

# Rivers Edge, Rivers Edge II & Rivers Edge III Community Development Districts

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May 25, 2022

Board of Supervisors  
Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts  
**Call In # 1-800-264-8432; Passcode 653314**

Dear Board Members:

A joint special Board of Supervisors meeting of the Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts is scheduled for **Wednesday, June 1, 2022 at 10:30 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. Discussion of Interlocal Agreement and Cost-Share
- IV. Consideration of Proposals for Landscape and Irrigation Maintenance Services
- V. Consideration of Proposals for Security Services \*Confidential\*
- VI. Discussion of Other FY 2023 Budget Considerations
- VII. Discussion of Vesta Agreement
- VIII. Adjournment

\*Note: In accordance with Sections 119.071(3)(a) and 281.301, *Florida Statutes*, a portion of the meeting may be closed to the public, as it relates to details of the District's security system plan. The closed session may occur at any time during the meeting and is expected to last approximately thirty (30) minutes but may end earlier or extend longer.

*THIRD ORDER OF BUSINESS*

## Rivers Edge CDD I, II and III Interlocal Agreement

- 8/21/19 minutes on Discussion of Interlocal
- Interlocal Agreement including Methodology and Exhibits
- Updated 2021 Exhibit A – Development Program
- Updated 2021 Exhibit B – Landscaping Costs/Projections
- Updated 2021 Exhibit C – Amenity Cost / Projections
- Detail Rivers Edge Landscaping Costs / Projections
- Detail Rivers II Edge Landscaping Costs / Projections
- Detail Rivers III Edge Landscaping Costs / Projections

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

The next item was taken out of order.

**SIXTH ORDER OF BUSINESS**

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

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

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

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

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

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

Mr. Gentry stated if the Board is comfortable approving this today, we would ask for this approved in substantial form with the assumptions that the numbers are going to remain the same for the purposes of the budgets, subject to further revisions of the wording and some of the details of the contract. If it is not approved today, we would bring it back on a future agenda.

The documents in front of the Board show that Rivers Edge has 32.98% of the costs, Rivers Edge II has 32.22% of the costs and Mattamy/future Rivers Edge III has 34.8% of the costs. If you have any questions, we would be happy to address those.

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

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

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

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

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

**FOURTH ORDER OF BUSINESS**

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

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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

**THIS AGREEMENT** is made and entered into this 1st day of November 2019, by and between:

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

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

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

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

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

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

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

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

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

**A. Recreation Usage Rights.** Rivers Edge hereby agrees to make available to those persons owning real property and/or residing within Rivers Edge II, as such is defined in law and the Rivers Edge II adopted Amenity Use Policies (“Rivers Edge II Resident Landowners”), the rights to use Amenity Facilities owned by Rivers Edge to the same extent as those persons owning real property and/or residing within Rivers Edge, as such is defined in law and the Rivers Edge adopted Amenity Use Policies (“Rivers Edge Resident Landowners” and together with the Rivers Edge II Resident Landowners, hereinafter together referred to as “Resident Landowners”). Rivers Edge II hereby agrees to make available to Rivers Edge Resident Landowners the rights to use Amenity Facilities owned by Rivers Edge II to the same extent as Rivers Edge II Resident Landowners. All usage shall be subject to the Districts’ adopted Amenity Use Policies, including the payment of all relevant use and rental fees and suspension and termination rules.

**B. Limitation on Usage Rights.** Without the written consent of the other, neither Rivers Edge nor Rivers Edge II shall have the authority to permit or enter into an agreement with another entity expanding these usage rights for the benefit of persons or entities who are not Resident Landowners of either District.

**C. Annual User Rate Agreement.** The Districts hereby agree that each will adopt one individual Annual User Rate in the amount of \$4,000.00 that allows a nonresident user to access the Amenity Facilities for a one-year period so long as this Agreement is in effect. The Districts may jointly agree



to modify this amount or allow other types of annual user rates. Proceeds from the payment of Annual User Rates shall be allocated on a pro-rata basis in accordance with each party's portion of the Shared Costs as further identified in Section 4 herein and in **Composite Exhibit C**.

- D. *Additional Amenities.* Rivers Edge and Rivers Edge II hereby agree to extend the same rights and responsibilities contained in this Agreement to Rivers Edge III once established and upon acceptance of this Agreement by the Rivers Edge III Board of Supervisors.

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

- A. Rivers Edge obligations are as follows:

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

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

**B.** Rivers Edge II obligations are as follows:

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

**C.** Mattamy obligations are as follows:

- (i) Mattamy hereby agrees that the Improvements, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected in the exhibits hereto to the property owned by Mattamy.
- (ii) Mattamy agrees to make available to the District the monies

necessary for the Shared Costs as called for in each year's adopted budgets by the Districts, which amounts will be determined each year and as may be amended from time to time in each District's sole reasonable discretion, within fifteen (15) days of written request by the District. Amendments to a District's budget adopted by that District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect any District's ability to levy special assessments upon the property within that District, including any property owned by Mattamy, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the Districts' Budgets or otherwise.

