

*Rivers Edge  
Community Development District*

*December 18, 2019*

# *Rivers Edge*

## *Community Development District*

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

Phone: 904-940-5850 - Fax: 904-940-5899

December 11, 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, December 18, 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. Affidavits of Publication
- IV. Approval of the Minutes of the November 20, 2019 Meeting
- V. Public Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure and Additional and Updated Rates, Fees and Charges; Consideration of Resolution 2020-02
- VI. Consideration of Renewal of Contract with Vesta
- VII. Discussion on Amenity Rules Regarding RiverHouse BYOB and Related Staffing Costs
- VIII. Consideration of Proposal from the RiverTown RipTides Swim Team for the 2020 Season
- IX. Consideration of License Agreement with JTF Racing
- X. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager
  - D. General Manager
    1. Report
    2. Discussion on Offering Rental of Soccer Field for Events
    3. Consideration of Proposals for Resurfacing Tennis Courts
- XI. Supervisors' Requests and Audience Comments
- XII. Other Business
- XIII. Financial Reports
  - A. Balance Sheet & Income Statement
  - B. Assessment Receipt Schedule

- C. Approval of Check Register
- XIV. Next Scheduled Meeting – January 15, 2020 @ 11:00 a.m. at the RiverTown Amenity Center
- XV. Adjournment

Enclosed under the third order of business are copies of the affidavits of publication for the public hearing on the rules and rates.

Enclosed under the fourth order of business is a copy of the minutes of the November 20, 2019 meeting for review and approval.

The fifth order of business is the public hearing for the purpose of adopting amended and restated rules of procedure and additional and updated rates, fees and charges. Enclosed for your review and approval is resolution 2020-02 with the rules and rates included as exhibits.

The sixth order of business is consideration of renewal of contract with Vesta. Enclosed for your review and approval are copies of the proposed agreement as well as a matrix of the FY20 rates.

The seventh order of business is discussion on amenity rules regarding RiverHouse BYOB and related staffing costs. Enclosed are the pricing options for staffing from Vesta.

The eighth order of business is consideration of proposal from the RiverTown RipTides swim team for the 2020 season. Copies of the proposal and formal agreement are enclosed for your review and approval.

The ninth order of business is consideration of license agreement with JTF racing for the color run. A copy of the agreement is enclosed for your review and approval.

The proposals for resurfacing of the tennis court will be provided under separate cover.

Under financial reports copies of the balance sheet and income statement, assessment receipts schedule, and the check register 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  
December 18, 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](http://www.riversedgecdd.com)

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    1. Report

2. Discussion on Offering Rental of Soccer Field for Events

3. Consideration of Proposals for Resurfacing Tennis Courts

XI. Supervisors' Requests and Audience Comments

XII. Other Business

XIII. Financial Reports

A. Balance Sheet & Income Statement

B. Assessment Receipt Schedule

C. Approval of Check Register

XIV. Next Scheduled Meeting – January 15, 2020 @ 11:00 a.m. at the RiverTown Amenity Center

XV. Adjournment

### *THIRD ORDER OF BUSINESS*

THE ST. AUGUSTINE RECORD  
Affidavit of Publication

RIVERS EDGE CDD  
475 W TOWN PLACE, STE 114

SAINT AUGUSTINE, FL 32092

ACCT: 15655  
AD# 0003234861-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

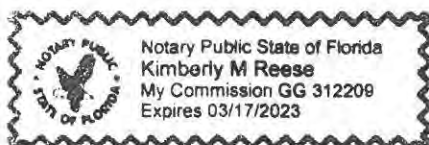
Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF INTENT** in the matter of **DEC. RULE DEVELOPMENT** was published in said newspaper on **11/18/2019**.

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.

Sworn to and subscribed before me this NOV 18 2019 day of

by Melissa Rhinehart who is personally known to me  
or who has produced as identification

(Signature of Notary Public)



NOTICE OF RULE DEVELOPMENT  
BY THE RIVERS EDGE  
COMMUNITY DEVELOPMENT  
DISTRICT

In accord with Chapters 120 and 190, *Florida Statutes*, the Rivers Edge Community Development District (the "District") hereby gives notice of its intention (1) to develop Amended and Restated Rules of Procedure ("Rules of Procedure") to govern the operations of the District, and (2) to adopt additional and revised rates, fees, and charges and an amended Suspension and Termination of Privileges Rule which will govern the operation of the District's amenity facilities and other properties (together, "Amenity Rules").

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District. The proposed Amenity Rules may address certain rules and policies governing the operation of the District's amenity facilities and other properties.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes* (2019).

The purpose and effect of the proposed Amenity Rules is to provide for efficient and effective District operations of the District's amenities facilities and properties by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, *Florida Statutes*. Specific legal authority for the proposed Amenity Rules includes Sections 190.035(2), 190.011(5), 120.54 and 120.81, *Florida Statutes* (2019).

A copy of the proposed Amended and Restated Rules of Procedure and a copy of the proposed Amenity Rules may be obtained by contacting the District Manager, c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. Phone: (904) 940-5850.

James Perry, District Manager  
Rivers Edge Community  
Development District

0003234861 November 18, 2019

**RIVERS EDGE CDD**  
**475 W TOWN PLACE, STE 114**

**SAINT AUGUSTINE, FL 32092**

ACCT: 15655  
AD# 0003234930-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

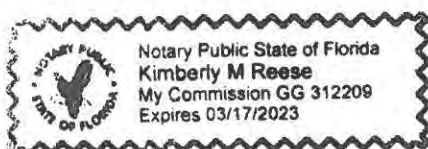
Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF HEARING** in the matter of **DEC. RULEMAKING HEARING** was published in said newspaper on **11/19/2019**.

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 **NOV 19 2019** day of

by *Melissa Rhinehart* who is personally known to me  
or who has produced as identification

*Kimberly M Reese*  
(Signature of Notary Public)



**NOTICE OF RULEMAKING OF THE  
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Rivers Edge Community Development District (the "District") on **December 18, 2019 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.**

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent (1) to adopt its proposed Amended and Restated Rules of Procedure ("Rules of Procedure") and (2) to adopt additional and updated rates, fees, and charges and a Suspension and Termination of Privileges Rule (together, the "Amenity Rules") which govern the operation of the District's amenity facilities and other properties. The purpose and effect of the proposed Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The purpose and effect of the proposed Amenity Rules is to provide for efficient and effective District operations of the District's amenities facilities and properties by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, Florida Statutes. Prior notice of rule development was published in the *St. Augustine Record* on November 18, 2019.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings, and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2019). The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 266.0105, 266.011, 266.013, 266.014, 287.017, 287.035 and 287.084, Florida Statutes (2019).

The proposed Amenity Rules may address certain rules and policies governing the operation of the District's amenity facilities and other properties. Proposed rates, fees, and charges include:

Item	Proposed Fee
RiverHouse Rental (inside only)	\$75 6 hours
Palm Court with Cabana (adjacent to RiverHouse)	\$50 6 hours
Lawn	\$50 6 hours
Soccer Field	\$50 6 hours
Pool Cabana (available only when Amenity Center Staff is on duty)	\$50 6 hours
Group Fitness Room	\$50 2 hours
Rental Deposit	\$500/rental
Event Staffing Fee	\$20-\$40/hour, per attendant
Annual user fee for persons not owning property within the District	\$4000-\$6000 individual, per year
Facility Access Card Replacement Fee	\$25/card
Additional Guest Passes	\$50 12 guest passes

The proposed Suspension and Termination of Privileges Rule is as follows:

- 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 Amenity 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:
  - a. Submits false information on any application for use of the Amenities;
  - b. Permits the unauthorized use of 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;
  - e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
  - f. Treats the District's supervisors, 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;
  - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests; or
  - i. 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.
- 5. Process for Termination or Suspension of Amenity Privileges.**
  - a. Offenses:
    - i. First Offense: Verbal warning by Amenity staff and suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded, by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
    - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
    - iii. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall run 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 offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.
  - b. Each offense shall expire one year after such offense was committed, except 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 such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first 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 shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or General Manager upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(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 offender(s) privileges, which suspension or termination may include members of the offender(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. Any suspension or termination of Amenity 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.

Specific legal authority for adopting the proposed Amenity Rules includes Sections 190.032(2), 190.011(5), 190.54 and 190.81, Florida Statutes (2019).

A copy of the proposed Amended and Restated Rules of Procedure and a copy of the proposed Amenity Rules may be obtained by contacting the District Manager's Office at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-4850.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this hearing because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Manager's Office.

Rivers Edge Community Development District  
James Perry, District Manager

0003234930 November 19, 2019

## *FOURTH ORDER OF BUSINESS*

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, November 20, 2019 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Jason Sessions	Chairman
Mac McIntyre	Vice Chairman
Charles Oates	Supervisor
Randy Schaublin	Supervisor

Also present were:

Jim Perry	District Manager
Jennifer Kilinski	District Counsel
Lauren Gentry	Hopping Green & Sams
Ryan Stillwell	District Engineer
Dan Fagan	Vesta
Zach Davidson	Vesta
Jason Davidson	Vesta
Marci Pollicino	Vesta
William Rouse	Vesta
Robert Beladi	VerdeGo
Ernesto Torres	GMS

The following is a summary of the minutes and actions taken at the November 20, 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 11:00 a.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the October 16, 2019 Meeting**

On MOTION by Mr. Sessions seconded by Mr. McIntyre with all in favor the minutes of the October 16, 2019 meeting were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Renewal of Contract with Vesta**

Mr. Perry stated the copy of the agreement in our package is not the one that should be considered at this time. We want to have staff look at the contract again and make sure everything lines up for this district and your sister district and we don't have any overlap. We will bring this back to you at the next meeting.

**FIFTH ORDER OF BUSINESS**

**Ratification of Addendum to Amenity Soccer Agreement**

Mr. Perry stated this has been signed by staff and is basically an extension of the term that starts December 2<sup>nd</sup> through February 3<sup>rd</sup>.

Ms. Kilinski stated in working with Marci she indicated that the program had been especially popular and they were looking to extend for an additional term. We have the same terms and conditions that were previously approved by the board with just the added schedule addendum.

On MOTION by Mr. McIntyre seconded by Mr. Sessions with all in favor the addendum to the amenity soccer agreement was ratified.

**SIXTH ORDER OF BUSINESS**

**Discussion of Amenity Rules Regarding RiverHouse BYOB**

Mr. Perry stated staff has been working on this and counsel has developed for you an alcohol insurance matrix that goes through different scenarios. In addition, we have gone through and provided a redline copy of the current rules for the district and made adjustments to allow, bring your own beverage to the pool area and so forth. In addition, because of various considerations of liability that we put on the contractor, Vesta, we asked them to quantify any additional costs that may arise from the board pursuing this policy. Since there would be some

additional costs and we talked about doing a survey in the early spring timeframe you might want to consider a question or two in regard to this policy change.

The board and staff discussed the additional cost to the district, how those costs could be covered by surplus in other budget items and adding that cost/benefit to the survey to go to the residents.

On MOTION by Mr. Schaublin seconded by Mr. McIntyre with all in favor this item was tabled to the next meeting.

Mr. Perry stated we will put it on the next agenda and provide the analysis again.

Mr. McIntyre stated I want to be sure that I am clear on what this additional personnel is going to be doing. Are they being hired to patrol for alcohol related incidents or would they also be filling another duty, i.e. lifeguarding or something else in conjunction with making sure everything is okay with that?

Mr. Jason Davidson stated they would be monitoring the consumption of the alcohol. Most of our lifeguards are 15 and 16 so we want to have an adult able to handle situations should they arise.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Adjunct Supplemental Special Assessment Methodology Report for the Series 2016 Bonds**

Mr. Perry stated this is related to the 2016 Bonds, there were some parcels that had not been developed and platted when those bonds were issued. Subsequent to that there are approximately 49 lots that are still in a preliminary plat phase and based on where we are currently there are less lots but more ERUs related to the 2016 Bonds. We are going to rework the allocation of assessments and there are more ERUs to be spread over the debt, the debt per unit will go down and the assessments per unit will go down. Until those 49 lots are platted and we are sure of that we don't want to go through this process. We will bring this back in the spring and hopefully, it will be resolved so it can be reflected in the budget for next year.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

There being none, the next item followed.

**B. Engineer**

Mr. Stillwell stated a resident inquired about some drainage, we met with the resident and provided direction to Jason and Zach. In Phase 2A I thought it was all the resident's property and we had a drainage easement over it, but the CDD owns a 15-foot strip and we are going to take care of the grass in that area now.

**C. District Manager**

Mr. Perry stated in thinking about the BYOB policy if you have any questions, please get with me or Jason because we spent a lot of time on this trying to go through and make sure it reflects what the district wants.

**D. General Manager****1. Report**

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

**Amenity Manager**

Ms. Pollicino reviewed the activities that took place since the last meeting and upcoming community events.

**VerdeGo**

Mr. Beladi gave an overview of the maintenance items taken care of since the last meeting.

**2. Discussion on Offering Rental of Soccer Field for Events**

Ms. Kilinski stated the board approved potentially renting it out. We haven't gone through the rate hearing yet that is scheduled for your December meeting. We were going to adopt a rate to rent that out but after the meeting one of the board members said they had second thoughts about whether that was a good idea or not. Rather than change direction we wanted to bring it back to you for your reconsideration. From a policy perspective we can adopt a rate to rent it out, that doesn't mean you have to rent it out, you could deactivate that rate, you could try it out and change

that policy. Because there was some reconsideration by a board member afterwards we wanted to bring it back to you.

Mr. Schaublin stated I don't mind renting it for events or training seminars but not for a birthday party.

Mr. Sessions stated we are not charging anybody to use the park, we are charging them to have exclusive use of the park, which is no different from what we do with the other facilities. You could also rent half the space. I think renting half the soccer field for events serves the people who have children and want a place to have birthday parties.

Mr. Schaublin stated I would like staff to bring back a proposal with ideas of how we would rent it out and what the cost would be, how it would be managed, how do you ensure they have exclusivity.

On MOTION by Mr. Schaublin seconded by Mr. McIntyre with all in favor this item was tabled to the next meeting.

#### **NINTH ORDER OF BUSINESS**

#### **Supervisors' Requests and Audience Comments**

Mr. Oates asked what is the status of the bicycle accident and lawsuit?

Ms. Kilinski stated that case has been settled. We had a claim a couple years ago for a gentleman who wrecked his bicycle on a sidewalk within the community. It was covered by our general liability policy so no cost to the district for defense but there were several companies brought into it, an engineering company, two construction contractors and that was settled successfully a month or so ago.

#### **TENTH 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.

**ELEVENTH ORDER OF BUSINESS**

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

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

On MOTION by Mr. Sessions seconded by Mr. McIntyre with all in favor the meeting adjourned at 11:50 a.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *FIFTH ORDER OF BUSINESS*

## RESOLUTION 2020-02

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; ADOPTING SUSPENSION AND TERMINATION RULES; ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Rivers Edge Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which owns, operates and maintains certain recreational amenity facilities (collectively, “Recreational Facilities”); and

**WHEREAS**, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

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

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

**WHEREAS**, the Board also desires to adopt rules relating to the suspension and/or termination of patrons’ rights to utilize the Recreational Facilities; and

**WHEREAS**, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the *Suspension and Termination of Privileges Disciplinary and Enforcement Rule* (“Suspension and Termination Rules”), which are attached hereto as **Exhibit B** and incorporated herein by this reference, for immediate use and application; and

**WHEREAS**, the Board finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the fee schedule, attached hereto as **Exhibit C** and incorporated herein by this reference, for immediate use and application (“Fee Schedule”); and

**WHEREAS**, the Board finds that the Fee Schedule outlined in **Exhibit C** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

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

**SECTION 1.** The Amended and Restated Rules of Procedure set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Amended and Restated Rules of Procedure shall replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

**SECTION 2.** The Suspension and Termination Rules set forth in **Exhibit B** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

**SECTION 3.** The Fee Schedule set forth in **Exhibit C** is hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Fee Schedule shall replace any other rates previously imposed by the District and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

**SECTION 4.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of December, 2019.

**ATTEST:**

**RIVERS EDGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice-Chairman, Board of Supervisors

**Exhibit A:** Amended and Restated Rules of Procedure  
**Exhibit B:** Suspension and Termination Rules  
**Exhibit C:** Fee Schedule

**EXHIBIT A:**  
AMENDED AND RESTATED RULES OF PROCEDURE

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

**EFFECTIVE AS OF DECEMBER 18, 2019**

**TABLE OF CONTENTS**

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting. ....	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. ....	7
Rule 1.3	Public Meetings, Hearings, and Workshops. ....	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings. ....	16
Rule 3.0	Competitive Purchase. ....	22
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act.....	27
Rule 3.2	Procedure Regarding Auditor Selection. ....	31
Rule 3.3	Purchase of Insurance. ....	35
Rule 3.4	Pre-qualification.....	37
Rule 3.5	Construction Contracts, Not Design-Build. ....	42
Rule 3.6	Construction Contracts, Design-Build. ....	46
Rule 3.7	Payment and Performance Bonds. ....	51
Rule 3.8	Goods, Supplies, and Materials. ....	52
Rule 3.9	Maintenance Services. ....	56
Rule 3.10	Contractual Services. ....	59
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	60
Rule 4.0	Effective Date. ....	63

**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) Board of Supervisors. 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 or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

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

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

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

- (1)    District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a)    Agenda packages for prior 24 months and next meeting;
  - (b)    Official minutes of meetings, including adopted resolutions of the Board;
  - (c)    Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d)    Adopted engineer's reports;
  - (e)    Adopted assessment methodologies/reports;
  - (f)    Adopted disclosure of public financing;
  - (g)    Limited Offering Memorandum for each financing undertaken by the District;
  - (h)    Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i)    District policies and rules;
  - (j)    Fiscal year end audits; and
  - (k)    Adopted budget for the current fiscal year.

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature 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 this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

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

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to 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 e-mail address.

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

**Law Implemented:** §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

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

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, 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 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
  - (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. 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) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, 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) Public Comment. 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) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and 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:** §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4      Internal Controls to Prevent Fraud, Waste and Abuse**

- (1)    Internal Controls. The District shall establish and maintain internal controls designed to:
- (a)    Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b)    Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c)    Support economical and efficient operations; and
  - (d)    Ensure reliability of financial records and reports; and
  - (e)    Safeguard assets.
- (2)    Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

## **Rule 2.0      Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least 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) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, 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.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than 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) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that 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. 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) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within 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) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, 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 ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

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

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§ 190.011(5), 190.035(2), Fla. Stat.

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

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written 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.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written 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 3.1      Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, “Project” means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm’s qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District’s Request for Qualifications.

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

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

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

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, 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) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

### **Rule 3.2      Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1)    Definitions.

- (a)    "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b)    "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2)    Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3)    Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a)    Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed 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 or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
  - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
  - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
  - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
  - (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, 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:** §§ 119.0701, 218.33, 218.391, Fla. Stat.

### **Rule 3.3      Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, 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) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification 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 all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, 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., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
  - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
  - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
  - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
  - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
  - xii. The vendor or affiliate(s) has been convicted of a contract crime.
    - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
    - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (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) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, 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 all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 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 proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
  - (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

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

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if [the proposals are too high](#), or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, 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.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

**Law Implemented:** §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

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

**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8      Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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 pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (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) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

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

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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 all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, 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 proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

**Law Implemented:** §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

**Rule 3.11      Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1)      Filing.

- (a)      With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b)      Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c)      If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via 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) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other 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) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

**Law Implemented:** § 190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective December 18, 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:**  
**SUSPENSION AND TERMINATION RULES**

**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:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of 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;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
- f. Treats the District’s supervisors, 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;
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests; or
- i. 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.

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

### **a. Offenses:**

- i. First Offense: Verbal warning by Amenity staff and suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
  - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
  - iii. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall run 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 offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.
- b. Each offense shall expire one year after such offense was committed, except 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 such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first 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 shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or General Manager

upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(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 offender(s) privileges, which suspension or termination may include members of the offender(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. Any suspension or termination of Amenity 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.

**EXHIBIT C:**  
**FEE SCHEDULE**

<b>Item</b>	<b>Proposed Fee</b>
RiverHouse Rental (inside only)	\$75/6 hours
Palm Court with Cabana (adjacent to RiverHouse)	\$50/6 hours
Lawn	\$50/6 hours
Soccer Field	\$50/6 hours
Pool Cabana (available only when Amenity Center Staff is on duty)	\$50/6 hours
Group Fitness Room	\$50/2 hours
Rental Deposit	\$500/rental
Event Staffing Fee	\$20-\$40/hour, per attendant
Annual user fee for persons not owning property within the District	\$4000-\$6000/ individual, per year
Facility Access Card Replacement Fee	\$25/card
Additional Guest Passes	\$50/12 guest passes

## *SIXTH ORDER OF BUSINESS*

### Vesta FY'20 RiversEdge I and II Management Fees

Service	Total Annual Fee	RiversEdge I	RiversEdge II	Monthly RiversEdge I	Monthly RiversEdge II	Total
General Manager	\$66,950	\$33,475.00	\$33,475.00	\$2,789.58	\$2,789.58	\$66,950.00
Lifestyle Director	\$63,345	\$31,672.50	\$31,672.50	\$2,639.38	\$2,639.38	\$63,345.00
Field Ops Manager	\$63,345	\$31,672.50	\$31,672.50	\$2,639.38	\$2,639.38	\$63,345.00
Hospitality Staff	\$177,008	\$64,607.92	\$112,400.08	\$5,383.99	\$9,366.67	\$177,008.00
Lifeguards	\$32,712	\$32,712.00		Hourly Fee		\$32,712.00
Full Time Maint Tech	\$56,000	\$28,000.00	\$28,000.00	\$2,333.33	\$2,333.33	\$56,000.00
Part Time Maint Tech	\$28,000	\$14,000.00	\$14,000.00	\$1,166.67	\$1,166.67	\$28,000.00
Janitorial Service	\$32,265	\$16,132.50	\$16,132.50	\$1,344.38	\$1,344.38	\$32,265.00
Pool Maintenance	\$36,450	\$18,225.00	\$18,225.00	\$1,518.75	\$1,518.75	\$36,450.00
Total	\$556,075	\$270,497.42	\$285,577.58			\$556,075.00

**AGREEMENT BETWEEN RIVERS EDGE COMMUNITY DEVELOPMENT  
DISTRICT AND  
VESTA PROPERTY SERVICES, INC. FOR AMENITY MANAGEMENT & FIELD  
OPERATION SERVICES**

This Agreement for Amenity Management and Field Operation Services (“Agreement”) is made and entered into as of this \_\_\_\_ day of December, 2019, by and between:

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”); and

**VESTA PROPERTY SERVICES, INC.**, a Florida corporation with offices located at 245 Riverside Avenue, Suite 250, Jacksonville, Florida 32202 (“Contractor,” and, together with the District, “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, and which was established for the purposes, among others, of owning, operating and maintain various public infrastructure improvements, including recreational facilities and related improvements; and

**WHEREAS**, the District owns and operates a recreation center and associated property that includes swimming pools, tennis courts, clubhouse, fitness room, and other recreational facilities, as further identified on **Exhibit A** attached hereto and incorporated herein by this reference (altogether, the “River House Amenity”); and

**WHEREAS**, the District desires to engage a third-party contractor for the operation and maintenance of the River House Amenity; and

**WHEREAS**, Contractor has a background and extensive experience in the management and maintenance of amenity facilities and is willing to provide such management, operation and maintenance services to the District in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the District desires to enter into a contractual relationship with the Contractor to manage and maintain the River House Amenity and to provide other services as described in this Agreement and as included in the Scope of Services attached hereto as **Composite Exhibit B** and incorporated herein by this reference (“Services”).

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

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **ENGAGEMENT OF SERVICES.** The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the River House Amenity for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

### 3. **SCOPE OF SERVICES**

#### A. **General Scope of Services**

- i. The Services provided by Contractor shall be as provided for in **Composite Exhibit B** and as set forth in this Agreement. Contractor shall immediately, and not more than 24 hours after discovering such concerns, notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare, and shall immediately address and correct such concerns.
- ii. The General Manager and Field Operations Manager shall attend the District's Board of Supervisors' ("Board") meetings, shall prepare a report and submit it to the District Manager at least eight days prior to the Board meeting, and shall include substantive updates and information as may be needed.
- iii. The District may elect to add additional services to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the Services described herein immediately for cause or upon sixty (60) days written notice without cause, specifying the department or position(s) discontinued, in the District's sole and absolute discretion. Any addendums to this agreement will not take effect unless the parties receive an opinion from bond counsel that the changes made thereby do not adversely affect the exclusion from gross income of interest on the bonds financing the managed property. Furthermore, Contractor agrees that this Agreement expressly prohibits non-compete provisions. Should the District elect to suspend any department hereunder, or terminate the Agreement in whole or part, the District shall not be prohibited from directly or indirectly employing or contracting any individual employed by the Contractor under this Agreement. Contractor may prohibit its employees from soliciting work with other competitors or vendors that are not the District in its discretion.
- iv. Should the Contractor generate any revenue associated with running the River House Amenity, the Contractor shall remit any such revenue derived from income generating services and programs to the District on a monthly basis as provided for in this Agreement. The Contractor shall keep close accounting of

all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point of sale system, to support all monthly sales and profit-sharing arrangements.

- v. At all times during operation of the River House Amenity, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing of the River House Amenity. Contractor shall not utilize management level staff hired by Contractor to staff the River House Amenity at other Contractor properties (except those related to the RiverTown community) without the express approval of the District, through its District Manager. Contractor shall not use District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses.
- vi. Contractor shall ensure at all times there is a manager assigned to on-call duty, including nights and weekends. The individual designated to be on-call or on-site for such after-hours time periods shall be communicated to on-site staff working during such time periods. There shall always be management oversight, availability and communication, which is included in the compensation contemplated herein. Included within the compensation provided for in this Agreement is the staffed days and hours as more specifically described in **Composite Exhibit B** attached hereto.

#### **B. General Manager Position**

- i. The Contractor shall be responsible, through the General Manager position, for the comprehensive management, operation and maintenance of the River House Amenity, oversight of all of its employees, amenity-related independent contractors and licensees of the District, and responsible for the aiding District Management in the development of the amenity and capital reserve portion of the budgets related to the River House Amenity, as more particularly described in **Composite Exhibit B**, and in the job description for the General Manager. This provision is meant to be exhaustive such that the Contractor shall be directly responsible for all management, operation and maintenance of the River House Amenity.
- ii. The General Manager shall assist the District with recommending, establishing, implementing and ensuring compliance with rules, policies and procedures for the River House Amenity, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of the River House Amenity. The General Manager shall also be responsible for coordinating all services and oversight, along with appropriate budgeting and invoicing, of the River House Amenity and the River Club Amenity in Rivers

Edge II Community Development District.

- iii. The compensation and general job description for the position are as set forth in **Composite Exhibit B**. This shall be a full-time position.
- iv. The General Manager reports directly to the District Manager. For reference purposes, attached hereto as **Exhibit C** is a District organizational chart, which may change from time to time in the District's discretion. Furthermore, the General Manager shall be responsible for coordinating necessary insurance, waivers, agreements and other documentation through District Staff to ensure all District related activities are appropriately and legally documents to protect the District from further liability exposure. Should there be any question regarding such requirements, the District Manager and District Counsel shall be consulted.

#### **C. Field Operations Manager Position**

- i. The Contractor shall be responsible, through the Field Operations Manager position, for the comprehensive facility management, operation and maintenance of the River House Amenity, as set forth in **Exhibit A**, including, but not limited to: oversight of all of its employees, independent contractors and licensees of the District performing work related to the field operations management scope, and responsible for input into the recreation and capital reserve portions of the budgets related to the River House Amenity. The specific responsibilities are as set forth in the job description for the Field Operations Manager, attached hereto in **Composite Exhibit B**.
- ii. The compensation and general job description for the position are as set forth in **Composite Exhibit B**. This shall be a full-time position.
- iii. The Field Operations Manager reports directly to the District Manager. For reference purposes, attached hereto as **Exhibit C** is a District organizational chart, which may change from time to time in the District's discretion.

#### **D. Lifestyle Coordinator Position**

- i. The Contractor shall be responsible, through the Lifestyle Coordinator position, for creating and implementing: (i) comprehensive and varied schedules of events and activities at the River House Amenity that will appeal to a broad spectrum of District residents, guests and invitees ("Lifestyle Activities"), (ii) coordinating, planning, budgeting and execution of Lifestyle Activities with outside vendors including, but not limited to, Mattamy Jacksonville, LLC, (iii) promoting Lifestyle Activities through multiple media platforms and newsletters, (iv) engaging and fostering relationships with current and

prospective residents, and (v) identifying, vetting and coordinating with a variety of local and regional vendors for Lifestyle Activities, all of which is as more particularly set forth in **Composite Exhibit B**. The Contractor shall be responsible, through the Lifestyle Coordinator position, for the oversight of all of its employees, independent contractors and licensees of the District performing work related to the Lifestyle Activities, and the activities as more particularly described in **Composite Exhibit B**. Furthermore, the Lifestyle Coordinator Position shall be responsible for coordinating necessary insurance, waivers, agreements and other documentation through District Staff to ensure the Lifestyle Activities are appropriately and legally documents to protect the District from further liability exposure. Should there be any question regarding such requirements, the District Manager and District Counsel shall be consulted.

