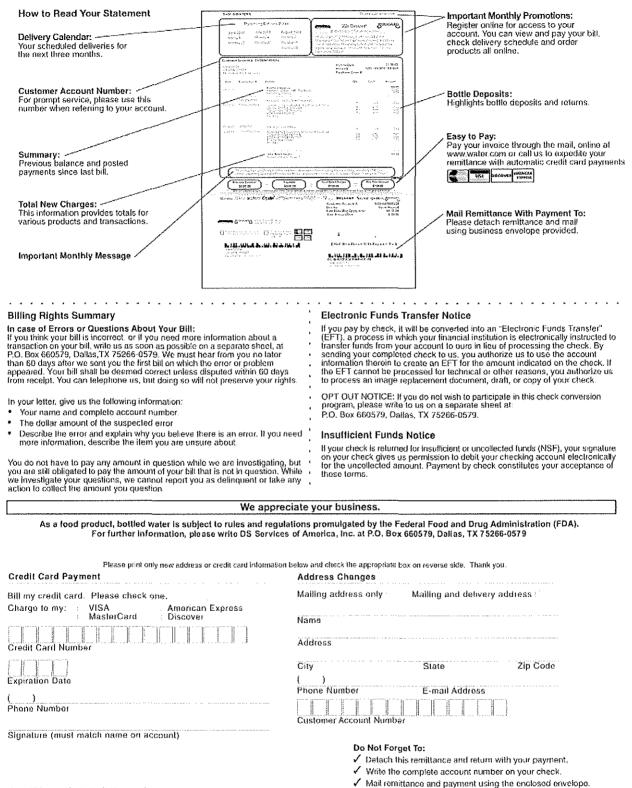
# Invoice #:14845635 091519

Date	Détails		Qty.	Each	Amount
		Ship-To Reference #14845634 DENISE POWERS RIVERTOWN FITNESS CENTER 475 W TOWN PL STE 114 ST AUGUSTINE, FL 32092			
		Sales Tax Total			0.00 <b>0.00</b>
	Rec'd By:	No Activity For This Billing Period			
		Total for Location			0.00
			<b>`</b>		

# Customer Account#:662311414845635

# Invoice #:14845635 091519

Date	Détails		Qty.	Each	Amount
		Ship-To Reference #15261387 JASON DAVIDSON RIVERTOWN FITNESS CENTER 140 LANDING ST FRUIT COVE, FL 32259			
08-26-19	T192386970059	CRYSTAL SPRINGS 5G SPRING WATER 5.0 GALLON BOTTLE DEPOSIT 5.0 GALLON BOTTLE RETURN ENERGY SURCHARGE Sales Tax Total	9 9 -9 1	10.99 6.00 6.00 5.51	98.91 54.00 -54.00 5.51 0.00 104.42
	Rec'd By:				
09-09-19	T192526970066	CRYSTAL SPRINGS 5G SPRING WATER 5.0 GALLON BOTTLE DEPOSIT Sales Tax Total	10 10	10.99 6.00	109.90 60.00 0.00 <b>169.90</b>
	Rec'd By:				
	R1925612623891	BLACK HOT AND COLD COOLER RENTAL Sales Tax Total	1	3.99	3.99 0.00 <b>3.99</b>
	Rec'd By:				
		Total for Location			278.31
			:	i	I

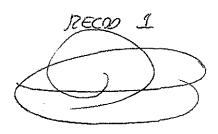


Please mail your remittance to: Distributor of foodservice disposables, janitarial supplies and equipment throughout the United States, Puerto Rico and the Caribbean	Deue Faper a Bag, 111 dba Inperial Dade 4102-7 BULLS BAY HWY. JACKEDNVILLE, FL B2219	<b>Network</b> SST297 (	ORDER DATEINVOICE NO.INVOICE DATI97/17/191401308007/18/1SHIP DATESOURCEPAGEC/S RE97/18/199517951
JACKSONVILLE, FL	PHONE (704)783-7490	FAX (904)783-4181	
RIVERS EDGE CDD RIVERTOWN 475 w TOWN PLACE STE 114 ST AUGUSTINE, FL BR092, US, CONTACT: DANIEL LAUGHLIN			·,
SPECIAL INSTRUCTIONS		PVIA P.O./CONTRACT NO. RUCK 9,17,19 CDD1	ACCT REPITAX CODE TERMS 541 SO NET 30 DAYS
QUANTITY QUANTITY SHIPPED ORDERED	DESCRIPTION	PACK / SIZE	CUBE / WEIGHT UNIT PRICE AMOUNT
2 2 CASE XTREME TUFF 1 1 CASE 34790 Wyfali 1 1 Case 79007 Mr Cli	33x37 BLA LO 2 Mil Can Liner 3 . X40 Teri MFR - Hydronnit 7. Tan Magic Eraber - 6/6/C8	10/124 2.	736 21.36 42.72 6/22 82.36 92.36 6/1 37.05 39.05

A.2.

V-258 D 1, 380, 572, 457

DANITORIAL Supplies RECOD 1





					<u>a ( )) a rez</u>
TE PAYMENT CHARGE.	-TAXABLE ITEMS		TOTAL	SUB TOTAL	1.04.12.5
S TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE			CUBE	A. 670	0 <u>-</u> 00
PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT	RECEIVED BY		TOTAL N	TAX	0.00
OD/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR	SIGNATURE X		WEIGHT	FREIGHT	
VG REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED					1 (1) + + + + + + + + + + + + + + + + + + +
CHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING	RECEIVED BY	-	TOTAL D	TOTAL	
T.	PRINT NAME	DATE	PIECES		
	NO ALLOPTA OF ALLIAN ALL OWER AFTER BIOMING OF	THE INVOICE			

NO SHORTAGE CLAIMS ALLOWED AFTER SIGNING OF THIS INVOICE



Rivers Edge Community Development District c/o Governmental Management Services

# INVOICE

Customer Acct #	Rivers Edge Community Development District 292
Date	09/13/2019
Customer	
Service	Kristina Rudez
Page	1 of 1

Payment Inforn	nation	
Invoice Summary	\$	42,704.00
Payment Amount		
Payment for:	Invoice#9622	
100119551		

Thank You

Please detach and return with payment

Customer: Rivers Edge Community Development District

475 West Town Place, Suite 114

St. Augustine, FL 32092

Invoice	Effective	Transaction	Description	Amount	
			Policy #100119551 10/01/2019-10/01/2020		
9622	10/01/2019	Renew policy	Florida Insurance Alliance Package - Renew policy	42,704.00	
		·····,	Due Date: 9/13/2019	/=1.0.100	
			$\sim$		
			SEP 1 6 2019		
			By		
			V-21 A prepay 1.300.155.101		
			prepay 1,300,155,101		
				Total	
				\$ 42,704.00	
				Thank You	
	ENTS SENT OVERN		······································		
Egis Insural	nce Advisors LLC, Fifi	th Third Wholesale Lockbox, Loci	kbox #234021, 4900 W. 95th St Oaklawn, IL 60453		
	nent To: Egis In 4021  PO Box 84	surance Advisors, LLC	(321)233-9939 Date		
	60689-4002		sclimer@egisadvisors.com 09/13/2019		

G & G Excavation & Construction, Inc.

6500 SR 16 St. Augustine, Fl 32092 Phone- 904-737-5555 Fax- 904-737-6050

# DECEIVED SEP 2 4 2019

# Invoice

 Date
 Invoice #

 9/19/2019
 3074

# Bill To

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

Job
Riveredge CDD River Park

V-15	(H) 1,320, 572, 46102	Job #	Terms
			Net 30
ltem	G & G Excavation and Construction, Inc. supplied all Equipment and Supervision for the following:         Job: Riveredge CDD River Park         Reference: River Park Bulkhead at Oaks         Scope of Work:         1. Furnish dirt and equipment to haul and place at bulkheads         2. Furnish and place bahai sod at bulkheads         3. Clean up         Total cost for the above work	nt, Labor, Material,	Amount 1,910.00
hank you for your bu	siness!	Total	\$1,910.00
		Payments/Credi	ts \$0.00
		Balance Due	\$1,910.00

Phone #	Fax #
(904) 737-5555	(904) 737-6050

# Invoice

Lic# B0001267 528 S. Edgewood Ave. Suite 1 JACKSONVILLE, FL 32205

Date	Invoice #
9/10/2019	23458978

-

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

				P.O. No.	Terms	1	 Project	
				F.O. NO.	Due on receipt			
Quantity		**********	Description	<u> </u>	Rate		Amount	
9	Holiday Mileage	vice 08/26/2019-09/08/2 30.542.345	2019	2 1 3 2019		15.34 23.01 0.57	1,948.1 207.0 364.8	
Pł	none#	Fax #	E	mail	Total		\$2,520.	
	384-8071	904-389-9931	akoon@gidd			•		

# Giddens Security Corporation Weekly Assignment Calendar by Location - Sorted by Shift Code

Rivertown

	Monday, September 2, 2019		Tuesday, Septe	mber 3, 2019	
	R-Rivertown: :00AM Securo, Ruby	6.00	Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald		8.00
■ Rivertown 9 9:00PM-5:0	∂p-5a: <i>00AM</i> Tiffin, Donald	8.00			
Rivertown 9	Wednesday, September 4, 2019		Thursday, Septe ■ Rivertown 9p-5a:	ember 5, 2019	
9:00PM-5:0	<i>DOAM</i> Tiffin, Donald	8.00	9:00PM-5:00AM Tiffin, Donald		8.00
	Friday, September 6, 2019		Saturday, Septe	ember 7, 2019	
Rivertown: 6:00PM-6:0	00AM Securo, Ruby	12.00	■ Rivertown: 6:00PM-6:00AM Securo, Ruby		12.00
	Sunday, September 8, 2019				
Rivertown: 6:00PM-12	:00AM Securo, Ruby	6.00			
Location:	Rivertown		Total Weekly Hours:	68.0	
Address:	39 Riverwalk Blvd. St. Johns FL		Guard: Emergency Contact:	521-1281 (guard) Eric Lowrie	
Notes:			Work: Home:		

# Giddens Security Corporation Weekly Assignment Calendar by Location - Sorted by Shift Code

# Rivertown

	Monday, August 26, 2019	Tuesday, August 27, 2019			
HOLD OVE 12:00AM-	R-Rivertown: 6:00AM Securo, Ruby	6.00	Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald		8.00
■ Rivertown 9:00PM-5	9p-5a: : <i>00AM</i> Tiffin, Donald	8.00			
Rivertown	Wednesday, August 28, 2019		Thursday, Au Rivertown 9p-5a:	gust 29, 2019	
9:00PM-5	зр-за. : <i>00AM</i> Tiffin, Donald	8.00	9:00PM-5:00AM Tiffin, Donald		8.00
	Friday, August 30, 2019		Saturday, Au	gust 31, 2019	<u></u>
■ Rivertown: 6:00PM-6	:00AM Securo, Ruby	12.00	■ Rivertown: 6:00PM-6:00AM Securo, Rub	/	12.00
	Sunday, September 1, 2019				
■ Rivertown: 6:00PM-1		6.00			
Location:	Rivertown		Total Weekly Hours:	68.0	
Address:	39 Riverwalk Blvd. St. Johns FL		Guard: Emergency Contact:	521-1281 (guard) Eric Lowrie	
Notes:			Work:		

# HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782 12501 SAN JOSE BLVD JACKSONVILLE, FL 32223

PAGE NO: 1

PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962 THANK YOU FOR YOUR PATRONAGE

CUSTOMER NO: 365050	JOB NO: PU 000	rchas 923		EFERENCE: TI PO # 92319	erms: NET 15TH	clerk: LMF	93	рателтие: 9/23/19 11:58
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	IO:1982022738	0				INV	OICE: 4	11024/3
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1	1		47239	1X3/4 FEMALE ADAPTER		1	1.79 /EA	1.79 N
2	2		43106	COUPLE 1IN SXS SCH40		2	0.69 /EA	1.38 N
1	1		4560033	BALL VALVE SCH40 1" SXS		1	8.99 /EA	8.99 N
1	1		43118	ADAPTR SCH40PVC1"SL1"MPT	a a Musaara	1	1.29 /EA	1.29 N
1	1		43138			1	1.79 /EA	1.79 N
3 2	3 2		7596174 4361432	ACE 2CYCL LOWASH OIL 1QT 1"X2' SCH 40 PVC		3	5.99 /EA 2.49 /PC	17.97 N 4.98 N
2	2		4301432			2	2.49 /PC	4.90 N
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					ere ere .	410 cm		

# HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782 12501 SAN JOSE BLVD JACKSONVILLE, FL 32223

# PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962 THANK YOU FOR YOUR PATRONAGE

CUSTOMER NO: 365050	јов NO: Р 000	URCHAS 925	e order: 19	REFERENCE: PO # 92519	terms Ne	». ЕТ 15ТН	Clei (	<sup>ак:</sup> _MP3	DATE / TIME: 9/25/19 3:32
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/ /		_						X AMOUNT <b>DTAL AMOUNT</b>	0.00 <b>28.72</b>
<u>x//</u>	Received By		>	(DAVIDSON, ZA	CHARY)				