- (iii) In the event Mattamy sells or otherwise disposes of its business or of all or substantially all of its assets relating to the Improvements, Mattamy shall continue to be bound by the terms of this Agreement until its obligations under this Agreement are deemed fulfilled as described herein, and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Mattamy may place into escrow an amount equal to the then-unfunded portion of the applicable Shared Costs to fund any budgeted expenses that arise during the remainder of the applicable fiscal year. Upon (1) confirmation of the deposit of said funds into escrow, (2) evidence of an assignment to, and assumption by the purchaser of, this Agreement, and (3) acceptance by the Districts, Mattamy's obligation under this Agreement shall be deemed fulfilled. Mattamy shall give 90 days prior written notice to the Districts under this Agreement of any such sale or disposition.
- (iv) The Parties hereby agree to extend the same rights, obligations and responsibilities contained in this Agreement, including but not limited to this Section, to Rivers Edge III once established and upon acceptance of this Agreement by the Rivers Edge III Board of Supervisors.

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

- A.** Rivers Edge, through its contractor(s), shall be responsible for providing management and maintenance of the Offsite Improvements and the Additional Improvements. The Parties shall each be individually responsible for providing for the operation, management and maintenance of their respective Amenity Facilities, including contracting for such services, but such costs shall be part of the Shared Costs.
- B.** Each party shall be responsible for its proportionate share of the costs associated with the operation, management and maintenance of the

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

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

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

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

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

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

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

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

- A.** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B.** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$3,000,000 combined

single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

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

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

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

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

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

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

**A.** If to Rivers Edge: Rivers Edge Community Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B.** If to Rivers Edge II: Rivers Edge II Community Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**C.** If to Mattamy: Mattamy Jacksonville, LLC  
7800 Belfort Parkway, Suite 195,  
Jacksonville FL 32256  
Attn: \_\_\_\_\_

With a copy to: Mattamy Homes US  
4901 Vineland Road, Suite 450  
Orlando, Florida 32811  
Attn: Leslie C. Candes

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

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

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

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

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

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

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

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



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

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

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

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

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**

[Signature]  
Witness

Ernesto Torres  
Print Name

[Signature]  
By: \_\_\_\_\_  
Chairman, Board of Supervisors

[Signature]  
Witness

Sarah Sweeting  
Print Name

STATE OF FLORIDA  
COUNTY OF St. Johns

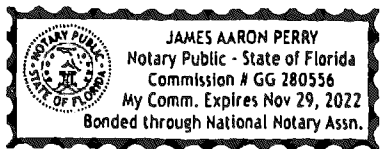
The foregoing instrument was acknowledged before me this 16th day of October, 2019, by JASON SEEGIONS, who is personally known to me, and who Did  or Did Not  take an oath.

  
\_\_\_\_\_

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

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

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



**RIVERS EDGE II COMMUNITY  
DEVELOPMENT DISTRICT**

Lucretia J. Jones  
Witness

Ernesto Torres  
Print Name

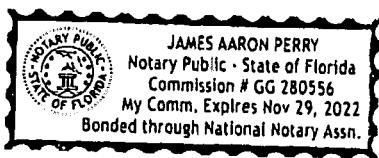
Sarah Sweeting  
Witness

Sarah Sweeting  
Print Name

[Signature]  
By: \_\_\_\_\_  
Chairman, Board of Supervisors

STATE OF FLORIDA  
COUNTY OF ST. JAMES

The foregoing instrument was acknowledged before me this 14 day of October 2019, by Jason Sessions, who is personally known to me, and who Did [] or Did Not [] take an oath.



[Signature]  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

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

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

[Signature]  
Witness

HAI NGUYEN  
Print Name

[Signature]  
Witness

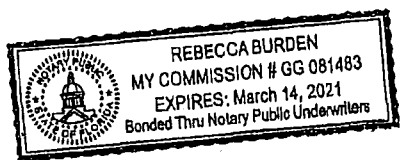
Shawn Gonzales  
Print Name

MATTAMY JACKSONVILLE, LLC

[Signature]  
By: Cliff Nelson  
Its: V.P.

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8 day of November, 2019,  
by Cliff Nelson, who is personally known to me, and who Did [ ] or Did Not  take  
an oath.



[Signature]

Print Name: Rebecca Burden  
Notary Public, State of Florida

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

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

- Exhibit A: Offsite Improvements
- Exhibit B: Amenities Facilities
- Composite Exhibit C: Additional Improvements
- Composite Exhibit D: Methodology for Calculation of Shared Costs