- ii. The compensation and general job description are as set forth in **Exhibit C**.

**E. Aquatic Facilities Management Services**

- i. The Contractor shall be responsible for all duties associated with aquatic management and maintenance of the aquatic facilities at the River House Amenity (“Aquatic Facilities”), which shall include, but not be limited to: completing regular pool maintenance, along with management, scheduling, recruiting, hiring, training, and supervising all personnel. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such services. Contractor and its employees shall be responsible for pool cleaning, brushing, and chemical readings, including documentation of the same, consistent with Florida law and regulations and best practices.
- ii. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the Aquatic Facilities’ seasonal schedule, recognizing that the River House Amenity may be, at designated times, a swim at your own risk facility without lifeguard staffing. All personnel employed by Contractor under this Agreement shall have current and up-to-date certifications and undergo Florida Department of Law Enforcement and criminal background checks. Said personnel shall further monitor the aquatics facilities for compliance with Department of Health and other requirements of food, drinks, glass and other regulatory requirements.
- iii. The Services assume the pools are open subject to weather conditions and Board direction. In the event that the Aquatic Facilities are closed earlier than expected, or for a period of time, on any given day during the term of this Agreement (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which the Aquatic Facilities are not staffed.

## **F. Maintenance Staff Services**

- i. The Contractor shall be responsible for all duties associated with maintenance services at the River House Amenity (“Maintenance”) according to the terms provided for herein and as set forth in **Composite Exhibit B**, which shall include, but not be limited to: general facility and common grounds maintenance, maintenance of the Aquatic Facilities, and janitorial services, along with management, scheduling, recruiting, hiring, training, and supervising all personnel related thereto. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such services.
- ii. The general nature of these Maintenance services is to provide staffing of individuals with requisite education, knowledge, skill and experience for the respective position. The total fees charged for each position shall be as set forth in **Composite Exhibit B** and shall be all inclusive of the staff positions set forth in **Composite Exhibit B**, and all associated wages, salaries, associated taxes, human resource administration, background checks, drug screening, and other employer’s payroll expenses, and any processing fees. The fees charged pursuant to **Composite Exhibit B** shall be billed monthly, in conformance with the invoicing terms set forth in the Agreement. The District shall only be charged for the portion of Maintenance services actually rendered; if certain of the positions set forth in **Composite Exhibit B** are not staffed, the District shall not be charged for such positions.

4. **COMPENSATION.** Contractor shall be compensated for providing the Services described in Section 3 of this Agreement and exhibits hereto in accordance with the pricing as is detailed in the attached **Composite Exhibit B**. The staffed hours of the River House Amenity shall be in accordance with this Agreement and **Composite Exhibit C** and as directed by the District’s designee, who shall be the District Manager. Contractor shall provide, upon request, copies of employee time and attendance records, documenting the total hours worked. Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered to the District at the offices of the District Manager on or before the fifteenth (15th) of the month in which the invoice is being billed (e.g., for Contractor to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered to the District Manager on or before May 15th). These monthly invoices are due and payable within twenty (20) days upon receipt of the invoice by the District, or as may otherwise be required or permitted under Florida’s Prompt Payment Act. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

5. **CONTRACTOR HIRING OF GENERAL MANAGER AND FIELD OPERATIONS MANAGER PROCEDURES.** The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of General Manager, Field Operations

Manager and all other positions provided for hereunder. Any costs associated with the hiring of these positions (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the Compensation provided for herein. The District cannot terminate the General Manager or Field Operations Manager or any other positions. However, upon the determination of the District that the General Manager or Field Operations Manager or are not fulfilling his or her assigned duties in a satisfactory manner, the District, through its District Manager, shall confer with the Contractor regarding the failure to provide services in compliance with this Agreement. The Contractor agrees to resolve such issues expeditiously. The District retains its rights to terminate the Contractor for lack of performance and as provided for herein.

## **6. GENERAL PROVISIONS.**

- A. Contractor is an independent contractor. Contractor shall have sole authority as an independent contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District, of Contractor's employees and contractors, licensees, lessees and vendors that are within the Contractor's control. Contractor shall solely be responsible for oversight, control, direction and management of all personnel providing services of functions at the District and shall defend, hold the District harmless and indemnify the District against any employment or other related claims arising from the same. This provision is meant to be exhaustive such that any claims related to the provision of the Services arise, Contractor shall defend, hold the District harmless and indemnify the District and Contractor has been paid for its services in consideration of the Services and the indemnification provisions provided for in this Agreement.
- B. Contractor shall promptly respond to any and all emergencies or problems related to the River House Amenity and shall report to the District all known problems related to the River House Amenity.
- C. Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services.
- D. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost and in no event at an amount greater than cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.
- E. Contractor shall provide annual evaluations of all employees staffed at the District at a minimum. Such evaluations shall be standardized and provided in accordance with best employment practices. Contractor shall train employees with supervisory responsibilities, or cause such employees to be trained, including but not limited to the General Manager and various department heads,

in human resources and employment best practices. This training at a minimum shall include such topics as performance management and terminations, corrective actions, social networking best practices and the “do’s and don’ts”, harassment and discrimination, interviewing and handling difficult employees/conflict resolution.

- F. All purchases made by any of the positions paid for pursuant to this Agreement or an addendum thereto will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, and other related expenses to District specific operations not a part of the responsibilities of Contractor. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than seventy-two (72) hours.
- G. The General Manager position staffed by Contractor shall (i) provide equal treatment and equal access to the River House Amenity for all residents and paid users, and (ii) maintain the assets of the District in a manner consistent with direction from the Board, through adopted budgets and other Board direction, and consistent with the federal tax law and bond covenants, as applicable. Any substantial operational or budget change shall only be made as approved by the Board. Substantial shall mean a change that affects the integrity of one of the District's core programs or total projected operational fiscal year spending is expected to exceed the adopted fiscal year budget. The purchasing thresholds for the General Manager are pursuant to the policy adopted by the Board, which may be changed from time to time. The current policy is attached to this Agreement for reference purposes.
- H. To the extent that any other terms provided in the exhibits conflict with the terms of this Agreement, the terms of this Agreement shall control.

**7. SHARING OF REVENUES.** Contractor is not entitled to any of the District revenues for the River House Amenity programs whatsoever. The sole compensation for services provided hereunder are as defined in paragraph four herein and as identified in this Agreement.

**8. CARE OF THE PROPERTY.** Contractor shall use all due care to protect the River House Amenity and property of the District, its residents, Patrons, landowners and authorized guests and invitees from damage by Contractor or its employees or agents. Contractor agrees to commence repair of any damage resulting from the Services within twenty-four

(24) hours of notice thereof. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

**9. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the River House Amenity placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than forty-eight (48) hours notify the District in writing of all such orders or requirements.

**10. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS.** Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the River House Amenity or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in collection therewith, unless the Board expressly directs Contractor otherwise, in writing. Emergency reporting shall be consistent with Section 3 herein.

**11. TERMINATION.** The District shall have the right to terminate this Agreement at any time upon written notice to Contractor due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon sixty (60) days' written notice without cause and for any reason whatsoever. Contractor shall have the right to terminate this Agreement upon ninety (90) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the Services performed up to that date as sole means of recovery, hereunder, subject to any offsets the District may have against Contractor. Upon termination of this Agreement, the Contractor shall, as soon as practicable, but in no event later than the effective date of termination or such other date as set forth in the following: (i) deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the River House Amenity, the District operations, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control pertaining to the River House Amenity; (ii) vacate any portion of the River House Amenity then accessed by the Contractor as a consequence of this Agreement; and, (iii) furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

**12. INSURANCE.**

- A. Contractor shall maintain throughout the term of this Agreement the following insurance:
- i. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - ii. Commercial General liability insurance with the following limits:
 

\$3,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
  - iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of \$1,000,000.
  - iv. Employer's Liability Coverage with limits of \$250,000.
  - v. Professional Liability Insurance with limits of \$1,000,000.
  - vi. Employment theft dishonesty insurance in the amount of \$500,000.
  - vii. Abuse/Molestation coverage in the amount of \$5,000,000.
  - viii. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$5,000,000.
- B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board members, the District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees, along with Rivers Edge II Community Development District, its Board members, the District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees and Mattamy Jacksonville LLC, and its officers, employees, representatives, agents and trustees, shall each be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement.

### 13. INDEMNIFICATION.

- A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards,

court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- B. Contractor will defend, indemnify, save and hold the District, and its Board members, the District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees, along with the Rivers Edge II Community Development District, and its Board members, the District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees, and Mattamy Jacksonville LLC, and its officers, employees, representatives, agents and trustees (altogether, the "District Indemnitees") harmless from all loss, damage, injury or any other claims whatsoever, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Contractor's officers, directors, agents, assigns or employees.
- C. For purposes of this section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the River House Amenity in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the River House Amenity, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit license, certification, consent, or other approval.
- D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 13 shall survive the termination or expiration of this Agreement.

**14. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**15. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor 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 and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

**A. If to Contractor:** Vesta Property Services, Inc.  
245 Riverside Avenue, Suite 250  
Jacksonville, Florida 32202  
Attn: Dan Fagan

**B. If to 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 P.A.  
119 South Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel

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 Contractor may deliver Notice on behalf of the District and Contractor. 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.

20. **THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed

or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

21. **ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

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

23. **EFFECTIVE DATE.** This Agreement shall be effective upon execution by both Parties. This term of this Agreement shall be from December 1, 2019 until September 30, 2020 unless terminated earlier in accordance with Section 11, above. This Agreement is subject to two one-year renewals, commencing October 1, 2020 – September 30, 2021 and October 1, 2021-September 30, 2022. Such renewals shall be subject to the same terms and conditions as set forth herein.

24. **PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. Contractor further recognizes that all work product, e-mails, or other forms of transmission whatsoever in furtherance of District business are considered public records and shall be retained as such by Contractor. All data and programs utilized in conduct of District business and operations and stored on computers are considered public records and are required to be turned over consistent with this provision. Contractor 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, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

25. **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.

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

27. **COUNTERPARTS.** This 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.

28. **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, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

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

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

Attest:

**RIVERS EDGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice-Chairman, Board of  
Supervisors

**VESTA PROPERTY SERVICES, INC.**

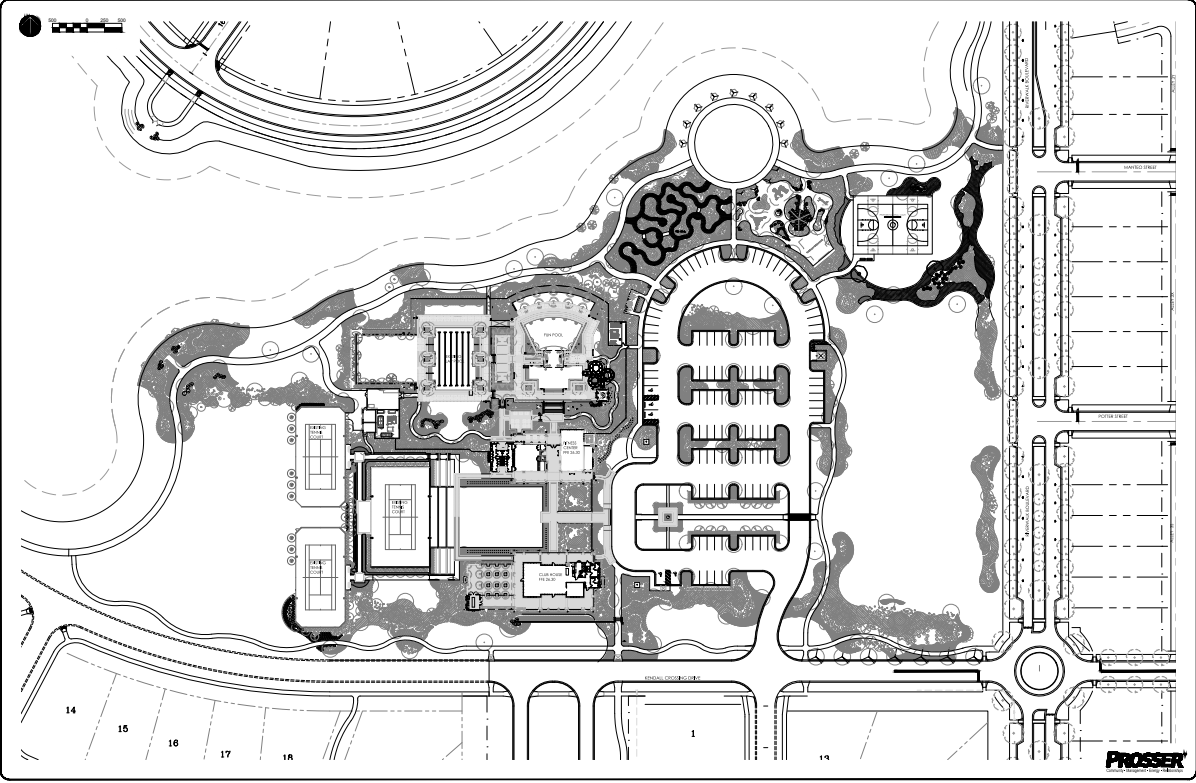
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

<b>Exhibit A:</b>	The River House Amenity
<b>Composite Exhibit B:</b>	Scope of Services
<b>Exhibit C:</b>	Organizational Chart

**EXHIBIT A**  
**THE RIVER HOUSE AMENITY**



**COMPOSITE EXHIBIT B**  
SCOPE OF SERVICES

***Rivers Edge***  
**Community Development District**  
**Vesta Property Services, Inc.**  
**Amenity Management & Maintenance Services**

Submitted by:



**Vesta Property Services, Inc.**  
245 Riverside Avenue, Suite 250  
Jacksonville, Florida 32204  
(904) 355-1831

**I. INTRODUCTION**

Since its founding by Roy Deary in 1994, Jacksonville-based *Amenity Companies* has been the trail-blazer and leader in providing contracted amenity/recreation facility operations for planned-communities in Florida, touching the lives of hundreds-of-thousands of people over the past twenty years. Since 1998, we've continuously and successfully handled large, amenity facility-management/staffing contracts throughout the state. Communities have also contracted with us to benefit from our consulting expertise on behalf of new facility construction and extensive renovation projects.

In 2011, Amenity Companies joined Vesta Property Services, Inc., Florida's pioneer in combining amenity financing and management, lifestyle programming, and community association management services under one corporate umbrella. Vesta is headquartered in Jacksonville, has offices throughout the state, and has over 800 employees - most of which are dedicated on-site at our client-communities.

What Distinguishes Vesta from our competition?

A. Comprehensive Expertise & Engagement: We provide a wide breadth-of-services

(recreation facility management, maintenance, and lifestyle programming) at CDDs and HOAs throughout Florida, engaging tens-of-thousands of families every day with friendly, reliable, and passionate service-professionals.

- B. *Exceptional, Long-Term Relationships*: Our Amenities Division is marked by long-term relationships built upon close, personal ties between our customers, management team, and vendors. (We still serve our very first customer - Kings Point Delray – after 24 years!) This length and depth of our relationships corresponds with our high customer retention-rate, all of which reflects the loyalty and satisfaction that we’ve sustained with our customers and associates every day for the past two decades.

## **II. PROPOSED SERVICES**

The District’s detailed scope-of-work is outlined as follows:

- A. Community Management
  - 1. General Manager
- B. Amenities Staff
  - 1. Lifestyle Coordinator
  - 2. Guest Services Hosts
  - 3. Lifeguards
- C. Maintenance Services
  - 1. Facility Maintenance
  - 2. Pool Maintenance
  - 3. Janitorial

## **III. PERSONNEL**

- A. The *Community General Manager* shall be employed to oversee all facets of the operation with a particular focus on guest services. Additional oversight includes maintenance, events, aquatics and food and beverage services. (*refer to Exhibit A*).
- B. A *Lifestyle Coordinator* shall have the responsibilities of creating and executing a wide variety of events and ongoing activities for a broad spectrum of residents (*refer to Exhibit B*).
- C. A *Field Operations Manager* shall oversee the day-to-day operation of all district assets, common grounds and service providers. (*refer to Exhibit C*).
- D. *Guest Services Hosts* shall be employed to provide a wide range of services to all residents, prospective residents and approved guests. Duties include the greeting of patrons, providing tours of the facilities, issuance of access cards and policy enforcement. Staffing levels will vary based on the season.
- E. *Maintenance Staff* shall provide a variety of services to ensure all district assets are well maintained. (*refer to Exhibit D*).

## **IV. OTHER**

Certification and Training:

Lifeguard staff hold Red Cross or equivalent CPR/lifeguard training and any swim instructors or other personnel hold all required legal and other certifications.

**V. PRICING**

- A. General Manager: **\$33,475.00**
- B. Lifestyle Coordinator: **\$31,672.50**
- C. Field Operations Manager: **\$31,672.50**
- D. Lifeguards: **\$37,712.00**
- E. Facility and Common Grounds Maintenance: **\$42,000.00**
- F. Pool Maintenance Services: **\$18,225.00**
- G. Janitorial Services: **\$16,132.50**

**Total Annual Fees** for all service components (A through H above) = **\$270,497.42**

*Any future rate increases will not exceed 3.0% annually and are subject to board approval and shall be consistent with this Agreement.*

***Exhibit A***

- a) Act as a liaison between Vesta staff, District Staff and the Board of Supervisors.
- b) Ensure that staff provide exceptional service for the benefit of all residents, guests and prospective home buyers.
- c) Act as an ambassador of the community.
- d) Provide tours of the amenities for new and prospective residents.
- e) Act as an extension of sales agents and realtors in assisting prospective home buyers.
- f) Hold subordinate managers (such as the F+B Manager, Field Operations Manager and Lifestyle Director) accountable to a high level of performance within their areas of responsibility. Provide direction and support to said staff.
- g) Maintain an expansive knowledge of the history and current state of the entire community. Provide suggestions to the board relative to potential future needs of the district.
- h) Resolve resident issues on a timely basis.
- i) Recommend district policy changes as needed.
- j) Maintain timely communication with the Board of Supervisors, CDD staff and support staff.
- k) Issue comprehensive reports to the board at monthly meetings.

### ***Exhibit B***

- a) Develop and implement a wide variety of community-wide events, activities, and programs to help fulfill the residents' desired lifestyle and maximize their use of the amenities.
- b) Work closely with the Mattamy marketing team in the planning, budgeting and execution of events for residents and prospects.
- c) Promote the lifestyle of RiverTown through the community website, multiple social media sites and a monthly newsletter in addition to weekly e-blasts.
- d) Act as the "host" of each event by remaining available to build relationships with residents, guests and prospective home buyers.
- e) Identify and vet a variety of entertainment and specialty vendors that will be used for special event and lifestyle programming.
- f) Provide tours of the amenities for new and prospective residents.
- g) Complete administrative duties such as scheduling, registration and payment collection. Arrange payment to vendors by working with the developer and District Staff.
- h) Create child and adult team recreation activities.
- i) Ensure that all expenses stay within the lifestyle/special events budget.
- j) Management/Special Events Budgets (if any) and provide quarterly updates on all such expenditures.
- k) Hire, train and schedule special event staff for events (small and large).
- l) Debrief with personnel after the event in order to improve future events.
- m) Field resident questions, inquiries, and concerns regarding lifestyle programs.
- n) Provide for the fair and equal reservation of the Community Garden plots by residents and paid users of the District only, recognizing that there are limited Community Garden plots compared to number of residents. May charge residents a reasonable fee for participation in the Community Garden, which fee shall be advertised to residents and paid users and applied uniformly.
- o) Manage the reservation, maintenance, and general oversight of the Community Garden. Residents and paid users of the District are anticipated to be responsible for the planting and individual care of Community Garden plots and associated individualized equipment.
- p) Ensure that Community Garden participants adhere to District adopted policies and all federal, state and local regulations, laws, codes and permit requirements.

### ***Exhibit C***

- a) Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of all District assets.
- b) Act as the primary point of contact for district supervisors and staff, residents and service providers.
- c) Report to and interact with district supervisors, staff and residents during monthly meetings. Implement District Board directives on a timely basis.
- d) Respond to resident inquiries in a timely and professional manner.
- e) Advise the CDD of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to "normal wear-and-tear," natural disasters, vandalism, etc. and secure

- cost estimates for same.
- f) Assist the District Manager in developing an annual maintenance budget and a long-term facility replacement schedule
  - g) Maintain an up-to-date operations and maintenance manual, complete with current drawings.
  - h) Create a detailed scope of work for projects requiring additional contractors. Work with and present to the board of supervisors when appropriate. Secure cost estimates and initiate work.
  - i) Hire, train and hold accountable onsite maintenance staff. Areas of responsibility include; pool maintenance, janitorial services, outdoor facility maintenance and common grounds maintenance throughout the community.
  - j) Assess the performance of all maintenance contractors. Hold all service providers accountable to a high standard. Report to board any remedial actions required.
  - k) *Landscaping/Irrigation*: Oversee landscape maintenance/irrigation system provider's performance through regular meetings and inspections. Action item lists will be created in documenting and monitoring problem-resolution. Work with provider's management team to ensure compliance with contractual requirements and corrections to performance deficiencies, as needed.
  - l) *Maintenance of Lakes/Holding Ponds*: Oversee performance of storm water-management system service provider, as well as pond maintenance provider. Ensure that inlets are maintained, debris around embankments is removed, etc.

### ***Exhibit D***

#### **General Facility and Common Grounds Maintenance**

- a) Daily cleaning of all outdoor structures.
- b) Thorough removal of debris and trash in and around the facility.
- c) Clean soffits, ceiling fans, light fixtures and all outdoor ceiling surfaces.
- d) Blow off entire pool deck and all entryways.
- e) Removal of spider webs, wasps' nests, mud daubers, etc.
- f) Maintain 3 tennis courts. Regular maintenance includes brushing, rolling and lining of all courts. Regular maintenance of the irrigation system. Inspection and repair of windscreens. Removal and application of surface material as needed.
- g) Assist the Field Operations Manager in maintaining all district common grounds and monuments. Maintenance includes management of dog waste stations and trash and debris removal throughout the property.
- h) Address (and report) safety hazards immediately.
- i) Spot pressure wash as needed.
- j) Projects and simple repairs as able.
- k) *Part-Time Maintenance Services*: A part-time Maintenance Technician will provide an additional twenty (20) hours per month in order to assist the onsite Facility and Field Operations Manager.
- l) *Additional Maintenance Services*: Additional maintenance services will be provided on an as-needed hourly basis in order to assist the onsite Facility and Field Operation Managers at the rate of \$23.00 (twenty-three dollars) per hour.

#### **Swimming Pool Maintenance**

- a) Check pool water quality and complete appropriate form equivalent to DH *Form 921 3/98 Swimming Pool Report*, as required by Chapter 64E-9.004(13), FAC, each site visit.
- b) Conduct and record necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d).
- c) Manually skim, brush and vacuum pools as necessary
- d) Clean pool tiles and scum gutters.
- e) Perform annual maintenance.
- f) Operate filtration and recirculation systems.
- g) Maintain pool at proper water level and maintain filtration rates.
- h) Check valves and other components for leaks and maintain in proper condition.
- i) Advise the District of any necessary repairs, cleaning, or replacement items required due to normal wear & tear, "Acts of God," or vandalism. Such repairs shall be billed separately upon written approval of the District.

**Note 1:** *Additional service and chemicals due to natural disasters or gale-force winds shall be billable to the District at cost.*

**Note 2:** *Pool chemicals necessary to maintain water quality in accordance with Florida law shall be purchased directly by the District and shall not be included in the pool maintenance price proposed herein.*

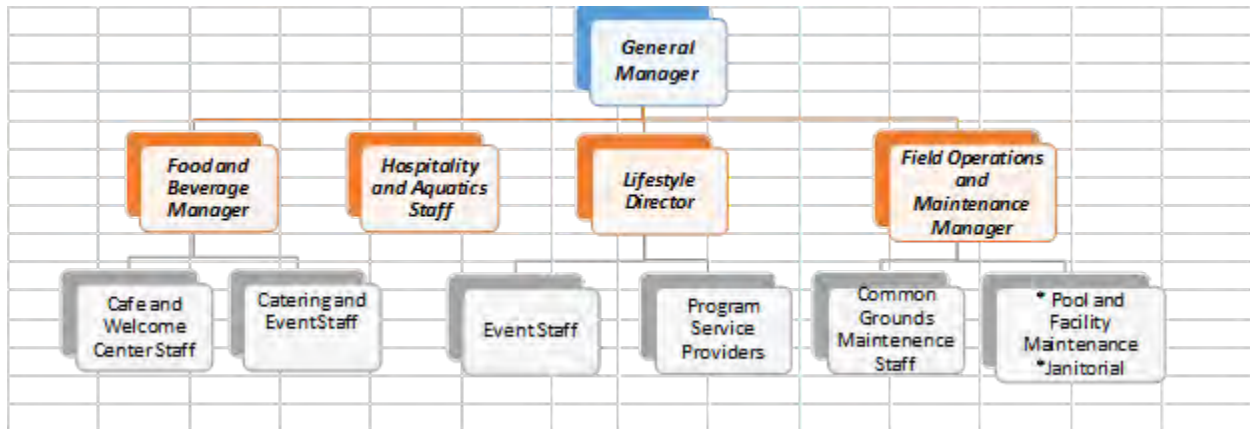
#### **Janitorial Services**

- a) Maintain general appearance of all indoor spaces by vacuuming carpet, dusting of all fixtures, mopping floors, cleaning windows, bathrooms, counters and tiled areas.
- b) Window cleaning includes window ledges and blinds.
- c) Bathroom cleaning includes all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed.
- d) Dusting includes the cleaning of window ledges, vents, furniture bases, shelves, picture frames, counter tops, tables, televisions and fitness equipment.
- e) Straightening of all furniture and fixtures.
- f) Removal of all interior trash.

**Note:** *Should extraordinary cleaning services be required (as agreed to by the District Manager or the Board of Supervisors), such special janitorial services and/or equipment/supplies shall be billable to the District upon notice and acceptance by the District Manager.*

### **EXHIBIT C**

## ORGANIZATIONAL CHART



## *SEVENTH ORDER OF BUSINESS*

Currently we staff the RiverHouse Tuesday – Sunday from 10am – 7pm year-round. If the Board is considering such policy, we will need to modify our staffing of the facility with “of age” staffers and additional hours to ensure proper handling of potential events. We are proposing these options for the board, please keep in mind the seasonality is based on daylight savings time.

Option A: ~~\$6,348~~

Reduction of hours now through March 1<sup>st</sup>

*Tuesday – Sunday 10am – 5pm*

Increase in March through October

*open Monday 12-7 and extending hours until dusk Friday through Sunday*

Option B: ~~\$4,692~~

Reduction of hours now through March 1<sup>st</sup>

*Tuesday – Sunday 10am – 5pm*

Increase in March through October

*open Monday 12-7 and extending hours until dusk Friday Saturday and Sunday*

Option B: ~~\$552~~

Reduction of hours now through March 1<sup>st</sup>

*Tuesday – Sunday 10am – 5pm*

Increase in March through October

*Facility Closed Monday and extending hours until dusk Friday Saturday and Sunday*



Option A : \$6,348

**NOVEMBER - FEBRUARY**

Reduce hours of operation to 10am - 5pm

Option B : \$4,692

**NOVEMBER - FEBRUARY**

Reduce hours of operation to 10am - 5pm

Option C : \$552

**NOVEMBER - FEBRUARY**

Reduce hours of operation to 10am - 5pm

**MARCH-OCTOBER**

Addition of hours on Monday 12-7

Addition of hours Friday through Sunday 10-Dusk

**MARCH-OCTOBER**

Addition of hours on Monday 12-7

Addition of hours Saturday and Sunday 10-Dusk

**MARCH-OCTOBER**

Addition of hours Friday through Sunday 10-Dusk

Close the facility for the day for maintenance on Monday

*EIGHTH ORDER OF BUSINESS*



## 2020 SUMMER SWIM TEAM PROPOSAL

The RiverTown Swim Team is requesting the support and approval from the CDD to continue our community swim team this summer, 2020. We will swim with the First Coast Summer Swim League again, which has been operating 10+ years with teams like Atlantic Beach Country Club, Marsh Landing, Sawgrass, Aberdeen, Eagle Harbor, Eagle Landing and Oakleaf.