PAGE NO: 1

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

D V-6 1,310,573.815

September 16, 2019

BY:

Bill Number 109900 Billed through 08/31/2019

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#### **General Counsel** RECDD 00001

St. Augustine, FL 32092

JLK

475 West Town Place, Suite 114

#### FOR PROFESSIONAL SERVICES RENDERED 00/01/10 31 12 Do . . . . . . .I

**Rivers Edge Community Development District** 

c/o Governmental Management Services, LLC

08/01/19	JLK	Review and update assessment resolutions and notices and provide budget documents related to same; review correspondence on board member nomination process; review club application and alcohol ryder forms; review deed for parcel 10 and confer with Gentry on same.	1.50 hrs
08/01/19	LMG	Property ownership analysis for Parcel 10.	0.40 hrs
08/05/19	JLK	Review beer club application and confer with staff regarding club rules and approval processes; review dedications.	0.70 hrs
08/13/19	JLK	Review amenity management inquiries, COI's, insurance coverage, alcohol rider and additional amenity management questions and respond to same.	0.80 hrs
08/14/19	JLK	Review performance standard agreement and requirements for performance entities and disseminate comments/final of same.	0.20 hrs
08/14/19	LMC	Prepare form of performance agreement for musicians.	0.80 hrs
08/15/19	LMG	Review and transmit assessment resolution.	0.20 hrs
08/16/19	JLK	Review multiple e-mails, historical data and financials around interlocal cost share and methodology from DM and engineer on same; begin drafting interlocal agreement.	1.50 hrs
08/16/19	LMC	Review dates for published notices to confirm compliance with Florida Statutes; prepare document package for revised rules of procedure.	1.00 hrs
08/18/19	JLK	Continue drafting of interlocal; review resident correspondence on various assessment questions and confer with staff on same; update budget funding agreement.	1.30 hrs
08/18/19	LMG	Email correspondence regarding assessments and interlocal agreement; analysis regarding budget and interlocal agreement; prepare deficit funding agreement; prepare agenda memorandum.	1.70 hrs
08/19/19	JLK	Continue drafting interlocal agreement and related provisions; review update methodology and cost share components and update same; conference call on the same.	1.60 hrs

Page 2

Revers Eage e	DD - Genera		rage z
========		#######################################	:====
08/19/19	LMG	Conference with Kilinski regarding assessment allocation and interlocal agreement; conference call regarding same; review and revise same.	0.90 hrs
08/20/19	JLK	Review agenda package and prepare for board meeting; call with DM and Gentry regarding various meeting questions and issues; disseminate information on same; attend budget call and assessment call; review assessment questions and confer with staff on same; update interlocal.	1.30 hrs
08/20/19	LMG	Revise interlocal agreement; circulate same for comment; review amended agenda.	0.60 hrs
08/21/19	JLK	Finalize meeting preparations; conference call regarding interlocal and budget documents; follow up on same; meeting follow up.	1.40 hrs
08/21/19	LMG	Review red-line regarding interlocal agreement; review club policies, budget and assessments, meeting strategy; review budget and interlocal agreement exhibits; prepare for, travel to and attend board meeting; return travel.	4.30 hrs
08/22/19	LMG	Compile meeting notes; follow-up regarding open items from meeting; revise and transmit club rental form to staff for execution.	1.60 hrs
08/23/19	JLK	Review soccer team request; review parcel 10 information and respond to ownership inquiry.	0.80 hrs
08/26/19	LMG	Revise soccer program agreement; review sufficiency of insurance requirements.	1.40 hrs
08/26/19	LMC	Prepare license agreement with Soccer Shots of North Florida.	1.30 hrs
08/27/19	JLK	Confer with Gentry regarding soccer; confer regarding vendor evaluation forms.	0.40 hrs
08/27/19	LMC	Prepare resolution setting hearing on revised rules of procedure.	0.30 hrs
08/29/19	JLK	Review soccer agreement and provide edits to same; disseminate same; review natural disaster entry agreement and confer on same.	0.80 hrs
08/30/19	JLK	Research and revise rules of procedure; review memorandum to district regarding same.	0.20 hrs
08/30/19	JLK	Confer regarding soccer agreement final provisions and disseminate same; confer regarding storm policies.	0.50 hrs
	Total fee	s for this matter	\$5,801.50
DISBURS	<u>EMENTS</u>		
		nt Reproduction	42.50
	Bill Track	king Service	63,50
	Total dis	bursements for this matter	\$106.00

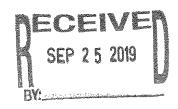
# MATTER SUMMARY

Kilinski, Jennifer L.	13.00 hrs	230 /hr	\$2,990.00
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Rivers Edge CDD - General Coun	Bill No. 109900			Page 3			
Clavenna, Lydia M Paralegal		3.40 hrs	125 /hr	\$425.00			
Gentry, Lauren M.		11.10 hrs	215 /hr	\$2,386.50			
Т	TOTAL FEES			\$5,801.50			
TOTAL DISBU	JRSEMENTS			\$106.00			
TOTAL CHARGES FOR THI	TOTAL CHARGES FOR THIS MATTER						
BILLING SUMMARY							
Kilinski, Jennifer L.		13.00 hrs	230 /hr	\$2,990.00			
Clavenna, Lydia M Paralegal		3.40 hrs	125 /hr	\$425.00			
Gentry, Lauren M.		11.10 hrs	215 /hr	\$2,386.50			
r	TOTAL FEES			\$5,801.50			
TOTAL DISBU	JRSEMENTS			\$106.00			
TOTAL CHARGES FOR	THIS BILL			\$5,907.50			

Please include the bill number on your check.

# Hopping Green & Sams Attorneys and Counselors 119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500 LI 31 D, 573, 875 September 16, 2019 Rivers Edge Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114



Roundabout Litigation

St. Augustine, FL 32092

RECDD 00116 JLK

FOR PROFESSIONAL SERVICES RENDERED								
08/15/19	JLK	JLK Review settlement information and confer with insurance counsel on same.						
	Total fees for this matter							
MATTER S	SUMMAR	Y						
	Kilinski,	Jennifer L.		0.40 hrs	230 /hr	\$92.00		
			TOTAL FEES			\$92.00		
	٦	TOTAL CHARGES FOR TH	IIS MATTER			\$92.00		
BILLING	<u>SUMMAR</u>	Y						
	Kilinski,	Jennifer L.		0.40 hrs	230 /hr	\$92.00		
			TOTAL FEES			\$92.00		
TOTAL CHARGES FOR THIS BILL						\$92.00		

Please include the bill number on your check.



475 West Town Pl

St Augustine, Fl 32092

Ste 114

Billed Customer: # 001877

Rivertown - Rivers Edge CDD1

**Contract Invoice** 

# Howard Services, Inc.

P.O. Box 5637 Jacksonville, FL 32247 Phone: (904)398-1414 Fax: (904)398-3586

Site ID #: 001877-0001

Rivertown - Vesta Property Recreation Center 140 Landing St Jacksonville, FL 32259

	001877-0001-003		9/11/2019	C-2412	Amoun	t Paid:	
(	Contract Number	PO Number	Invoice Date	Invoice Number	Due Date	Contractors License #	)
79 <u>,</u>	001877-0001-003		9/11/2019	C-2412	10/11/2019	CAC 057183	

Semi-annual mechanical maintenace as per the agreement. 140 Landing CDD1 - 256.985 156 Landing CDD1 - 256.985

1.330.572. 1157

SEP 1 3 2019

For dates between: 09/01/19 - 03/01/20

Sub Total:	513.97
Tax:	0.00
Total:	513.97

Approved RECDD | Jason Davidson ason Davidson



 September 16, 2019

 Project No:
 113094.60

 Invoice No:
 42608

Rivers Edge Community Development District c/o Governmental Management Services 1001 Bradford Way Kingston, TN 37763

 Project
 113094.60
 Rivers Edge CDD - O & M

 For services including coordination with staff on lot counts and working out budget/shared expenses, landscape maintenance, maps, and attend August CDD meeting.

 Professional Services from August 1, 2019 to August 31, 2019

 Professional Personnel

	Hours	Rate	Amount	
Principal	3.50	170.00	595.00	
Sr. Planner/Sr L.A./Sr. Graphic Arts	2.00	135.00	270,00	
Planner/Project Researcher	35.50	110.00	3,905.00	
Totals	41.00		4,770.00	
Total Labor				4,770.00
Reimbursable Expenses				
Mileage-DOT Allowable (.445)			28.93	
Mileage-Additional (.135/mile)			8.78	
Blueprints/Reproduction			68.85	
Total Reimbursables		1.15 times	106.56	122.54
		Total this Ir	voice	\$4,892.54

1-55 A

1,310,573,311

13901 Sutton Park Drive South, Suite 200 | Jacksonville, FL 32224-0229 | 904.739.3655 | www.prosserinc.com

SEP 2 3 2019

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Questions on this invoice call:

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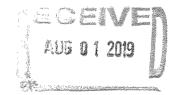
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8/20	P98752	Payment - Lockb									\$-80.
8/22	P99144	Payment - Lockb	ox 3527								\$-76.
8/29	C15692	REBILLED 8/21 -		721 TO							\$~2,092.
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7/29 07/29	103198809-08052019			5	ecord Online	2.00 x 13		26	1	\$8.97	\$233.
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8/28 08/28	103207721-08282019	ASSESSMENTS SECTION 170.07	SPECIAL	SA St Aug R	lecord Online	3.00 x 21	0000	63	1	\$7.62	\$480.
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# Legal Ad Invoice

# The St. Augustine Record

		The St. Augusti PO E	Payments to: ng Record Dept 1261 Box 121261 'X 75312-1261			
Acct: Phone: E-Mail: Client:	15655 8652382622 chogge@gmsnf.com RIVERS EDGE CDD	Name: Address: City:	RIVERS EDGE CDD 475 W TOWN PLACE, S SAINT AUGUSTINE	STE 114 State:	FL :	<b>Zip:</b> 32092
Ad Number: Start: Placement: Copy Line:	0003198809-01 07/29/2019 SA Legals RIVERS EDGE COMMUNITY I	issues: 1 Rep: Mel	URTNEY HOGGE issa Rhinehart ISTRICT_NOTICE OF PU	Paytype: Stop: IBLIC HEARING	BILL 07/29/2019 Э TO CONSIE	DER THE ADOPTIO



# Legal Ad Invoice

# The St. Augustine Record

Send Payments to: The St. Augusting Record Dept 1261

PO Box 121261

Dallas, TX 75312-1261

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

Lines Depth Columns	98 13.00 2	NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FIS- CAL YEAR 2019/2020 BUDGET: NOTICE OF PUBLIC HEARING TO CON- SIDER THE IMFOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE 5AME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.
Price	\$466.70	Uproming Public Hearings, and Regular Meeting

#### Uproming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Rivers Edge Community Development District ("District") will hold the following two public hearings and a regular meeting

DATE: August 23, 2019 TIME: 6:00 PM LOCATION: RiverTown Amenity Center 166 Landing Street St, Johns, Piorida 32259

The first public hearing is being helds pursuant to Chapter 190, *Filorida* Statates, to re-crive public summent and objections on the District's proposed hadget ("Proposed Budget") for the fiscal year heginning Octuber 1, 2019 and ending September 20, 2020 ("Fiscal Year 2019/2020"). The second public hearing is being held pursuant to Chapters 190 and 197, *Fiorida Statutes*, to emaider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2019/2020, to usuid-er the adoption of an assessment roll and to provide for the levy, collection, and en-forcement and assessments. At the conclusion of the hearings, the Baard will, by result-tion, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Buard may consider any oth-er District business.

#### Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and mainte-mance budget. A geographic depiction of the property potentially subject to the pro-posed O&M Assessments is identified in the map futabed hereta. The table helow shows the schedule of the proposed O&M Assessments, which are subject to change at the barriers. the hearing:

Land Une		Total # of Units / Acres	ERU Factor	Preposed Annual O&M Assessment (Including collection costs / early payment discounts)
Townhorm	<b>64</b>	18	.85	\$1,207.66
Single Fi 30'		2)	.62	5550.58
Single Fi 40'	anaily -	230	,T4	\$1,051.37
Single Fi 45'	anoily -	302	.74	\$1,051.37
Single Fi 50'	amily -	239	.87	\$1,236.07
Single F 33'	amily -	- 264	,87	\$1236.07
Single Fi 60'	annily' -	196	l	\$1,420.77
Single F 70'	maily -	219	1.2	\$1,704.93
Single F 80'	awily -	72	1.33	\$1,889.63

The proposed O&M Assessments as slated include collection costs and/or early pay-ment discounts, which St. Johns County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197,3652(4), *Invi-*da Stortays, the lien anount shall serve as the "meahmum rate" authorized by law for OKM Assessments, such tisk no assessment loaring shall be held or natice provided in fittine years unless the assessments are proposed to be increased or another criteri-on within Section 197,3652(4), *Florida States*, is met. Nate that the O&M Assess-ments do not helded any debt service assessments previously lexied by the District and due to be collected for Fiscal Year 2019/2020,

For Fiscal Year 2019/2020, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the as-assessments imposed on the remaining benefitted property by cending out a bill prior to, or during, November 2010. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in less of fills, or for direct billed assessments, may result in a birectooure action, which also may result in a loss of fills. The District's decision to cellect assessments on the tax roll or by direct billing does not preclude the District from tair electing to collect those or other assessments in a different manner at a future time.