**Exhibit A: Offsite Improvements**

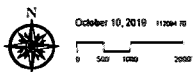
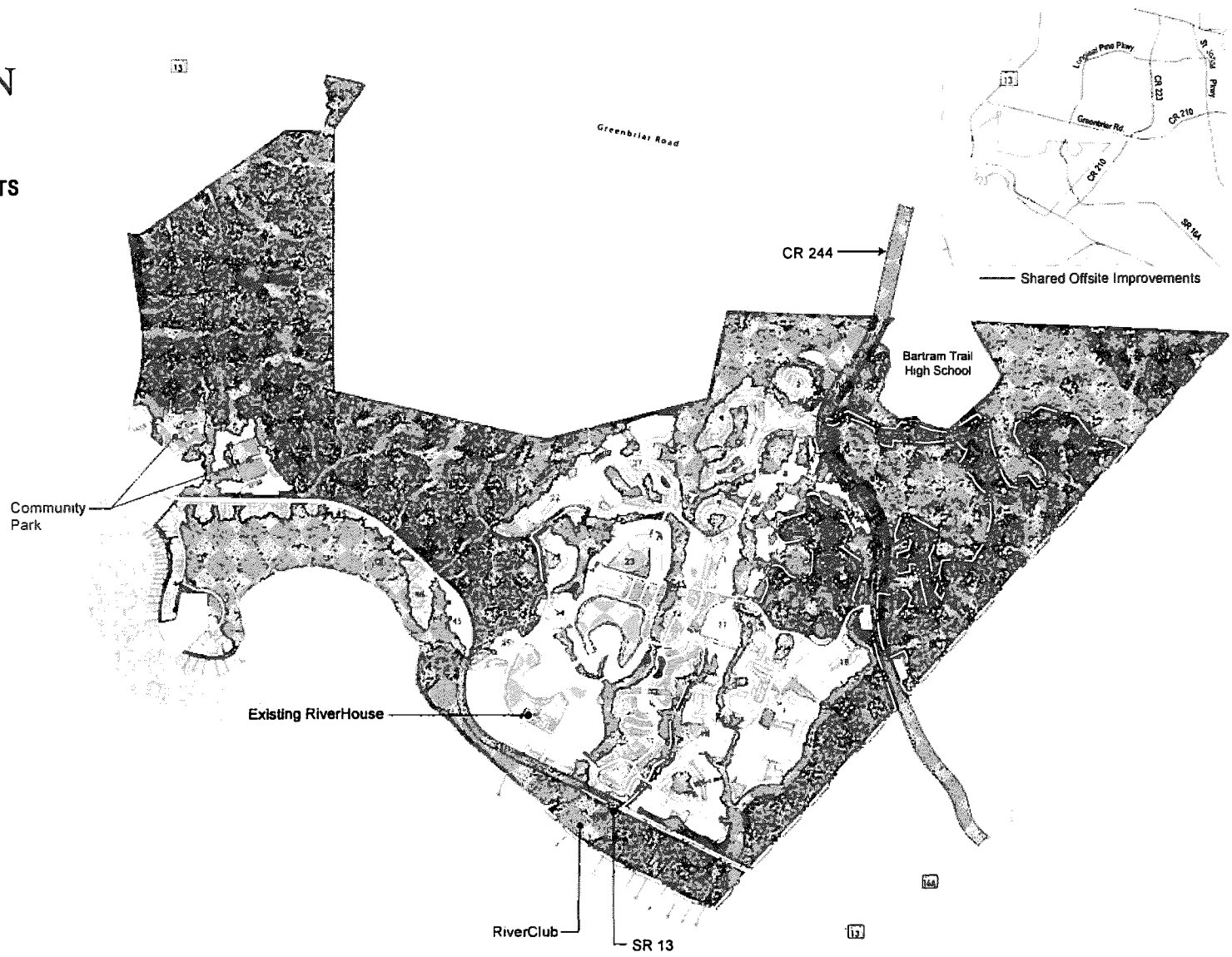
# RIVERTOWN

## RECDD & REICDD SHARED OFFSITE IMPROVEMENTS

### EXHIBIT A

#### LEGEND

-  Existing Wetland
-  Wetland Buffer/Mitigation
-  Future Development
-  Open Spaces
-  RECDD Boundary
-  REICDD Boundary
-  Shared Offsite Improvements



**PROSSER**

**Exhibit B: Amenity Facilities**

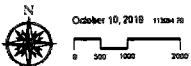
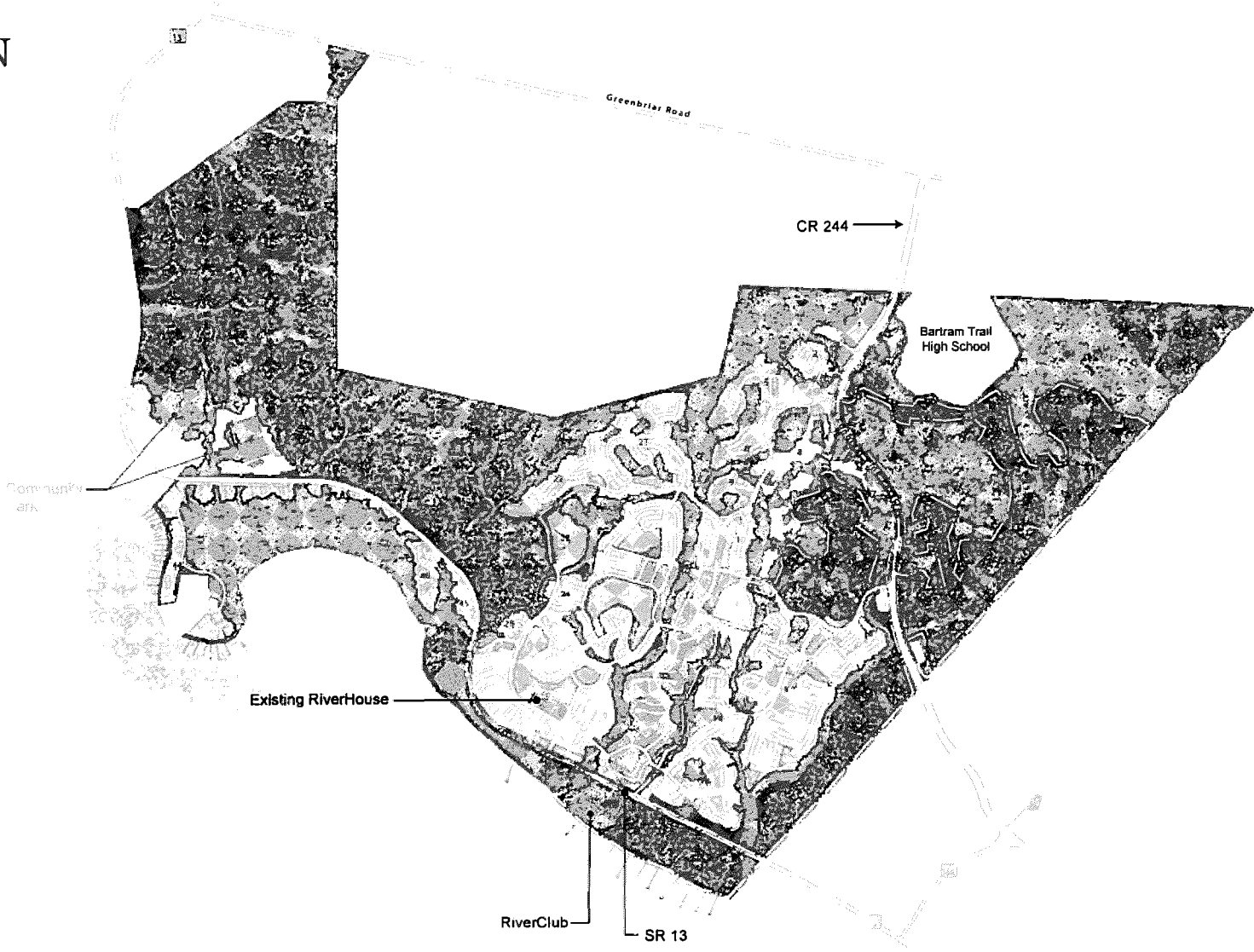
# RIVERTOWN