### **Proposed Practice Schedule = 35 days total**

*Tuesday's, Wednesday's & Thursday's*

#### **May Evening Practices (9 days)**

*4:30-6:30 pm*

May 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>

#### **June Morning Practices (13 days)**

*8:00-10:00 am*

June 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup>, 23<sup>rd</sup>, 24<sup>th</sup>, 25<sup>th</sup>

#### **June Evening Practices (4 days)**

*4:30-6:30 pm*

June 3<sup>rd</sup>, 10<sup>th</sup>, 17<sup>th</sup>, 24<sup>th</sup>

#### **July Morning Practices (9 days)**

*8:00-10:00 am*

July 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 23<sup>rd</sup>

#### **July Evening Practices (3 days)**

*4:30-6:30 pm*

July 8<sup>th</sup>, 15<sup>th</sup>, 22<sup>nd</sup>

Benefits of this schedule:

- These hours are during non-peak hours which should affect very little residents.
- Since RiverTown has two amazing amenities/pools, residents will have the option to visit another pool during practice times, should they choose.
- Most residents start showing up to the pool at 10 am in anticipation of the water slide opening. This allows us to be cleared from the pool deck before peak hours.

- We will not practice on Fridays as the pool may be busy with community events. No Practice on Mondays while pool is closed for cleanings.
- One lane will always be available when residents are interested in lap swimming.

## **Meets**

We would like to host 2 meets the summer of 2020. We will host both meets on Saturday mornings, beginning at 8:00 am. These meets should not run later than 12:00 pm.

## **Insurance**

The RiverTown Swim Team will renew a \$1,000,000 General Liability insurance policy through K&K Insurance. This policy will cover the RiverTown Swim Team, Coaches, RiverTown Amenity Center, and the CDD. The league has an **additional General Liability Insurance policy** for \$1,000,000, covering each swimmer and coach at all meets.

**LICENSE AGREEMENT BY AND BETWEEN RIVERS EDGE COMMUNITY  
DEVELOPMENT DISTRICT AND  
RIVERTOWN RIPTIDES REGARDING THE USE OF THE DISTRICT'S AQUATIC  
FACILITIES**

**THIS LICENSE AGREEMENT** ("License Agreement") is made and entered into this \_\_\_\_ day of December, 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, and with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District"), and

**RIVERTOWN RIPTIDES, INC.** a Florida not-for-profit corporation, with a mailing address of 184 Olivette Street, St. Johns, Florida 32259 ("Licensee" and together with the District, sometimes referred to as "Parties").

**RECITALS**

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

**WHEREAS**, the District owns, operates, and maintains a recreation facility, which includes a competition pool ("Competition Pool") and other aquatic facilities (together, "Aquatic Facilities") as District improvements, as shown highlighted on **Exhibit A**, attached hereto and incorporated herein by reference (altogether, "Amenity Facility"); and

**WHEREAS**, Licensee approached the District and desires to make use of the District's Amenity Facility for a swim team meeting, swim team practices and the hosting of up to two (2) swim meets; and

**WHEREAS**, the District is willing to allow the Licensee to make use of the Amenity Facility as specifically set forth herein, provided that such use does not impede the District's operation of the Amenity Facility as a public improvement and such use is in compliance with this License Agreement; and

**WHEREAS**, the District has determined that providing the Licensee with the ability to use the Amenity Facility is a benefit to the District, is a proper public purpose, and makes appropriate use of the District's public facilities; and

**WHEREAS**, the District and the Licensee warrant and agree that they have all rights, power, and authority to enter into and be bound by this License 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. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

**2. GRANT OF LICENSE.** The District hereby grants to the Licensee a license to use the Amenity Facility for swim team practices and up to two (2) swim meets, in accordance with the schedule attached hereto as **Exhibit B** and incorporated herein by reference ("License"). In consideration of use of certain portions of the Amenity Facility, Licensee agrees to the following conditions:

**A.** Licensee's access is limited to the Competition Pool, the adjacent pool deck, and the Amenity Facility restrooms as highlighted in yellow on **Exhibit A**, and the parking lot serving the Amenity Facility, along with access to the RiverHouse for the swim team meeting only. No other use of, or access to any other portions of the Amenity Facility is permitted.

**B.** Licensee's access is limited to a swim team meeting, swim team practices and up to two (2) swim meets on the dates set forth in **Exhibit B**.

**C.** The Parties acknowledge that weather conditions may affect the use of the Amenity Facility at any given time. The District shall have the right to temporarily close the Amenity Facility 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 Amenity Facility. Licensee shall be responsible for the safety of its staff, guests, invitees, agents, or participants during such times.

**D.** Only swim team participants and coaches are permitted to enter the Competition Pool, except in case of emergency. Family members and/or guests of Licensee may not use the Competition Pool in conjunction with this License except on swim meet days as provided in **Exhibit B**. However, nothing in this Agreement is intended to limit resident and paid users access to the Amenity Facility.

**E.** Swim team membership shall be open only to residents and paid users of the District.

**F.** Licensee's use of the Competition Pool shall be contemporaneous with the use of the Amenity Facility by District Patrons (as that term is defined in the Policies Regarding District Amenity Facilities) and Licensee's use shall not interfere with the operation of the Amenity Facility as a public improvement.

**G.** One outside swim lane shall be kept open at all times during swim team practice to allow District Patrons to use the Competition Pool. If such outside lane is full (more than 3-4 users), swim team shall open an additional lane for District Patrons use.

**H.** Licensee shall ensure the schedule set forth in **Exhibit B** is coordinated with the District's onsite management staff, which schedule must be approved in writing prior to conducting any such events. Licensee shall meet with the management staff prior to scheduled swim meets to coordinate parking plans, details, times, and housekeeping responsibilities. 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 individual event and trash is properly disposed of in trash bags and taken to the dumpster. Licensee may display signage during swim team meets only. Signs may be displayed on the day of the meet and must be taken down within 24 hours of conclusion of such meet. Any other permanent signage, other than advertising in accordance with the District's policies and coordinated through the management staff, 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." Any proceeds generated from the events, sales and sponsorships shall remain with Licensee.

**I.** Licensee shall be required to provide parking monitors for swim meets. 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.

**J.** Licensee's use of the Competition Pool shall be subject to the policies and regulations of the District and Licensee acknowledges receipt and reading of all such policies and rules.

**K.** 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 C**, fully executed by each swim team participant and the parent or legal guardian of such swim team participant, resident and non-resident coach/volunteers, along with all swim meet participants and their guardians, prior to that swim team participants' use of the Amenity Facility. The Licensee shall not permit any swim team participant to use the Amenity Facility without first providing the District with a fully-executed Release for such participant. Should the Licensee fail to comply with this section, the District may immediately terminate this License Agreement, notwithstanding any provisions to the contrary.

**L.** 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 in no way limited to, USA swimming guidelines, health department requirements, fire code and other laws ("Laws"). It is Licensee's responsibility to know, understand and follow such Laws. Further, Licensee shall comply at all times

with the Guidelines for Swim Team Usage, set forth in **Exhibit D** hereto and incorporated herein by this reference.

**M.** At all times, Swim Team must further comply with the Youth Safety Guidelines attached hereto as **Exhibit E**, and incorporated herein by this reference.

**3. TERM.** The term of the License shall be from May 5, 2020, through July 23, 2020, unless terminated or revoked pursuant to section 4 below. However, the covenants and obligations of Licensee contained herein, to the extent such acts accrue during the term of this Agreement, shall survive cancellation for acts and omissions which occurred during the effective term of the License Agreement.

**4. SUSPENSION, REVOCATION AND TERMINATION.** The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be immediately suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District.

**5. PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to operate a swim team and to provide certified, trained, and qualified swimming instructors and/or coaches. Licensee further represents that its swimming instructors and/or coaches are certified as provided in section 514.071, *Florida Statutes*, and all other applicable laws. 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, staff and invitees. All minors participating in the swim team 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 swimmer while using the Amenity Facility. Any and all waivers signed by Licensee's swimmers shall acknowledge the fact that the District is not responsible.

**6. CAPACITY OF POOL.** The size of the swim team shall be limited to a maximum of one hundred fifty (150) max participants. Licensee shall be responsible for determining the appropriate ratio of swim team participants to coaches and shall provide the expected number of swim team participants to the District's management team and cooperate in good faith with District staff to ensure that the pool capacity is not exceeded.

**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, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its staff, agents, resident and non-resident participants, guests, or invitees. The District and its supervisors, officers, professional staff and agents shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. Licensee hereby agrees to defend, indemnify and hold the District and its supervisors, officers, professional staff and agents harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all

suits, actions and judicial decrees (all costs including, without limitation, expert witness fees, paralegal fees, 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 staff, 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 or law.

**8. NOTICES.** All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

**A. 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, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Licensee:** RiverTown RipTides, Inc.  
184 Olivette Street  
Saint Johns FL, 32259  
Attn: Melissa Zimmer

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.

**9. CARE OF PROPERTY.** Licensee agrees to use all due care to protect the property of the District, its Patrons (as that term is defined in the Policies Regarding District Amenity Facilities) 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 Amenity Facility under this License Agreement. Licensee shall commence repair any damage resulting from its operations under this License 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 LICENSE AGREEMENT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Licensee's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than one hundred dollars (\$100).

**11. 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 A. Perry** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, 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 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 Licensee, 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 904-940-5850, JPERRY@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST. AUGUSTINE, FLORIDA 32092.**

**12. CONTROLLING LAW; VENUE; REMEDIES.** This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

**13. 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.

**14. NO TRANSFER OR ASSIGNMENT.** 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 without such prior written consent shall be void.

**15. ENTIRE AGREEMENT.** This is the entire License Agreement of the parties and it may not be amended except in writing signed by both parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the Amenity Center.

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

Attest:

**RIVERS EDGE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

Witness:

**RIVERTOWN RIPTIDES, INC.**

\_\_\_\_\_  
Signature

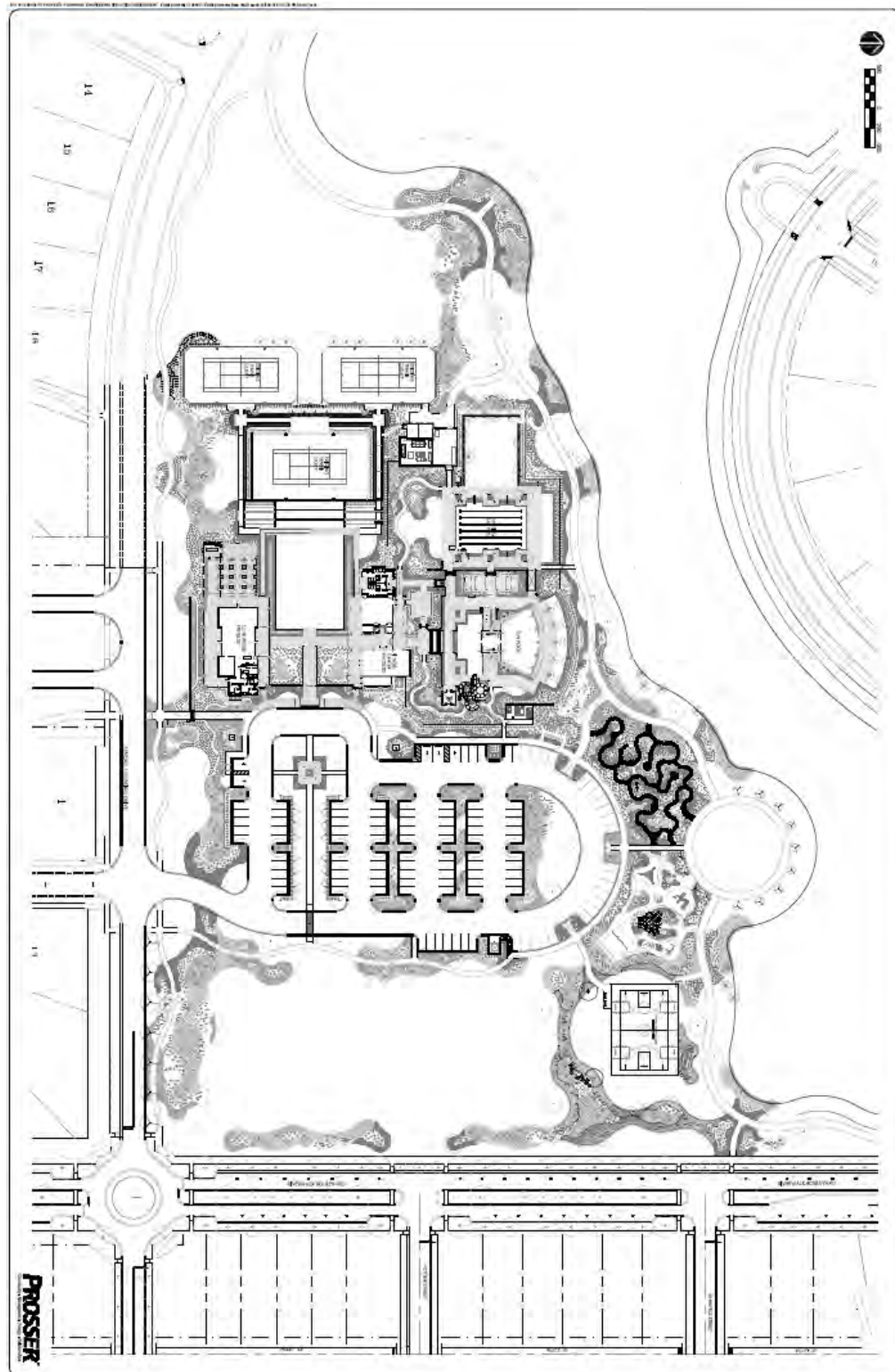
\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Amenity Facility Map  
**Exhibit B:** Schedule of Swim Team Practices and Meets  
**Exhibit C:** Waiver and Release  
**Exhibit D:** Guidelines for Swim Team Usage  
**Exhibit E:** Youth Safety Guidelines

Exhibit A  
Amenity Facility Map



**Exhibit B**  
**SWIM PRACTICE SCHEDULE**

From May 5, 2020 to July 23, 2020						
<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
		May 5 4:30- 6:30pm	May 6 4:30- 6:30pm	May 7 4:30- 6:30pm		
		May 12 4:30- 6:30pm	May 13 4:30- 6:30pm	May 14 4:30- 6:30pm		
		May 19 4:30- 6:30pm	May 20 4:30- 6:30pm	May 21 4:30- 6:30pm		
		June 2 8:00- 10:00am	June 3 8:00- 10:00am 4:30-6:30pm	June 4 8:00- 10:00am		
		June 9 8:00- 10:00am	June 10 8:00- 10:00am 4:30-6:30pm	June 11 8:00- 10:00am		
	June 15 8:00- 10:00am	June 16 8:00- 10:00am	June 17 8:00- 10:00am 4:30-6:30pm	June 18 8:00- 10:00am		
		June 23 8:00- 10:00am	June 24 8:00- 10:00am 4:30-6:30pm	June 25 8:00- 10:00am		
		July 7 8:00- 10:00am	July 8 8:00- 10:00am 4:30-6:30pm	July 9 8:00- 10:00am		
		July 14 8:00- 10:00am	July 15 8:00- 10:00am 4:30-6:30pm	July 16 8:00- 10:00am		
		July 21 8:00- 10:00am	July 22 8:00- 10:00am 4:30-6:30pm	July 23 8:00- 10:00am		

\*One lane will be made available to residents during all practices.

## SWIM MEET SCHEDULE

<b>Swim Meets (Includes Use of Lap Lanes in Pool and Pool Deck)</b>	Saturday, _____, 2020 8am-12pm Saturday, _____, 2020 8am-12pm
<b>Volunteer Requirements*</b>	2 Parking Lot Attendants 1 Restroom Attendant 1 Front Gate Monitor

\*All volunteers must check in with District staff prior to event.

\*Swim Team will coordinate with District staff to set up for the swim meet the night before the scheduled meet. Swim Team will be responsible for cleaning the pool area and indoor and outdoor facilities after the swim meet.

## MISCELLANEOUS CLUBHOUSE, DECK, AND POOL AREA USE

Registration online Date to be coordinated with District Staff
League Meeting at RiverHouse _____, 2020
End of Season Banquet RiverHouse Date and Time to be coordinated with District Staff

**EXHIBIT C**  
**WAIVER AND RELEASE**

I, \_\_\_\_\_, on behalf of myself, my personal representatives, my minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Rivers Edge Community Development District (the "District"), and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and amenity center contractors from any and all liability, claims, lawsuits, actions, suits, or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, expert witness fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my children's and my guests' use of the facilities and lands owned by the District in connection with the RiverTown Swim Team, including any and all on-site or off-site activities related to the RiverTown Swim Team, and any transportation to and from such activities. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my own, my children's and my guests' participation in any and all of these activities, including, but not limited to any injuries sustained by me, my children, and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District's property in connection with the RiverTown Swim Team. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District's property. The provisions of this waiver of liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release 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 or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

**ICERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD, OR MY GUEST UTILIZE THE DISTRICT'S FACILITIES OR LANDS.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

## **EXHIBIT D**

### **Guidelines for Swim Team Usage**

1. Usage of the Amenity Facility is limited to the facilities named in the Agreement ONLY. Swim team members that are not District residents or paid users of the other facilities shall not have access to other District facilities.
2. Swim Team is required to provide for lifeguards as may be needed.
3. Swim Team is responsible for ensuring that Swim Team members abide by all facility rules and policies. Swim team will provide an assigned gate monitor and locker room monitor for times when it is utilizing the facilities.
4. Swim Team shall not store any equipment on site without written approval by the District in advance of such storage.
5. The Swim Team shall be responsible for straightening chairs, removing any debris and clean the pool deck, locker rooms/restrooms (from any additional impacts), sidewalk, and parking lot after each practice/lesson session, as warranted.
6. At all times that the facility is open to the public, one lane shall be reserved for recreational lap swimmers. In the event the one lane reserved for recreational lap swimmers is filled, Swim Team shall collapse so that a second lane is available to the public.
7. Swim Team roster must be provided to the District at least seven (7) days prior to the first day of commencing swimming practices. The roster must include all coaching staff.
8. Swim Team size is limited to no more than one to 150 participants. Swim Team may not include non-resident participants.
9. Proof of insurance must be provided to the District prior to practices/programs beginning.
10. Swim Team contract with the District must be signed and provided to the District prior to practices/programs beginning.
11. Swim Team is responsible for and must ensure that, prior to registration and/or payment with the Swim Team, each prospective resident Swim Team member demonstrates proof of residency and/or shows proof of a current and unexpired User Access Card. Additionally, it shall be the responsibility of the Swim Team to ensure that all Swim Team members are covered by the Swim Team's insurance policy. ALL program participants, resident and non-resident, must complete waiver and release and must be fully covered by Swim Team's insurance.
12. The Swim Team is required to have a person certified in American Red Cross Lifeguarding and CPR/AED on deck, supervising the Swim Team swimmers, at all times during Swim Team practices/programs. All minors must be supervised at all times.

## **EXHIBIT E**

### **Youth Program Safety Guidelines**

#### **Introduction**

To help protect minors, the Rivers Edge Community Development District has developed the following list of guidelines. It is important that Contractor'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 Contractor and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for Contractors 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 Contractor, 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, Contractor:

- 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, minors is 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 of 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.
- Will designate a "confidential counselor" to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

#### Behavioral Guidelines for Paid Staff and Volunteer

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 the confidential counselor or other 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.

## *NINTH ORDER OF BUSINESS*

**LICENSE AGREEMENT BY AND BETWEEN THE RIVERS EDGE COMMUNITY  
DEVELOPMENT DISTRICT  
AND FLORIDA RACE DAY REGARDING THE USE OF CERTAIN DISTRICT  
PROPERTY**

**THIS LICENSE AGREEMENT** (“License Agreement”) is made and entered into this \_\_\_\_ day of December, 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 offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District”), and

**FLORIDA RACE DAY, LLC**, a Florida limited liability company, with a mailing address of 254 Porta Rosa Circle, St. Augustine, Florida 32092 (“Licensee” and together with the District, “Parties”).

**RECITALS**

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

**WHEREAS**, the District owns, operates, and maintains a recreation facility and parking facility (“Amenity Facility”) and certain adjacent property (“5K Route”), as shown on **Exhibit A**, attached hereto and incorporated herein by reference (altogether, “License Area”); and

**WHEREAS**, Licensee approached the District and desires to make use of the License Area for hosting a 5K running race on February 15, 2020 (“Race”); and

**WHEREAS**, the District is willing to allow the Licensee and its volunteers to make use of the License Area for the Race provided that such use does not impede the District’s operation of the License Area as a public improvement and so long as the terms and conditions set forth herein are met; and

**WHEREAS**, the District has determined that providing the Licensee with the ability to use the License Area is a benefit to the District, is a proper public purpose, and makes appropriate use of the District’s public facilities; and

**WHEREAS**, the District and the Licensee warrant and agree that they have all rights, power, and authority to enter into and be bound by this License 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. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

**2. GRANT OF LICENSE.** The District hereby grants to the Licensee a license to use the License Area for the Race (“License”). In consideration for use of the License Area, Licensee agrees to the following conditions:

**A.** Licensee’s access is limited to the License Area as set forth in **Exhibit A**. No other use of or access to the District’s property, including the Amenity Facility, is permitted. The District does not and cannot confer rights or interests in property outside of the License Area and makes no representations regarding the same; Licensee is solely responsible for obtaining consents, permits and meeting all regulatory requirements to utilize non-District property.

**B.** Licensee’s access is limited to the Race taking place on February 15, 2020 from 6:00 a.m. to 12:00 p.m.

**C.** The Parties acknowledge that weather conditions may affect the use of the License Area at any given time. The District shall have the right to temporarily close the License Area 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 License Area. Licensee shall be responsible for the safety of its employees, guests, invitees, agents, or participants during such times.

**D.** Only Race participants, volunteers and coaches using the License Area for the Race are permitted to enter the License Area, except in case of emergency. Family members and/or guests of Licensee may not use the License Area in conjunction with this License.

**E.** Licensee’s use of the License Area shall be contemporaneous with the use of the License Area by Patrons of the District (as that term is defined in the Policies Regarding District Amenity Facilities), and Licensee’s use shall not interfere with the operation of the Amenity Facility as a public improvement.

**F.** Proper non-permanent signage regarding parking, mile markers and other information may be used during the term of this License only. Said property shall be restored to the same or better condition after completion of this License.

**G.** Licensee's use of the License Area shall be subject to the policies and regulations of the District, including but not limited to the Policies Regarding District Amenity Facilities, and Licensee acknowledges receipt of all such policies and rules. All promotional materials shall make clear that it is not a Rivers Edge CDD sponsored or affiliated event.

**H.** 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 Race participant and, for minors, the parent or legal guardian of such participant, prior to that Race participants' use of the License Area. An electronic or hard copy form is permissible. The Licensee shall not permit any Race participant to use the License Area for the purposes set forth in this License Agreement without first providing the District with a fully-executed Release for that participant. Should the Licensee fail to comply with this Section 2.H., the District may immediately terminate this License Agreement, notwithstanding any provisions to the contrary and shall hold Licensee liable.

**I.** Licensee shall maintain the License Area in a clean, neat, and sanitary condition in accordance with all applicable laws, rules, regulations, ordinances and covenants. Repairs of the License Area that are determined by the District and to be a result of this License Agreement, shall be completed in a timely manner and at the Licensee's sole cost and expense. Further, the Licensee shall ensure proper coordination of parking plans, garbage/trash pickup responsibilities, maintenance of traffic and obtain any and all authorizations required by any regulatory agencies, including but not limited to the County, FDOT, the State of Florida or other entities. It is the responsibility of the Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion and trash is properly disposed of in trash cans.

**3. COMPENSATION; TERM.** Licensee shall remit Five Dollars (\$5.00) to the District for each participant with paid entry to the 5K race. The term of the License shall be limited to February 15, 2020, unless terminated or revoked pursuant to Paragraph 4 below. However, the covenants and obligations of Licensee contained in Sections 7, 9, and 10 shall survive cancellation for acts and omissions which occurred during the effective term of the License Agreement.

**4. SUSPENSION, REVOCATION AND TERMINATION.** The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be immediately suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District.

**5. PROFESSIONAL JUDGMENT.** Licensee represents that it is qualified to operate a running race and to provide trained and qualified running race administrators. Licensee shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants and employees. All minors participating in the Race 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 Race participant while using the License Area. Any and all waivers signed by Licensee's Race participants shall acknowledge the fact that the event is not a District sponsored or endorsed event. Furthermore, Licensee shall be solely responsible for procuring all state, county and local permits, certifications and otherwise complying with all applicable law in administering the Race.

**6. CAPACITY OF LICENSE AREA.** Licensee shall determine the number of Race participants and the appropriate ratio of Race participants to Race timers and administrators; provided, however, that Licensee shall provide the expected number of Race participants to the District's amenity manager ("Manager") and cooperate in good faith with the Manager to ensure that there is not an issue with capacity in the License Area.

**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, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, students, guests, or invitees. The District and its supervisors, staff, officers and agents shall be named as additional insured parties on such policy. Licensee shall provide continuous proof of such insurance coverage to the District. Licensee hereby agrees to defend, indemnify and hold the District and its supervisors, staff, officers and agents harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (all costs including, without limitation, expert witness fees, paralegal fees, 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 or law.

**8. NOTICES.** All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by overnight delivery service or First-Class Mail, postage prepaid, to the Parties, as follows:

<b>A. If to the District:</b>	Rivers Edge Development District 475 West Town Place, Suite 114 St. Augustine, Florida 32092 Attn: District Manager
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**With a copy to:**

Hopping Green & Sam's, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Licensee:**

Florida Race Day, LLC  
254 Porta Rosa Circle  
St. Augustine, Florida 32092

Attn: Joe Fertsch

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.

**9. CARE OF PROPERTY.** Licensee agrees to use all due care to protect the property of the District, its Patrons (as that term is defined in the Policies Regarding District Amenity Facilities) 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 License Area, or associated areas, under this License Agreement. Licensee shall commence coordination of repair of any damage resulting from its operations under this License Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole and absolute expense.

**10. ENFORCEMENT OF LICENSE AGREEMENT.** A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Licensee's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than one hundred dollars (\$100).

**11. PUBLIC RECORDS.** The Licensee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), *Florida Statutes*, Licensee shall permit such records to be inspected and copied by any person desiring to do so. Failure of Licensee to comply with public records laws to the extent required by statute will result in immediate termination of the

records laws to the extent required by statute will result in immediate termination of the Agreement. The provisions of Section 119.0701, *Florida Statutes*, are expressly incorporated herein by this reference, and Licensee shall be responsible for compliance with the same. Licensee shall provide requisite notice to Race participants that the information they submit for the Race may be subject to Florida's public records law.

**12. CONTROLLING LAW; VENUE; REMEDIES.** This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be St. Johns County, Florida.

**13. 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.

**14. NO TRANSFER OR ASSIGNMENT.** 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 without such prior written consent shall be void.

**15. ENTIRE AGREEMENT.** This is the entire License Agreement of the parties and it may not be amended except in writing signed by both parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the License Area for the February 15, 2020 event.