#### Additional Provisions

The public hearings and meeting are open to the public and will be conducted in ac-cordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment nkl, and the agenda for the hearings and meeting may be obtained at the effices of the District Manager, located at 476 West Town Pface. Saile 104, SL Augus-tine, FL 32092, Ph. (2004) H4D-5850 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and pixe to be specified on the record at the hearings are meeting. There may be acca-sions when staff or board members may participate by speaker telephone.

Any person requiring special accommutations at this meeting because of a disability ar physical impairment should contact the District Manager's Office at least forty-eight

Price

# Legal Ad Invoice

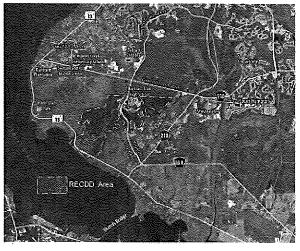
# The St. Augustine Record

Send Payments to: The St. Augusting Record Dept 1261 PO Box 121261 Dallas, TX 75312-1261

(48) hours prior to the neceting. If you are bearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8770 (Velce), for aid in contacting the District Monager's Office.

Please note that all affected property owners have the right to pppen at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who dealists to appeal any decision made by the Board with respect to any matter considered at the pubic hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and ordence upon which such appeal is to be based.

Janus Perry District Manager



3198809 July 29, Aug. 5, 2019

THE ST. AUGUSTINE RECORD Affidavit of Publication

#### RIVERS EDGE CDD 475 W TOWN PLACE, STE 114

#### SAINT AUGUSTINE, FL 32092

ACCT: 15655 AD# 0003198809-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

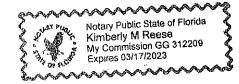
#### STATE OF FLORIDA COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JULIA KERTI who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF HEARING in the matter of FISCAL BUDGET FY 2019/2020 was published in said newspaper on 07/29/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this	sday atUL 2 9 2019
by with has produced as identification	ho is personally known to me
$\mathcal{O}^{*}$	
Mimberly M. K.	las

(Signature of Notary Public)



RIVERSEDGE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FIS-CAL YEAR 2019/2020 BUDGET; NOTICE OF PUBLIC HEARING TO CON-SIDER THE INPOSITION OF OFERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

Uproming Public Hearings, und Regular Meeting

The Board of Supervisors ("Board") for the Eivers Edge Community Development District ("District") will hold the following two policie hearings and a regular meeting:

DATE: Angust 21, 2019 TIME: 6:00 PM LOCATION: RiverTown Amenily Center 166 Landing Street St. Johns, Florida 32220

The first public hearing is being held pursuant to Chapter 190, *Florida Statistics*, to reective public nonminit and objections on the District's proposed backget ("Proposed Budget") for the fixed year beginning October, 1, 2019, and emling Suptember 20, 2020 ("Firsted Year 2019/2020"). The second public hearing is held pursuant to Chapters 190 and 197, *Florida Statistics*, to consider the imposition of operations and maintenance special assessments ("ORM Assessments") upon the lands Juriated within the District, to fund the Proposed Budget for Fiscal Year 2019/2020, to unaid et the adoption of an assessment roll and to provide for the lay, collection, and enformement of assessments. At the conclusion of the leanings, the Board will, by resolution, adapt a bidget and lay ORM Assessments as finally approved by the Board A. Board meeting of the District will also he held where the Board may consider any other District assessments.

#### Description of Assessments

The District imposes O&M Assessments on benefitted property within the District for the purpose of hunding the District's general administrative, operations, and maintenance budget. A generaphic depiction of the property potentially subject to the preposed O&M Assessments is identified in the map attached herein. The table helow shrow the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land I	lser		Total ≠ of Units / Arres	ERU Fariaj	Projused Asumal O&M Assessment (hermiling collection costs / early payment discounts)
Town	ines .		18	.8.5	\$1,207.66
30'	Family	-	21	,62	5580.88
Single 40'	Family	-	230	.74	\$1,051.37
Single 45	Family	٣	902	,74	51,051.37
Single 50'	Family		239	:27	\$1,236.07
Single	Family	-	264	·.67	\$1236.07
Single 60'	Family	-	195	1	\$1,420.77
Single 70'	Family		219	1.2	51,704.93
Single 801	Family	-	72	1.33	51,889.63

The proposed O&M Assessments as stated include collection costs and/or early proment discounts, which St. Johns County ("County") may improve on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197,5032(4), Florida as statutes, the lice, amount shall serve as the "maximum rate" authorized by law for ORM Assessments, such this no assessment learing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterton within Section 197,3652(4), Florida Statistics, is met. Note that the ORM Assessments do not include any clein arrive assessments previously leaved by the District and due to be collected for Fiscal Year 2019/2020.

For Fiscal Year 2019/2020, the District intends to have the Gounty tax collector collect the assessments imposed on certain developed property and will directly collect the asissuments imposed on the remaining benchited property by sending out a bill prior to, or during, November 2019. It is important to pay your assissment because failure to pay will cause a tax certificate to be issued against the property which may result in fasts of this, or for direct billed assignments important to collect assessments on the tax roll to by direct billing does not predict decision to collect assessments on the tax roll to by direct billing does not predict due to billing to collect those or other assessments; in a different manner at a future time.

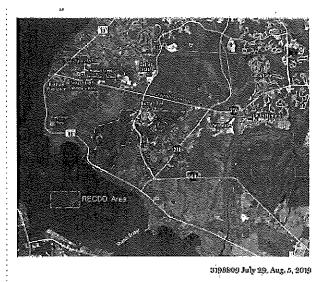
#### Additional Provisions

The public hearings and musting are open to the public and will be conducted in acrardance with the provisions of Flurkla law. A copy of the Proposed Rudget, proposel, assistment roll, and the agenda for the leastings and netching may be obtained at the offness of the District Manager, located at 476 West Town Place, Suite 134, 50, Augustime, FL 20202, Phy (304) (40-98-20 ("District Manager's Office"), during ascenda business huors. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings ar moreting. There may be accasions when suff or buard meeting may percenting the accase.

Any person requiring special accommodations at this meeting because of a disability or physical importance should contact the District Manager's Office at least forty-eight (44) hours prior to like meeting. If you are hearing or speech impaired, please subfact the Piorith Relay Service by thilling 7-1-4, we 1-800-466-8773 (UTY) / 1-800-955-8776 (Volce), for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty davo of publication of this indire. Each person who devides to appeal any decision made by the Board with respect to any matter sensidered at the public hearings or meeting is advised that person will need a reason of the proceedings and that meaning is a made, including that person will need a reason of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry District Manarez



4

3198809 July 29, Aug. 5, 2019



	Turner
ANNAN	Pest
	Control

Bill To:

Work Date 9/19/2019

CPCM

Purchase

Turner           Pest           Control           Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 3           904-355-5300 - Fax: 904-353-1499 - Toll Free: 800-225-5305           www.turnerpest.com	Turner Pest Control Ll 8400 Baymeadows W Suite 12 Jacksonville, FL 3225 904-355-5300	ay	INVOICE: 6075371 DATE: 9/19/2019 ORDER: 6075371	
To: [233943] Rivers Edge CDD Jason Davidson 475 West Town Place Suite 114 Saint Augustine, FL 32092-3648	DEBEUVED SEP 20 2019 By	Work Location:	[233943] 904-940-0008 RiverHouse(RECDD 1) 140 Landing Street Saint Johns, FL 32259-8621	
ate Time Target 1 019 02:30 PM Purchase Order Te NET 3	rms Last Service	Map Code		Time In 02:30 PM Time Out 04:26 PM
Service		iption		Price
Commerc	ial Pest Control - Monthly Service		SUBTOTAL TAX AMT. PAID TOTAL	175.00 \$175.00 \$0.00 \$0.00 \$175.00
Jason D. Da	est Control RECDD I vidson v Davidson		AMOUNT DUE	\$175.00
V-156 1,	B 530, 572, 4153		TECHNICIAN SIGN	ATURE
			CUSTOMER SIGN/	ATURE



# Invoice

Invoice #: 1327 Date: 09/19/19 **Customer PO:** DUE DATE: 10/19/2019

# **BILL TO**

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

# FROM

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

DESCRIPTION #1192 - Storm Cleanup	AMOUNT
Debris Cleanup & Disposal	\$1,582.70
Invoice Notes:	

Thank you for your business!

# AMOUNT DUE THIS INVOICE

\$1,582.70

Approved RECDD 1 Storm Clean up Jason Davidson

Jason Davidson V-237 Æ 1,320,572.46102

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	(	SEP	jana and	9	201	9	
By_	-1	****			*******		



Invoice #: 1353 Date: 09/24/19 Customer PO: DUE DATE: 10/24/2019

FROM

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

 DESCRIPTION
 AMOUNT

 #1255 - 36 Sorrell Tree Removal
 This is for the removal of 4 dead oaks from the preserve behind 36 Sorrell in the Enclaves.

 There is limited access to the trees all will be removed by hand.

Landscape Enhancement

Invoice Notes:

Thank you for your business!

# AMOUNT DUE THIS INVOICE

\$1,200.00

1-237 D 1.320, 572. 16102

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BILL TO

RECDD 1 475 West Town Place, Suite 114 St. Augustine, FL 32092

\$1,200.00



Mulling Address RECDD 1 475 West Town Place Suite 114 St Augustine Fl 32092 Date:Septmber 11 2019

Opportunity#:1255



Job Address

36 Sorrell Ct

Phone: St. Augustine

PROPOSAL

Job Stinimary: This is for the removal of 4 dead caks from the preserve behind 36 Sorrell in the Enclaves There is limited access to the trees all will be removed by hand,

Quantity	Description	Link	Unit Price	Ext Price
1,00	Tree Removal	Dollars	\$1,200.00	\$1,200,00
		Landscope Enhancement Total		\$1,200.00
		р	roposal Totak	<u>\$1,200.00</u>

Note, this properties a federation and material necessary to compare the job. Payment due 30 drys ealier receipt of invoice. All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-fike menner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written order even if authorization is not written.

Verdego employees are fully covered by workman's compensation insurance.

ACCEPTANCE OF PROPOSAL

We have evidence of intervence of the same, as per the scope, specifications and amounts mentioned in the proposal form. We agree to the proposal terms of payment and will release the funds as per agreed herein.

By Robert Beladi 9/11/2019 Date

VerdeGo

<u>Jason Davidson</u> ₿y Date 9-12-19

RECDD I

VerdeGo + PO Box 789 3335 North State Street + Bunnell, FL 32110 phone: 386-437-3122 esnall: theladi@verdego.com www.vardaen.com

Page 1/1

Completed 9-20-19

PROPOSAL



Vesta Property Services, Inc. 245 Riverside Avenue Suite 250 Jacksonville FL 32202

Bill To Rivers Edge C.D.D. c/o GMS, LLC 475 West Town Place Suite 114 St. Augustine FL 32092

# DEGEIVED SEP 1 2 2019

Posedption Quality Rate	Amount
Billable Expenses Z. Davidson - Home Depot; Concrete patch for hole in sidewalk (RECDD1) Z. Davidson - Amazon; Color pigment powder for concrete repa (RECDD1) Z. Davidson - Ace; Concrete patch for hole in sidewalk (RECDD1) Z. Davidson - Amazon; oil stain remover for concrete at Riverhouse (RECDD1) Z. Davidson - Amazon; oil stain remover for concrete at Riverhouse (RECDD1) Z. Davidson - Pinch A Penny; Chlorine for pool (RECDD1) M. Pollicino - Constant Contact; Email newsletters for the neighborhsood. RE	7,82 9.99 11.91 12.97 15.00 35.00
CDD I & II. Z. Davidson - Weedman Grocery; Gas for work truck (RECDD1) Z. Davidson - Weedman Grocery; Gas for work truck (RECDD1) Z. Davidson - Home Depot; Latch for tennis court and new pressure washing wand (RECDD1)	80.02 82.70 84.65 <sup>0</sup>
Z. Davidson - Lowes; Lights for fixtures on Riverhouse build and inside of gym RIC	89,44~
(RECDD1) Z. Davidson - Weedman Grocery; Gas for work truck (RECDD1) 足 Z. Davidson - L&L Cleaners; Cushion cleaning at RiverHouse (RECDD1) 化 Total Billable Expenses	89.71 125.00 644.21

Total

\$644.21

Approved RECDD 1 Jason Davidson ason Davidson

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RR 1,330,572.457 09 1,330,572,510

# Invoice

Invoice # Date 360610 8/31/2019

Terms Due Date Memo Net 30

9/30/2019 RECDD I



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Amazon.com - Order 111-1461190-8946661

# amazon.com

8/27/2019

Details for Order #111-1461190-8946661 Print this page for your records.