## RECDD & REICDD AMENITY FACILITIES

### EXHIBIT B

LEGEND

-  Existing Wetland
-  Wetland Buffer/Mitigation
-  Future Development
-  Open Space
-  RECDD Boundary
-  REICDD Boundary






**Composite Exhibit C: Additional Improvements**

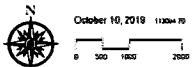
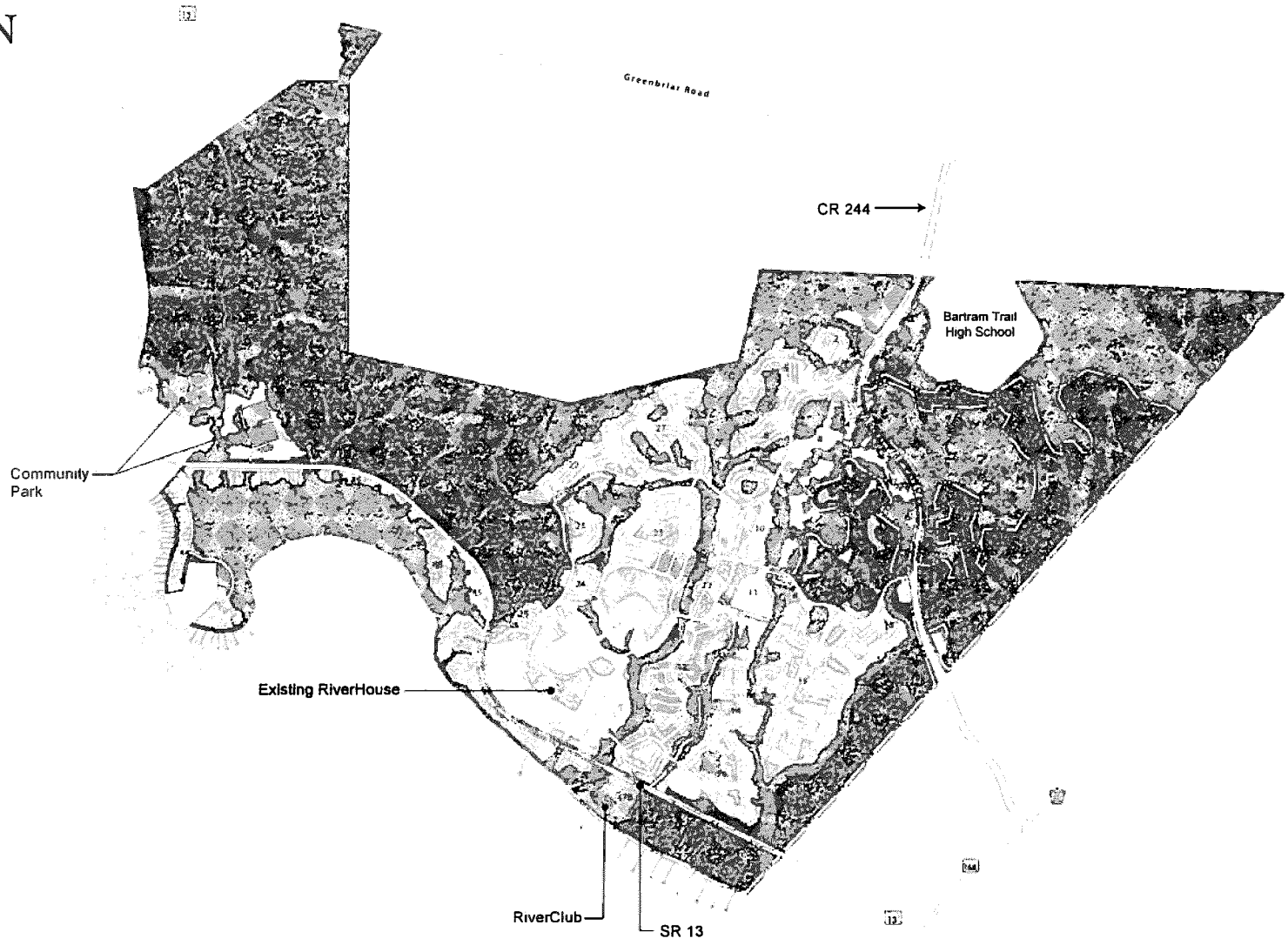
# RIVERTOWN