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

Attest:  
**DEVELOPMENT DISTRICT**

**RIVERS                      EDGE                      COMMUNITY**

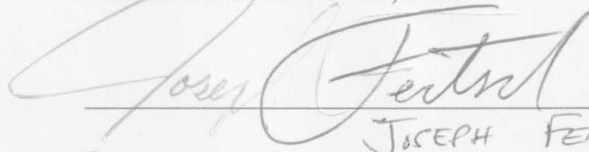
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Witness:

**FLORIDA RACE DAY, LLC**

\_\_\_\_\_  
Signature

  
JOSEPH FERTSCH

By: \_\_\_\_\_

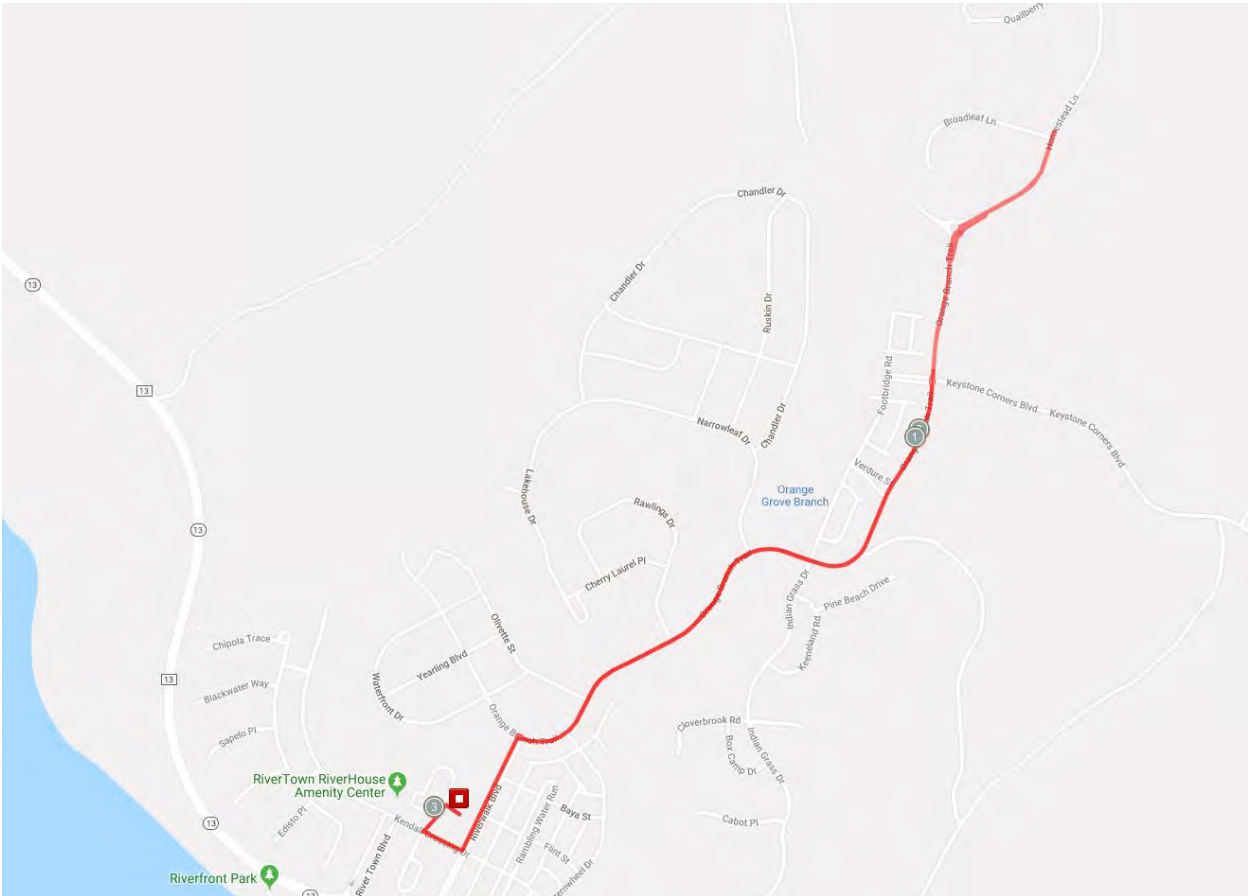
Its: \_\_\_\_\_

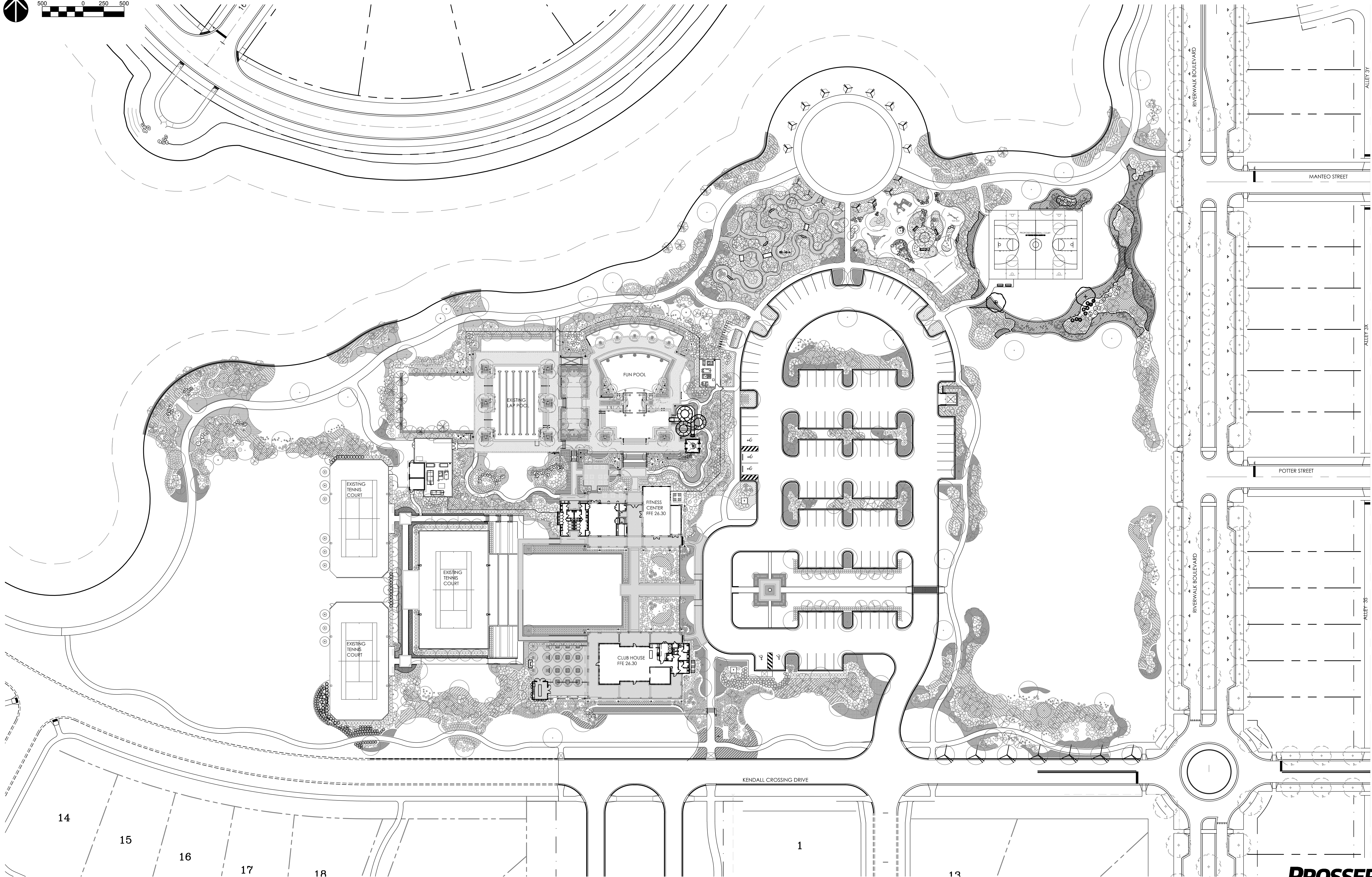
\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** License Area  
**Exhibit B:** Waiver and Release

**Exhibit A**  
**License Area**

**5K Route**





P:\11311004-01-RT PROPERTY PLANNING & ENGINEERING SERVICES\CA\CURRENT - Existing Amenity\11304-01 Existing Amenity Base.dwg Layout1 13/03/2018 3:02:20 PM David Coush

**EXHIBIT B**  
**WAIVER AND RELEASE**

I, \_\_\_\_\_, on behalf of myself, my personal representatives, my minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Rivers Edge Community Development District (the "District"), and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors from any and all liability, claims, lawsuits, actions, suits, or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, expert witness fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my children's and my guests' use of the facilities and lands owned by the District in connection with the running race administered by JTF Racing on February 15, 2020 ("Race"), including any and all on-site or off-site activities related to the Race, and any transportation to and from such activities. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my, my children's and my guests' participation in any and all of these activities, including, but not limited to any injuries sustained by me, my children, and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District's property in connection with the Race. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District's property. The provisions of this waiver of liability may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release 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 or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

**ICERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD, OR MY GUEST UTILIZE THE DISTRICT'S FACILITIES OR LANDS.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

## *TENTH ORDER OF BUSINESS*

*D.*

*1.*

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# RIVERTOWN

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## RECDD I General Manager Report

*Date of report: 12/18/19*

*Submitted by: Jason Davidson*

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### RiverHouse update / Board action required:

1. Discussion of managing potential soccer field rentals.
2. Consideration of tennis court proposal for resurface

### EVENTS UPDATE:

#### **Froze Movie Night**

115 residents participated. Princesses Ana and Elsa came to visit RiverTown for a meet and greet. The original movie Frozen was shown in the amphitheater.





### **Jacksonville Symphony Woodwinds Quintet**

150 residents participated. The Jacksonville Symphony Woodwinds Quintet performed onsite. This event was originally planned for the amphitheater, however we had to move inside the café due the position of the sun on the stage. The woodwind instruments cannot be in the sun more than 20 minutes or they will crack. This was at the musician's request. However, all the residents commented on how well the acoustics worked inside the café! The symphony also mixed and mingled with the residents during their break and participated in Q & A.





### **Trivia**

56 residents participated. DJ ran trivia. Residents paid \$10 to participate. Top three teams received Visa gift cards. After the DJ and prizes were paid, we were able to deposit \$160 into the CDD lifestyle fund.



**December Events:** Food Truck Friday, Holiday Vendor Fair, Golf Cart Maintenance, Holiday Golf Cart Parade, Tree Lighting w/ DJ and Santa, Winter Wonderland, Holiday Movie, Light the Night (with Luminaries), Cookie Decorating, Ladies Lunch and Holiday Flower Arranging.

**January Events:** Food Truck Friday, Fitness Day, Trivia, Karaoke, Acting Workshops for Adults and Teens.

**ACTION ITEMS:**

1. Approval for Color Run 5K.
2. We are looking into an electronic based sign up for access cards and will have more info for you in the January meeting.

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# RIVERTOWN

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## ***Field Operation Manager's Report***

*Date of report: 12/18/2019*

*Submitted by: Zach Davidson*

**RiverHouse:**

- Treadmill in gym had a bad Keypad, keypad Board was replaced on 12/2. Treadmill is in 100% working condition.
- All missing concrete joint filling between sidewalks have been repaired.

**RiverClub:**

- Reset handle rail and fixed broken bricks on staircase near pool pump room.
- Replaced wore hinges on kayak launch.
- Playground mulch at the Pirate ship play ground has been replaced.
- Low hanging oak tree over boardwalk removed.

**RiverPark:**

- Broken timer light was replaced on 12/11 and is in 100% working condition.

**Common areas:**

- All neighborhood entrance signs throughout the community have been repainted.
- Broken rope ladder in Northlake play park has been repaired and in 100% working condition.
- Broken dog station on RiverTown main was replaced 12/12.
- Replaced all faded or torn safety signs and stickers on play all playgrounds through community.

**In progress:**

- Waterfall on longleaf is schedule to be replace the week of 12/16 through VAK PAK.
- Broken railing cables throughout community are being proposed for repairs.
- Getting proposal for replacement of playground mulch at the RiverHouse play park.
- Replacing the broken TV at the RiverClub.
- 18 ponds in RiverTown and on 244 with be stocked with grass carp on 12/27 to help with algae and vegetation growth in ponds.

**Landscape Report:**



## Landscape Maintenance Report

***Completed***

1. All Bermuda, Zoysia, and St. Augustine have 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 bed has been upgraded with new plant material.
4. 4 fallen trees have been removed from Riverfront Park
5. 20k square foot of Bermuda has been replaced on roundabout and Rambling Water Run.
6. 2 oaks and multiple plants were replaced at Roundabout in front of RiverClub. Due to car accident.

***In-Progress***

1. Liming up of all trees has begun and will be completed by the end of December.

**Pond Report:**



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

## **Service Report**

**Date :** Nov 27, 2019

**Field Tech:** Mike Liddell

**Client:** RiverTown

**Waterways:** Twenty-one ponds

**Pond A:** Perimeter grass is decaying.



**Pond B:** Treatment has been effective on perimeter vegetation. Pond is in good condition.



**Pond C:** Perimeter grass is decaying, no algae noticed.



**Pond D:** Most of the lily pads are decaying.



**Pond E:** Spot treated alligator weed.



**Pond G:** Perimeter vegetation is decaying, pond is very turbid.



**Pond H:** Treated perimeter and applied algaecide.



**Pond I:** Vegetation is decaying.



**Pond J:** Applied algae treatment.



**Pond K:** Perimeter grasses are decaying.



**Pond L:** Torpedo grass is decaying.



**Pond M:** No algae noticed, grasses are decaying.



**Pond Q:** Algae treatment was effective.



**Pond R:** Treated algae around pond.



**Pond S:** Perimeter grass is decaying and causing algae.



**Pond T:** Treated torpedo grass.



**Pond U:** Perimeter grass is decaying.



**Pond V:** Treated algae around pond.



**Pond W: (Homestead)** Algae treatment and pond dye has been effective.



**Pond X: (Homestead)** Perimeter grass is decaying.



**Pond Y: (behind model homes)** Treatments have been effective for southern naiad and algae.



*Should you have any comments or questions feel free to contact me directly.*

Jason Davidson :: [jdavidson@vestapropertyservices.com](mailto:jdavidson@vestapropertyservices.com) :: 904-679-5733



*THIRTEENTH ORDER OF BUSINESS*

*A.*

# Rivers Edge

## Community Development District

Unaudited Financial Reporting  
October 31, 2019



**Rivers Edge**  
**Community Development District**  
**Combined Balance Sheet**  
As of October 31, 2019

	<b><u>Governmental Fund Types</u></b>				<b>Totals</b>
	<b>General</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>Capital Reserve</b>	<b>(Memorandum Only) 2020</b>
<b><u>Assets:</u></b>					
Cash	\$301,599	---	---	\$12,593	\$314,193
Investments:					
Custody	\$16,989	---	---	---	\$16,989
Due from General Fund	---	---	---	\$135,000	\$135,000
Due from Rivers Edge II	\$238,334	---	---	---	\$238,334
Due from DS 2018	---	\$858	---	---	\$858
Utilities Deposit	\$7,241	---	---	---	\$7,241
Prepaid Expenses	\$50	---	---	---	\$50
<b><u>Series 2016</u></b>					
Reserve	---	\$216,361	---	---	\$216,361
Revenue	---	\$282,470	---	---	\$282,470
Prepayment	---	\$6	---	---	\$6
Construction	---	---	\$52	---	\$52
<b><u>Series 2018</u></b>					
Reserve	---	\$117,511	---	---	\$117,511
Revenue	---	\$2,258	---	---	\$2,258
Capitalized Interest	---	\$196,018	---	---	\$196,018
Construction	---	---	\$3,682	---	\$3,682
<b><u>Series 2018A-1/2018A-2</u></b>					
Revenue	---	\$134,620	---	---	\$134,620
Excess Revenue	---	\$304	---	---	\$304
Prepayment	---	\$39,130	---	---	\$39,130
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
<b>Total Assets</b>	<b>\$564,214</b>	<b>\$1,150,697</b>	<b>\$3,734</b>	<b>\$147,593</b>	<b>\$1,866,239</b>
<b><u>Liabilities:</u></b>					
Accounts Payable	\$23,144	---	---	---	\$23,144
Accrued Expenses	\$33,210	---	---	---	\$33,210
Fica Payable	\$92	---	---	---	\$92
Due to DS 2018A	---	\$858	---	---	\$858
Due to Capital Reserve	\$135,000	---	---	---	\$135,000
<b><u>Fund Balances:</u></b>					
Restricted for Debt Service	---	\$1,149,839	---	---	\$1,149,839
Restricted for Capital Projects	---	---	\$3,734	\$147,593	\$151,328
Nonspendable	\$13,532	---	---	---	\$19,773
Unassigned	\$352,995	---	---	---	\$352,995
<b>Total Liabilities and Fund Equity</b>	<b>\$564,214</b>	<b>\$1,150,697</b>	<b>\$3,734</b>	<b>\$147,593</b>	<b>\$1,866,239</b>

**Rivers Edge**  
**Community Development District**  
Statement of Revenues & Expenditures  
For The Period Ending October 31, 2019

Description	ADOPTED BUDGET	PRORATED	ACTUAL 10/31/19	VARIANCE
		BUDGET 10/31/19		
Assessments - Roll	\$1,043,070	\$0	\$0	\$0
Assessments - Direct	\$730,033	\$365,742	\$365,742	\$0
Misc Income/Interest	\$10,000	\$833	\$165	(\$668)
Rental Revenue	\$13,000	\$1,083	\$860	(\$223)
Special Events	\$7,000	\$583	\$117	(\$467)
Cost Share Landscaping Rivers Edge II	\$471,820	\$0	\$0	\$0
Cost Share Landscaping Rivers Edge III	\$265,828	\$0	\$0	\$0
Cost Share Amenity Rivers Edge II	\$13,847	\$0	\$0	\$0
Cost Share Amenity Rivers Edge III	\$250,087	\$0	\$0	\$0
Community Garden	\$1,000	\$83	\$0	(\$83)
<b>Total Income</b>	<b>\$2,805,685</b>	<b>\$368,326</b>	<b>\$366,884</b>	<b>(\$1,442)</b>

**Expenditures**

**Administrative**

Supervisor Fees	\$9,600	\$800	\$600	\$200
FICA Expense	\$735	\$61	\$46	\$15
Engineering (Prosser)	\$15,000	\$1,250	\$1,245	\$5
Assessment Roll	\$4,500	\$4,500	\$4,500	\$0
Attorney	\$30,000	\$2,500	\$8,782	(\$6,282)
Annual Audit	\$5,000	\$417	\$0	\$417
Trustee Fees	\$9,200	\$9,200	\$6,791	\$2,409
Dissemination	\$5,500	\$458	\$758	(\$300)
Arbitrage	\$600	\$50	\$0	\$50
Management Fees	\$45,000	\$3,750	\$3,750	\$0
Information Technology	\$3,500	\$292	\$292	(\$0)
Telephone	\$250	\$21	\$45	(\$24)
Postage	\$1,500	\$125	\$159	(\$34)
Printing & Binding	\$3,500	\$292	\$21	\$270
Insurance	\$8,860	\$8,860	\$8,239	\$621
Legal Advertising	\$2,000	\$167	\$81	\$86
Other Current Charges	\$1,000	\$83	\$206	(\$123)
Office Supplies	\$200	\$17	\$1	\$15
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0

<b>Total Administrative Expenses</b>	<b>\$146,120</b>	<b>\$33,017</b>	<b>\$35,691</b>	<b>(\$2,673)</b>
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**Grounds Maintenance**

Field Operations Management	\$31,673	\$2,639	\$2,639	(\$0)
Landscape Maintenance	\$1,246,551	\$103,879	\$44,681	\$59,198
Landscape Reserves	\$30,000	\$2,500	\$1,160	\$1,340
Irrigation Repairs and Maintenance	\$10,000	\$833	\$0	\$833
Lakes, Vegetation and Algae Control	\$56,340	\$4,695	\$4,228	\$467
Irrigation Water Use	\$309,700	\$25,808	\$27,121	(\$1,313)
Electric	\$45,000	\$3,750	\$8,016	(\$4,266)
Street Lighting & Signage Repairs and Replacements	\$15,000	\$1,250	\$0	\$1,250
Street and Drainage Maintenance	\$5,000	\$417	\$0	\$417
Other Repairs and Maintenance	\$25,000	\$2,083	\$0	\$2,083
General Reserves	\$100,000	\$0	\$0	\$0

<b>Total Grounds Maintenance Expenses</b>	<b>\$1,874,264</b>	<b>\$147,855</b>	<b>\$87,846</b>	<b>\$60,009</b>
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**Rivers Edge**  
**Community Development District**  
Statement of Revenues & Expenditures  
For The Period Ending October 31, 2019

Description	ADOPTED	PRORATED	ACTUAL	VARIANCE
	BUDGET	10/31/19	10/31/19	
Amenity Center				
General Manager / Lifestyle Director (Vesta)	\$65,148	\$5,429	\$5,429	(\$0)
Lifeguards (Vesta)	\$32,712	\$2,726	\$0	\$2,726
Hospitality Staff (Vesta)	\$64,608	\$5,384	\$5,384	\$0
Security Monitoring	\$3,500	\$292	\$184	\$108
Security Guards	\$45,000	\$3,750	\$6,295	(\$2,545)
Telephone	\$7,500	\$625	\$779	(\$154)
Insurance	\$34,719	\$34,719	\$34,465	\$254
General Facility Maint/Common Grounds Maint (Vesta)	\$42,000	\$3,500	\$3,500	\$0
Pool Maintenance (Vesta)	\$18,225	\$1,519	\$2,406	(\$887)
Pool Maintenance (Poolsure)	\$13,775	\$1,148	\$0	\$1,148
Pool Chemicals	\$7,000	\$583	\$0	\$583
Janitorial Services/Supplies	\$16,133	\$1,344	\$1,344	(\$0)
Window Cleaning	\$2,767	\$231	\$0	\$231
Pressure Washing	\$10,000	\$833	\$0	\$833
Natural Gas	\$650	\$54	\$618	(\$564)
Electric	\$25,000	\$2,083	\$2,328	(\$244)
Sewer/Water/Irrigation	\$45,000	\$3,750	\$4,583	(\$833)
Repair and Replacements	\$54,136	\$4,511	\$3,571	\$940
Refuse	\$9,500	\$792	\$868	(\$76)
Pest Control	\$5,700	\$475	\$475	\$0
Facility Preventative Maintenance	\$2,680	\$223	\$0	\$223
Access Cards	\$2,000	\$167	\$0	\$167
License/Permits	\$1,800	\$150	\$0	\$150
Other Current	\$2,500	\$208	\$222	(\$13)
Special Events	\$50,000	\$4,167	\$72	\$4,095
Holiday Decorations	\$11,000	\$917	\$0	\$917
Landscape Replacements	\$750	\$63	\$0	\$63
Office Supplies/Postage	\$2,000	\$167	\$0	\$167
Capital Expenditure	\$7,500	\$625	\$0	\$625
General Reserve	\$200,000	\$0	\$0	\$0
Community Garden	\$2,000	\$167	\$0	\$167
Total Amenity Center Expenses	\$785,302	\$80,601	\$72,522	\$8,079
Total Expenses	\$2,805,685	\$261,473	\$196,059	\$65,415
Excess Revenues (Expenditures)	\$0		\$170,826	
Fund Balance - Beginning	\$0		\$195,701	
Fund Balance - Ending	\$0		\$366,527	

**Rivers Edge**  
**Community Development District**  
**Debt Service Fund - Series 2016**  
Statement of Revenues & Expenditures  
For The Period Ending October 31, 2019

Description	ADOPTED BUDGET	PRORATED BUDGET 10/31/19	ACTUAL 10/31/19	VARIANCE
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**Revenues:**

Assessment - Tax Roll	\$243,959	\$0	\$0	\$0
Assessment - Direct	\$468,019	\$0	\$0	\$0
Interest Income	\$3,500	\$292	\$809	\$517

<b>Total Revenues</b>	<b>\$715,478</b>	<b>\$292</b>	<b>\$809</b>	<b>\$517</b>
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**Expenditures**

**Series 2016**

Interest 11/1	\$264,513	\$0	\$0	\$0
Special Call 11/1	\$0	\$0	\$0	\$0
Interest 5/1	\$264,513	\$0	\$0	\$0
Principal 5/1	\$185,000	\$0	\$0	\$0
Special Call 5/1	\$0	\$0	\$0	\$0

<b>Total Expenditures</b>	<b>\$714,025</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>Excess Revenues (Expenditures)</b>	<b>\$1,453</b>	<b>\$292</b>	<b>\$809</b>	<b>\$517</b>
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**Other Sources (Uses):**

Interfund Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0

<b>Total Other Sources (Uses)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>Net Change in Fund Balance</b>	<b>\$1,453</b>	<b>\$292</b>	<b>\$809</b>	<b>\$517</b>
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<b>Fund Balance - Beginning</b>	<b>\$281,112</b>		<b>\$498,029</b>	
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<b>Fund Balance - Ending</b>	<b>\$282,565</b>		<b>\$498,838</b>	
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Reserve	\$216,361
Interest	\$0
Revenue	\$282,470
Prepayment	\$6
Assessment Recivable	\$0
	<u>\$498,838</u>

**Rivers Edge**  
**Community Development District**  
**Debt Service Fund - Series 2018**  
Statement of Revenues & Expenditures  
For The Period Ending October 31, 2019

Description	ADOPTED BUDGET	PRORATED BUDGET 10/31/19	ACTUAL 10/31/19	VARIANCE
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**Revenues:**

Assessment - Direct	\$470,032	\$0	\$0	\$0
Interest Income	\$5,000	\$417	\$512	\$95

<b>Total Revenues</b>	<b>\$475,032</b>	<b>\$417</b>	<b>\$512</b>	<b>\$95</b>
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**Expenditures**

**Series 2018**

Interest 11/1	\$182,373	\$0	\$0	\$0
Interest 5/1	\$182,373	\$0	\$0	\$0
Principal 5/1	\$105,000	\$0	\$0	\$0

<b>Total Expenditures</b>	<b>\$469,746</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>Excess Revenues (Expenditures)</b>	<b>\$5,286</b>	<b>\$417</b>	<b>\$512</b>	<b>\$95</b>
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**Other Sources (Uses):**

Interfund Transfer In (Out)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0

<b>Total Other Sources (Uses)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>Net Change in Fund Balance</b>	<b>\$5,286</b>	<b>\$417</b>	<b>\$512</b>	<b>\$95</b>
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<b>Fund Balance - Beginning</b>	<b>\$195,658</b>		<b>\$314,417</b>	
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<b>Fund Balance - Ending</b>	<b>\$200,944</b>		<b>\$314,929</b>	
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Reserve	\$117,511
Revenue	\$2,258
Capitalized Interest	\$196,018
Due to DS 2018A	<u>(\$858)</u>
	<u>\$314,929</u>

**Rivers Edge**  
**Community Development District**  
**Debt Service Fund - Series 2018A-1/2018A-2**  
Statement of Revenues & Expenditures  
For The Period Ending October 31, 2019

Description	ADOPTED BUDGET	PRORATED BUDGET 10/31/19	ACTUAL 10/31/19	VARIANCE
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**Revenues:**

Assessment -Tax Roll	\$458,741	\$0	\$0	\$0
Assessment -Direct	\$0	\$0	\$0	\$0
Interest Income	\$2,500	\$208	\$544	\$335

<b>Total Revenues</b>	<b>\$461,241</b>	<b>\$208</b>	<b>\$544</b>	<b>\$335</b>
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**Expenditures**

**Series 2018A-1**

Interest 11/1	\$60,272	\$0	\$0	\$0
Interest 5/1	\$60,272	\$0	\$0	\$0
Principal 5/1	\$150,000	\$0	\$0	\$0

**Series 2018A-2**

Interest 11/1	\$52,969	\$0	\$0	\$0
Interest 5/1	\$52,969	\$0	\$0	\$0
Principal 5/1	\$75,000	\$0	\$0	\$0

<b>Total Expenditures</b>	<b>\$451,481</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>Excess Revenues (Expenditures)</b>	<b>\$9,760</b>	<b>\$208</b>	<b>\$544</b>	<b>\$335</b>
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**Other Sources (Uses):**

Interfund Transfer In (Out)	\$0	\$0	\$0	\$0
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<b>Total Other Sources (Uses)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>Net Change in Fund Balance</b>	<b>\$9,760</b>	<b>\$208</b>	<b>\$544</b>	<b>\$335</b>
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<b>Fund Balance - Beginning</b>	<b>\$139,459</b>		<b>\$335,529</b>	
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<b>Fund Balance - Ending</b>	<b>\$149,219</b>		<b>\$336,072</b>	
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Revenue	\$134,620
Prepayment	\$304
Prepayment	\$39,130
Reserve 2018A-1	\$68,919
Reserve 2018A-2	\$92,242
Capitalized Interest 2018A-1	\$0
Capitalized Interest 2018A-2	\$0
Due from DS 2018	\$858
	<u>\$336,072</u>

**Rivers Edge**  
**Community Development District**  
**Capital Projects Funds**  
Statement of Revenues & Expenditures  
For The Period Ending October 31, 2019

<b>Description</b>	<b>SERIES 2016</b>	<b>SERIES 2018</b>
<b><u>Revenues:</u></b>		
Interest Income	\$0	\$6
Bond Proceeds	\$0	\$0
Transfer In	\$0	\$0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$6</b>
<b><u>Expenditures:</u></b>		
Capital Outlay	\$0	\$0
Cost of Issuance	\$0	\$0
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$0</b>	<b>\$6</b>
<b><u>Other Sources &amp; Uses:</u></b>		
Transfer In	\$0	\$0
<b>Fund Balance - Beginning</b>	<b>\$52</b>	<b>\$3,676</b>
<b>Fund Balance - Ending</b>	<b>\$52</b>	<b>\$3,682</b>

**Rivers Edge**  
**Community Development District**  
**Capital Reserve Funds**  
Statement of Revenues & Expenditures  
For The Period Ending October 31, 2019