Order Placed: August 27, 2019 Amazon.com order number: 111-1461190-8946661 Order Total: \$9.99

# **Not Yet Shipped**

### **Items Ordered**

Price

1 of: Marblers Powder Colorant 3oz (85g) [Cream White] | Pearlescent Pigment | Tint | \$9.99 Pure Mica Powder for Resin | Dye | Non-Toxic | Great for Paint, Concrete, Epoxy, Soap, Nail Polish, Cosmetics Sold by: Marblers® (seller profile)

Condition: New

### Shipping Address:

Megan Davidson 3196 TROUT CREEK CT ST AUGUSTINE, FL 32092-2436 United States

### Shipping Speed:

One-Day Shipping

## **Payment information**

Payment Method: American Express | Last digits: 1752

### Billing address

Zachary Davidson 245 Riverside Ave sulte 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$9.99 Shipping & Handling: \$0.00 Total before tax: \$9.99 Estimated tax to be collected: \$0.00 Grand Total: \$9.99

To view the status of your order, return to Order Summary.

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HANK YOU FOR SHOPPING AT UBME OL DEPEND OF - ."Fr state MUAL 16 SF, ARRELER OF WIN (904) 907-2.24 PLEASE KINEL PAYMENT 13104 ATLANIC BURD JACKJONVILLE, FL 32225 00/06/19 5: (3AM ብ SALL 13128 1 E.A. \$9,59 64 CONCRETE PARTY REAL \$ 2 3 11587 1 EA \$1.59.EA PUTTY KNIFE 1.5 PLACEAGE \$1.55 SUB-TOTAL:\$ 11.18 FAX: \$ 13 TUIAL: \$ 11.01 8° AMB : 5 11 91 BK CARD# : 33XXXXXXXXXXXXX1752 图10:44444-032005 10:1446120 AUTH: 803688 AMT: \$ 11 91 lost reference #:03/01/6 Bati Authorizing Retwork: AMEX Chip Read 1812 ..... CARD TYPE AN EXPRESS AID : A000000/5019893 TVR : ODGODODDDD TAD : 0649016360.002 1S1 : F89G ARG : 00 MODE : Issuer GVN : NO GVM Name : AMERICAN LAPPLS. ATC :001/ AC : 1585EJULE 10781EE

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> THANK YOU ZAGHARY HAVIDUON FOR YOUR PATKENAGE

Acrt: CASH CUSTOMER 1-1-4

Customer Cory

Seasonal flems are nar ratoniable. Special Orders are nær ratoniable. Amazon.com - Order 111-3582641-3247427

amazon.com

8/1/2019

Details for Order #111-3582641-3247427 Print this page for your records.

Order Placed: August 1, 2019 Amazon.com order number: 111-3582641-3247427 Order Total: \$12.97

# **Not Yet Shipped**

### **Items Ordered**

1 of: Chomp Pull It Out Oil/Stain Remover for Concrete, Grease, Remover for Garage \$12.97 Floors & Driveways Sold by: Chomp Solutions (seller profile)

Condition: New

### **Shipping Address:**

Megan Davidson 3196 TROUT CREEK CT ST AUGUSTINE, FL 32092-2436 United States

## **Shipping Speed:**

One-Day Shipping

# **Payment information**

### **Payment Method:**

American Express | Last digits: 1752

### **Billing address**

Zachary Davidson 245 Riverside Ave suite 250 Jacksonville, Florida 32202 United States Item(s) Subtotal: \$12.97 Shipping & Handling: \$0.00 Total before tax: \$12.97 Estimated tax to be collected: \$0.00

Grand Total: \$12.97

Price

To view the status of your order, return to Order Summary.

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Like Us on Facebook For Our Special Offers!

> Pinch A Penny 148 625 State Road 13 St. Johns, FL 32259 Phone: 904-230-9299

### sales kecenpt

Transaction #:	681764		
Account #:	9044405668		
Date: 8/19/2019	Time: 3:10:30 PN		
Cashier: Sherry Sidnons	Register #: 7		

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### You saved \$4.901

4 TO GO - FREE 2.5 GAL COUPON!



Thank you for shopping Pinch A Penny 148 Ve hope you'll cone back soon!

# Marcy Pollicino

From: Sent: To: Subject: Constant Contact Billing <notification@constantcontact.com> Wednesday, August 28, 2019 2:21 AM Marcy Pollicino **Constant Contact Payment Receipt for Marcy Pollicino** 

Thank you for your recent payment. Your payment receipt is found below.

Constant Contact

for August 28, 2019 August 28, 2019

Vesta Attn.: Marcy Pollicino 245 Riverside Ave Suite 250 Jacksonville, FL 32202 US 9046795523

Today's Date: August 28, 2019 **Payment Date:** Payment Method: American Express

User Name:

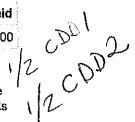
rivertown community

**Payment Receipt** 

Thank you for your payment!

Description Payment - Credit Card

**Amount Paid** \$70.00



Amounts shown may reflect sales tax which is applicable in certain areas.

Note you can continue to view payment receipts online. Log into your Constant Contact account, click the My Account link in the upper right hand corner of the Home page, and choose the View Payment Receipts option.

You may also use the Opt In/Out of Payment Receipt E-Mails link on the My Account page to opt out of receiving payment receipt emails in the future.

We appreciate your business. Best Regards. **Constant Contact Billing** 1601 Trapelo Road, Suite 329 - Waltham, MA 02451

Questions? Please give us a call! US / Canada Toll Free: (855) 229-5506 UK Toll Free: 0808-234-0942 Outside US / Canada: 0808-234-0945

Need to cancel your account? Just give us a call! US / Canada Toll Free: 855-229-5506 UK Toll Free: 0808-234-0945 Outside US / Canada: +1 781-472-8120

Please do not reply to this email, as the reply address does not go to a monitored mailbox. If you have additional questions, please visit our Help Center at http://www.constantcontact.com/help.

WELCOME TO WEEDMAN EXPERSS

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## < DUPLICATE RECEIPT >

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WELCOME TO WEEDMANN'S EXPRESS WEEDMANS 9900 SHANDS PIER JACKSONVILLE FL 32259

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DATE 08/07/19 09:30 TRAN# 9020279 PUMP# 02 SERVICE LEVEL: SELF PRODUCT: UNL0 GALLONS: 33.094 PRICE/G: \$ 2.499 FUEL SALE \$ 82.70 CREDIT \$82.70

AMEX XXXXXXXXXX1752 Auth #: 533160 Resp Code: 0 Stan: 07941023676 Invoice #: 286685 SITE ID: TP120828538 01

THANK YOU HAVE A NICE DAY



More saving. More doing."

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Take a short survey for a clarke 10 WH A \$5,000 HOME DEPUT GIFT CARD

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User (D: H89 115487 114225 PASSWORD: 19401 114160

Entries must be completed within 11 days of purchase fatrants must be 15 a older to enter. See complete rules on website. No pur-finse necessary



LOVE'S HOHE CENTERS, LLU 4040 OLDFIELD CROSSING DR JACKSUNVILLE, FL 32223 (904) 866-7112-

- SALE --SALES#: \$0502082 2245065 | TRANS#: 62420226 08-27-19

945305 GE KOH INT BID CHIN REVEA	11.82
y g 7.98	
1968 REESON 12-61 QUOD SHIMS	1.78
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> THANK YOU FOR SHOPPING LOVE'S. See Revease Side for Acturn Policy. Store Manager: Bob Ahlann

LOWE'S PHICE MAICH BUABANIEL FOR MONE DETAILS, VISTI LOVES, COM/PAICEMAITH

· · · SHARE YOUR FEEDBACK: ē. ENTER FOR A CHANCE TO BL OHE OF FIVE \$500 VINHERS DUALN HOHINLY! TENTRE EN EL SORTEO PENSUN. PARA SER UNO DE LUS L'INCO GANADORES DE \$500) è ENTER BY COMPLETING A SHORT SURVEY WITHIN ONE WEEK AL: NWW JULIES. COM/SULVEY YOUR 10# 17646 0502 239 NO PINTHASE NEGESSARY TO ENTER OR VIN. ¢ \* VOTO WIERE PROATBATED. NUST BE TE OR ULDER TO ENTER. \* OFFICIAL RULES & UTIMERS AT: wrw.loves.com/survey + · 并于王子士和姓氏是我们的名词是一家是说这些人的是这些的人的,如何有些人的是这个的是这些是是这些人的,我们的我的的吗?" STORE: 0502 TERHING: 17 08/27/19 11:37:23

#### WELCOME TO WEEDMANN'S EXPRESS WEEDMANS 9900 SHANDS PIEM JACKSONVILLE FI. 32259 . DATE 08/16/19 09:42 THAN# 9020726 PUMP# 02 SERVICE LEVEL: SELF PRODUCT: UNLD GALLONS: 37.395 PRICE/G: \$ 2,399 FUEL SALE \$ 89.71 CREDIT \$89.71 AMEX XXXXXXXXXXX1752

Auth #: 535154 Resp Code: 0 Stan: 08031037484 Invoice #: 290911 SITE ID: TP120828530 01

THANK YOU HAVE A NICE DAY

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#### Questions on this invoice call:

(866) 470-7133 Option 2

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Legal Ad Invoice

# The St. Augustine Record

		The St. Augusti PO B	ayments to: ng Record Dept 1261 tox 121261 X 75312-1261				
Acct: Phone: E-Mail: Client:	15655 8652382622 chogge@gmsnf.com RIVERS EDGE CDD	Name: Address: City:	RIVERS EDGE CDD 475 W TOWN PLACE, S SAINT AUGUSTINE		FL	Zip:	32092
Ad Number: Start: Placement: Copy Line:	0003198809-01 08/05/2019 SA Legals RIVERS EDGE COMMUNITY DE	Issues: 1 Rep: Meli	JRTNEY HOGGE issa Rhinehart ISTRICT_NOTICE OF PU	Paytype: Stop: IBLIC HEARING	BILL 08/05/2019 G TO CONS		THE ADOPTIOI

#### Legal Ad Invoice

## The St. Augustine Record

Send Payments to: The St. Augusting Record Dept 1261

PO Box 121261

Dallas, TX 75312-1261

#### RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

Lines Depth Columns	98 13.00 2	NOTICE OF FUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FIS- CAL YEAR 2019/2020 BUDGET, NOTICE OF FUBLIC HEARING TO CON- SIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.
Price	\$396.70	Upcoming Public Hearings, and Regular Meeting

#### Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors ("Board") for the Rivers Edge Community Development District ("District") will hold the following two public hearings and a regular meet-ing:

DATE:	August 23,	

TIME: 6:00 PM LOCATION; RiverTown Amenity Center 166 Landing Street St. Johns, Florida 32259

The first public hearing is being held pursuant to Chapter 190, Florida Statutes, to re-ease public comment and objections on the District's propused hudget ("Proposed Budget") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). The second public hearing is being held pursuant to Chapters 190 and 197, Florida Statute, to consider the imposition of operations and maintenance special assessments ("ORM Assessments") upon the lands lucated within the District, to fund the Propused Budget for Fiscal Year 2019/2020, to sunsid-er the adaption of an assessment roll and to provide for the larve, collection, and en-forcement of assessments. At the combusing at the hearings, the Baard will, by result-tion, adapt a budget and levy ORM Assessments as finally approved by the Board. A locar meeting of the District will also be held where the Baard may consider any oth-er District husiness.

#### Description of Assessments

The District impusses O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and mainte-nance budget. A geographic depiction of the property potentially subject to the pro-posed O&M Assessments is identified in the map attached herets. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units / Activi	ERU Fartar	Preposed Annual O&M Assessment (including collection costs early payment discounts)
Townhornes	18	,\$3	\$1,207.66
Single Family - 30'	- 21	.62	5850.88
Single Family -	- 230		\$1,051.37
	- 302	.74	\$1,051.37
Single Family -	- 219	.87	\$1,236.07
Single Family	- 264	,87	\$1236.07
	- 196	in the second se	\$1,420.77
Single Family 70'	- 219	1.2	\$1,704.93
Single Family 80'	- 72	1.33	51,889.63

The proposed O&M Assessments as stated include collection costs and/or early pro-ment discounts, which St. Johns County ("County") may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197,3052(4), A fri-da Stortace, the lien amount shall serve as the "maximum rate" autonoticad by law for OMM Assessments, such that no assessment learning shall be held or notice provided in future years indices the assessments are proposed to be increased or another criteri-on within Section 197,3552(4), *Florida Statetes*, is met. Note that the O&M Assess-ments do not include any debt service assessments previously leviced by the District and due to be collected for Fiscal Year 2019/2020.

For Fiscal Year 2019/2020, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the as-sessments imposed on the remaining benefitted property by sending out a bill prior to, or during, November 2010. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in does of fille, or for direct billed assessments, may result in a foreviourie action, which also may result in a loss of fille. The District's decision to collect assessments on the tax roll or by direct billing does not preclade the District from taxe electing to collect these or other assessments in a different manner at a future time.