## RECDD & REICDD ADDITIONAL IMPROVEMENTS

### COMPOSITE EXHIBIT C

#### LEGEND

-  Existing Wetland
-  Wetland Buffer/Mitigation
-  Future Development
-  Open Space
-  RECDD Boundary
-  REICDD Boundary
-  Ponds
-  Parks/Landscaping



**PROSSER**

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

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

**Cost Sharing Operations and  
Maintenance Services  
Landscaping and Amenities  
Report**

**October 8, 2019**

**Prepared by**

**Governmental Management Services, LLC**

(a) In process of formation with St Johns County

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## **1.0 Introduction**

### **1.1 The Districts**

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

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

establishment, it is anticipated it will replace Mattamy Jacksonville, LLC as a party to the interlocal agreement. Each District has their own budget and each is currently responsible for the costs associated with its infrastructure subject to the cost allocations contained in the Interlocal Agreement.

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

## **1.2 Executive Summary**

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

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

## **2.0 The Operations and Maintenance Expenditures of the Parties**

### **2.1 Landscaping/Irrigation/Stormwater**

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

## **2.2 Amenities**

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

## **3.0 Cost sharing Allocation**

### **3.1 Structure**

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

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

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



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

### **3.3 Amenity Allocation to the Parties**

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

EXHIBIT A

RiverTown  
Development Program

Original Master Plan RiverTown (a)			Rivers Edge CDD			Rivers Edge II CDD			Rivers Edge III CDD		Total Rivers Edge		
Development Products	Total Planned Units	ERU per Unit	Total ERUs	No. of Units Planned	Planned Units to be Planned	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs
Single Family Residential: Front Footage													
30	56	0.62	34.72	23	0	23	14.26	172	106.64	0	0	195	120.9
40	154	0.74	113.96	57	154	211	156.14	0	0.00	987	730.39	1,198	886.52
45	0	0.74	0	0	338	338	250.12	407	301.18	0	0	745	551.3
50	521	0.87	453.27	184	39	223	194.01	0	0.00	556	483.72	779	677.73
55	0	0.87	0	0	256	256	222.72	359	312.33	0	0	615	535.05
60	1,092	1	1,092	81	116	197	197.00	0	0.00	167	167	364	364
65	0	1	0	0	2	2	2.00	0	0.00	0	0	2	2
70	938	1.2	1,125.6	103	102	205	246.00	75	90.00	59	70.8	339	406.8
80	452	1.33	601.16	21	57	78	103.74	41	54.53	19	25.27	138	183.54
90	232	1.47	341.04	0	0	0	0.00	0	0.00	0	0	0	0
100	186	1.66	275.56	0	0	0	0.00	0	0.00	0	0	0	0
Custom Lots	209	1.66	346.94	0	0	0	0.00	0	0.00	0	0	0	0
Apartments	215	0.95	204.25	0	0	0	0.00	0	0.00	0	0	0	0
Condos	96	0.6	57.6	0	0	0	0.00	0	0.00	0	0	0	0
Townhomes	389	0.62	228.78	0	0	0	0.00	864	411.68	0	0	864	411.68
Villas	0	0.85	0	0	0	0	0.00	0	0	0	0	0	0
<b>Total Residential:</b>	<b>4,500</b>		<b>4,875</b>	<b>469</b>	<b>1,064</b>	<b>1,533</b>	<b>1,385.99</b>	<b>1,716</b>	<b>1,276.36</b>	<b>1,788</b>	<b>1,477.17</b>	<b>5,039</b>	<b>4,139.52</b>
Office	100,000	.18/1,000	18										
Retail	300,000	.25/1,000	75										
Commercial	100,000	.10/1,000	10										
Churches	2	2/Church	4										
<b>Total</b>			<b>4,982</b>										

(a) Historical Reference

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

**EXHIBIT B**

**Rivers Edge CDD I, II & III Cost Share of Landscaping/Irrigation and Stormwater (a)  
FY 2020 Budget**

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

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

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

	<u>Total ERUs</u>	<u>% ERUs</u>	<u>Cost Share RE, RE2 &amp; 3</u>	<u>Amounts Due to/(From)</u>
Rivers Edge CDD	1,385.99	33.48%	\$1,152,846	\$572,884
Rivers Edge 2 CDD	1,276.36	30.83%	\$1,061,657	-\$329,656
Rivers Edge 3 CDD	1,477.17	35.68%	\$1,228,688	-\$243,207
<b>Total</b>	<u>4,139.52</u>	<u>100.00%</u>	<u>\$3,443,191</u>	<u>\$0</u>