Description	ADOPTED BUDGET	PRORATED BUDGET 10/31/19	ACTUAL 10/31/19	VARIANCE
<b>Revenues:</b>				
Capital Reserve Funding - Transfer In	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Expenditures</b>				
Other Current Charges	\$0	\$0	\$105	(\$105)
Capital Outlay	\$0	\$0	\$0	\$0
Repair and Replacements	\$0	\$0	\$0	\$0
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$105</b>	<b>(\$105)</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$0</b>		<b>(\$105)</b>	
<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$147,698</b>	
<b>Fund Balance - Ending</b>	<b>\$0</b>		<b>\$147,593</b>	

**Rivers Edge**  
**Community Development District**  
**General Fund**  
Month By Month Income Statement  
Fiscal Year 2020

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b>Revenues:</b>													
Assessments - Roll	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessments - Direct	\$365,742	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$365,742
Misc Income/Interest	\$165	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$165
Rental Revenue	\$860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$860
Special Events	\$117	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$117
Cost Share Landscaping Rivers Edge II	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cost Share Landscaping Rivers Edge III	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cost Share Amenity Rivers Edge II	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cost Share Amenity Rivers Edge III	\$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
<b>Total Income</b>	<b>\$366,884</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$366,884</b>
<b>Expenditures</b>													
<u>Administrative</u>													
Supervisor Fees	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
FICA Expense	\$46	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46
Engineering (Prosser)	\$1,245	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,245
Assessment Roll	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500
Attorney	\$8,782	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,782
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$6,791	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,791
Dissemination	\$758	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$758
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fees	\$3,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,750
Information Technology	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$292
Telephone	\$45	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45
Postage	\$159	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$159
Printing & Binding	\$21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
Insurance	\$8,239	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,239
Legal Advertising	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$81
Other Current Charges	\$206	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$206
Office Supplies	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative Expenses</b>	<b>\$35,691</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$35,691</b>

**Rivers Edge**  
**Community Development District**  
**General Fund**  
Month By Month Income Statement  
Fiscal Year 2020

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Grounds Maintenance</u></b>													
Field Operations Management	\$2,639	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,639
Landscape Maintenance	\$44,681	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,681
Landscape Reserves	\$1,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,160
Irrigation Repairs and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lakes, Vegetation and Algae Control	\$4,228	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,228
Irrigation Water Use	\$27,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,121
Electric	\$8,016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,016
Street Lighting & Signage Repairs and Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street and Drainage Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Repairs and Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Grounds Maintenance Expenses</b>	<b>\$87,846</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$87,846</b>
<b><u>Amenity Center</u></b>													
General Manager / Lifestyle Director (Vesta)	\$5,429	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,429
Lifeguards (Vesta)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hospitality Staff (Vesta)	\$5,384	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,384
Security Monitoring	\$184	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$184
Security Guards	\$6,295	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,295
Telephone	\$779	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$779
Insurance	\$34,465	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$34,465
General Facility Maint/Common Grounds Maint (Vesta)	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500
Pool Maintenance (Vesta)	\$2,406	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,406
Pool Maintenance (Poolsure)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Chemicals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Janitorial Services/Supplies	\$1,344	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,344
Window Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pressure Washing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas	\$618	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$618
Electric	\$2,328	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,328
Sewer/Water/Irrigation	\$4,583	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,583
Repair and Replacements	\$3,571	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,571
Refuse	\$868	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$868
Pest Control	\$475	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$475
Facility Preventative Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
License/Permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current	\$222	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$222

**Rivers Edge**  
**Community Development District**  
**General Fund**  
Month By Month Income Statement  
Fiscal Year 2020

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Amenity Center Continued</u></b>													
Special Events	\$72	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies/Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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
<b>Total Amenity Center Expenses</b>	<b>\$72,522</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$72,522</b>
<b>Total Expenses</b>	<b>\$196,059</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$196,059</b>
<b>Excess Revenues/Expenses</b>	<b>\$170,826</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$170,826</b>

**River's Edge**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2016 Capital Improvement Revenue Bonds and Refunding Bonds</b>	
Interest Rate:	4.5% - 5.3%
Maturity Date:	5/1/2026
Reserve Fund Definition:	30% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$213,593
Reserve Fund Balance:	\$216,361
Bonds outstanding - 10/19/16	\$10,765,000
Less: May 1, 2017 (Mandatory)	(\$160,000)
Less: May 1, 2018 (Mandatory)	(\$170,000)
Current Bonds Outstanding	\$10,435,000

<b>Series 2018 Capital Improvement Revenue Bonds</b>	
Interest Rate:	4.1% - 5.3%
Maturity Date:	5/1/2049
Reserve Fund Definition:	25% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$117,511
Reserve Fund Balance:	\$117,511
Bonds outstanding - 9/30/18	\$7,050,000
Current Bonds Outstanding	\$7,050,000

<b>Series 2018A-1 Capital Improvement Revenue Refunding Bonds</b>	
Interest Rate:	2.9%-3.75%
Maturity Date:	5/1/2038
Reserve Fund Definition:	25% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$68,919
Reserve Fund Balance:	\$68,919
Bonds outstanding - 9/30/18	\$3,940,000
Current Bonds Outstanding	\$3,940,000

<b>Series 2018A-2 Capital Improvement Revenue Refunding Bonds</b>	
Interest Rate:	4.375%-5%
Maturity Date:	5/1/2038
Reserve Fund Definition:	50% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$92,242
Reserve Fund Balance:	\$92,242
Bonds outstanding - 9/30/18	\$2,335,000
Current Bonds Outstanding	\$2,335,000

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**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**  
**SUMMARY OF FISCAL YEAR 2020 ASSESSMENTS**  
**10/1/19 - 9/30/20**

ASSESSED TO	# UNITS	ASSESSED				
		SERIES 2018A1-2 DEBT INVOICED NET	SERIES 2016 DEBT INVOICED NET	SERIES 2018 DEBT INVOICED NET	FY20 O&M	TOTAL NVOICED NET
MATTAMY - BULK (1)	626	-	266,212.37	465,272.44	730,033.48	1,461,518.29
<b>TOTAL DIRECT BILLS</b>	<b>626</b>	<b>-</b>	<b>266,212.37</b>	<b>465,272.44</b>	<b>730,033.48</b>	<b>1,461,518.29</b>
<b>NET REVENUE TAX ROLL</b>	<b>907</b>	<b>447,697.59</b>	<b>451,977.01</b>	<b>-</b>	<b>1,033,863.31</b>	<b>1,933,537.91</b>
<b>TOTAL REVENUE</b>	<b>1,533</b>	<b>447,697.59</b>	<b>718,189.38</b>	<b>465,272.44</b>	<b>1,763,896.79</b>	<b>3,395,056.20</b>

RECEIVED					
SERIES 2018A1-2 DEBT PAID	SERIES 2016 DEBT PAID	SERIES 2018 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
-	129,994.25	235,022.49	548,613.61	913,630.35	547,887.94
-	129,994.25	235,022.49	548,613.61	913,630.35	547,887.94
<b>31,059.63</b>	<b>31,356.53</b>	<b>-</b>	<b>71,725.69</b>	<b>134,141.85</b>	<b>1,799,396.06</b>
<b>31,059.63</b>	<b>161,350.78</b>	<b>235,022.49</b>	<b>620,339.30</b>	<b>1,047,772.20</b>	<b>2,347,284.00</b>

<b>DIRECT BILL PERCENT COLLECTED</b>	<b>0.00%</b>	<b>48.83%</b>	<b>50.51%</b>	<b>75.15%</b>	<b>62.51%</b>
<b>TAX ROLL PERCENT COLLECTED</b>	<b>6.94%</b>	<b>6.94%</b>	<b>0.00%</b>	<b>6.94%</b>	<b>6.94%</b>
<b>TOTAL PERCENT COLLECTED</b>	<b>6.94%</b>	<b>22.47%</b>	<b>50.51%</b>	<b>35.17%</b>	<b>30.86%</b>

(1) Developer is on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2019, 25% due February 1, 2020 and 25% due May 1, 2020  
Operations and maintenance assessments – 50% on October 31, 2019, 25% on November 30, 2019 and 25% on December 31, 2019

SUMMARY OF TAX ROLL RECEIPTS						
ST JOHNS COUNT DIST.	DATE	AMOUNT	SERIES 2018A1-2 DEBT	SERIES 2016 DEBT	SERIES 2018 DEBT	O&M
1	11/19/2019	43,717.72	10,122.54	10,219.30	-	23,375.88
2	11/25/2019	6,595.05	1,527.04	1,541.64	-	3,526.38
3	11/26/2019	83,829.07	19,410.05	19,595.59	-	44,823.43
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
<b>TOTAL TAX ROLL RECEIPTS</b>		<b>134,141.84</b>	<b>31,059.63</b>	<b>31,356.53</b>	<b>-</b>	<b>71,725.69</b>

*C.*

# Rivers Edge

## Community Development District

### Check Run Summary November 30, 2019

Fund	Date	Check No.	Amount
<b>General Fund</b>			
<i>Payroll</i>	11/2/19	50415-40517	\$ 554.10
Sub-Total			\$ 554.10
<i>Accounts Payable</i>	11/7/19	3652-3658	\$ 27,784.69
	11/18/19	3659-3671	\$ 65,770.51
	11/26/19	3672-3692	\$ 37,848.86
Sub-Total			\$ 131,404.06
<b>Capital Fund</b>			
<i>Accounts Payable</i>			\$ -
Sub-Total			\$ -
<b>Total</b>			<b>\$ 131,958.16</b>

# Attendance Sheet

District Name: Rivers Edge CDD

Board Meeting Date: November 20, 2019

	Name	In Attendance	Fee
1	Jason Sessions <i>Chairman</i>		NO
2	Mac McIntyre <i>Vice Chairman</i>	✓	YES - \$200
3	Judy Long <i>Assistant Secretary</i>		YES - \$200
4	Charles Oates <i>Assistant Secretary</i>	✓	YES - \$200
5	Randy Shaublin <i>Assistant Secretary</i>	✓	YES - \$200

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

  
District Manager Signature

Nov 20, 2019  
Date

PLEASE RETURN COMPLETED FORM TO HANNAH SMITH

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 12/10/19	PAGE 1
*** CHECK DATES 11/01/2019 - 11/30/2019 ***												
RIVERS EDGE - GENERAL												
BANK A RIVERS EDGE GENERAL												
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT	#			
11/12/19	00005	7/29/19 I0319880	201907 310-51300-48000			V	466.70-					
		FY20 BUDGET PH										
		THE ST. AUGUSTINE RECORD							466.70-003591			
11/07/19	00020	11/01/19 37297	201911 320-57200-46800			*	2,128.00					
		NOV LAKE MAINTENANCE										
		CHARLES AQUATICS, INC							2,128.00 003652			
11/07/19	00238	10/30/19 14120334	201910 330-57200-45700			*	104.25					
		JANITORIAL SUPPLIES										
		DADE PAPER & BAG, LLC							104.25 003653			
11/07/19	00215	11/01/19 36575	201911 330-57200-34500			*	150.00					
		TROUBLESHOOT GATE										
		DYNAMIC SECURITY PROFESSIONALS INC							150.00 003654			
11/07/19	00073	11/01/19 13129558	201911 330-57200-45200			*	837.20					
		NOV POOL MAINTENANCE										
		11/01/19 13129558	201911 330-57200-45200			*	50.00					
		XPC SYSTEM UPGRADE										
		POOLSURE							887.20 003655			
11/07/19	00074	10/16/19 68710118	201911 330-57200-45800			*	533.11					
		NOV REFUSE-CLUBHOUSE										
		REPUBLIC SERVICES #687							533.11 003656			
11/07/19	00058	11/01/19 1617	201911 330-57200-34500			*	117.50					
		NOV CLUBHOUSE MONITORING										
		11/01/19 1617	201911 330-57200-34500			*	27.50					
		NOV FITNESS CNTR MONITOR										
		11/01/19 1617	201911 330-57200-34500			*	39.00					
		NOV PARK MONITORING										
		SONITROL OF NORTH CENTRAL FLORIDA							184.00 003657			
11/07/19	00155	11/01/19 361989	201911 320-57200-46001			*	2,639.38					
		NOV FIELD OPER MANAGER										
		11/01/19 361989	201911 330-57200-34000			*	5,428.96					
		NOV GEN MNG/LIFESTYLE										
		11/01/19 361989	201911 330-57200-34200			*	9,366.67					
		NOV GUEST SERVICES										
		11/01/19 361989	201911 330-57200-45100			*	3,500.00					
		NOV COMMON GROUNDS MAINT										
		11/01/19 361989	201911 330-57200-45200			*	1,518.75					
		NOV POOL MAINTENANCE										
		11/01/19 361989	201911 330-57200-46300			*	1,344.37					
		NOV JANITORIAL MAINT										
		VESTA PROPERTY SERVICES, INC.							23,798.13 003658			
-----												
REDG RIVERS EDGE HSMITH												

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 12/10/19	PAGE 2	
***	CHECK DATES	11/01/2019 - 11/30/2019 ***											
		RIVERS EDGE - GENERAL											
		BANK A RIVERS EDGE GENERAL											
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	....	....	....	....		
11/18/19	00077	11/12/19 28782	201910 320-57200-46800	OCT STORMWATER INSPECTION	*	2,100.00							
				AEROSTARSEES LLC			2,100.00	003659					
11/18/19	00238	11/06/19 14137689	201911 330-57200-45700	JANITORIAL SUPPLIES	*	99.96							
				DADE PAPER & BAG, LLC			99.96	003660					
11/18/19	00003	11/01/19 205	201911 310-51300-34000	NOV MANAGEMENT FEES	*	3,750.00							
		11/01/19 205	201911 310-51300-35100	NOV INFORM TECHNOLOGY	*	291.67							
		11/01/19 205	201911 310-51300-32400	NOV DISSEMINATION SERVICE	*	458.33							
		11/01/19 205	201911 310-51300-51000	OFFICE SUPPLIES	*	16.53							
		11/01/19 205	201911 310-51300-42000	POSTAGE	*	25.50							
		11/01/19 205	201911 310-51300-42500	COPIES	*	401.55							
				GOVERNMENTAL MANAGEMENT SERVICES			4,943.58	003661					
11/18/19	00241	11/13/19 411545/3	201911 330-57200-45700	MAINTENANCE SUPPLIES	*	44.12							
				HAGAN ACE HARDWARE			44.12	003662					
11/18/19	00124	11/12/19 80304	201911 320-57200-49400	HOLIDAY DECORATIONS	*	9,907.00							
				HULIHAN TERRITORY INC			9,907.00	003663					
11/18/19	00269	8/05/19 679904	201910 330-57200-45700	POOL SUPPLIES	*	24.96							
				PINCH A PENNY 148			24.96	003664					
11/18/19	00269	9/09/19 685660	201910 330-57200-45700	POOL SUPPLIES	*	77.98							
				PINCH A PENNY 148			77.98	003665					
11/18/19	00269	11/01/19 693207	201911 330-57200-45700	POOL SUPPLIES	*	25.96							
				PINCH A PENNY 148			25.96	003666					
11/18/19	00005	10/09/19 I0322224	201910 310-51300-48000	NOTICE OF MEETING10/16/19	*	80.78							
				THE ST. AUGUSTINE RECORD			80.78	003667					
				REDG RIVERS EDGE	HSMITH								

REDG RIVERS EDGE HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/18/19	00237	11/01/19 1694A	201911 320-57200-46100	NOV LANDSCAPE MAINTENANCE	*	44,681.36	
			VERDEGO				44,681.36 003668
11/18/19	00237	11/07/19 1706	201911 320-57200-46102	TREES REMOVAL	*	3,500.00	
			VERDEGO				3,500.00 003669
11/18/19	99999	11/18/19 VOID	201911 000-00000-00000	VOID CHECK	C	.00	
			*****INVALID VENDOR NUMBER*****				.00 003670
11/18/19	00155	10/31/19 362739	201910 330-57200-45700	AMAZON REFUND GYM EQUIPM	*	55.74	
		10/31/19 362739	201910 330-57200-45700	OIL/SCREWS/GLUE	*	16.19	
		10/31/19 362739	201910 330-57200-45700	CLEANING GADDY	*	28.76	
		10/31/19 362739	201910 330-57200-45700	REPLACEMENT WHEELS	*	30.87	
		10/31/19 362739	201910 330-57200-45400	GAS	*	33.47	
		10/31/19 362739	201910 330-57200-45700	BATTERIES FOR SOLAR SIGN	*	36.28	
		10/31/19 362739	201910 330-57200-45400	GAS	*	45.81	
		10/31/19 362739	201910 330-57200-45700	GYM EQUIPMENT	*	53.82	
		10/31/19 362739	201910 330-57200-45700	GYM EQUIPMENT	*	55.74	
		10/31/19 362739	201910 330-57200-45400	GAS	*	79.63	
		10/31/19 362739	201910 330-57200-45700	BATTERIES FOR SOLAR SIGN	*	81.30	
		10/31/19 362739	201910 330-57200-45400	GAS	*	81.72	
		10/31/19 362739	201910 330-57200-45700	REPAIRS PRESSURE WASHER	*	112.26	
		10/31/19 362739	201910 330-57200-45700	BATTERY FOR GOLF CART	*	151.40	
			VESTA PROPERTY SERVICES, INC.				751.51 003671
11/26/19	00152	10/31/19 84043711	201910 330-57200-45700	FIRST AID SUPPLIES	*	154.89	
			CINTAS CORPORATION				154.89 003672
			REDG RIVERS EDGE HSMITH				

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 12/10/19		PAGE 4	
*** CHECK DATES 11/01/2019 - 11/30/2019 ***														
RIVERS EDGE - GENERAL														
BANK A RIVERS EDGE GENERAL														
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT	#						
11/26/19	00076	10/20/19 0F611388	201910 330-57200-45700	FIRE EXTINGUISHER	*	550.00								
				CINTAS FIRE 636525			550.00	003673						
11/26/19	00103	11/10/19 14845635	201911 330-57200-50000	5G SPRING WATER	*	104.92								
				5G SPRING WATER	*	87.92								
				5G SPRING WATER	*	3.99								
				HOT/COLD COOLER RENTAL										
				CRYSTAL SPRINGS			196.83	003674						
11/26/19	00238	11/14/19 14162440	201911 330-57200-45700	JANITORIAL SUPPLIES	*	238.70								
				DADE PAPER & BAG, LLC			238.70	003675						
11/26/19	00266	11/18/19 21155	201911 330-57200-45700	REPAIR POOL LIGHT	*	250.00								
				EPIC POOLS AND HARDSCAPE			250.00	003676						
11/26/19	00071	11/05/19 23459294	201910 330-57200-34510	10/21/19-11/3/19 SECURITY	*	2,101.58								
				11/05/19 23459294	201910 330-57200-34510	*	428.07							
				MILEAGE										
				GIDDENS SECURITY CORPORATION			2,529.65	003677						
11/26/19	00241	11/14/19 411561/3	201911 330-57200-45700	MAINTENANCE SUPPLIES	*	91.94								
				HAGAN ACE HARDWARE			91.94	003678						
11/26/19	00241	11/22/19 411642/3	201911 330-57200-45700	MAINTENANCE SUPPLIES	*	5.97								
				HAGAN ACE HARDWARE			5.97	003679						
11/26/19	00055	11/13/19 42954	201910 310-51300-31100	OCT PROFESSIONAL SERVICES	*	1,245.00								
				PROSSER INC			1,245.00	003680						
11/26/19	00069	11/08/19 11082019	201910 330-57200-45400	OCT GAS	*	329.80								
				TECO PEOPLES GAS			329.80	003681						
11/26/19	00156	5/08/19 5798955	201910 330-57200-45900	MAY PEST CONTROL	*	300.00								
				TURNER PEST CONTROL			300.00	003682						
REDG RIVERS EDGE HSMITH														

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
11/26/19	00156	6/12/19 5862972	201910 330-57200-45900	JUN PEST CONTROL	*	300.00	
				TURNER PEST CONTROL			300.00 003683
11/26/19	00156	6/12/19 5872298	201910 330-57200-45900	JUN PEST CONTROL	*	175.00	
				TURNER PEST CONTROL			175.00 003684
11/26/19	00156	7/10/19 5940121	201910 330-57200-45900	JUL PEST CONTROL	*	175.00	
				TURNER PEST CONTROL			175.00 003685
11/26/19	00156	9/19/19 6077153	201910 330-57200-45900	SEP PEST CONTROL	*	300.00	
				TURNER PEST CONTROL			300.00 003686
11/26/19	00156	10/10/19 6139154	201910 330-57200-45900	OCT PEST CONTROL	*	300.00	
				TURNER PEST CONTROL			300.00 003687
11/26/19	00014	10/25/19 5531167	201910 310-51300-32300	FY20 TRUSTEE SE 2018A1/A2	*	3,750.00	
		10/25/19 5531167	201910 310-51300-32300	INCIDENTAL EXPENSES	*	290.63	
				U.S. BANK			4,040.63 003688
11/26/19	00014	10/25/19 5532212	201910 310-51300-32300	TRUSTEE FEE	*	250.00	
				U.S. BANK			250.00 003689
11/26/19	00237	11/13/19 1722	201911 320-57200-46102	VEGETATION MANAGEMENT	*	5,600.00	
				VERDEGO			5,600.00 003690
11/26/19	00237	11/13/19 1723	201911 320-57200-46102	TREE REMOVAL	*	1,000.00	
				VERDEGO			1,000.00 003691
11/26/19	00155	11/01/19 361986	201911 330-57200-34000	NOV GEN MANAGER/LIFESTYLE	*	5,428.96	
		11/01/19 361986	201911 320-57200-46001	NOV FIELD OPER MANAGEMENT	*	2,639.38	
		11/01/19 361986	201911 330-57200-34200	NOV GUESTS SERVICES	*	5,383.99	
		11/01/19 361986	201911 330-57200-45200	NOV POOL MAINTENANCE	*	1,518.74	

REDG RIVERS EDGE HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/01/19	361986	201911 330-57200-46300	NOV JANITORIAL MAINT		*	1,344.38	
11/01/19	361986	201911 330-57200-45100	NOV COMM GROUNDS MAINT		*	3,500.00	
VESTA PROPERTY SERVICES, INC.							19,815.45 003692
-----							
TOTAL FOR BANK A						131,404.06	
TOTAL FOR REGISTER						131,404.06	

Charles Aquatics, Inc.

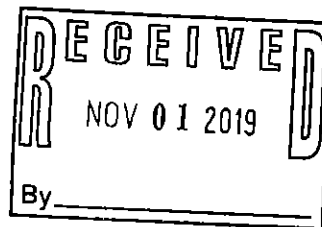
6869 Phillips Parkway Drive South  
Jacksonville, FL 32256  
904-997-0044

# Invoice

Date	Invoice #
11/1/2019	37297

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

Due Date
12/1/2019



Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 21 Ponds at River Town and 7 Ponds at CR244  <i>V-20. (A) 1.320.52.468</i>	2,128.00	2,128.00
It is a pleasure doing business with you!		<b>Balance Due</b>	\$2,128.00

**network**  
 DISTRIBUTION BY DESIGN  
 ORDER NO. 156399 ORDER DATE 10/29/19 INVOICE NO. 14150334 INVOICE DATE 10/30/19  
 CUSTOMER NO. 541625 SHIP DATE 10/30/19 SOURCE PAGE 1 C/S REP 9751

Dade Paper & Bag, LLC  
 dba Imperial Dade  
 4102-7 BULLS BAY HWY  
 JACKSONVILLE, FL 32219

Please mail your remittance to:  
 Distributor of foodservice disposables,  
 janitorial supplies and equipment  
 throughout the United States,  
 Puerto Rico and the Caribbean

# INVOICE

JACKSONVILLE, FL PHONE (904)783-5490 FAX (904)783-4181

SHIP TO

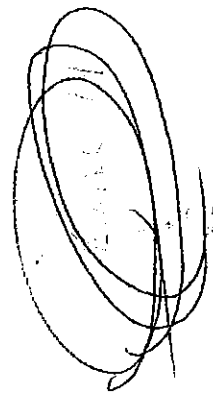
RIVERS EDGE CDD I  
 RIVERS EDGE CDD  
 149 LANDING ST  
 ST. JOHNS, FL 32259, USA

SPECIAL INSTRUCTIONS: PHONE: 9049405858  
 ROUTE 134 STOP 12 SHIP VIA 12 OUR TRUCK PO/CONTRACT NO. 10-29-19 CDD1 541 50 NET 30 DAYS TERMS

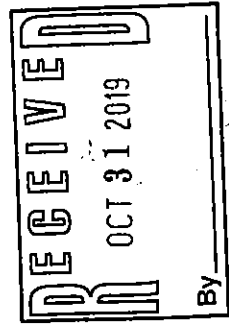
QUANTITY SHIPPED	QUANTITY ORDERED	UNIT	DESCRIPTION	PACK / SIZE	CUBE / WEIGHT	UNIT PRICE	AMOUNT
1	1	CASE	M8540A TURK UNIV WHITE N-FOLD 9.5x9.125 4	16/250	1.5/19	24.14	24.14
2	2	CASE	321374 HARMONY PRO 2PLY PREM BATH TISSUE	96/400	9.2/50	31.45	62.90
1	1	UNIT	BH11004 24" TAMPICO FINE PUSHEROOM	1	1/2	13.37	13.37
1	1	EACH	8364 60" THREADED WOOD HANDLE METAL TIP LA	1	0/1	3.84	3.84

Rec'd I JAN 2020

Line 3 short by 1000



THANK TO LINDA B



# 941685

ES 7.04

\$ 90.98

THANK TO LINDA

V-238 1.330.572.457

TAXABLE ITEMS RECEIVED BY SIGNATURE X RECEIVED BY PRINT NAME	TOTAL CUBE TOTAL WEIGHT TOTAL PIECES	11.7 72 5	SUB TOTAL TAX FREIGHT <b>TOTAL</b>	104.25 6.50 0.00 104.25
	DATE			
	RECEIVED BY SIGNATURE X RECEIVED BY PRINT NAME			

RECEIVED BY SIGNATURE X  
 RECEIVED BY PRINT NAME

VTE PAYMENT CHARGE.  
 IS TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE  
 PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT  
 OD/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR  
 VIG REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED  
 CHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING  
 IT.



P.O. Box 23861  
Jacksonville, FL 32241  
904-268-1929  
DYSECPRO@aol.com  
EF0001108

# Invoice

DATE	INVOICE #
11/1/2019	36575

Designers & Consultants of Security, Fire,  
Access & CC TV Systems

**BILL TO:**

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

160 Riverglade Run  
St. Johns, Florida 32259

P.O. NUMBER	TERMS	PROJECT
Jason Davidson	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	Trouble shoot Access control gate circuit for Northeast pool gate and Northwest Cart path gate. Found wire in ground box broken and found blown fuse in power supply. Repaired wire and replaced blown fuse. tested gates. Both working properly.	75.00	75.00
1	Trip Fee	75.00	75.00
	Sales Tax	7.00%	0.00

**RECEIVED**  
NOV 06 2019  
BY: \_\_\_\_\_

Thank you for your business.