#### Additional Provisions

The public hearings and meeting are open to the public and will be conducted in ac-cordance with the provisions of Flurida law. A copy of the Proposed Badget, praproad assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at 47.6 West Town Place, Suite 143, St. Acgus-tine, FL 32032, Ph. (303) 940-5850 ("District Manager's Office"), during normal business huurs. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the bearings or meeting. There may be asca-siums when staff or buard members may participate by speaker telephone.

Any persion requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight

### Legal Ad Invoice

## The St. Augustine Record

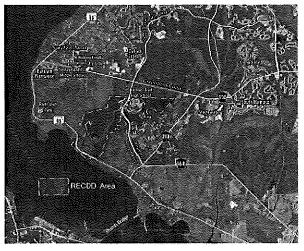
Send Payments to: The St. Augusting Record Dept 1261 PO Box 121261

Dallas, TX 75312-1261

(48) hours prior to the needing. If you are bearing or speech impaired, please contact the Florida Relay Service by dioling 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Volce), for aid in contacting the District Monager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting, and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered in the pubic heatings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a worbatim record of the proceedings is made, inclusing the testimony and ovidence upon which such appeal is to be based.

James Perry District Manager



3199869 July 29, Aug. 5, 2019

THE ST. AUGUSTINE RECORD Affidavit of Publication

**RIVERS EDGE CDD** 475 W TOWN PLACE, STE 114

SAINT AUGUSTINE, FL 32092

ACCT: 15655 AD# 0003198809-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

AUG 0 7 2019

θY

#### STATE OF FLORIDA COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JULIA KERTI who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF HEARING in the matter of FISCAL BUDGET FY 2019/2020 was published in said newspaper on 08/05/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

day AUG 0 5 2019 Sworn to and subscribed before me this who is personally known to me by or who has produced as identification

(Signature of Notary Public)



RIVERSEDGE COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FIS-CAL YEAR 2019/2020 BUDGET; NOTICE OF PUBLIC HEARING TO CON-SIDER THE INFOSITION OF OFERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS'MEETING,

Uproming Public Hearings, and Regular Meeting

The loard of Supervisors ("Board") for the Rivers Edge Constrainty Development District ("District") will hold the following two public hearings and a regular meetinit i

DATE: August 21, 2019 11345: 6:00 PM LOCATION: RiverTown Ameniaty Center 166 Landing Street St. Johns, Florida 32220

The first cubits hearing is being beld pursuant to Chapter 190, Florida Statutes, to re-ouve public hearing is being beld pursuant to Chapter 190, Florida Statutes, to re-ouve public comment and objections in the District's proposed hadget ("Proposed Budget") for the fiscal year beginning October 1, 2019, and ending Suptember 20, 2020 (Tristed Year 2019/2020"). The second public hearing is held pursuant to Chapters 190 and 197, Florida Statica, to consider the monosition of operations and maintenance special assossments ("ORM Assessments") upon the lands Justiced within the District, to foud the Proposed Budget for fixed Year 2019/2020 to unside it the adoption of an assessment roll and to provide for the lary, collection, and en-furcement of assessments. At the cumulasion of the bearings, the Buard will, by result-tion, adopt a budget and levy-ORM Assussments as finally approved by the Board. A Board metting of the District will also he held where the Buard may consider any oth-er District business.

#### Description of Assessments

The District impress O&M Assessments on localited property within the District for the purpose of funding the District's general administrative, operations, and mainte-matice budget. A gauginable deplotion of the property potentially subject to the pro-posed O&M Assessments is identified in the map attached herets. The table below shows the schedule of the proposed O&M Assessments, which are subject to charge at the burget. the hearing;

Land Use	Total = of Units / Actus	ERU Futor	Proposed Annual O&M Assessment (including collection costs / early payment discounts)
Townhomes	18	.81	\$1.207.66
Single Family 30'	- 21	.62	5880.88
Single Family 40'	- 230	.74	\$1.051.37
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Single Family 50'	- 219	.87	\$1,236.07
Single Family	- 264	-,87	\$1236.07
Single Family 60'	- 195	1	51,420.77
Single Family 70'	~ 219	1.2	\$1,704.93
Single Family 80'	- 72	1.33	51,889.63

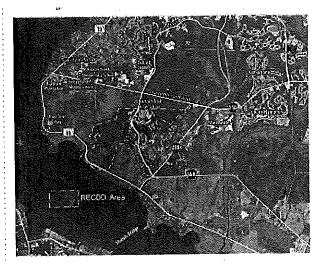
The proposed O&M Assessments as stated, include, collection costs and/or early par-ment discounts, which St. Johns County ("County") may imprase on assessments that are collected on the County to; bill. Moreover, pairsuan to Section 197,5732(4), PARS do Stotutes, the lice annount shall serve as the "maximum" rate" authorized by law for OKM Assessments, such that no assessments heaving shall be held or natice provided in fluing varies unless the assessments are proposed to be increased or autoliter criteri-on within Section, 197,3653(4), Parina States, is met. Nate that the OKM Assess-ments do not include any dolt service assessments previously locked by the District and due to be collected for Fiscal Year 2009/2020.

For Fiscal Year 2019/2020, the District intends to have the County tax collector collect the assessments imposed on certain developed property and will directly collect the as-sessments imposed on the remaining benefitted property are directly collect the as-sessments inclosed on the remaining benefitted property account a bill prior to, or during, November 2019. It is important to pay your assessment because fullar to pay will cause a tax certificate to be issued against the property which may result in few so fills, or for direct billed assessments hear result on a foreclosure action, which also may result in a least of fills. The District's decision to collect assessments on the tax roll or by direct billing does may need the District from later electing to collect those or other assessments in a different manner at a future time.

#### Additional Provisions

- The public hearings and meeting are open to the public and will be conducted in ac-cordance with the provisions of Flurida law. A copy of the Proposed Budget, proposed assessment roll, and the agench for the leavingst and meeting may be olitained at the offices of the Bistrici Manager, forsited at #76 West Town Place, Snite 114, St. Augu-tine, FL 82082, Ph. (90-3) [41D-6850 ["District Manager's Office"), during merical business hears. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the beatings to meeting. There may be occa-sions when staff or buard meetings may precise by speaker belophone.
- Any person requiring special accommodations at this meeting because of a disability or physical importance should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are bearing or speech impoliced, please contact the Forlia Relay Service by dishing 7-14, or F-900-965-9771 (FIT) / 1-800-955-9770 (Voice), for add in contacting the District Manager's Office.
- Phuse nute that all adjusted property owners have the right to appear at the public hear-ings and meeting, and may also file written noipertons with the District Manager's Of-fice within twenty days of publication of this notice. Each purson who decides to ap-pail any deciding made by the Boart with respect to any matter considered at the pub-lic hearings or meeting is advised that person will need a record of properdings matter the hearings or meeting is noived that person will need a record of properdings in all that accordingly, the person may need to cusaro that a verbatim record of the proper-ings is made, including the testimony and ecidence appear which such appear is to be heard.

James Perry District Manaver



3196809 July 29, Aug. 5, 2019

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### **Rivers Edge**

**Community Development District** 

October 9, 2019

141

serve	PAYEE	DE	VELOPER	HOA	ΤΟΤΑ
	AT Services of North Florida				
	Preprinted Access Cards Inv #26572 9/25/19	\$	1,575.00	\$	1,575.00
	Discloser Services Amortization Schedule Inv #7 10/2/19	*	300.00	ł	300.0
		\$	300.00	\$	300.0
	Cintas Corporation First Ald Supplies Inv #8404328750 9/30/19	\$	182.87	\$	182.8
	Dade Paper & Bag, LLC Janitorial Supplies Inv #13941415 8/21/19	\$	124.14	\$	124.1
	<b>Egis Insurance</b> FY20 Insurance Inv #9622 9/13/19	\$	42,704.00	\$	42,704.0
	<b>G&amp;G Excavation &amp; Construction Inc</b> Demo/Pour Concrete Sidewalk Inv #3075 9/26/19	\$	825.00	\$	825.0
	Governmental Management Services				
	October Management Inv #204 10/1/19 FY20 Assessment Certification Inv #203 9/15/19	\$ \$	4,587.01 4,500.00	\$ \$	4,587.0 4,500.0
	Hagan Ace Hardware		<b>B</b> <i>G</i> <b>O B</b>		24.0
	Cable Ties Inv #411215/6 10/9/19 Maintenance Supplies Inv #211201/3 10/8/19	\$ \$	26.97 76.71	\$ \$	26.9 76.7
	McDimit Davis FY18 Financial Audit Inv #42035 7/5/19	\$	4,500.00	\$	4,500.0
)	Spectrum Music Entertainment Deposit for Bubble Party Inv #123119 10/9/19	\$	100.00	\$	100.0
	Staples Business Credit	÷	FC 3F	\$	FC 3
	Office Supplies 9/25/19	\$	56.25	¢	56.2
2	The St.Augustine Record FY20 Meeting Schedule Inv #103214020 9/18/19	\$	107.70	\$	107.7
	Notice of Meeting 9/18/19 Inv #1031212566 9/11/19	\$	85.27	\$	85.2
	<b>Verdego</b> October Landscape Maintenance Inv #1452A 10/1/19	\$	44,681.36	\$	44,681.3
•	<b>Vesta</b> October RiverTown Invoice Inv #360898 10/1/19	\$	19,815.45	\$	19,815.4
		ą		4	1,0101,01
	Invoices Paid	\$	124,247.73	\$	124,247.7
	Total Funding Request		124,247.73	s	124,247.7

 Wiring Instructions:

 RBK:
 Wells Fargo, N.A.

 ABA;
 121000248

 ACCT:
 2000025906860

 ACCT NAME:
 RIVERS EDGE COMMUNITY

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

Signature: \_\_\_\_\_

Signature:



## **AT Services of North Florida**

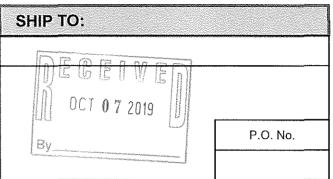
### 14286 Beach Blvd Suite 10 Jacksonville FL 32250

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	9/25/2019	1026-000W
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Invoice # 26572

BILL TO:	G, anno an Anno Anno Anno Anno Anno Anno A
RIVERS EDGE COMMUNITY Development District	
475 W Town Place Suite 114 Saint Augustine, FL 32092-3649	



ltem		Description		Qty	Rate	Amount
Item Proximity Card	МО#ММ1224 Ар 50 _Ja	go Access Cards FAC 143, 29378 - 29127,			Rate 6.30	Amount 1,575.00
Comments:						
		LIST YOUR NAME OR BU CAN MATCH THE PAYM		Subt	otal:	\$1,575.00
		Phone:	Web Site:	S	ales Tax:	\$0.00
		9045273546	www.atservicesjax.com	Tota	l:	\$1,575.00
T	.THANK.YOU.FOR.YOUR.BUSINESS.			Bala	ance Due:	
.1			UJIINEJJ.	\$7	87.50	\$1,575.00 <b>/2</b>

Disclosure Services LLC

1005 Bradford Way Kingston, TN 37763

Bill To Rivers Edge CDD

c/o GMS, LLC

## Description Amount Amortization Schedule 100.00 Series 2018A-1 11-1-19 Prepay \$25,000 100.00 Amortization Schedule Series 2018A-2 11-1-19 Prepay \$20,000 Amortization Schedule 100.00 Series 2016 11-1-19 Prepay \$5,000 1.310,573.324 Total \$300.00 **Payments/Credits** \$0.00 **Balance Due** \$300.00 Phone # E-mail

Invoice

Date	Invoice #
10/2/2019	7



Terms	Due Date
Net 30	11/1/2019

tcarter@disclosureservices.info

865-717-0976



0100210

CINTAS CORPORATION 7700 BENT BRANCH DR STE 130 IRVING, TX 75063

01 MB 0.425 \*\*AUTO T2 0 9028 32092-364939 -C01-P00210-I1

Phone # (888) 994-2468 Fax # (972) 501-9102 REMIT TO ADDRESS LISTED BELOW

### Invoice

Ì 1-152

1, 330, 572. 457

Invoice # 8404328750 Invoice Date 09/30/2019 Credit Terms NET 30 DAYS Customer # 10596960 Payer # 10596960



RIVERTOWN COMMUNITY ASSOCIAION RIVERS EDGE COMMUNITY DEVELOPMT DIS STE 114 475 W TOWN PL ST AUGUSTINE FL 32092-3649



Document # Date PO # Material # Description BY Quantity Unit Price Ext price Tax EPU