EXHIBIT C

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

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

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

**Exhibit A**

**RiverTown  
Development Program**

Development Products	Original Master Plan RiverTown (a)		Rivers Edge CDD		Rivers Edge II CDD		Rivers Edge III CDD		Total Rivers Edge		
	Total Planned Units	ERU per Unit	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs
Single Family Residential: Front Footage											
30	56	0.62	34.72	21	13.02	172	106.64	0	0	193	119.66
40	154	0.74	113.96	230	170.20	0	0.00	886	655.64	1,116	825.84
45	0	0.74	0	302	223.48	407	301.18	0	0	709	524.66
50	521	0.87	453.27	219	190.53	0	0.00	135	117.45	354	307.98
55	0	0.87	0	264	229.68	359	312.33	0	0	623	542.01
60	1,092	1	1092	196	196.00	0	0.00	412	412	608	608
65	0	1	0	0	0.00	0	0.00	0	0	0	0
70	938	1.2	1125.6	219	262.80	75	90.00	121	145.2	415	498
80	452	1.33	601.16	72	95.76	41	54.53	83	110.39	196	260.68
90	232	1.47	341.04	0	0.00	0	0.00	0	0	0	0
100	166	1.66	275.56	0	0.00	0	0.00	0	0	0	0
Custom Lots	209	1.66	346.94	0	0.00	0	0.00	0	0	0	0
Apartments	215	0.95	204.25	0	0.00	0	0.00	0	0	0	0
Condos	96	0.6	57.6	0	0.00	0	0.00	0	0	0	0
Townhomes	369	0.62	228.78	18	11.16	664	411.68	104	64.48	786	487.32
Villas	0	0.85	0	0	0.00	0	0	0	0	0	0
<b>Total Residential:</b>	<b>4,500</b>		<b>4,875</b>	<b>1,541</b>	<b>1,392.63</b>	<b>1,718</b>	<b>1,276.36</b>	<b>1,741</b>	<b>1,505.16</b>	<b>5,000</b>	<b>4,174.15</b>
Office	100,000	.18/1,000	18								
Retail	300,000	.25/1,000	75								
Commercial	100,000	.10/1,000	10								
Churches	2	2/Church	4								
<b>Total</b>			<b>4,982</b>								

(a) Historical Reference

	Total ERUs	% ERUs
Rivers Edge CDD	1,392.63	33.36%
Rivers Edge II CDD	1,276.36	30.58%
Rivers Edge III CDD	1,505.16	36.06%
<b>Total</b>	<b>4,174.15</b>	<b>100.00%</b>

**EXHIBIT B**

Rivers Edge CDD I,II & III Cost Share of Landscaping/Irrigation and Storwater build out allocation for FY 2022 Budget
---

Costs for RE II and III adjusted down by 10% for possible changes in future plans

	FY 2022 Proposed Budget	
Rivers Edge :		
Landscaping including irrigation/stormwater	\$2,417,995	Projected build out inclusive of enhancements for water tech/fertilization
Rivers Edge II:		
Landscaping including irrigation/stormwater	\$776,923	Projected built out costs of \$776,923
Rivers Edge III:		
Landscaping including irrigation/stormwater	\$1,598,862	Projected built out costs of \$1,598,862
Total CDD 1,2,3	\$4,793,780	

Allocation of Landscaping Costs REI,II & III				
	<u>Total ERUs</u>	<u>% ERUs</u>	<u>Cost Share RE, RE2 &amp; 3</u>	<u>Amounts Due to/(From)</u>
Rivers Edge CDD	1,392.63	33.36%	\$1,599,358	\$818,637
Rivers Edge 2 CDD	1,276.36	30.58%	\$1,465,829	-\$688,906
Rivers Edge 3 CDD	1,505.16	36.06%	\$1,728,593	-\$129,731
<b>Total</b>	<b>4,174.15</b>	<b>100.00%</b>	<b>\$4,793,780</b>	<b>\$0</b>

**EXHIBIT C**

Rivers Edge CDD I, I & III Cost Share of Amenities  
FY 2022 Budget

	FY 2022 Proposed Budget	
Rivers Edge :		
Amenity Center Budget - Riverhouse	\$864,655	
Special events - revenue	- <u>\$7,000</u>	To recognize revenues retained by CDD
	<u>\$857,655</u>	
Rivers Edge II :		
Total Amenity - Budget	\$854,155	
Less Adjustments:		
Café costs	- <u>\$218,690</u>	Adjust for costs to be borne solely by RE II
Special events - revenue	- <u>\$7,000</u>	To recognize revenues retained by CDD
Net Amenity Costs River Club	<u>\$628,465</u>	
Total Amenity Costs RE 1 & 2	<u>\$1,486,120</u>	
Rivers Edge III - Estimated Amenity Costs	\$300,000	
Total Amenity Costs REI,II & III	<u>\$1,786,120</u>	