**TOTAL** \$150.00

V-215

(A)

1,330,672.345



1707 Townhurst Dr.  
Houston TX 77043  
(800) 858-POOL (7665)  
www.poolsure.com

# Invoice

Date 11/1/2019

Invoice # 131295589359

Terms	Net 20
Due Date	11/21/2019
PO #	
Customer #	13RIV125

Bill To	Ship To
Rivers Edge c/o Government Management Services 475 West Town Place Suite 114 St Augustine FL 32092	River Town CDD 39 Riverwalk Blvd Saint Johns FL 32259

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	837.20
WM-Wireless Communication Charge	XPC Communication Fee	1	ea	0.00
WM-XPC Upgrade	XPC System Upgrade	1	ea	50.00

**RECEIVE**  
OCT 30 2019

✓73  
1,330.572452 (A)

Total Amount Due 887.20  
\$887.20

## Remittance Slip

Customer  
13RIV125  
Invoice #  
131295589359

Amount Due \$887.20

Amount Paid

Make Checks Payable To  
Poolsure  
PO Box 55372  
Houston, TX 77255-5372



131295589359





445 Republic Dr  
St Augustine FL 32095-860404

**Customer Service** (904) 825-0991  
**RepublicServices.com/Support**

### Important Information

**Your next invoice may reflect a rate adjustment. Please contact us with any questions.**

Account Number	3-0667-0002898
Invoice Number	0687-001011884
Invoice Date	October 16, 2019
Previous Balance	\$958.97
Payments/Adjustments	-\$958.97
<b>Current Invoice Charges</b>	<b>\$533.11</b>


<b>Total Amount Due</b>	<b>Payment Due Date</b>
<b>\$533.11</b>	<b>November 05, 2019</b>

## PAYMENTS/ADJUSTMENTS

<u>Description</u>	<u>Reference</u>	<u>Amount</u>
Payment - Thank You 09/25	571	-\$522.56
Payment - Thank You 10/14	3608	-\$436.41

### CURRENT INVOICE CHARGES

<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<b>Rivertown Clubhouse 156 Landing St PO Y</b>				
<b>Saint Johns, FL Contract: 9687022 (C51)</b>				
<b>1 Waste Container 6 Cu Yd, 1 Lift Per Week</b>				
Waste/Recycling Overage 10/15		1.0000	\$73.24	\$73.24
Pickup Service 11/01-11/30			\$293.80	\$293.80
Container Refresh 11/01-11/30		1.0000	\$9.00	\$9.00
<b>Administrative Fee</b>				\$5.95
<b>Total Fuel/Environmental Recovery Fee</b>				\$126.13
<b>Total Franchise - Local</b>				\$24.99
<b>CURRENT INVOICE CHARGES</b>				<b>\$533.11</b>



RECEIVED  
OCT 25 2019  
BY: \_\_\_\_\_

V-74 (A)  
1,380,572.458

# 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](http://RepublicServices.com/Electronics)



**445 Republic Dr  
St Augustine FL 32095-860404**

**Please Return This  
Portion With Payment**

**Total Enclosed**

Return Service Requested

L2RCACDTE8 014511



RIVERS EDGE CDD  
RIVERTOWN CLUB HOUSE D. POWERS  
475 W TOWN PL  
STE 114  
ST AUGUSTINE FL 32092-3649

Total Amount Due	\$533.11
Payment Due Date	November 05, 2019
Account Number	3-0687-0002898
Invoice Number	0687-001011884

☐ For Billing Address Changes,  
Check Box and Complete Reverse.

**Make Checks Payable To:**

REPUBLIC SERVICES #687  
PO BOX 9001099  
LOUISVILLE KY 40290-1099

30687000289800000010118840000533110000533119

12RCACDTE8 014511 1NNNNNNNNNN NNN NNN 001 001 029025 21396586.1

Invoice #1617



SONITROL OF NORTH CENTRAL FLORIDA  
2500 NW 10TH ST #103  
OCALA, FL 34475

WWW.SONITROLNCF.COM



RIVERTOWN COMMUNITY ASSOCIATION

Access Code



\*04L120D8I9DM\*



Invoice Date: Nov 1st 2019  
Due Date: Nov 1st 2019

Memo:  
Customer #: C120062E

Subtotal: \$184.00

Total: \$184.00

Amount Paid: \$0.00

Balance (USD): \$184.00



SELECT YOUR PAYMENT METHOD:

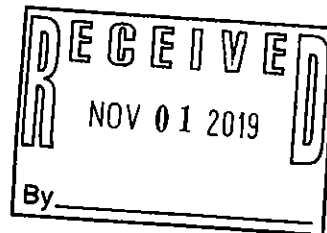
Pay with card



Return Policy:  
MERCHANT DISCRETION

V-58 (A)

1, 330, 572, 345





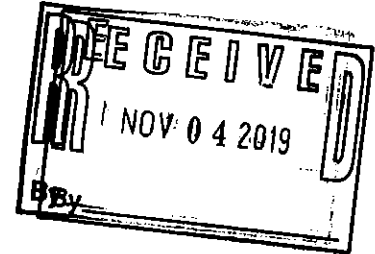
## Invoice

Vesta Property Services, Inc.  
245 Riverside Avenue  
Suite 250  
Jacksonville FL 32202

Invoice # 361989  
Date 11/1/2019  
Terms Net 30  
Due Date 12/1/2019  
Memo Rivers Edge CDDII

### Bill To

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



Description	Quantity	Rate	Amount
Field Operations Manager 1, 320, 572, 48001	1		2,639.38
General & Lifestyle Manager 1, 330, 572, 340	1		5,428.96
Hospitality Services 1, 330, 572, 342	1		9,366.67
Community Maintenance Staff 1, 330, 572, 457	1		3,500.00
Pool Maintenance 1, 330, 572, 452	1		1,518.75
Janitorial Maintenance 1, 330, 572, 463	1		1,344.37

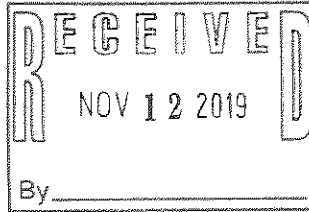
Thank you for your business.

Total \$23,798.13

V-155 (A)



**Aerostar SES** LLC



November 12, 2019  
Invoice No. 28782  
Project No. M3001.0147.13

Mr. David Provost  
Rivers Edge CDD  
NE Regional Office  
4500 SR 13  
St. Johns, Florida 32259

**RE: Stormwater Inspection Services – October 2019  
Rivertown  
St. Johns County, Florida**

Lump Sum Services

Task 2-4 Weekly Site Inspections – 4 weekly @ \$525.00/week.....\$2,100.00

**Total Amount Due .....\$2,100.00**

Approved by Project Manager:

V-77 (A)  
1,320,572,468

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.

Please mail your remittance to:  
**Dade**  
 Distributor of foodservice disposables,  
 janitorial supplies and equipment  
 throughout the United States,  
 Puerto Rico and the Caribbean

Dade Paper & Bag, LLC  
 One Imperial Bldg  
 4102-7 Bulls Bay Hwy.  
 Jacksonville, FL 32219

JACKSONVILLE, FL

PHONE (904) 783-9490

FAX (904) 782-4181

RIVERS EDGE CDD  
 VERTOWN

15 W TOWN PLACE STE 114  
 JACKSONVILLE, FL 32092, USA

ATTN: DANIEL LAUREN

SHIP TO

RIVERS EDGE CDD  
 RIVERS EDGE CDD  
 140 LANDING ST  
 ST JOHNS, FL 32259, USA

PHONE: 704-940-8882

# INVOICE



ORDER NO. 203737  
 CUSTOMER NO. 541625  
 ORDER DATE 11/05/19  
 SHIP DATE 11/06/19  
 INVOICE NO. 14137689  
 SOURCE PAGE 1  
 INVOICE DATE 11/06/19  
 C/S REP

## SPECIAL INSTRUCTIONS

ACCT REPTAX CODE

TERMS

PO/CONTRACT NO.

SHIP VIA

ROUTE STOP

541 50 NET 30 DAYS

QUANTITY

QUANTITY ORDERED

UNIT

DESCRIPTION

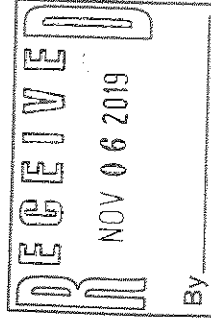
PACK / SIZE

CUBE / WEIGHT

UNIT PRICE

AMOUNT

2 2 CASE MDP6LV10 PUPPY GLOVE DOG POOP BAG 10/9000/C 10/200 4/21 49.98 99.96  
 1 UNIT SE593 EASY SCRUB FLAT MOP TOWEL/EA 1 0/0 165.80 165.80



Lat 2.5m - 1m  
 Warehouse

TALK TO  
 incl

V-238 (A)  
 1,330.572.457

REC'D I

JANITORIAL SUPPLIES

# 943797

\$ 99.96

PAYMENT CHARGE.  
 TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE  
 LING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT  
 /STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR  
 REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED  
 LAGER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING

TAXABLE ITEMS  
 RECEIVED BY  
 SIGNATURE X  
 RECEIVED BY  
 PRINT NAME

TOTAL CUBE  
 TOTAL WEIGHT  
 TOTAL PIECES

SUB TOTAL  
 TAX  
 FREIGHT  
 TOTAL

265.76  
 0.00  
 0.00  
 265.76

NO SHORTAGE CLAIMS ALLOWED AFTER SIGNING OF THIS INVOICE

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Bill To:**

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



Invoice #: 205

Invoice Date: 11/1/19

Due Date: 11/1/19

Case:

P.O. Number:

Description	Hours/Qty	Rate	Amount
Management Fees - November 2019 <i>1,310.573.340</i>		3,750.00	3,750.00
Information Technology - November 2019 <i>351</i>		291.67	291.67
Dissemination Agent Services - November 2019 <i>324</i>		458.33	458.33
Office Supplies <i>570</i>		16.53	16.53
Postage <i>420</i>		25.50	25.50
Copies <i>425</i>		401.55	401.55
<i>(A) V-3</i>			

---

**Total** \$4,943.58

---

**Payments/Credits** \$0.00

---

**Balance Due** \$4,943.58

---

**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: 000  
 PURCHASE ORDER: 111319

REFERENCE: PO # 111319

TERMS: NET 15TH

CLERK: JT3

DATE / TIME: 11/13/19 2:08

TERMINAL: 601

SOLD TO:  
 RIVERS EDGE CDD  
 475 WEST TOWN PLACE  
 SUITE 114  
 ST AUGUSTINE FL 32092

SHIP TO:

SALESPERSON: 35 B2B CUSTOMER SALES - M  
 TAX: 031 FLORIDA SALES TAX MAN

**INVOICE: 411545/3**

REWARD NO: 19820227380

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE	PER	EXTENSION
1	1	EA	70867	SPECTRACIDE FIRE ANT KILLER 3.5#		1	2.99	/EA	2.99 SN
4	4	EA	3565843	ACE LED A19 9.8W2700K4PK		4	4.99	/EA	19.96 SN
1	1	EA	3001807	TIES CABLE 7-3/4IN BLK 100 PK		1	8.99	/EA	8.99 N
1	1	EA	31636	FLICKER FLAME BULB		1	4.59	/EA	4.59 N
1	1	EA	7587199	Ace Brand Weed & Grass Killer 1		1	7.59	/EA	7.59 N

**RECEIVED**  
 NOV 13 2019

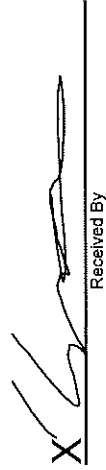
By

TAXABLE	0.00
NON-TAXABLE	44.12
SUB-TOTAL	44.12
TAX AMOUNT	0.00
<b>TOTAL AMOUNT</b>	<b>44.12</b>

\*\* AMOUNT CHARGED TO STORE ACCOUNT \*\*

44.12

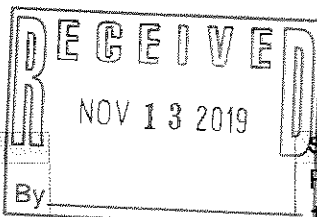
V-241 1.330, 592, 457

  
 Received By

(DAVIDSON, ZACHARY)

Hulihan Territory, Inc.  
 1177 Atlantic Boulevard  
 Atlantic Beach, FL 32233 US  
 (904) 285-8505  
 www.hulihanterritory.com

# Invoice



<b>BILL TO</b>	<b>SHIP TO</b>
Rivers Edge CDD	Rivers Edge CDD
140 Landing Street	140 Landing Street
St Johns, FL 32259	St Johns, FL 32259

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
80304	11/12/2019	\$9,907.00	Due on receipt	

QTY	ACTIVITY	DESCRIPTION	AMOUNT
	<b>Services</b>	Entrance to welcome center (16) lit garland on rails on bridge @ 90.00 = 1440.00 (9) Sylvester palms warm white mini lights @ 300.00 = 2700.00 (2) 72 inch wreaths on tower @ 325.00 = 650.00	4,790.00
	<b>Services</b>	MAIN BUILDING: (430ft) Warm white C-7 LED on roofline 2580.00 (200ft) Warm white C-7 LED in bedline 600.00 (1) 60 inch lit wreath 280.00 (4) 36 inch lit wreaths 600.00 (2) Patio Ligustrum 350.00 (2) Oak trees (Base only) 250.00  ENTRANCE SIDE: (4) Lit garland on wall 260.00 (2) 36 inch lit wreaths 300.00  CENTER ISLAND (6) Lit garland on wall 390.00 (2) 36 inch lit wreaths 300.00  EXIT SIDE (2) 36 inch lit wreaths 300.00 (4) Lit garland on wall 260.00	5,117.00

BALANCE DUE

**\$9,907.00**

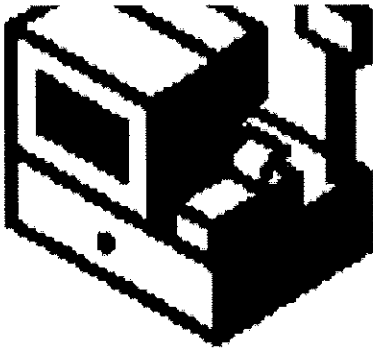
*(A) 11-12-4 1,320, 572, 494*

**\*\*PAST DUE ACCOUNTS ARE SUBJECT TO A SERVICE CHARGE OF \$20.00 PER MONTH \*\***

**\*\*\*\*PAYMENT DUE ON RECEIPT\*\*\*\***

If you wish to pay by credit card, please call our office at 285-8505. We accept MasterCard, Visa and Discover.

Thank you for your business!



Pinch A Penny 148  
625 State Road 13  
St. Johns, FL 32259  
Phone: 904-230-9299

### Sales Receipt

Transaction #: 679904  
Account #: 9044405668  
Date: 8/5/2019 Time: 2:22:59 PM  
Cashier: David Carlis Register #: 7

Bill To: JASON DAVIDSON

Item	Description	Amount
921057	TAYLOR RGT #2 DPD .7 2 @ \$5.99	\$11.98
921008	TAYLOR REAG #1 DPD 2 @ \$6.49	\$12.98

Sub Total	\$24.96
Sales Tax	\$0.00
Total	\$24.96

SALE ON ACCT.	\$24.96
Previous Balance	\$0.00
New Balance	\$24.96

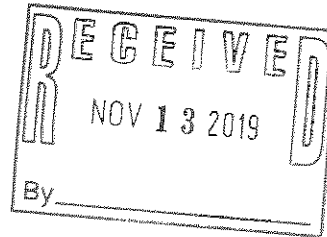
Change Due	\$0.00
------------	--------



9044405668

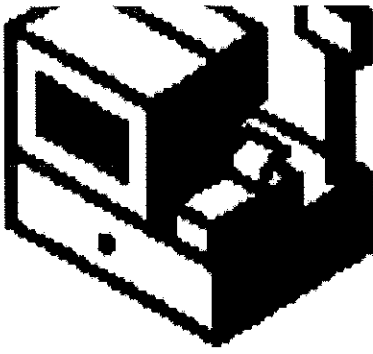
Thank you for shopping  
Pinch A Penny 148  
We hope you'll come back soon!

*Expense for Oct.*



*V-268 (A)*

*1,330,572.457*



Pinch A Penny 148  
625 State Road 13  
St. Johns, FL 32259  
Phone: 904-230-9299

### Sales Receipt

Transaction #: 685660  
Account #: 9044405668  
Date: 9/9/2019 Time: 11:07:10 AM  
Cashier: John Riggins Register #: 7  
Bill To: JASON DAVIDSON

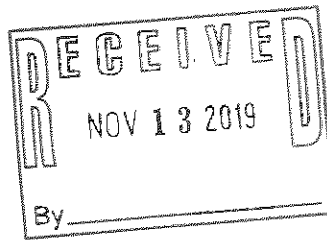
Item	Description	Amount
130185	PRO SERIES 8"X16" TEL	\$38.99
130185	PRO SERIES 8"X16" TEL	\$38.99
Sub Total		\$77.98
Sales Tax		\$0.00
Total		\$77.98
SALE ON ACCT.		\$77.98
Previous Balance		\$24.96
New Balance		\$102.94
Change Due		\$0.00



9044405668

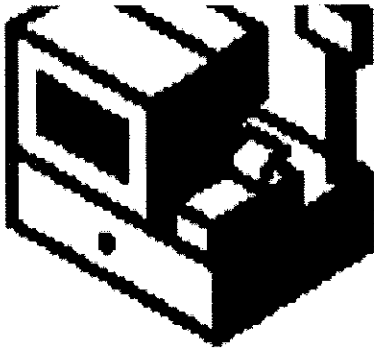
Thank you for shopping  
Pinch A Penny 148  
We hope you'll come back soon!

*expense for Oct.*



V-269 (A)

1:330.572.457



Pinch A Penny 148  
625 State Road 13  
St. Johns, FL 32259  
Phone: 904-230-9299

### Sales Receipt

Transaction #: 693207  
Account #: 9044405668  
Date: 11/1/2019 Time: 3:16:35 PM  
Cashier: John Riggins Register #: 7  
Bill To: JASON DAVIDSON

Item	Description	Amount
921057	TAYLOR RGT #2 DPD .7	\$5.99
921057	TAYLOR RGT #2 DPD .7	\$5.99
921107	TAYLOR RGNT #3 DPD	\$6.99
921107	TAYLOR RGNT #3 DPD	\$6.99

Sub Total	\$25.96
Sales Tax	\$0.00
Total	\$25.96

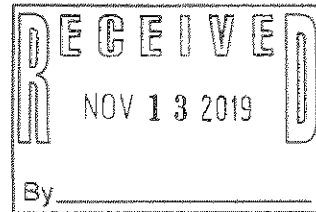
SALE ON ACCT.	\$25.96
Previous Balance	\$102.94
New Balance	\$128.90

Change Due	\$0.00
------------	--------



9044405668

Thank you for shopping  
Pinch A Penny 148  
We hope you'll come back soon!



V-269 (A)

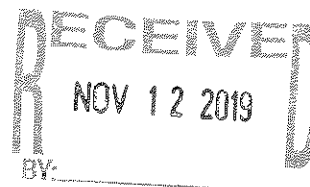
1,330.572.457

10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
09/29		Balance Forward						\$975.59	
10/07	P106061	Payment - Lockbox 3596						\$-396.70	
10/29	P109634	Payment - Lockbox 3633						\$-192.97	
10/09 10/09	I0322243-10092019	BOS REG MTG 10/16/19	SA St Augustine Record	1.00 x 4.5000	4.5	1	\$8.98	\$40.41	
10/09 10/09	I0322243-10092019	BOS REG MTG 10/16/19	SA St Aug Record Online	1.00 x 4.5000	4.5	1	\$8.97	\$40.37	

PREVIOUS AMOUNT OWED: \$975.59  
 NEW CHARGES THIS PERIOD: \$80.78  
 CASH THIS PERIOD: (\$589.67)  
 DEBIT ADJUSTMENTS THIS PERIOD: \$0.00  
 CREDIT ADJUSTMENTS THIS PERIOD: \$0.00

We appreciate your business.

V-5 (A)  
 1,310, 573, 480



**INVOICE AND STATEMENT OF ACCOUNT**

AGING OF PAST DUE ACCOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE	
	\$80.78		\$0.00	\$462.21	\$0.00	\$76.29		\$466.70	
SALES REP/PHONE #		ADVERTISER INFORMATION							
Melissa Rhinehart 904-819-3423	25	1 BILLING PERIOD		6 BILLED ACCOUNT NUMBER		7 ADVERTISER/CLIENT NUMBER		2 ADVERTISER/CLIENT NAME	
		09/30/2019 - 11/03/2019		15655		15655		RIVERS EDGE CDD	

**MAKE CHECKS PAYABLE TO**

The St. Augustine Record Dept 1261  
 PO Box 121261  
 Dallas, TX 75312-1261

Payment is due upon receipt.

The St. Augustine Record

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record Dept 1261  
 PO Box 121261  
 Dallas, TX 75312-1261

**ADVERTISING INVOICE and STATEMENT**

1		BILLING PERIOD		2		ADVERTISER/CLIENT NAME													
		09/30/2019 - 11/03/2019				RIVERS EDGE CDD													
COMPANY		23		TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT		3		TERMS OF PAYMENT									
SA 7				\$466.70		\$76.29				NET 15 DAYS									
21		CURRENT NET AMOUNT		22		30 DAYS		60 DAYS		OVER 90 DAYS									
		\$80.78				\$0.00		\$462.21		\$0.00									
4		PAGE #		5		BILLING DATE		6		BILLED ACCOUNT NUMBER		7		ADVERTISER/CLIENT NUMBER		24		STATEMENT NUMBER	
						11/03/2019				15655				15655				0000058232	

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 2527

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

The St. Augustine Record  
 Dept 1261  
 PO Box 121261  
 Dallas, TX 75312-1261



Wed, Oct 9, 2019  
9:15:02AM

## Legal Ad Invoice

# The St. Augustine Record

Send Payments to:  
The St. Augustine Record Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

**Acct:** 15655  
**Phone:** 8652382622  
**E-Mail:** chogge@gmsnf.com  
**Client:** RIVERS EDGE CDD

**Name:** RIVERS EDGE CDD  
**Address:** 475 W TOWN PLACE, STE 114

**City:** SAINT AUGUSTINE **State:** FL **Zip:** 32092

**Ad Number:** 0003222243-01 **Caller:** COURTNEY HOGGE **Paytype:** BILL  
**Start:** 10/09/2019 **Issues:** 1 **Stop:** 10/09/2019  
**Placement:** SA Legals **Rep:** Melissa Rhinehart  
**Copy Line:** Notice of Meeting Rivers Edge Community Development District The regular meeting of the Board of Supervisors of the Rive

Lines 53  
Depth 4.50  
Columns 1  
Price \$80.78

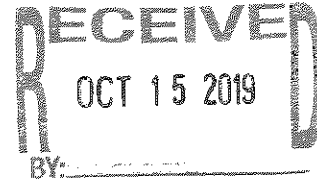
**Notice of Meeting**  
Rivers Edge  
Community Development District

The regular meeting of the Board of Supervisors of the Rivers Edge Community Development District will be held on Wednesday, October 16, 2019 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. The meeting is open to the public and will be conducted in accordance with the provision 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 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations 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, or 1-800-955-8773 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision 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 evidence upon which such appeal is to be based.

James A. Perry  
District Manager  
0003222243 October 9, 2019



THE ST. AUGUSTINE RECORD  
Affidavit of Publication

RIVERS EDGE CDD  
475 W TOWN PLACE, STE 114

SAINT AUGUSTINE, FL 32092

ACCT: 15655  
AD# 000322243-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY  
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

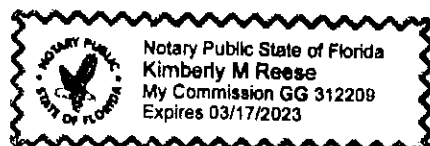
Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **BOS REG MTG 10/16/19** was published in said newspaper on **10/09/2019**.

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 \_\_\_\_\_ day of **OCT 09 2019**

by *Melissa Rhinehart* who is personally known to me  
or who has produced as identification

*Kimberly M Reese*  
(Signature of Notary Public)



Notice of Meeting  
Rivers Edge  
Community Development District

The regular meeting of the Board of Supervisors of the Rivers Edge Community Development District will be held on Wednesday, October 16, 2019 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. The meeting is open to the public and will be conducted in accordance with the provision 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 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations 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, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision 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 evidence upon which such appeal is to be based.

James A. Perry  
District Manager  
000322243 October 9, 2019



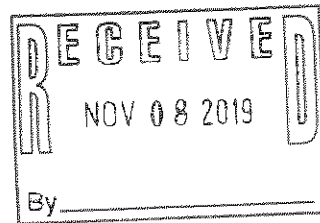
# Invoice

Invoice #: 1694A

Date: 11/01/19

Customer PO:

DUE DATE: 12/1/19



## BILL TO

RiverTown  
Rivers Edge CDD  
475 West Town Place, Suite 114  
Saint Augustine, FL 32092

## FROM

VerdeGo  
PO Box 789  
3335 North State Street  
Bunnell, FL 32110  
Phone: 386-437-3122  
www.verdego.com

## DESCRIPTION

#57 - Standard Maintenance Contract November 2019

## AMOUNT

\$44,681.36

## Invoice Notes:

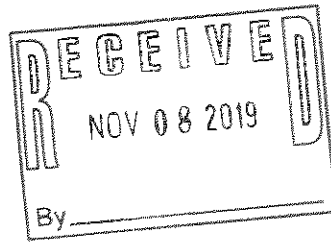
Thank you for your business!

AMOUNT DUE THIS INVOICE

\$44,681.36

*1,320,572.461*

*V-237 (A)*



# Invoice

Invoice #: 1706

Date: 11/07/19

Customer PO:

DUE DATE: 12/07/2019

## BILL TO

RiverTown  
RECDD1  
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

## AMOUNT

#1522 - NorthLake Tree removal

Remove and flush cut tree at bridge jusat past Northlake entrance.

Remove and flush cut tree by Northlake lift station.

Both require crane to remove.

*Landscape Enhancement*

*\$3,500.00*

## Invoice Notes:

Thank you for your business!

**AMOUNT DUE THIS INVOICE**

**\$3,500.00**

V-237 (A)

1,320,572.46102



## PROPOSAL

Mailing Address  
RECDD1  
175 West Town Place Suite 114  
St. Johns FL 32092  
Date: October 18 2019  
Opportunity#: 1522

Job Address  
Northlake  
Phone:



## PROPOSAL

**Job Summary:**  
Remove and flush cut tree at bridge just past Northlake entrance.  
Remove and flush cut tree by Northlake lift station.  
Both require crane to remove

Quantity	Description	Unit	Unit Price	Ext Price
2.00	Oak Removal	Dollars	\$1,750.00	\$3,500.00
Landscape Enhancement Total				\$3,500.00

Proposal Total: \$3,500.00

Note: This proposal includes all labor and material necessary to complete the job.  
Payment due 30 days after 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-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.  
VerdeGo employees are fully covered by workman's compensation insurance.

### ACCEPTANCE OF PROPOSAL

I/We have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. I/We agree to the proposed terms of payment and will release the funds as per agreed herein.

By \_\_\_\_\_  
Robert Beladi  
Date \_\_\_\_\_  
VerdeGo

By \_\_\_\_\_  
Date 10/21/19  
RiverTown

VerdeGo • PO Box 789 3335 North State Street • Dunnell, FL 32110  
phone: 386-437-3122 email: rbeladi@verdego.com  
www.verdego.com

Page 1/1

Completed

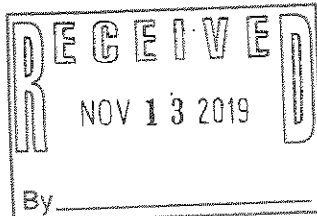
11-5-19



# Invoice

Vesta Property Services, Inc.  
245 Riverside Avenue  
Suite 250  
Jacksonville FL 32202

Invoice # 362739  
Date 10/31/2019  
Terms Net 30  
Due Date 11/30/2019  
Memo



Bill To  
Rivers Edge C.D.D.  
c/o GMS, LLC  
475 West Town Place  
Suite 114  
St. Augustine FL 32092

Ⓐ V-155

RR 1,330,572.457  
GAS 1,330,572.457

Description	Quantity	Rate	Amount
Billable Expenses			
M. Pollicino - Amazon; Refund for gym equipment. RE CDD I RR			(55.74)
Z. Davidson - Home Depot; Oil for pressure washer and screws and glue (RECDD1) RR			16.19
M. Pollicino - Amazon; Cleaning caddy. RE CDD I RR			28.76
Z. Davidson - Amazon; Replacement wheels for dolly (RECDD1) RR			30.87
Z. Davidson - Weedman Grocery; Gas for equipment (RECDD1) GAS			33.47
Z. Davidson - Batteries Plus; Batteries for solar cross walk sign (RECDD1) RR			36.28
Z. Davidson - Speedway; Gas for equipment (RECDD1) GAS			45.81
M. Pollicino - Amazon; Gym equipment. RE CDD I RR			53.82
M. Pollicino - Amazon; Gym equipment. RE CDD I RR			55.74
Z. Davidson - Gate; Gas for work truck (RECDD1) GAS			79.63
Z. Davidson - Batteries Plus; Batteries for solar cross walk sign (RECDD1) RR			81.30
Z. Davidson - Weedman Grocery; Gas for work truck (RECDD1) GAS			81.72
Z. Davidson - Under Pressure; Repairs for pressure washer (RECDD1) RR			112.26
Z. Davidson - Batteries Plus; Battery for golf cart (RECDD1) RR			151.40
Total Billable Expenses			751.51

Total \$751.51

## Marcy Pollicino

---

**From:** marcy pollicino <marcypollicino@gmail.com>  
**Sent:** Tuesday, October 15, 2019 10:28 AM  
**To:** Marcy Pollicino  
**Subject:** Fwd: Your refund for Body-Solid Tools Pro-Style....