## Store # RIVERS EDGE COMMUNITY DEV DISTRICT, RIVERTOWN COMMUNITY ASSOC 140 LANDING STREET, ST JOHNS, FL (0010528780)

		•				
0292-5014946717	09/30/19	110	SERVICE ACKNOWLEDGEMENT	1.00 EA	\$0.0000	\$0.00
0292-5014946717	09/30/19	120	CABINET ORGANIZED	1.00 EA	\$0.0000	\$0.00
0292-5014946717	09/30/19	130	EXPIRATION DATES CHECKED	1.00 EA	\$0.0000	\$0,00
0292-5014946717	09/30/19	160	AED CHECKED (NO CHARGE)	1.00 EA	\$0.0000	\$0.00
0292-5014946717	09/30/19	400	SERVICE CHARGE	1.00 EA	\$12.9500	\$12,95
0292-5014946717	09/30/19	55556	DISINFECTANT WIPE	1.00 EA	\$8.5000	\$8.50
				Site Subtotal		\$21.45
				Site Tax		\$0.00
				Site Total		\$21.45
RIVERTOWN						
160 RIVERGLA	ADE RUN, ST. JOHN	S, FL (0012663	109)			
0292-5014946716	09/30/19	110	SERVICE ACKNOWLEDGEMENT	1.00 EA	\$0.0000	\$0.00
0292-5014946716	09/30/19	120	CABINET ORGANIZED	1.00 EA	\$0,0000	\$0.00
0292-5014946716	09/30/19	130	EXPIRATION DATES CHECKED	1.00 EA	\$0.0000	\$0.00
0292-5014946716	09/30/19	160	AED CHECKED (NO CHARGE)	1.00 EA	\$0.0000	\$0.00
0292-5014946716	09/30/19	400	SERVICE CHARGE	1.00 EA	\$12,9500	\$12.95
0292-5014946716	09/30/19	12221	LIQUID BANDAGE SMALL	1.00 BAG	\$13,5100	\$13.51
0292-5014946716	09/30/19	55556	DISINFECTANT WIPE	1.00 EA	\$8,5000	\$8.50
0292-5014946716	09/30/19	82420	READY-RIP 2"	1.00 ROL	\$8,5500	\$8.55
0292-5014946716	09/30/19	91019	COLD PACK, SMALL, 1/BOX	1.00 BOX	\$5.0200	\$5.02
0292-5014946716	09/30/19	92019	COLD PACK, LARGE, 1/BOX	1.00 BOX	\$5.7200	\$5.72

RIVERTOWN COMMUNITY ASSOCIAION RIVERS EDGE COMMUNITY DEVELOPMT DIS 475 W TOWN PL ST AUGUSTINE FL 32092-3649

	Payer #	Due Date	Invoice #
	10596960	11/04/2019	8404328750
		· · · · · · · · · · · · · · · · · · ·	Total Amount Due
8404328750 L 00000	18587 F J		\$182.87

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CINTAS P.O. BOX 740855 CINCINNATI OH 45274-0855 To ensure proper application of payment please remit this stub along with check in the return envelope provided.



CINTAS CORPORATION 7700 BENT BRANCH DR STE 130 IRVING, TX 75063 Invoice # 8404328750 Invoice Date 09/30/2019

## Invoice

Document#	Date PO#	Material #	Description	Quantity	Unit Price	Ext price Tax EPU
0292-5014946716	09/30/19	100019	TRIPLE ANTIBIOTIC OINT MD	1.00 BOX	\$15.2000	\$15.20
0292-5014946716	09/30/19	111529	PAIN AWAY X-STRENGTH SM	1.00 BAG	\$11.2900	\$11.29
0292-5014946716	09/30/19	111929	IBUPROFEN TABS SMALL	1.00 BAG	\$12.3400	\$12.34
0292-5014946716	09/30/19	122249	GLUCOSE, SMALL	1.00 PAC	\$14.1300	\$14.13
0292-5014946716	09/30/19	150620	SPLINTER-OUT DISP MED	1.00 PAC	\$8.6600	\$8.66
0292-5014946716	09/30/19	163050	BURN RELIEF PACKET/ 6 PK	1.00 PAC	\$14,4800	\$14.48
0292-5014946716	09/30/19	164010	COOL&SOOTHE 6/BOX	1.00 BOX	\$20.2300	\$20.23
0292-5014946716	09/30/19	588026	EMERGEN-C ORANGE 5/PK	1.00 PAK	\$10.8400	\$10.84
				Site Subtota	I	\$161.42
				Site Tax		\$0.00
				Site Total		\$161.42
				Invoice Sub	otal	\$182.87
				Invoice Tax		\$0.00
				Invoice Tota		\$182.87



Please mail your remittance to: Distributor of foodservice disposables, janitorial supplies and equipment throughout the United States, Puerto Rico and the Caribbean	Dade Paper & Bag, LLC dba Inperial Dade 4102-7 BULLS BAY HWY. JACKEONVILLE, FL 32219	CUSTOMER NO.	ORDER DATE         INVOICE NO.         INVOICE DATE           05/20/19         13941415         08/21/15           SHIP DATE         SOURCE         PAGE         C/S REP           08/21/19         95         1<9751
JACKSONVILLE, FL RIVERS EDGE CDD RIVERTOWN 475 W TOWN PLACE STE 114 ST AUGUSTINE, FL 32072, US CONTACT: DANIEL LAUGHLIN	S H H P T I 40 LANDING ST	•	A CARACTER CONTRACTOR
SPECIAL INSTRUCTIONS	ROUTE STOP SHIP VIA F	P.O./CONTRACT NO.	ACCT REPTAX CODE TERMS
VIDSON	48 14 OUR TRUCK B.	20.19	541 SO NET 30 DAYS
QUANTITY QUANTITY UNIT SHIPPED ORDERED UNIT	DESCRIPTION	PACK / SIZE	CUBE / WEIGHT UNIT PRICE AMOUNT
2 2 CABE BJ8 DART 80 2 2 CABE 1807-04 GDJ	2 FOAM CLP 1M/CS O PINK ALL PURPOSE LOTION HAND	40/25 7. 4/16al. 2.	.2/13 25.24 50.48 .4/80 36.83 73.66

Janitorial Supplies RECDD 1 Jason Davidson

Jason Davidson

ß L E AUG 2 6 2019 B

V-238 (A) 1,330,572,457

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ATE PAYMENT CHARGE. \*TAXABLE ITEMS TOTAL CUBE 9.6 SUB TOTAL 124-14  $\triangleright$ ES TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE 6.50 TAX COD/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR SIGNATURE X 0.00 TOTAL 23 FREIGHT 0.00 1  $\mathcal{L}_{q}^{1}$ 124,14 TOTAL PIECES RECEIVED BY  $\triangleright$ TOTAL 🕨 RCHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING PRINT NAME DATE зIТ.

NO SHOPTAGE OF AIMS AT LOWED AFTER SIGNING OF THIS INVOICE.



Rivers Edge Community Development District c/o Governmental Management Services

## INVOICE

Payment inform	nation	
Invoice Summary	\$	42,704,00
Payment Amount		
Payment for	Invoice#9622	
100119551	•	

Thank You

Please detach and return with payment

Customer: Rivers Edge Community Development District

475 West Town Place, Suite 114

St. Augustine, FL 32092

8

Invoice	Effective	Transaction	Description	A	mount
9622	10/01/2019	Renew policy	Policy #100119551 10/01/2019-10/01/2020 Florida Insurance Alliance Package - Renew policy Due Date: 9/13/2019		42,704.00
			DEBENVED SEP 162019 By V-21 A prepay 1.300.155.107		
					Tiotal
				\$	42,704.00
				Tha	nk You
			<u></u>		
FOR PAYML Egis Insurar	ENT'S SENT OVERN. ace Advisors LLC, Fif	IGHT: th Third Wholesale Lockbox, Loc	kbox #234021, 4900 W. 95th St Oaklawn, IL 60453		
Remit Payr	nent To: Egis In	surance Advisors, LLC	(321)233-9939 Date		
	4021 PO Box 84 60689-4002	4021	sclimer@egisadvisors.com 09/13/2019		

#### G & G Excavation & Construction, Inc.

6500 SR 16 St. Augustine, Fl 32092 Phone- 904-737-5555 Fax- 904-737-6050

EGEIWE OCT 07 2019 By.

## Invoice

Invoice # Date 9/26/2019

3075

Bill To

Riversedge CDD 475 West Town Place Suite 114 St. Augustine, Florida 32092 Attn: Zach

	Job
	Riveredge CDD Homestead

		Job #	Terms
			Net 30
ltem	Description		Amount
Quote	G & G Excavation and Construction, Inc. supplied all Equipment and Supervision for the following: Job: Riveredge CDD Homestead Reference: Concrete Work Scope of Work: 9/20 1. Demo concrete sidewalk and haul off 2. Form and pour back sidewalk 3. Clean up Total cost for the above work <i>W157</i> <i>1. 320. 5</i>		. 825.00
Thank you for your business!		Total	\$825.00
		Payments/C	redits \$0.00
		Balance Due	<b>9</b> \$825.00

Phone #	Fax #
(904) 737-5555	(904) 737-6050

### **Governmental Management Services, LLC**

Invoice

1001 Bradford Way Kingston, TN 37763

Rivers Edge CDD 475 West Town Place

St. Augustine, FL 32092

Bill To:

Suite 114

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Invoice #: 204 Invoice Date: 10/1/19 Due Date: 10/1/19 Case: P.O. Number:

,

Description	Hours/Qty	Rate	Amount
Management Fees - October 2019 $1.310.578.340$ Information Technology - October 2019 $-357$ Dissemination Agent Services - October 2019 $-3.21/$ Office Supplies 570 Postage 420 Copies 425 Telephone 4/0		3,750.00 291.67 458.33 1.23 19.60 21.45 44.73	3,750.00 291.67 458.33 1.23 19.60 21.45 44.73
	Total		\$4,587.01
	Payment	s/Credits	\$0,00
· · · ·	Balance	Due	\$4,587.01

### **Governmental Management Services, LLC**

1001 Bradford Way Kingston, TN 37763

Rivers Edge CDD 475 West Town Place

St. Augustine, FL 32092

Bill To:

Suite 114

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By	anna feiriadh ar an andraichea Mhair a bhliachtar ar an anna ar a	ana da mata da da serie da se	n (jante 1904) (jante 1904) An ang ang ang ang ang ang ang ang ang an	(Januar dan Alak	Annual Planned A

Invoice #: 203 Invoice Date: 9/15/19 Due Date: 9/15/19 Case: P.O. Number:

Description	Hours/Qty	Rate	Amount
Assessment Roll Certification - FY 2020		4,500.00	4,500.00
V-3 A) 1,310, 573,314			
1,310, 573,314			
	Total		\$4,500.0
	Paymen	ts/Credits	\$0.0
	Balance	Πυσ	\$4,500.0

PAGE NO: 1

#### HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782 12501 SAN JOSE BLVD JACKSONVILLE, FL 32223

#### PHONE: (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962 THANK YOU FOR YOUR PATRONAGE

CUSTOMER NO: 365050	JOB NO: PL 000	IRCHAS		ience: O # 10-9-19	terms Ne	រ ET 15TH	CLEF	ак: VILT3	date/time: 10/9/19 1:52
475 WES SUITE 11 ST AUGU		-	SHIP T 32092	D:	SALES		FLORIDA SA	TERN MER SALES - M ALES TAX MAN	inal: 601 <b>11215/3</b>
SHIPPED	ORDERED	UM	SKU	DESCRIPTION	Stymestra 1	SUGG	UNITS	PRICE /PER	EXTENSION
3	3		3001807	TIES CABLE 7-3/4IN BLK 100 PK			3	8.99 /EA	26.97 N
			** /	MOUNT CHARGED TO STORE ACCO	OUNT **	26.9	NC	XABLE IN-TAXABLE IB-TOTAL	0.00 26.97 26.97
//								X AMOUNT DTAL AMOUNT	0.00 <b>26.97</b>
<u>x/{</u>	Received By	·····	~	(DAVIDSON, ZACHARY)					

PAGE NO 1

#### HAGAN ACE HARDWARE OF MANDARIN, L.L.C. #9782 12501 SAN JOSE BLVD JACKSONVILLE, FL 32223

PHONE: (904) 268-9597

V-241 D 1,330. 572, 457

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SERVING NORTH FLORIDA SINCE 1962 THANK YOU FOR YOUR PATRONAGE

stomer No. 365050	Job No.	Purchase Order No. 10-8-19	<b>Reference</b> PO # 10-8-19	NET 15T	Terms [	Clerk MLT3	Date 10/ 8/19	<b>Time</b> 1:46
Sold To			Ship To					
	EDGE C ST TOWN			נטס	DATE:	11/15/19 TERM#603		11201/3 ******
SUITE	114						* INVO	OICE *
LST_AUG	USTINE_	FL 32092		SLS	PR:	35 B2B CUSTOMER SAL	ES – M *****	******
				TA	: :	031 FLORIDA SALES TA	AX MAN	

SHIPPED	ORDERED	LIM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION	
1		EA	1395540	SPRYPNT 2X S-G BLACK	1	4.59 /EA	4.59	N
1		EA	1396001	SPRYPNT 2X GLS BLACK	1	4.59 /EA	4.59	Ν
1		EA	1868264	SPRY PNT/PRMR HGLS BLK	1	4.59 /EA	4.59	Ν
1		EA	3424553	WIU CVR MET 2G 3-1/8"GRY	1	14.99 /EA	14.99	Ν
1		EA	1459908	BATH/TUB REPAIR KIT	1	16.99 /EA	16.99	Ν
2		EA	3001807	TIES CABLE 7-3/4IN BLK 100 PK	2	8.99 /EA	17.98	Ν
1		EA	1204908	PUTTYKNFE 1-1/4" CHISEL	1	8.99 /EA	8.99	Ν
1		EA	1214477	LIQUID NAILS 4 OZ TUBE	1	3.99 /EA	3.99	Ν
				$ \begin{array}{c} B_{Y} \\ B_{Y} \\ \end{array} \end{array} $				
	l			** AMOUNT CHARGED TO STORE ACCOUNT **	76.71	TAXABLE	0.00	
				(DAVIDSON, ZACHARY)		NON-TAXABLE SUBTOTAL	76.71 76.71	
				Lance hand which had by the how have a second secon		TAX AMOUNT	0.00	
//						TOTAL AMOUNT	76.71	
, h		<u> </u>	$\geq$	0 CT 0 8 2019				

By

Received By



934 N. Magnolia Ave. Suite 100 Orlando, FL 32803

(407) 843-5406 www.mcdirmitdavis.com

RIVERS EDGE CDD GOVERNMENTAL MANAGEMENT SERVICES 475 WEST TOWN PLACE SUITE 114 ST. AUGUSTINE, FL 32092 
 Date:
 7/5/2019

 Invoice Number:
 42035

 Client:
 27101.0

Accounting services rendered in connection with the preparation and issuance of audited <u>\$4,500.00</u> financial statements for RIVERS EDGE CDD for the year ended September 30, 2018.