Allocation of Current and Future Amenity Costs RE 1,2 & 3				
	Total ERUs	% ERUs	Cost Share RE, RE2 & 3	Amounts Due (From) / To Cost Share RE, RE2 & 3
Rivers Edge CDD	1,392.63	33.36%	\$595,907	\$261,748
Rivers Edge 2 CDD	1,276.36	30.58%	\$546,155	\$82,310
Rivers Edge 3 CDD	1,505.16	36.06%	\$644,058	-\$344,058
Total	<u>4,174.15</u>	<u>100.00%</u>	<u>\$1,786,120</u>	<u>\$0</u>

Rivers Edge CDD - Shared Costs of Landscaping , Irrigation, Stormwater, Electric

	Location	CDD	Source	*Landscape	**Reclaimed Irrigation			TOTAL
						Storm Water	Electric	
	Longleaf Pine Parkway with enhancements	1	Contract	\$ 98,134.26	\$ 480.00	\$ 4,200.00	\$ -	\$ 102,814.26
	Rivertown/Main St entry, Parks, Dog Park	1	Contract	\$ 94,210.82	\$ 26,000.00	\$ -	\$ 2,300.00	\$ 122,510.82
	Riverfront Park	1	Contract	\$ 34,883.00	\$ 900.00	\$ -	\$ 900.00	\$ 36,683.00
	Riverwalk Blvd, Entry & Round a bouts	1	Contract	\$ 41,916.07	\$ 12,000.00	\$ -	\$ 1,200.00	\$ 55,116.07
	RiverHouse	1	Contract	\$ 78,189.09	\$ 16,000.00	\$ -	\$ -	\$ 94,189.09
	Orange Blossum Trail and Riverwalk Blvd / RW	1	Contract	\$ 63,997.57	\$ 19,000.00	\$ -	\$ 36,000.00	\$ 118,997.57
	Conspan	1	Contract	\$ 11,119.97	\$ 47.00	\$ 600.00	\$ 300.00	\$ 12,066.97
	Kendall Crossing 24 & 25	1	Est	\$ 40,000.00	\$ 12,000.00	\$ 2,400.00	\$ 1,200.00	\$ 55,600.00
	Kendall Crossing 26 & 27	1	Est	\$ 40,000.00	\$ 12,000.00	\$ 2,400.00	\$ 1,100.00	\$ 55,500.00
	Main Street extension 1A, Online 12/19	1	Quote	\$ 28,000.00	\$ 18,000.00	\$ 1,600.00	\$ 780.00	\$ 48,380.00
	Main Street Extension 1B.	1	Contract	\$ 32,896.28	\$ 9,900.00	\$ 1,800.00	\$ 1,200.00	\$ 45,796.28
	Legacy - Landings, Main Street, Lakes 1 & Lakes 2	1	Contract	\$ 223,032.22	\$ 66,909.67	\$ 10,250.00	\$ 18,500.00	\$ 318,691.89
	Gardens - Legacy & OBT	1	Contract	\$ 40,693.58	\$ 12,208.07	\$ 2,436.00	\$ 1,100.00	\$ 56,437.65
	Enclaves /Groves/Orchards/Greens Parcels 5, 6 & 9	1	Contract	\$ 78,864.08	\$ 23,659.22	\$ 4,200.00	\$ 2,200.00	\$ 108,923.30
	The Preserve - Parcel 10	1	Est	\$ 15,000.00	\$ 4,500.00	\$ 900.00	\$ 400.00	\$ 20,800.00
	Gardens North - Parcel 12	1	Est	\$ 15,000.00	\$ 4,500.00	\$ 900.00	\$ 450.00	\$ 20,850.00
	Parcel 13 - Homestead Phase 1	1	Contract	\$ 32,888.40	\$ 9,866.52	\$ 1,980.00	\$ 800.00	\$ 45,534.92
	Parcel 13 - Homestead II	1	Contract	\$ 65,134.01	\$ 19,540.20	\$ 2,900.00	\$ 2,450.00	\$ 90,024.21
	Arbors I Ph1 - Parcel 21	1	Quote	\$ 55,000.00	\$ 16,500.00	\$ 2,900.00	\$ 1,650.00	\$ 76,050.00
	Arbors I Ph2 - Parcel 21	1	Est	\$ 35,000.00	\$ 10,500.00	\$ 2,100.00	\$ 10,500.00	\$ 58,100.00
	Arbors II - Parcel 22	1	Calc	\$ 39,582.90	\$ 11,874.87	\$ 2,376.00	\$ 1,100.00	\$ 54,933.77
	Northlake PH1 - Parcel 23 PH1	1	Contract	\$ 51,674.21	\$ 15,502.26	\$ 2,600.00	\$ 1,300.00	\$ 71,076.47
	Northlake PH2 - Parcel 23 PH2	1	Contract	\$ 43,889.94	\$ 13,166.98	\$ 2,200.00	\$ 1,300.00	\$ 60,556.92
	Northlake PH3 - Parcel 23 PH3	1	Quote	\$ 45,000.00	\$ 13,500.00	\$ 2,100.00	\$ 1,350.00	\$ 61,950.00
	Parcel 24 and 25	1	Contract	\$ 58,329.47	\$ 17,500.00	\$ 2,400.00	\$ 1,600.00	\$ 79,829.47
	Parcel 27 - Estates at Rivertown	1	Contract	\$ 16,596.06	\$ 4,978.82	\$ 996.00	\$ 450.00	\$ 23,020.88
	Parcel 27 Ponds	1	Est	\$ 26,145.00	\$ 7,843.50	\$ 1,572.00	\$ 820.00	\$ 36,380.50
	Keystone Corners - phase 2	1	Contract	\$ 47,034.96	\$ 12,000.00	\$ 1,800.00	\$ 1,300.00	\$ 62,134.96
	Enhancements- additional water tech							\$ 93,675.00
	Additional fertilization program							\$ 72,300.00
	O & M Costs							\$2,158,924.01
	Administration and Miscellaneous @ 12%							\$259,070.88
	Total Costs			\$ 1,452,211.89	\$ 390,877.12	\$ 57,610.00	\$ 92,250.00	\$2,417,994.89