----- Forwarded message -----

**From:** [return@amazon.com](mailto:return@amazon.com) <[return@amazon.com](mailto:return@amazon.com)>  
**Date:** Tue, Oct 15, 2019, 10:18 AM  
**Subject:** Your refund for Body-Solid Tools Pro-Style....  
**To:** <[marcypollicino@gmail.com](mailto:marcypollicino@gmail.com)>

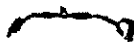


## Refund Confirmation

**Hello Marcy R Pollicino,**

We've issued your refund for the item below. Your return is now complete\*.

[View return & refund status](#)



Body-Solid Tools Pro-Style...

---

**Refund total: \$55.74\*\***

Refund will appear on your American Express in 3-5 business days.

\* This is an advanced refund. If we don't receive the item listed above, we may charge your original payment method .

\*\* Learn more [about refunds](#)

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.



More saving.  
More doing.™

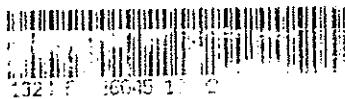
230 DUBBIN PAVILION DRIVE  
ST. JOHNS, FL 32259 (904)417-4600

1324 00063 2646 10-02-19 02:04 PM  
SELF CHECKOUT

046396551122 PUMP OIL -A- 9.97  
PUMP OIL FOR Pw  
387480029512 MACH SCREW -A- 1.16  
MACH SCR BNL 1/4 CHS 7/16 #4-48111  
052427780010 SUPER GLUE -A- 1.97  
GORTILA SUPER GLUE .07 OZ 2 Pk

SUBTOTAL 13.12  
TAX + PIF 1.07  
TOTAL \$16.19

XXXXXXXXXX1/52 AMEX 1616 10.19  
AUTH CODE 896890 8631316  
AID A600000025010801 COLUMBIAN EXPRESS



1321 F 10045 11 2

PIF 1.07

THE TAX ON A RE REG  
PUBLIC A SIZORCH  
DE 1321 F 10045 11 2  
DE 1321 F 10045 11 2  
DE 1321 F 10045 11 2  
PUBL A SIZORCH  
DE 1321 F 10045 11 2  
DE 1321 F 10045 11 2  
PART OF A SIZORCH

DE 1321 F 10045 11 2  
DE 1321 F 10045 11 2  
DE 1321 F 10045 11 2

OTIL WE NALL 117

Take a short survey for a chance to win  
A \$2,000 HOME DEPOT GIFT CARD

Optin on screen

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H69 53703 52442  
PASSWORD: 19002 52379

Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.

10/9/2019

Amazon.com - Order 111-7765837-8757864



## Details for Order #111-7765837-8757864

Print this page for your records.

**Order Placed:** October 9, 2019

**Amazon.com order number:** 111-7765837-8757864

**Order Total:** \$28.76

### Not Yet Shipped

#### Items Ordered

1 of: Rubbermaid Commercial Double Pail Plastic Bucket, 19 Quart, Gray,  
FG262888GRAY

Sold by: Amazon.com Services, Inc

Condition: New

#### Price

\$27.00

#### Shipping Address:

Marcy Pollicino  
1749 Pennan Place  
Saint Johns, FL 32259  
United States

#### Shipping Speed:

One-Day Shipping

### Payment information

#### Payment Method:

American Express | Last digits: 2404

Item(s) Subtotal: \$27.00

Shipping & Handling: \$0.00

-----

#### Billing address

Jason Davidson  
245 Riverside Ave  
Jacksonville, FL 32202  
United States

Total before tax: \$27.00

Estimated tax to be collected: \$1.76

-----

**Grand Total: \$28.76**

To view the status of your order, return to [Order Summary](#).

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10/1/2019

Amazon.com - Order 111-2132239-2680222

**amazon.com**

**Details for Order #111-2132239-2680222**

Print this page for your records.

**Order Placed:** October 1, 2019

**Amazon.com order number:** 111-2132239-2680222

**Order Total:** \$30.87

**Not Yet Shipped**

**Items Ordered**

1 of: *RamPro 10" All Purpose Utility Air Tires/Wheels with a 5/8" Diameter Hole with Double Sealed Bearings (Pack of 2)*  
Sold by: 3Rd Party Sellers ([seller profile](#))

**Price**

\$28.99

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

Item(s) Subtotal: \$28.99

Shipping & Handling: \$0.00

**Billing address**

Zachary Davidson  
245 Riverside Ave suite 250  
Jacksonville, Florida 32202  
United States

Total before tax: \$28.99

Estimated tax to be collected: \$1.88

**Grand Total: \$30.87**

To view the status of your order, return to [Order Summary](#).

WELCOME TO  
WEEDMANN'S EXPRESS  
Weedmann's  
9900 Shands Pkwy A  
St. Augustine FL  
32259

DATE 10/21/19 10:21  
TRAN# 9822923  
PUMP# 02  
SERVICE LEVEL: SELF  
PRODUCT: UNLD  
GALLONS: 13.393  
PRICE/G: \$ 2.499  
FUEL SALE \$ 33.47  
CREDIT \$33.47

AMEX  
\*\*\*\*\*1752  
Entry Method: Swiped  
Auth #: 594616  
Resp Code: 0  
Stan: 006370900  
Invoice #: 69371  
Store # \*\*\*\*\*  
\*\*\*

THANK YOU  
HAVE A NICE DAY

# Batteries + Bulbs

Batteries Plus Bulbs #052  
10991-56 San Jose Blvd  
Jacksonville, FL 32223  
(904) 888-2800

## Receipt

Customer: Rivetown Mattamy Homes  
Customer #: RM-000003063232

P.O.#: 10/25/2019

## Sale Items

6LA12-7F 2 @ 16.95 33.90

12V LEAD

DURA12-7F

Item Subtotal 33.90

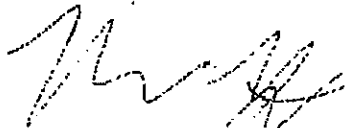
Tax 2.38

Total 36.28

AMEX XXXXXXXXXXXX1752 3d 28

DAVIDSON/ZACHARY

Chip 885932



Customer Signature

Sale Amount Received 36.28

Items Sold 2



P20231961

052-01 10/25/2019 3:45:07 PM  
RHargell

Thank you for your purchase!

\*\*\*\*\*

We'd love your feedback!

Visit [batteriesplus.com/feedback](http://batteriesplus.com/feedback)

Enter Code CUSVMVJ2UK to take a short  
survey about this Batteries Plus Bulbs visit

Customer Copy - Please retain for your records.

SPEEDWAY 0006878-Fruit Cove.F  
401 Euberts Road 32259-8912  
(904)281-2339 10/1/2019 1:31:22 PM  
Trans 2204117 Res: 100

Pay At Pump Sale  
Pump # 8 Regular Unleaded  
18.705 Gallons @ \$2.449/Gal 45.81

Sub. Total: \$45.81  
Tax: \$0.00  
Total: \$45.81

American Express: \$45.81  
Change \$0.00

American Express  
Card Num :  
XXXXXXXXXX1752  
TERM: 0050006878001  
TRANS TYPE: CAPTURE  
APPR: 875411  
ENTRY METHOD: Chip  
Card

USDS 45.81

AMERICAN EXPRESS  
AID:  
A000000025010801

10/01/2019 13:26:17

Cardholder agrees to  
pay to issuer total  
charges per the  
agreement between  
cardholder & issuer.

www.speedway.com

**Details for Order #111-9645936-6381064**

Print this page for your records.

**Order Placed:** October 4, 2019**Amazon.com order number:** 111-9645936-6381064**Order Total:** \$53.82**Not Yet Shipped.**

Items Ordered	Price
1 of: <i>Elevator Fitness Squat Pad Barbell Pad for Squats, Lunges, and Hip Thrusts - Foam Sponge Pad - Provides Relief to Neck and Shoulders While Training</i> Sold by: Salty Lance ( <a href="#">seller profile</a> )	\$12.89
Condition: New	
1 of: <i>CAP Barbell Deluxe Double D Handle with Rubber Handgrips</i> Sold by: Amazon.com Services, Inc	\$23.48
Condition: New	
1 of: <i>CAP Barbell Deluxe Tricep V-Bar with Rubber Handgrips</i> Sold by: Amazon.com Services, Inc	\$14.95
Condition: New	

**Shipping Address:**

Marcy Pollicino  
1749 Pennan Place  
Saint Johns, FL 32259  
United States

**Shipping Speed:**

One-Day Shipping

**Payment information****Payment Method:**

American Express | Last digits: 2404

Item(s) Subtotal: \$51.32  
Shipping & Handling: \$0.00  
-----

**Billing address**

Jason Davidson  
245 Riverside Ave  
Jacksonville, FL 32202  
United States

Total before tax: \$51.32  
Estimated tax to be collected: \$2.50  
-----

**Grand Total: \$53.82**

To view the status of your order, return to [Order Summary](#).

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10/4/2019

Amazon.com - Order 111-0053182-5943472



## Details for Order #111-0053182-5943472

[Print this page for your records.](#)

**Order Placed:** October 4, 2019

**Amazon.com order number:** 111-0053182-5943472

**Order Total:** \$55.74

### Not Yet Shipped

#### Items Ordered

1 of: *Body-Solid Tools Pro-Style Pro-Grip Lat Bar (MB438RG), 38 Inches*

Sold by: Amazon.com Services, Inc

Condition: New

#### Price

\$52.34

#### Shipping Address:

Marcy Pollicino  
1749 Pennan Place  
Saint Johns, FL 32259  
United States

#### Shipping Speed:

Two-Day Shipping

### Payment information

#### Payment Method:

American Express | Last digits: 2404

Item(s) Subtotal: \$52.34

Shipping & Handling: \$0.00

-----

Total before tax: \$52.34

Estimated tax to be collected: \$3.40

-----

**Grand Total: \$55.74**

#### Billing address

Jason Davidson  
245 Riverside Ave  
Jacksonville, FL 32202  
United States

To view the status of your order, return to [Order Summary.](#)

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Welcome to GATE  
Store # 1209  
1254B San Jose Blvd  
Jacksonville FL  
32223  
(904) 260-2732

- Duplicate

Receipt #99593  
10/25/2019  
15:32

Pump Gallons Price  
11 33.192 @ 2.999  
Product: Reg-Unlead  
TOTAL FUEL \$ 79.63

SALE - Card Swiped  
TOTAL SALE \$ 79.63  
AMEXAcct#  
\*\*\*\*\*1752  
Refer #100142697  
Batch #25  
Sequence #6993  
Approval #507552  
SALE  
American Express  
Card Num : (S)  
XXXXXXXXXX1752  
Swiped

10/25/2019 15:25:39

I agree to pay the  
above Total Amount  
according to Card  
Issuer Agreement.

Thank you for  
choosing GATE!

# Batteries + Bulbs

Batteries Plus Bulbs #052  
1099 I-56 San Jose Blvd  
Jacksonville, FL 32223  
(904) 888-2850

## Receipt

Customer: Zach Davidson  
Customer #: RM-000007454104

### Sale Items

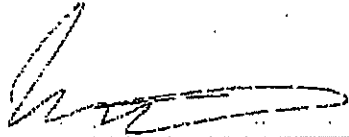
8LA12-7F 2 @ 37.99 75.98  
12V LEAD  
CURA12-7F

Item Subtotal 75.98

Tax 5.32

Total 81.30

AMEX XXXXXXXXXX1752 81.30  
DAVIDSON/ZACHARY  
Chip 815969



Customer Signature

Sale Amount Received 81.30

Items Sold 2



P20218953

052-02 10/25/2013 12:02:34 PM  
ryans

Thank you for your purchase!

\*\*\*\*\*

We'd love your feedback!

Visit [batteriesplus.com/feedback](http://batteriesplus.com/feedback)

Enter Code ELENFNDP00 to take a short  
survey about this Batteries Plus Bulbs visit

Customer Copy - Please retain for your records

**WELCOME TO  
WEEDMAN EXPRESS**

9900 SHANDS PIER RD  
JACKSONVILLE, FL  
32259

\*\*\*\*\*

Weedmann's  
9900 Shands Pier R  
ST. Augustine FL 32259

Description	Qty	Amount
UNLD CR #02	32.7036	81.72
SELF @ 2.499/ G		
Subtotal		81.72
Tax		0.00
<b>TOTAL</b>		<b>81.72</b>
CREDIT \$		81.72

AMEX

\*\*\*\*\*1752

Entry Method: Swiped

Auth #: 584453

Resp Code: 0

Stan: 005259251

Invoice #: 57375

Store # \*\*\*\*\*

ST# 2 TILL XXXX DR# 0 TRAN# 9022487  
CSH: 0 10/10/19 13:41:26

UNDER PRESSURE SALES

8211 3101 HILL RD

JACKSONVILLE, FL 32216

10/10/2019

14-18 13

CREDIT CARD

AIRTEL SALE

Card #: 2000XXXXX01752  
Chip Card: AMERICAN EXPRESS  
AID: A300000025610601  
ATC: 0123  
ARQC: F7C10EF9A34F01F5  
SEQ#: 18  
Batch #: 1136  
INVOICE 18  
Approval Code: 606143  
Entry Method: Chip Read  
Mode: Issuer

SALE AMOUNT \$112.26

CUSTOMER COPY

# Batteries + Bulbs.

Batteries Plus Bulbs #052  
10000-55 San Jose Blvd  
Jacksonville, FL 32213  
904-696-2600

## Receipt

Customer # 601-361-7504

### Sale Items

SLIGCBV 1 @ 159.99 159.99  
Batteries Plus Bulbs  
Full Warranty until 10/10/20

ENV160 1 @ 1.00 1.00  
ENVIRONMENTAL FEE  
ENV160

SLICORE0 1 @ 0.00 .00  
NO CHARGE SURF FEE  
SLICORE0

Subtotal 161.40

Tax .00

Total 161.40

Auth: 10000-55 San Jose Blvd  
10000-55 San Jose Blvd  
10000-55 San Jose Blvd

Customer Signature

Sale Amount Received 161.40

Items sold



P10645187

10000-55 San Jose Blvd  
10000-55 San Jose Blvd

Thank you for your purchase!

\*\*\*\*\*

We'd love your feedback!

Visit [batteriesplus.com/feedback](http://batteriesplus.com/feedback)

or call 1-800-8-GUI-Q762 to leave a review

or email [feedback@batteriesplus.com](mailto:feedback@batteriesplus.com)

Customer Copy - Please retain for your records



CINTAS CORPORATION  
7700 BENT BRANCH DR STE 130  
IRVING, TX 75063

Phone # (888) 994-2468

Fax # (972) 501-9102

REMIT TO ADDRESS LISTED BELOW

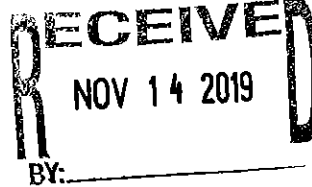
## Invoice

V-152 (A)  
1,330,572.457

0101027 01AMB 0.425 \*\*AUTO T4 0 9033 32092-364939 -C01-PO1028-11



RIVERTOWN COMMUNITY ASSOCIATION  
RIVERS EDGE COMMUNITY DEVELOPMENT DIS  
STE 114  
475 W TOWN PL  
ST AUGUSTINE FL 32092-3649



Invoice # 8404371176  
Invoice Date 10/31/2019  
Credit Terms NET 30 DAYS  
Customer # 10596960  
Payer # 10596960

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext. Price	Tax	EPD
------------	------	------	------------	-------------	----------	------------	------------	-----	-----

Store # RIVERS EDGE COMMUNITY DEV DISTRICT, RIVERTOWN COMMUNITY ASSOC  
140 LANDING STREET, ST JOHNS, FL (0010528780)

0292-5015093452	10/23/19		110	SERVICE ACKNOWLEDGEMENT	1.00 EA	\$0.0000	\$0.00		
0292-5015093452	10/23/19		120	CABINET ORGANIZED	1.00 EA	\$0.0000	\$0.00		
0292-5015093452	10/23/19		130	EXPIRATION DATES CHECKED	1.00 EA	\$0.0000	\$0.00		
0292-5015093452	10/23/19		160	AED CHECKED (NO CHARGE)	1.00 EA	\$0.0000	\$0.00		
0292-5015093452	10/23/19		400	SERVICE CHARGE	1.00 EA	\$12.9500	\$12.95		
0292-5015093452	10/23/19		33129	QUIKHEAL F/P BANDAGES MED	1.00 BOX	\$12.9900	\$12.99		
0292-5015093452	10/23/19		55556	DISINFECTANT WIPE	1.00 EA	\$8.5000	\$8.50		
0292-5015093452	10/23/19		122110	BAYER ASPIRIN SMALL	1.00 BAG	\$7.6800	\$7.68		
0292-5015093452	10/23/19		268430	ADA Magnet	1.00 EA	\$0.0000	\$0.00		

Site Subtotal \$42.12  
Site Tax \$0.00  
Site Total \$42.12

RIVERTOWN  
160 RIVERGLADE RUN, ST. JOHNS, FL (0012663109)

0292-5015093453	10/23/19		110	SERVICE ACKNOWLEDGEMENT	1.00 EA	\$0.0000	\$0.00		
0292-5015093453	10/23/19		120	CABINET ORGANIZED	1.00 EA	\$0.0000	\$0.00		
0292-5015093453	10/23/19		130	EXPIRATION DATES CHECKED	1.00 EA	\$0.0000	\$0.00		
0292-5015093453	10/23/19		160	AED CHECKED (NO CHARGE)	1.00 EA	\$0.0000	\$0.00		
0292-5015093453	10/23/19		400	SERVICE CHARGE	1.00 EA	\$12.9500	\$12.95		
0292-5015093453	10/23/19		33129	QUIKHEAL F/P BANDAGES MED	1.00 BOX	\$12.9900	\$12.99		
0292-5015093453	10/23/19		55556	DISINFECTANT WIPE	1.00 EA	\$8.5000	\$8.50		

RIVERTOWN COMMUNITY ASSOCIATION  
RIVERS EDGE COMMUNITY DEVELOPMENT DIS  
475 W TOWN PL  
ST AUGUSTINE FL 32092-3649

Payer #	Due Date	Invoice #
10596960	12/05/2019	8404371176
		Total Amount Due
		\$154.89

8404371176 7 0000015489 1 0



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 # 8404371176  
Invoice Date 10/31/2019

## Invoice

Document #	Date	PO #	Material #	Description	Quantity	Unit Price	Ext. price	Tax	EPU
0292-5015093453	10/23/19		74415	EMERGEN-C TANGERINE/5 PK	1.00	PAC	\$0.0000	\$0.00	
0292-5015093453	10/23/19		79191	MUCINEX SMALL	1.00	BAG	\$13.4600	\$13.46	
0292-5015093453	10/23/19		82420	READY-RIP 2"	1.00	ROL	\$8.5500	\$8.55	
0292-5015093453	10/23/19		113529	CHERRY MNTHL COUGH DRP MD.	1.00	BOX	\$13.0200	\$13.02	
0292-5015093453	10/23/19		115029	ANTACID FRUIT FLAVOR SM	1.00	BAG	\$10.5300	\$10.53	
0292-5015093453	10/23/19		122110	BAYER ASPIRIN SMALL	1.00	BAG	\$7.6800	\$7.68	
0292-5015093453	10/23/19		268430	ADA Magnet	1.00	EA	\$0.0000	\$0.00	
0292-5015093453	10/23/19		1030300	WOUNDSEAL POUR PACK (2)	1.00	EA	\$25.0900	\$25.09	

Site Subtotal \$112.77  
Site Tax \$0.00  
Site Total \$112.77

Invoice Subtotal \$154.89  
Invoice Tax \$0.00  
Invoice Total \$154.89





\*\*\* INVOICE

CUSTOMER COPY \*\*\*

Location : CINTAS FIRE PROTECTION

Invoice # : 0F61138844 Inv Date : 10/20/2019  
Customer : 34725 Loc : F61  
Type : COD-S Route : 21  
PO Number : Acct # : 34725  
WO Number : 53952 Acct Zip : 32259  
Service Visit : 6310093

Remit to:  
CINTAS FIRE 636525  
P.O. BOX 636525  
CINCINNATI, OH 452636525  
(904)562-7000

Bill to:  
Rivers Edge COD  
475 W. Town Place #114  
St. Augustine, FL. 32092

Serviced:  
RIVER CLUB  
160 RIVER GLADE RUN  
ST. JOHNS, FL 32259

RECEIVED  
NOV 14 2019  
BY: \_\_\_\_\_

Item	Qty	Description	Unit Price	Net Amount	Tx
AX260	1	EXTINGUISHER, 6 LITER, LOW PH WET CHEMICAL	395.00	395.00	Y
B22603	1	EXTINGUISHER, 10# ABC, ALUMINUM VALVE	155.00	155.00	Y

SUB-TOTAL : 550.00  
TAX : 38.50  
TOTAL : 588.50

CINTAS FIRE PROTECTION

#98454000012007

#98452300012007

#502087000199

PLEASE PAY FROM THIS INVOICE  
WE ACCEPT VISA/MC/AMEX AND DISCOVER  
TO MAKE PAYMENT BY PHONE:  
570.891.0407

(A) V-76  
1.330.572.457

THE GOODS AND/OR SERVICES PROVIDED BY CINTAS HAVE BEEN OR WILL BE PROVIDED  
FIRE PROTECTION SERVICES GENERAL TERMS AND CONDITIONS ("THE TERMS"), A COM  
PROVIDED TO YOU, AND ADDITIONAL COPIES OF WHICH ARE AVAILABLE FROM YOUR CI  
AT CINTAS.COM/FIRECONTRACT. CERTAIN EXCERPTS OF THE TERMS ARE ALSO PRINTED  
SIGNING THIS DOCUMENT AND/OR ACCEPTING THE GOODS AND/OR SERVICES PROVIDED,  
HAVE RECEIVED, READ, AND UNDERSTAND THE TERMS IN THEIR ENTIRETY, (2) AGREE  
REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGE  
THAT ALL WORK HAS BEEN COMPLETED.

Tax exemp  
form

TERMS NET 10

FIRE-LASERINV

## Upcoming Delivery Dates

Delivery Calendars are available for each of  
your Ship-To Locations by accessing your self-  
service account online at [selfserve.water.com](http://selfserve.water.com).



We Deliver!

Bottled Water \* Filtration \* Coffee



Stock up and save on Mountain Valley Spring Water.  
Buy one case of Mountain Valley 750ml bottles - still or  
sparkling -- and get one case at 50% off. To order, call  
800-492-8377 or leave a note for your RSR.  
Offer expires 12/31/19.

Customer Account#: 662311414845635

RIVERTOWN FITNESS CENTER

See Account Summary Details

Invoice Date:

11-10-19

Invoice #:

14845635 111019

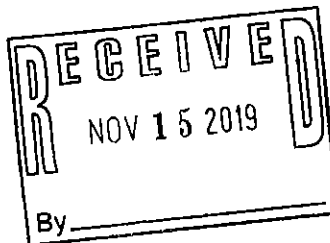
Purchase Order #:

See Details Below

Date	Transaction #	Details	Qty.	Each	Amount
10-29-19		Previous Balance			221.53
		Payment - Thank You			-221.53
		Remaining Balance			0.00
		Products and Other Charges			
		Ship To Reference # 14845634			0.00
		Ship To Reference # 15261387			192.84
		Total Products and Other Charges			192.84

Summary continued on next page...

V-103 (A)  
1,330.572, 500



Effective 12/08/19, there will be a price increase of \$1.00 on our equipment rental.  
We appreciate the opportunity to serve you and thank you for your continued business.

30356-P-0034

Previous Balance  
\$221.53

Payment  
\$221.53



Total New Charges  
\$196.83



Pay This Amount  
\$196.83

Write the complete account number on your check. Detach remittance and mail with payment in the enclosed envelope. To pay online go to [www.water.com](http://www.water.com)



6750 Discovery Blvd.  
Mableton, GA 30126

Customer Account#:

662311414845635

Due By:

Upon Receipt

Late Fees May Apply After:

12-03-19

Total Amount Due:

\$196.83

☐ Check here and see reverse for  
address and phone corrections.

☐ Check here and see  
reverse if paying by  
credit card.



|||||  
RIVERTOWN FITNESS CENTER  
DENISE POWERS  
475 W TOWN PL  
STE 114  
ST AUGUSTINE, FL 32092

✉ Mail Remittance With Payment To: ✉

|||||  
CRYSTAL SPRINGS  
PO BOX 660579  
DALLAS, TX 75266-0579

020310 100124 06623114148456351 0019683 9 0019683 9 8

Invoice #:14845635 111019

Page 2 of 5

Invoice #:14845635 111019

Page 3 of 5

Date	Détails	Qty.	Each	Amount
	Ship-To Reference #15261387 JASON DAVIDSON RIVERTOWN FITNESS CENTER 140 LANDING ST FRUIT COVE, FL 32259			
10-21-19	T192946970056			
	CRYSTAL SPRINGS 5G SPRING WATER	9	10.99	98.91
	5.0 GALLON BOTTLE DEPOSIT	9	6.00	54.00
	5.0 GALLON BOTTLE RETURN	-9	6.00	-54.00
	ENERGY SURCHARGE	1	6.01	6.01
	Sales Tax			0.00
	<b>Total</b>			<b>104.92</b>
	Rec'd By:			
11-04-19	T193086970060			
	CRYSTAL SPRINGS 5G SPRING WATER	8	10.99	87.92
	5.0 GALLON BOTTLE RETURN	-8	6.00	-48.00
	5.0 GALLON BOTTLE DEPOSIT	8	6.00	48.00
	Sales Tax			0.00
	<b>Total</b>			<b>87.92</b>
	Rec'd By:			
	R1931212623891			
	BLACK HOT AND COLD COOLER RENTAL	1	3.99	3.99
	Sales Tax			0.00
	<b>Total</b>			<b>3.99</b>
	Rec'd By:			
	<b>Total for Location</b>			<b>196.83</b>

## How to Read Your Statement

**Delivery Calendar:**  
Your scheduled deliveries for the next three months.

**Customer Account Number:**  
For prompt service, please use this number when referring to your account.

**Summary:**  
Previous balance and posted payments since last bill.

**Total New Charges:**  
This information provides totals for various products and transactions.

**Important Monthly Message**

**Important Monthly Promotions:**  
Register online for access to your account. You can view and pay your bill, check delivery schedule and order products all online.

**Bottle Deposits:**  
Highlights bottle deposits and returns.

**Easy to Pay:**  
Pay your invoice through the mail, online at [www.valor.com](http://www.valor.com) or call us to expedite your remittance with automatic credit card payments

**Mail Remittance With Payment To:**  
Please detach remittance and mail using business envelope provided.

## Billing Rights Summary

### In case of Errors or Questions About Your Bill:

If you think your bill is incorrect, or if you need more information about a transaction on your bill, write us as soon as possible on a separate sheet, at P.O. Box 660579, Dallas, TX 75266-0579. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. Your bill shall be deemed correct unless disputed within 60 days from receipt. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and complete account number.
- The dollar amount of the suspected error.
- Describe the error and explain why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the amount of your bill that is not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

## Electronic Funds Transfer Notice

If you pay by check, it will be converted into an "Electronic Funds Transfer" (EFT), a process in which your financial institution is electronically instructed to transfer funds from your account to ours in lieu of processing the check. By sending your completed check to us, you authorize us to use the account information therein to create an EFT for the amount indicated on the check. If the EFT cannot be processed for technical or other reasons, you authorize us to process an image replacement document, draft, or copy of your check.

**OPT OUT NOTICE:** If you do not wish to participate in this check conversion program, please write to us on a separate sheet at:  
P.O. Box 660579, Dallas, TX 75266-0579.

## Insufficient Funds Notice

If your check is returned for insufficient or uncollected funds (NSF), your signature on your check gives us permission to debit your checking account electronically for the uncollected amount. Payment by check constitutes your acceptance of those terms.

## We appreciate your business.

As a food product, bottled water is subject to rules and regulations promulgated by the Federal Food and Drug Administration (FDA). For further information, please write DS Services of America, Inc. at P.O. Box 660579, Dallas, TX 75266-0579

Please print only new address or credit card information below and check the appropriate box on reverse side. Thank you.

### Credit Card Payment

Bill my credit card. Please check one.

Charge to my: ☐ VISA ☐ MasterCard ☐ American Express ☐ Discover

Credit Card Number

Expiration Date

Phone Number

Signature (must match name on account)

### Address Changes

Mailing address only ☐ Mailing and delivery address ☐

Name

Address

City State Zip Code

Phone Number E-mail Address

Customer Account Number

### Do Not Forget To:

- ✓ Detach this remittance and return with your payment.
- ✓ Write the complete account number on your check.
- ✓ Mail remittance and payment using the enclosed envelope.