Total Due This Invoice \$4,500.00



Amount due: **\$100.00** 

#### Invoice #: 123119 Invoice Date: Oct 9, 2019 Due date: Oct 9, 2019

# Spectrum Music Entertainment & More

Mrs. Bubbles 3532 Bay Island Circle Jacksonville Beach, FL 32250 United States

Phone: 904-246-2257 Fax: 904-246-0200 mrsbubblesjax@gmail.com www.mrsbubbles.net



Bill To:

mpollicino@vestapropertyservices.com

#### Description

**Deposit for Bubble Party** 

Quantity	Price	Amount
1	\$100.00	\$100.00
	Subtotal	\$100.00
	Discount (0%)	\$0.00
	Total	\$100.00 USD

#### Notes

Thank you for choosing Mrs. Bubbles & Company for your event. We look forward to get the party poppin'!

#### Terms and Conditions

This is a non-refundable deposit. If the party is rescheduled, the deposit can be used to the new date as long as both parties have agreed to the new date.

345854

\$56.25

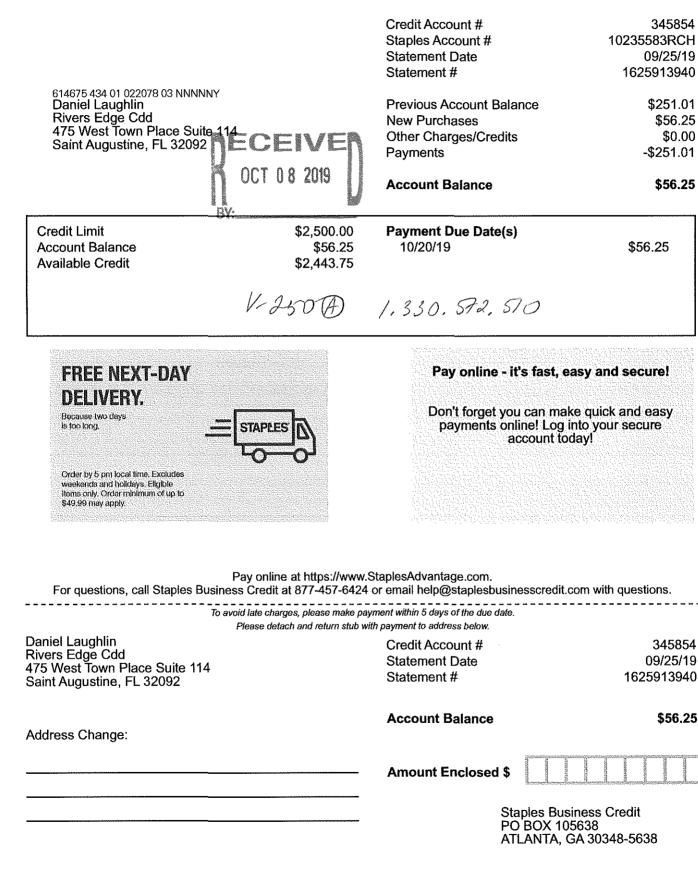
\$56.25

345854

\$56.25

\$0.00





**Staples Business Credit** 

ATLANTA, GA 30348-5638

PO BOX 105638

**M**Staples

Page 2 of 3



#### Staples Business Credit PO BOX 105638 ATLANTA, GA 30348-5638

Credit Account # Staples Account # Statement Date Statement # 345854 10235583RCH 09/25/19 1625913940

CREDITS & ADJUSTMENTS	CURRENT	1-59 DAYS	PAST DUE 60-89 DAYS	90+ DAYS	ACCOUNT BALANCE
\$0.00	\$56.25	\$0.00	\$0.00	\$0.00	\$56.25

<b>DO</b> //	D 1 1 0 1	0.1.1	Barrahan a ta antina	T D-4-	D D	Trans Traint	Dalassa Das
PO #	Budget Center	Order #	Purchase Location	Trans Date	Due Date	Trans Total	Balance Due
		7300393871-0-2	StaplesAdvantage.com	08/27/19	10/20/19	\$8.07	\$8.07
		7300393871-0-1	StaplesAdvantage.com	08/29/19	10/20/19	\$42.09	\$42.09
		7222133181-0-1	StaplesAdvantage.com	09/20/19	10/20/19	\$6.09	\$6.09

PO #	Budget Center	Order #	Purchase Location	Trans Date	Due Date	Trans Total	Balance Due
	4	7300393871-0-2	StaplesAdvantage.com	08/27/19	10/20/19	\$8.07	\$8.07
		7300393871-0-1	StaplesAdvantage.com	08/29/19	10/20/19	\$42.09	\$42.09
		7222133181-0-1	StaplesAdvantage.com	09/20/19	10/20/19	\$6.09	\$6.09

No other charges and credits in current period.

PAYMENTS		
Date	Payment Number	Amount
09/23/19	Check # 3573	-\$251.01
	Total Payments	-\$251.01

Page 3 of 3



PO #

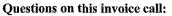
Staples Business Credit PO BOX 105638 ATLANTA, GA 30348-5638

	Credit Account # Staples Account # Statement Date Statement #	345854 10235583RCH 09/25/19 1625913940
ORDER # 7300393871-0-2	REF JASON DAVIDSON	BUDGET CENTER
INVOICE DATE 08/27/19	DUE DATE 10/20/19	

TERMS Standard	INVOICE DATE 08/27/19	DUE DATE 10/20/19			
SOLD TO	SHIP TO	PURCHASED AT		INVOICE	TOTAL
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com		\$8.07	
SKU	DESCRIPTION		\$/UNIT	UNITS	TOTAL
112383	STAPLES LETTER SIZE CLIPBOARD		\$2.69	3.0	\$8.07
				SUBTOTAL	\$8.07
				TAX	\$0.00
				TOTAL	\$8.07

PO # TERMS Standard	ORDER # 7300393871-0-1 INVOICE DATE 08/29/19	REF JASON DAVIDSC DUE DATE 10/20/19	)N	BUDGET	CENTER
SOLD TO	SHIP TO	PURCHASED AT		INVOICE	TOTAL
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.con	1	\$42.09	
SKU	DESCRIPTION		\$/UNIT	UNITS	TOTAL
IM16G2538	25PACK 80MM THERMAL PA	APR MOQ 2	\$42.09	1.0	\$42.09
				SUBTOTAL	\$42.09
				ΤΑΧ	\$0.00
				TOTAL	\$42.09

PO # TERMS Standard	ORDER # 7222133181-0-1 INVOICE DATE 09/20/19	REF JASON DAVIDSO DUE DATE 10/20/19	N	BUDGET C	ENTER
SOLD TO	SHIP TO	PURCHASED AT		INVOICE TO	OTAL
Daniel Laughlin Rivers Edge Cdd 475 West Town Place Suite 114 Saint Augustine, FL 32092	SAINT JOHNS RIVERS EDGE CDD 140 LANDING ST SAINT JOHNS, FL 32259	StaplesAdvantage.com		\$6.09	
SKU	DESCRIPTION		\$/UNIT	UNITS	TOTAL
116334	TRANS BL 4 TIER BUS CD H	HOLDER	\$6.09	1.0	\$6.09
				SUBTOTAL	\$6.09
				TAX	\$0.00
				TOTAL	\$6.09



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RECORD

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(866) 470-7133 Option 2

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)/01		Balance Forward			SAU SIZE	UNITS	KUM	KAIE	\$782.62
9/11 09/11	103212566-09112019	REG MTG SEPT 1	8TH SA S	St Augustine Record	1.00 x 4.7500	4.75	. 1	\$8.98	
9/11 09/11	103212566-09112019	REG MTG SEPT 1		St Aug Record Online	1.00 x 4.7500	4.75	1		
9/18 09/18	103214020-09182019	Annual Schedule		St Augustine Record	1.00 x 6.0000	6	1	·	
)/18 09/18	103214020-09182019	Annual Schedule		St Aug Record Online	1.00 x 6.0000	6	1		
		ÞF	EVIOUS AMOUNT OWE	-D·	\$782.62				
			CHARGES THIS PERIC		\$192.97				
			CASH THIS PERIC		\$0.00				
		DEBIT AD II	JSTMENTS THIS PERIC		\$0.00				
			JSTMENTS THIS PERIC		\$0.00				
				ate your business.	<i><b>Q</b></i> <b>0.00</b>				
		125 (	D 10, 573 . 48	1	RECE OCT 08				
					DY	4013			
	AND STATEMEN				BY4		TAL AMOUN		
CURRE		T OF ACCOUNT	- AGING OF PAST D	UE ACCOUNTS	UNAPPLIED AMOUNTS ARE	NCLUDED IN TO		TOTALA	
CURRES \$1 SALES	NT NET AMOUNT 22 92.97 REPIPHONE # 25	T OF ACCOUNT 30 DAYS \$858.91	aging of past d 60 days \$0.00	DUE ACCOUNTS OVER 90 DAY \$0.00 ADVERTISER	UNAPPLIED AMOUNTS ARE S · UNAPP INFORMATION	NCLUDED IN TO	23	TOTAL A	15.59
CURREN \$1 SALES Melissa	NT NET AMOUNT         22           192.97	T OF ACCOUNT	AGING OF PAST D 60 DAYS \$0.00 6 BILLED ACCOU	DUE ACCOUNTS OVER 90 DAY \$0.00 ADVERTISER NT NUMBER 7 ADV	UNAPPLIED AMOUNTS ARE s * UNAPF	NCLUDED IN TO	23 ADYÉI	TOTALA	TOUNT DUE
CURREI \$1 SALES Melissa 904-6 KE CHE	NT NET AMOUNT         22           192.97	T OF ACCOUNT 30 DAYS \$858.91 BILLING PERIOD 9/02/2019 - 09/29/20	AGING OF PAST D 60 DAYS \$0.00 6 BILLED ACCOUN 19 1565 tine Record Dept 1267	DUE ACCOUNTS OVER 90 DAY \$0,00 ADVERTISER NT NUMBER 7 ADV 5	UNAPPLIED AMOUNTS ARE s 'UNAPP INFORMATION ERTISER/CLIENT NUMBER 15655	NCLUDED IN TO LIED AMOUNT 76.29	ADYE RIVEF	TOTAL-A \$97 RTISER/CLIENT RS EDGE ( pt.	MOUNT DEE 75.59 NAME CDD
CURREI \$1 SALES Melissa 904-6 AKE CHE	NT NET AMOUNT         22           192.97         25           a Rhinehart         1           819-3423         05           CKS PAYABLE TO	T OF ACCOUNT 30 DAYS \$858.91 BILLING PERIOD 9/02/2019 - 09/29/20 The St. August PO Box 12126	AGING OF PAST D 60 DAYS \$0.00 6 BILLED ACCOUL 19 1565 1 19 1565 1 1 12-1261 1 12-1261 1 1 12-1261	OVER 90 DAY           OVER 90 DAY           \$0.00           ADVERTISER           NT NUMBER         7           5           1           PLEASE D           ING PERIOD	BY: UNAPPLIED AMOUNTS ARE s · UNAPP s · UNAPP s information ertiser/client number 15655 Payment	NCLUDED IN TO LIED AMOUNT 76.29 2 is due upo N LOWER P ADVERTIS	ADYER RIVER ON RECEIN	TOTAL-A \$90 RTISER/CLIENT RS EDGE ( pt. WITH YOU NAME	MOUNT DEE 75.59 NAME CDD
CURREI \$1 SALES Melissa 904-4 AKE CHE	NT NET AMOUNT         22           192.97         25           a Rhinehart         1           819-3423         05           CKS PAYABLE TO	T OF ACCOUNT 30 DAYS \$858.91 BILLING PERIOD 9/02/2019 - 09/29/20 The St. August PO Box 12126 Dallas, TX 753	AGING OF PAST D 60 DAYS \$0.00 6 BILLED ACCOUN 19 1565 1 19 1565 1 12-1261 1 12-1261 1 9/02/2015	OVER 90 DAY           OVER 90 DAY           \$0.00           ADVERTISER           NT NUMBER           7           ADV           5           1           Pi_EASE D           ING PERIOD           9 - 09/29/2019	UNAPPLIED AMOUNTS ARE S UNAPP INFORMATION ERTISER/CLIENT NUMBER 15655 Payment ETACH AND RETUR	NCLUDED IN TO LIED AMOUNT 76.29 2 is due upo N LOWER P ADVERTIS RIVERS	ADYER RIVER ON RECEIN	TOTAL-A \$90 RTISERICLIENT RS EDGE ( pt. WITH YOU NAME CDD	MOUNT DBE 5.59 CDD R REMITTANCE
CURREI \$1 SALES Melissa 904-4 AKE CHE	NT NET AMOUNT         22           192.97         25           a Rhinehart         1           819-3423         05           CKS PAYABLE TO	T OF ACCOUNT 30 DAYS \$858.91 BILLING PERIOD 9/02/2019 - 09/29/20 The St. August PO Box 12126 Dallas, TX 753	AGING OF PAST D 60 DAYS \$0.00 6 BILLED ACCOUN 19 1565 19 1565 10 12-1261 12-1261 10 109/02/2011 MPANY 23 TOTAL	OVER 90 DAY           OVER 90 DAY           \$0.00           ADVERTISER           NT NUMBER         7           5           1           Pi_EASE D           ING PERIOD           9 - 09/29/2019           AMOUNT DUE	INFORMATION ERTISER/CLIENT NUMBER 15655 Payment ETACH AND RETUR	NCLUDED IN TO LIED AMOUNT 76.29 2 is due upo N LOWER P ADVERTIS RIVERS	ADYER RIVER IN receip PORTION ERICLIENT	TOTAL-A \$90 RTISERICLIENT RS EDGE ( pt. WITH YOU NAME CDD TERMS OF PA	MOUNT DEE 5.59 CDD R REMITTANCE
CURREN \$1 SALES Melissa 904-1 AKE CHEC e St. Augu REFERENCE (Statements)	NT NET AMOUNT 22 192:97 REP/PHONE # 25 a Rhinehart 1 819-3423 05 CKS PAYABLE TO ustine Record CKS PAYABLE TO USTINE CORD	T OF ACCOUNT 30 DAYS \$858.91 BILLING PERIOD 9/02/2019 - 09/29/20 The St. August PO Box 12126 Dalias, TX 753	AGING OF PAST D 60 DAYS \$0.00 6 BILLED ACCOUN 19 15655 10 12-1261 12-1261 12-1261 12-1261 13 14 12-1261 14 12-1261 15 10 10 10 10 10 10 10 10 10 10	ULE ACCOUNTS OVER 90 DAY \$0,00 ADVERTIBER NT NUMBER 7 ADV 5 1 PLEASE D ING PERIOD 9 - 09/29/2019 AMOUNT DUE 075.59	INFORMATION ERTISER/CLIENT NUMBER 15655 Payment ETACH AND RETUR	NCLUDED IN TO LIED AMOUNT 76.29 2 2 is due upo N LOWER P ADVERTIS RIVERS	ADYER RIVER IN receip PORTION ERICLIENT	TOTAL-A \$90 RTISER/CLIENT RS EDGE ( pt. WITH YOU NAME CDD TERMS OF PA	MOUNT DBE 5.59 CDD R REMITTANCE
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Wed, Sep 18, 2019 9:07:35AM