**network**  
DISTRIBUTION BY DESIGN

ATTENTION

0546-3826505  
EZHDI

100-442609-247

SPRINGFIELD  
RIVERS EDGE  
CITY

1475 W TOWN PLACE STE 119  
ST AUGUSTINE, FL 32082  
CONTACT: DANIEL LAUGHLIN

RECEIVED : 27 JUL 1964

~~SECRET~~

RIVERS EDGE CDD 1  
RIVERS EDGE CDD  
1140 LANDING ST  
ST. JOHNS, FL 3225

# INVOICE

SPECIAL INSTRUCTIONS		ROUTE	STOP	SHIP VIA	PO/CONTRACT NO.	ACCT/REPTAX CODE	TERM
ASON DAVIDSON		24	19	SLR TRUCK	CDD1	541 50	NET 30 EA

PRODUCT NUMBER	QUANTITY SHIPPED	QUANTITY ORDERED	UNIT	DESCRIPTION	PACK / SIZE	CUBE / WEIGHT	UNIT PRICE
059117	1	1	CASE	2433-100 24x33 BLACK CAN LINER 1.5m11 100/C	100	3/7	12.48
090097	1	1	CASE	819 DART 802 FOAM CUP 1N/CS	40/25	3.6/6	25.24
000080	1	1	CASE	0874286 LYSOL CRISP LINEN SCS DISINFECTANT	12	6/19	87.73
001002	1	1	CASE	35419 PINE SOL LEMON FRESH ALL PURP CLN	3/1440Z	1/30	41.13
004129	3	3	UNIT	9811 24" GREY MED PF FLOOR SWEEP PLASTIC	1	0/12	35.05
004150	2	2	UNIT	01104 60" METAL TIP THREADED WHANDLE 5/16x	2/2		3.51

① 1,330,572,457

V-238

RECEIVED  
NOV 19 2019  
By \_\_\_\_\_

0  
+  
2  
5  
1

used

FORIAL

100

# 947-128

Amount Due -

238.64  
238.70

PER MONTH LATE PAYMENT CHARGE										
PURCHASER AGREES TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE CARRIER'S FEES. PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT ON ACTS OF GOD/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR CONTROL, INCLUDING REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED PRICE. PURCHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING						TAXABLE ITEMS	<i>Lyn</i>	△	SUB TOTAL	\$ 50 TAX
						RECEIVED BY SIGNATURE X	<i>R. D. Jones</i>	△	FREIGHT	
						RECEIVED BY PRINT NAME		△	TOTAL	▲

**NO SHORTAGE CLAIMS ALLOWED AFTER SIGNING OF THIS INVOICE**

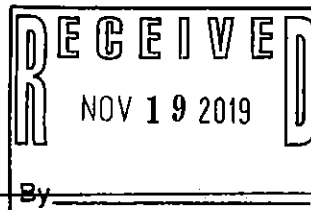


3948 3rd Street S #123  
Jacksonville Bch, FL  
32250

# Invoice

Date	Invoice #
11/18/2019	21155
904-417-5100 Phone	

Bill To	Job Address
Rivers Edge CDD1 475 West Town Place Suite 114 St. Augustine, FL 32092	Rivertown CDD 140 Landing Street Saint Johns, FL 32259



P.O. Number	Terms	Rep	Project
Rivertown CDD		DB	Repair Pool Light

Quantity	Description	Price Each	Amount
	WE HEREBY PROPOSED TO FURNISH THE FOLLOWING SWIM/SPA/POOL WORK: REPAIR POOL LIGHT AND INSTALL (1) ADAPTER RING.  ALL MATERIAL, PARTS AND LABOR INCLUDED.  <i>Pool light Repair (RECCDD1) [Signature]</i>	250.00	250.00

(A) V-266 1.330, 572, 457	<b>Total</b>	\$250.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$250.00

## GIDDENS SECURITY CORPORATION

## Invoice

Lic# B0001267  
528 S. Edgewood Ave. Suite 1  
JACKSONVILLE, FL 32205

Date	Invoice #
11/5/2019	23459294

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

RECEIVED  
NOV 14 2019  
BY: \_\_\_\_\_

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
137	Security Service 10/21/2019-11/03/2019	15.34	2,101.58
751	Mileage	0.57	428.07
<p>(A) K-71 1,330.572,34570 Exp. Oct</p>			

Phone #	Fax #	E-mail
904-384-8071	904-389-9931	akoon@giddenssecurity.com

**Total** \$2,529.65

# Giddens Security Corporation

## Weekly Assignment Calendar by Location - Sorted by Shift Code

### Rivertown

Monday, October 21, 2019		Tuesday, October 22, 2019	
■ HOLD OVER-Rivertown: 12:00AM-6:00AM Securo, Ruby	6.00	■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00
■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00		
Wednesday, October 23, 2019		Thursday, October 24, 2019	
■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00	■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00
Friday, October 25, 2019		Saturday, October 26, 2019	
■ Rivertown: 6:00PM-6:00AM Securo, Ruby	12.00	■ Rivertown: 6:00PM-6:00AM Securo, Ruby	12.00
Sunday, October 27, 2019			
■ Rivertown: 6:00PM-12:00AM Securo, Ruby	6.00		

**Location:** Rivertown  
**Address:** 39 Riverwalk Blvd.  
St. Johns FL

**Total Weekly Hours:** 68.0  
**Guard:** 521-1281 (guard)  
**Emergency Contact:** Eric Lowrie

**Notes:**

--

**Work:**  
**Home:**

# Giddens Security Corporation

## Weekly Assignment Calendar by Location - Sorted by Shift Code

### Rivertown

Monday, October 28, 2019		Tuesday, October 29, 2019	
■ HOLD OVER-Rivertown: 12:00AM-6:00AM Securo, Ruby	6.00	■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00
■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00		
Wednesday, October 30, 2019		Thursday, October 31, 2019	
■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00	■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00
Friday, November 1, 2019		Saturday, November 2, 2019	
■ Rivertown: 6:00PM-6:00AM Securo, Ruby	12.00	■ Rivertown: 6:00PM-7:00AM Securo, Ruby	13.00
Sunday, November 3, 2019			
■ Rivertown: 6:00PM-12:00AM Securo, Ruby	6.00		

Location: Rivertown  
 Address: 39 Riverwalk Blvd.  
 St. Johns FL

Total Weekly Hours: 69.0  
 Guard: 521-1281 (guard)  
 Emergency Contact: Eric Lowrie

Notes:

Work:  
 Home:

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

PAGE NO. 1

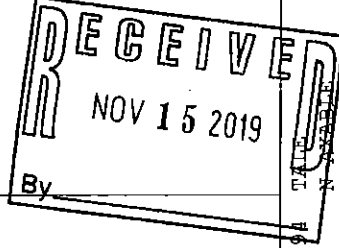
Customer No.	Job No.	Purchase Order No.	Reference	Terms	Clerk	Date	Time
365050		11/14/19	# 11/14/19	NE 15TH	CP3	11/14/19	2:52

Sold To  
RIVERS EDGE CDD  
475 WEST TOWN PLACE  
SUITE 114  
ST AUGUSTINE FL 32092

Ship To

DUE DATE: 12/15/19  
DOC# 411561/3  
\*\*\*\*\*  
TERM#604  
\* INVOICE \*  
SLSPR: 35 B2B CUSTOMER SALES - M \*\*\*\*\*  
TAX : 031 FLORIDA SALES TAX MAN \*\*\*\*\*

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
3		EA	3532694	GFCI ST RECEPT 15A WHT	3	19.99 /EA	59.97 N
1		EA	17531	LEXEL TUBE CLEAR 5 OZ	1	7.99 /EA	7.99 N
1		EA	3914884	HALOGEN BULB CA10 43W WW	1	7.99 /EA	7.99 N
1		BG	5401310	50# BLACK TOP PATCH COMMERCIAL	1	15.99 /BG	15.99 N



AMOUNT CHARGED TO STORE ACCOUNT \*\*

(DAVIDSON, ZACHARY)

91.94  
TAX  
N. SALES  
STTAL

T MOUNT  
TA AMOUNT

0.00  
91.94  
91.94

V-241 (A)

1.330, 572.457

X  
Received By

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: 000    PURCHASE ORDER: 11-22-19    REFERENCE: PO # 11-22-19    TERMS: NET 15TH    CLERK: JMR3    DATE / TIME: 11/22/19 11:29

TERMINAL: 602

SHIP TO:

SOLD TO:  
 RIVERS EDGE CDD  
 475 WEST TOWN PLACE  
 SUITE 114  
 ST AUGUSTINE FL 32092

SALESPERSON: 35 B2B CUSTOMER SALES - M  
 TAX: 031 FLORIDA SALES TAX MAN

**INVOICE: 411642/3**

REWARD NO: 19820227380

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE	/PER	EXTENSION
1	1	EA	9802315	MIDGET REPL 3A FUSE		1	1.99	/EA	1.99 N
2	2	EA	9817610	MINI 12V REPL BULB ASST		2	1.99	/EA	3.98 N
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>RECEIVED</b>            NOV 22 2019            By _____         </div>									
					TAXABLE		0.00		
					NON-TAXABLE		5.97		
					SUB-TOTAL		5.97		
					TAX AMOUNT		0.00		
					TOTAL AMOUNT		5.97		

\*\* AMOUNT CHARGED TO STORE ACCOUNT \*\*

V-241 (A)  
 1,330.572.457

(DAVIDSON, ZACHARY)

X *[Signature]*

Received By

# PROSSER

November 13, 2019

Project No: 113094.60

Invoice No: 42954

Rivers Edge Community Development District  
c/o Governmental Management Services  
1001 Bradford Way  
Kingston, TN 37763

Project 113094.60 Rivers Edge CDD - O & M

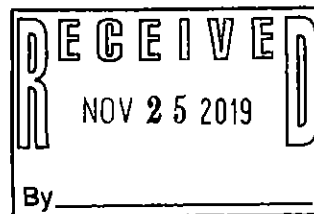
For services including coordination with staff on landscape maintenance maps for Interlocal Agreement and travel and attend October CDD meeting.

Professional Services from October 1, 2019 to October 31, 2019

**Professional Personnel**

	Hours	Rate	Amount	
Principal	1.50	170.00	255.00	
Planner/Project Researcher	9.00	110.00	990.00	
Totals	10.50		1,245.00	
Total Labor				1,245.00
		Total this Invoice		\$1,245.00

V-55 (A)  
1,310,573.311





## ACCOUNT INVOICE

peoplesgas.com

f t p g in

Statement Date: 11/08/2019

Account: 211011179218

RIVERS EDGE CDD  
C/O BERNADETTE PEREGRINO  
156 LANDING ST  
JACKSONVILLE, FL 32259-8763

Current month's charges:	\$329.80
Total amount due:	\$329.80
Payment Due By:	12/02/2019

### Your Account Summary

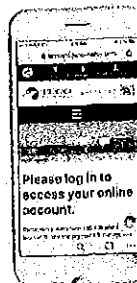
Previous Amount Due	\$25.34
Payment(s) Received Since Last Statement	-\$25.34
Current Month's Charges	\$329.80
<b>Total Amount Due</b>	<b>\$329.80</b>

Ⓐ V-69  
1.330, 572, 454

RECEIVED  
NOV 14 2019  
BY: \_\_\_\_\_

## tecoaccount.com

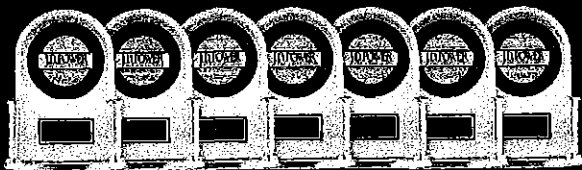
Do it all from the palm of your hand.



- Keep an eye on your energy usage
- Sign up for programs to help you save energy and money
- Manage multiple accounts
- Update your personal info
- View and pay your bill

Log in at [tecoaccount.com](http://tecoaccount.com) today!

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Thank you for rating us "Highest in Customer Satisfaction with Residential Natural Gas Service in the South among Midsize Utilities, 7 years in a row."

For J.D. Power 2019 award information, visit [jdpower.com/awards](http://jdpower.com/awards).

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



### WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211011179218

Current month's charges:	\$329.80
Total amount due:	\$329.80
Payment Due By:	12/02/2019

Amount Enclosed \$

600000221760

00003398 01 AB 0.40 32092 FTECO111061923184110 00000 03 01000000 009 04 17416 002



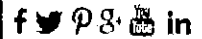
RIVERS EDGE CDD  
C/O BERNADETTE PEREGRINO  
475 W TOWN PL, STE 114  
ST AUGUSTINE, FL 32092-3649

MAIL PAYMENT TO:  
TECO  
P.O. BOX 31318  
TAMPA, FL 33631-3318

60000022176021101117921800000000329806



# ACCOUNT INVOICE



Account: 211011179218  
 Statement Date: 11/08/2019  
 Current month's charges due 12/02/2019

## Details of Current Month's Charges -- Service from - 10/03/2019 to 11/02/2019

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	11/02/2019	1,903	1,705	198 CCF	1.043	1.1168	230.6 Therms	31 Days

Customer Charge		\$23.76
Distribution Charge	230.6 THMS @ \$0.45571	\$105.09
PGA	230.6 THMS @ \$0.84495	\$194.85
Florida Gross Receipts Tax		\$6.10
Natural Gas Service Cost		<b>\$329.80</b>
<b>Total Current Month's Charges</b>		<b>\$329.80</b>

### Peoples Gas Usage History

Therms Per Day  
(Average)

NOV 2019	7.4
OCT	0.0
SEP	0.0
AUG	0.0
JUL	0.0
JUN	0.0
MAY	0.0
APR	0.0
MAR	0.0
FEB	0.0
JAN	0.0
DEC 2018	12.5
NOV 2018	4.5

00003398-0007922- Page 3 of 4





Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
904-355-5300 • Fax: 904-353-1488 • Toll Free: 800-226-5305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 5798955  
DATE: 5/8/2019  
ORDER: 5798955

Bill To: [233943]

Rivers Edge CDD  
Jason Davidson  
475 West Town Place  
Suite 114  
Saint Augustine, FL 32092-3648

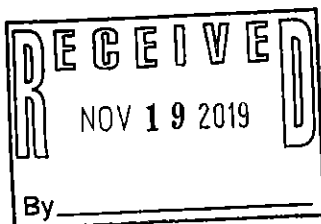
Work

Location: [233943] 904-940-0008

RiverHouse(RECDD 1)  
140 Landing Street  
Saint Johns, FL 32259-8621

Work Date	Time	Target Pest	Technician	Time In
5/8/2019	02:50 PM			02:50 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	10/12/2019		04:47 PM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	300.00
V-156 (A) exp. Oct. 1, 330, 572, 450		
SUBTOTAL		\$300.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$300.00
AMOUNT DUE		\$300.00



*K. Brown*

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

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

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



Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 5862972  
DATE: 6/12/2019  
ORDER: 5862972

Bill To: [233943]

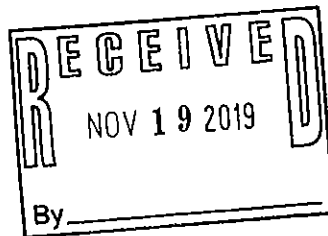
Rivers Edge CDD  
Jason Davidson  
475 West Town Place  
Suite 114  
Saint Augustine, FL 32092-3648

Work Location: [233943] 904-940-0008  
RiverHouse(RECDD 1)  
140 Landing Street  
Saint Johns, FL 32259-8621

Work Date	Time	Target Pest	Technician	Time In
6/12/2019	02:38 PM			02:38 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	10/12/2019		04:08 PM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	300.00
K156 (A) exp. Oct 1.330, 572.459		
SUBTOTAL		\$300.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$300.00

AMOUNT DUE \$300.00



*VB*

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

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904-355-5300 • Fax: 904-353-1488 • Toll Free: 800-225-5305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 5872298  
DATE: 6/12/2019  
ORDER: 5872298

Bill To: [233943]

Rivers Edge CDD  
Jason Davidson  
475 West Town Place  
Suite 114  
Saint Augustine, FL 32092-3648

Work

Location: [233943] 904-940-0008

RiverHouse(RECDD 1)  
140 Landing Street  
Saint Johns, FL 32259-8621

Work Date	Time	Target Pest	Technician	Time In
6/12/2019	01:41 PM			01:41 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	10/12/2019		03:42 PM

### Service

### Description

### Price

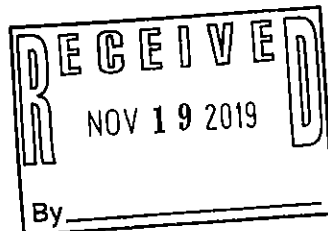
CPCM

Commercial Pest Control - Monthly Service

175.00

SUBTOTAL	\$175.00
TAX	\$0.00
AMT. PAID	\$0.00
TOTAL	\$175.00

AMOUNT DUE \$175.00



TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

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Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32258  
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-3305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 5940121  
DATE: 7/10/2019  
ORDER: 5940121

Bill To: [233943]

Rivers Edge CDD  
Jason Davidson  
475 West Town Place  
Suite 114  
Saint Augustine, FL 32092-3648

Work Location: [233943] 904-940-0008  
RiverHouse(RECDD 1)  
140 Landing Street  
Saint Johns, FL 32259-8621

Work Date	Time	Target Pest	Technician	Time In
7/10/2019	02:04 PM			02:04 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	10/12/2019		04:50 PM

### Service

### Description

### Price

CPCM

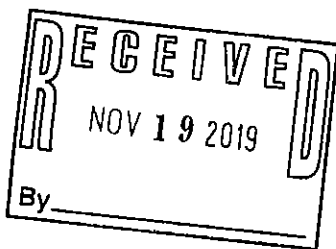
Commercial Pest Control - Monthly Service

175.00

V-156 (A)  
exp. Oct. 1, 330, 572, 453

SUBTOTAL	\$175.00
TAX	\$0.00
AMT. PAID	\$0.00
TOTAL	\$175.00

AMOUNT DUE \$175.00



*[Signature]*

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

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Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32288  
904-355-5300 • Fax: 904-353-1489 • Toll Free: 800-226-5305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 6077153  
DATE: 9/19/2019  
ORDER: 6077153

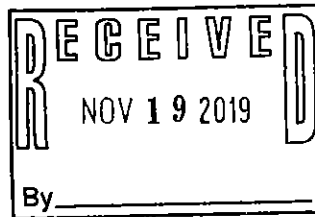
Bill To: [233943]

Rivers Edge CDD  
Jason Davidson  
475 West Town Place  
Suite 114  
Saint Augustine, FL 32092-3648

Work Location: [233943] 904-940-0008  
RiverHouse(RECDD 1)  
140 Landing Street  
Saint Johns, FL 32259-8621

Work Date	Time	Target Pest	Technician	Time In
9/19/2019	03:10 PM			03:10 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	10/12/2019		04:30 PM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	300.00
V-156 (A) exp. Oct. 1. 330, 572, 459		
SUBTOTAL		\$300.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$300.00



AMOUNT DUE \$300.00

*Kear*

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

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

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Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
904-355-5300 • Fax: 904-353-1488 • Toll Free: 800-226-5305  
www.turnerpest.com

## Service Slip/Invoice

INVOICE: 6139154  
DATE: 10/10/2019  
ORDER: 6139154

Bill To: [233943]

Rivers Edge CDD  
Jason Davidson  
475 West Town Place  
Suite 114  
Saint Augustine, FL 32092-3648

Work Location: [233943] 904-940-0008  
RiverHouse(RECDD 1)  
140 Landing Street  
Saint Johns, FL 32259-8621

Work Date	Time	Target Pest	Technician	Time In
10/12/2019	03:45 PM			03:45 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	10/12/2019		07:21 AM

### Service

### Description

### Price

CPCM

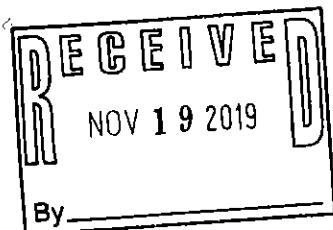
Commercial Pest Control - Monthly Service

300.00

W-156 (A) exp. Oct  
1,330.572.459

SUBTOTAL	\$300.00
TAX	\$0.00
AMT. PAID	\$0.00
TOTAL	\$300.00

AMOUNT DUE \$300.00



*Ka*

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

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

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



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

3/3

Invoice Number: 5531167  
Invoice Date: 10/25/2019  
Account Number: 222425000  
Direct Inquiries To: STACEY JOHNSON  
Phone: 407-835-3805

RIVERS EDGE CDD SERIES 2018A1/A2

Accounts Included 222425000 222425001 222425002 222425003 222425004 222425005  
In This Relationship: 222425006 222425007 222425009

**CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP**

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,750.00	100.00%	\$3,750.00
<b>Subtotal Administration Fees - In Advance 10/01/2019 - 09/30/2020</b>				<b>\$3,750.00</b>
Incidental Expenses	3,750.00	0.0775		\$290.63
<b>Subtotal Incidental Expenses</b>				<b>\$290.63</b>
<b>TOTAL AMOUNT DUE</b>				<b>\$4,040.63</b>

(A) 1.310.513.323  
N/4





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

Invoice Number: 5531167  
Account Number: 222425000  
Invoice Date: 10/25/2019  
Direct Inquiries To: STACEY JOHNSON  
Phone: 407-835-3805

2/3

RIVERS EDGE CDD  
ATTN DISTRICT MANAGER  
475 WEST TOWN PLACE SUITE 114  
ST AUGUSTINE FL 32092

RIVERS EDGE CDD SERIES 2018A1/A2

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

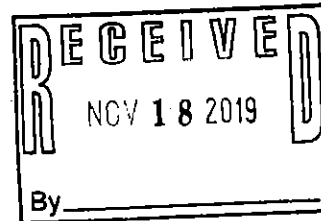
STATEMENT SUMMARY

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

TOTAL AMOUNT DUE

\$4,040.63

All invoices are due upon receipt.



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

RIVERS EDGE CDD SERIES 2018A1/A2

Invoice Number: 5531167  
Account Number: 222425000  
Current Due: \$4,040.63  
Direct Inquiries To: STACEY JOHNSON  
Phone: 407-835-3805

Wire Instructions:

U.S. Bank  
ABA # 091000022  
Acct # 1-801-5013-5135  
Trust Acct # 222425000  
Invoice # 5531167  
Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank  
CM-9690  
PO BOX 70870  
St. Paul, MN 55170-9690





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

Invoice Number: 5532212  
Invoice Date: 10/25/2019  
Account Number: 257483000  
Direct Inquiries To: VALERIE BARRETO  
Phone: 407-835-3804

**RIVERS EDGE CONSTRUCTION FUND CUSTODY**

Accounts Included 257483000

In This Relationship:

**CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP**

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04050 Custodian	1.00	250.00	100.00%	\$250.00
<b>Subtotal Administration Fees - In Advance 10/01/2019 - 09/30/2020</b>				<b>\$250.00</b>
<b>TOTAL AMOUNT DUE</b>				<b>\$250.00</b>

V-14 (A)  
1,310.513.323





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

Invoice Number: 5532212  
Account Number: 257483000  
Invoice Date: 10/25/2019  
Direct Inquiries To: VALERIE BARRETO  
Phone: 407-835-3804

RIVERS EDGE CDD  
ATTN DISTRICT MANAGER  
475 WEST TOWN PLACE SUITE 114  
WORLD GOLF VILLAGE  
ST AUGUSTINE FL 32092  
RIVERS EDGE CONSTRUCTION FUND CUSTODY

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

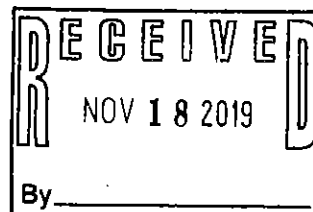
### STATEMENT SUMMARY

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

TOTAL AMOUNT DUE

\$250.00

All invoices are due upon receipt.



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

RIVERS EDGE CONSTRUCTION FUND CUSTODY

Invoice Number: 5532212  
Account Number: 257483000  
Current Due: \$250.00  
Direct Inquiries To: VALERIE BARRETO  
Phone: 407-835-3804

Wire Instructions:

U.S. Bank  
ABA # 091000022  
Acct # 1-801-5013-5135  
Trust Acct # 257483000  
Invoice # 5532212  
Attn: Fee Dept St. Paul

Please mail payments to:

U.S. Bank  
CM-9690  
PO BOX 70870  
St. Paul, MN 55170-9690





## Invoice

Invoice #: 1722

Date: 11/13/19

Customer PO:

DUE DATE: 12/13/2019

### BILL TO

RECDD1

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

#975 - RiverFrontPark Vegetation Management

This area will include the length of the River park. All debris will be left in place and not removed from work area.

*Landscape Enhancement*

### AMOUNT

\$5,600.00

### Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$5,600.00

(A) V-237

1. 320.572. 46/02

Mike A+M



## PROPOSAL

Mailing Address  
RECDD 1  
475 Westtown Place Suite 114  
St. Augustine, FL 32092  
Date: August 01, 2019  
Opportunity#: 975

Job Address  
RiverFrontPark  
Phone: St. Augustine



## PROPOSAL

### Job Summary:

This area will include the length of the River park. All debris will be left in place and not removed from work area.

Quantity	Description	Unit	Unit Price	Est Price
1.00	Vegetation reduction to 4' maximum height total length of RiverPark	Dollars	\$5,600.00	\$5,600.00
Landscape Enhancement Total				\$5,600.00
Proposal Total:				<u>\$5,600.00</u>


Note: This proposal includes all labor and material necessary to complete the job.  
Payment due 30 days after 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-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.  
Verdego employees are fully covered by workman's compensation insurance.

### ACCEPTANCE OF PROPOSAL

WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. WE agree to the proposed terms of payment and will release the funds as per agreed herein.

By \_\_\_\_\_  
Robert Beladi  
Date 8/1/2019  
VerdeGo

By   
Date 10/22/19  
RECDD 1

VerdeGo • PO Box 789 3335 North State Street • Bunnell, FL 32110  
phone: 386-437-3122 email: rbeladi@verdego.com  
www.verdego.com

Page 1/1

11-8-19



## Invoice

Invoice #: 1723

Date: 11/13/19

Customer PO:

DUE DATE: 12/13/2019

### BILL TO

RECDDI  
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

#1667 - Tree Removal Kendall Crossing/ RiverFront Park

This is to remove large tree from lake bank off Kendall Crossing and fallen oak at RiverFront Park.

### AMOUNT

*Landscape Enhancement*

*\$1,000.00*

### Invoice Notes:

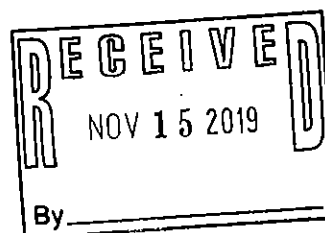
Thank you for your business!

**AMOUNT DUE THIS INVOICE**

**\$1,000.00**

(A) V-237

1. 320.572.46102





PROPOSAL

Mailing Address  
RECD 1  
175 West Town Place Suite 114  
St. Augustine FL 32259  
Date: November 05, 2019  
Opportunity#: 1667

Job Address  
RiverTown  
Phone:



PROPOSAL

Job Summary:  
This is to remove large tree from Inko bank off Kendall Crossing and fallen oak at RiverFront Park.

Quantity	Description	Unit	Unit Price	Ext Price
2.00	Tree Removal	Dollars	\$500.00	\$1,000.00
Landscape Enhancement Total				\$1,000.00
Proposal Total:				<u>\$1,000.00</u>

Note: This proposal includes all labor and material necessary to complete the job.  
Payment due 30 days after 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-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.  
VerdeGo employees are fully covered by workman's compensation insurance.

ACCEPTANCE OF PROPOSAL

I/WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. I/WE agree to the proposed terms of payment and will release the funds as per agreed herein.

By \_\_\_\_\_  
Robert Beladi  
Date 11/5/2019  
VerdeGo

By \_\_\_\_\_  
Date 11/6/2019  
RiverTown

VerdeGo • PO Box 789 3335 North State Street • Bunnell, FL 32110  
phone: 386-437-3122 email: rbeladi@verdego.com  
www.verdego.com

Page 1/1

Completed 11-12-19



## Invoice

Vesta Property Services, Inc.  
245 Riverside Avenue  
Suite 250  
Jacksonville FL 32202

Invoice # 361986  
Date 11/1/2019

Terms Net 30  
Due Date 12/1/2019  
Memo Rivers Edge CDDI



### Bill To

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

(A) V-155

Description	Quantity	Rate	Amount
General Manager & Lifestyle Coordinator 1,330.572.340	1		5,428.96
Field operations Management 1,330.572.4601	1		2,639.38
Hospitality Staff 1,330.572.342	1		5,383.99
Pool Maintenance 1,330.572.452	1		1,518.74
Janitorial Maintenance 1,330.572.463	1		1,344.38
Common Grounds Maintenance 1,330.572.457	1		3,500.00

Thank you for your business.

Total \$19,815.45