### Legal Ad Invoice

## The St. Augustine Record

		Send Paymer The St. Augusting Rec PO Box 121 Dallas, TX 753	ord Dept 1261 261				
Acct:	15655		RS EDGE CDD				
Phone: E-Mail:	8652382622 chogge@gmsnf.com	Address: 475 V	V TOWN PLACE, STE	E 114			
Client:	RIVERS EDGE CDD	City: SAIN	TAUGUSTINE	State:	FL	Zip:	32092
Ad Number:	0003214020-01	Caller: COURTNE	YHOGGE	Paytype:	BILL	_	
Start: Placement:	09/18/2019 SA Legals	lssues: 1 Rep: Melissa Rł	vinehart	Stop:	09/18/201	9	
Copy Line:	BOARD OF SUPERVISORS M			Y DEVELOP	MENT DIS	TRICT F	OR FISCAL YI
		BOARD OF SUPERV MEETING DAT					
Lines	70	MEETING DAT RIVERS EDGE COMM DEVELOPMENT DIS	IUNITY				
Depth Columns	6.00 1	FOR FISCAL YEAR 20	19-2020				
Price	\$107.70	The Board of Supervisors Edge Community Develop will hold their regular me- cal Year 2019-2020 at il Amenity Center located a Street, St. Johns, Florida 2 a.m. on the third Wedne month unless otherwise follows:	of the Rivers ment District zitings for Fis- ze RiverTown 156 Landling 12259 at 11:00 esday of each indicated as				
		October 16, 2019 November 20, 2019 January 15, 2020 February 19, 2020 March 18, 2020 March 18, 2020 May 20, 2020 June 17, 2020 July 15, 2020 August 19, 2020 at 6:00 p September 16, 2020 The meetings are open and will be conducted i with the providence of the	to the public		EC SEP	E / \ 2 5 2	<b>VE</b> 019
		and will be conducted i with the provision of Fle Community Development meetings may be continu time, and place to be sp- record at the meeting. A agenda for these meeting tained from Governmer- ment Services, LLC, 47 Place, Suite 114, St. Augu 32092 or by calling (904) 1 There may be occasions more Supervisors or staf pate by telephone. Pursu- sions of the Americans wi Act, any person requirin commodations at this me of a disability or physics should contact the Dist (904) 940-5850 at least 4 to the meeting. If you a speech impaired, please Florida Relay Service by d 1-800-955-8771 (TTV) 8770 (Voice), for aid in 1 District Office. A person who decides to a cision made at the meeting to any matter considered a is advised that person will of the proceedings and the the person only need to verbatim record of the p made, including the testin dence upon which such a based.	appeal any de- g with respect at the meeting need a record at accordingly, ensure that a proceedings is nony and evi-				

James Perry District Manager 0003214020 September 18, 2019 THE ST. AUGUSTINE RECORD Affidavit of Publication

**RIVERS EDGE CDD** 475 W TOWN PLACE, STE 114

#### SAINT AUGUSTINE, FL 32092

ACCT: 15655 AD# 0003214020-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF MEETING in the matter of Annual Schedule was published in said newspaper on 09/18/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

### BOARD OF SUPERVISORS MEETING DATES RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL YEAR 2019-2020

The Board of Supervisors of the Rivers Edge Community Development District will hold their regular meetings for Fis-cal Year 2019-2020 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 20259 at 11:00 a.m. on the third Wednesday of each month unless otherwise indicated as follows: follows

October 16, 2019 November 20, 2019 December 18, 2019 January 15, 2020 February 19, 2020 March 18, 2020 April 15, 2020 June 17, 2020 June 17, 2020 July 15, 2020 August 19, 2020 at 6:00 p.m. September 16, 2020

The meetings are open to the public and will be conducted in accordance with the provision of Fiorida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be ob-tained from Governmental Manage-ment Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850. There may be occasions when one or more Supervisors or staff will partici-pate by telephone. Pursuant to provi-sions of the Americans with Disabilities Act, any person requiring special acsions of the Americans with Disabilities Act, any person requiring special ac-commodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, on 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

District Office. A person who decides to appeal any de-cision made at the meeting with respect to any matter considered at the meeting 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 evi-dence upon which such appeal is to be based.

James Perry District Manager 0003214020 September 18, 2019

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or who has produced as identification

(Signat/ure of Notary



## Legal Ad Invoice

## The St. Augustine Record

		The St. Augusti PO E	Payments to: ng Record Dept 1261 Box 121261 TX 75312-1261			
Acct: Phone: E-Mail:	15655 8652382622 chogge@gmsnf.com	Name: Address:	RIVERS EDGE CDD 475 W TOWN PLACE, S	TE 114		
Client:	RIVERS EDGE CDD	City:	SAINT AUGUSTINE	State:	FL Zip	: 32092
Ad Number: Start: Placement: Copy Line:	0003212566-01 09/11/2019 SA Legals Notice of Meeting Rivers Edge (	lssues: 1 Rep: Mel	URTNEY HOGG issa Rhinehart ppment District The regula	Paytype: Stop: ir meeting of th	BILL 09/11/2019 e Board of Supe	rvisors of the Rive
Lines	53	Riv	e of Meeting ers Edge			
Depth	4.75	•	evelopment District			
Columns	4.75	The regular mee pervisors of th	ting of the Board of Su- e Rivers Edge Com- oment District will be			
Columna	l l	nunity Develop held on Wedne	oment District will be aday, September 18, a.m. at the RiverTown			
Price	\$85.27	Amenity Center St. Johns, Flori ing is open to conducted in a vision of Floric Development i may be continu place to be spe the meeting. A this meeting - Governmental LLC, 475 West St. Augustine, I ing (904) 940-5 There may be more Supervise pate by telepho- sions of the Am Act, any perso commodations of a disability should contact (904) 940-5856 to the meeting, speech impair Florida Relay S 1-800-955-8771 8770 (Voice), f District Office. A person who d cision made at t to any matter co is advised that p of the proceeding the person may verbatin recorr made, including dence upon who based.	a.m. at the RiverTown r, 156 Landing Street, rida 32259. The meet- tide 32259. The meet- be public and will be coordance with the pro- la Law for Community Districts. The meeting ed to a date, time, and copy of the agenda for nay be obtained from Management Services, Town Phace, Suite 114, Florida 32092 or by call- 850. occasions when one or ors or staff will partici- nee. Pursuant to provi- ericans with Disabilities a requiring special ac- at this meeting because or physical impairment the District Office at at least 48 hours prior if you are hearing or rd, please contact the revice by dialing 7-i-1, on (TTY) / 1-800-955- or aid in contacting the ecides to appeal any de- the meeting with respect msidered at the meeting trest and that accordingly, reed to ensure that a l of the proceedings is y the testimony and evi- ich such appeal is to be		SEP 10	2019
		James A. Perry District Manager				
		•••	2566 September 11, 2019			

THE ST. AUGUSTINE RECORD Affidavit of Publication

**RIVERS EDGE CDD** 475 W TOWN PLACE, STE 114

#### SAINT AUGUSTINE, FL 32092

ACCT: 15655 AD# 0003212566-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

#### STATE OF FLORIDA COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF MEETING in the matter of REG MTG SEPT 18TH was published in said newspaper on 09/11/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before this

2

by

day of Et

he who is personally known to me or who has produced as identification

(Signature of Notary Public)

12



Notice of Meeting Rivers Edge Community Development District

The regular meeting of the Board of Su-pervisors of the Rivers Edge Com-munity Development District will be held on Wednesday, September 18, 2019 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Horida 32259. The meet-ing is open to the public and will be conducted in accordance with the pro-vision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and

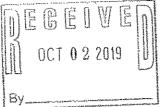
conducted in accordance with the pro-vision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for this meeting may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32029 or by cal-ing (904) 940-5850. There may be occasions when one or more Supervisors or staff will partici-pate by telephone. Pursuant to provi-sions of the Americans with Disabilities Act, any person requiring special ac-commodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, ou 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office. A person who decides to appeal any de-cision made at the meeting with respect to any matter considered at the meeting 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 evi-dence upon which such appeal is to be based.

James A. Perry District Manager

0003212566 September 11, 2019

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#### **BILL TO**

RiverTown Rivers Edge CDD 475 West Town Place, Suite 114 Saint Augustine, FL 32092

Invoice Invoice #: 1452A

Date: 10/01/19 **Customer PO: DUE DATE: 10/31/19** 

#### FROM

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

#### DESCRIPTION

#57 - Standard Maintenance Contract October 2019

**Invoice Notes:** 

Thank you for your business!

#### AMOUNT DUE THIS INVOICE

\$44,681.36

AMOUNT

\$44,681.36

237 (D) 1.320, 572.461



Vesta Property Services, Inc. 245 Riverside Avenue Suite 250 Jacksonville FL 32202

Bill To Rivers Edge C.D.D. c/o GMS, LLC 475 West Town Place Suite 114 St. Augustine FL 32092



### Invoice

Invoice # Date

Terms Due Date Memo 360898 10/1/2019

Net 30 10/31/2019 Rivers Edge CDDI

1

	Ouanilly Rate	Anolum
General Manager & Lifestyle Coordinator 1,330, ワタ,340	1	5,428.96
Field operations Management 1, 320, 570, 46001	1	2,639.38
Hospitality Staff 7, 330. 542 SH	1	5,383.99
Pool Maintenance $(, 330, 542, 1152)$	1	1,518.74
Janitorial Maintenance 1,330, 572, 463 Common Grounds Maintenance	1	1,344.38
Common Grounds Maintenance 1, 330, 572 4/57	1	3,500.00
1		No kinetala balantat titla na la na la na la na seriera da seriera da seriera da seriera da seriera da seriera

Thank you for your business.

Total

\$19,815.45

2012/A

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