Current Landscape Contracts FY21
\$ 98,134.26
\$ 94,210.82
\$ 34,883.00
\$ 41,916.07
\$ 78,189.09
\$ 63,997.57
\$ 11,119.97
\$ -
\$ -
\$ -
\$ 32,896.28
\$ 223,032.22
\$ 40,693.58
\$ 78,864.08
\$ -
\$ -
\$ 32,888.40
\$ 65,134.01
\$ -
\$ -
\$ 51,674.21
\$ 43,889.94
\$ -
\$ 58,329.47
\$ 16,596.06
\$ -
\$ 47,034.96

Current Stormwater in Place FY21
\$ 4,200.00
\$ -
\$ -
\$ -
\$ -
\$ -
\$ 600.00
\$ 2,400.00
\$ 2,400.00
\$ 1,600.00
\$ 1,800.00
\$ 10,250.00
\$ 2,436.00
\$ 4,200.00
\$ 900.00
\$ 900.00
\$ 1,980.00
\$ 2,900.00
\$ 2,900.00
\$ 2,376.00
\$ 2,600.00
\$ 2,200.00
\$ 2,100.00
\$ 2,400.00
\$ 996.00
\$ 1,572.00
\$ 1,800.00

Current Electric in Place FY21
\$ -
\$ 2,300.00
\$ 900.00
\$ 1,200.00
\$ -
\$ 36,000.00
\$ 300.00
\$ -
\$ -
\$ -
\$ -
\$ 18,500.00
\$ 1,100.00
\$ 2,200.00
\$ -
\$ -
\$ 800.00
\$ 2,450.00
\$ -
\$ -
\$ 1,300.00
\$ 1,300.00
\$ -
\$ -
\$ 450.00
\$ -
\$ 1,300.00

\$ 1,113,483.99

\$ 57,610.00

\$ 70,100.00

\*\*Price: Includes mowing, Fertilization and Pest control.  
 \* PRICE: Reclaimed Irrigation is based on 1" water per week





Rivers Edge CDD 3 - Shared Costs of Landscaping , Irrigation, Stormwater, Electric

	Location	District	CDD	Source	*Landscape	**Reclaimed Irrigation			TOTAL	Current Landscape Contracts FY21
							Storm Water	Electric		
	Future Amenity 1	Amenity	3	Est	\$ 50,000.00	\$ 15,000.00	\$ 2,000.00	\$ 3,000.00	\$ 70,000.00	
	Future Amenity 2	Amenity	3	Est	\$ 50,000.00	\$ 15,000.00	\$ 2,000.00	\$ 3,000.00	\$ 70,000.00	
	SR Rivertown Main St From Kendal Crossing to Gre	Shared	3	Est	\$ 144,463.17	\$ 43,338.95	\$ 5,800.00	\$ 8,400.00	\$ 202,002.12	
	SR SR13-RiverTown Main Street & Roundabout III	Shared	3	Est	\$ 16,698.12	\$ 5,009.44	\$ 640.00	\$ 900.00	\$ 23,247.55	
	SR RiverTown Main ST to Parcel 36/37	Shared	3	Est	\$ 10,201.31	\$ 3,060.39	\$ 400.00	\$ 600.00	\$ 14,261.71	
	SR SR13 into Ball Fields & Roundabout IV	Shared	3	Est	\$ 31,011.23	\$ 9,303.37	\$ 1,300.00	\$ 1,800.00	\$ 43,414.59	
	Parcel 26 - Haven	RE III	3	Contract	\$ 26,586.35	\$ 7,975.91	\$ 1,050.00	\$ 1,590.00	\$ 37,202.26	\$26,586.35
	Parcel 26 Ponds	RE III	3	Est	\$ 56,687.40	\$ 17,006.22	\$ 2,200.00	\$ 3,402.00	\$ 79,295.62	
	Parcel 28	RE III	3	Est	\$ 5,000.00	\$ 1,500.00	\$ 200.00	\$ 300.00	\$ 7,000.00	
	Parcel 28 Ponds	RE III	3	Est	\$ 31,752.00	\$ 9,525.60	\$ 1,300.00	\$ 1,900.00	\$ 44,477.60	
	Parcel 29	RE III	3	Est	\$ 24,000.00	\$ 7,200.00	\$ 960.00	\$ 1,440.00	\$ 33,600.00	
	Parcel 29 Ponds	RE III	3	Est	\$ 31,594.50	\$ 9,478.35	\$ 1,250.00	\$ 1,896.00	\$ 44,218.85	
	Parcel 30	RE III	3	Est	\$ 8,000.00	\$ 2,400.00	\$ 320.00	\$ 480.00	\$ 11,200.00	
	Parcel 30 Ponds	RE III	3	Est	\$ 12,165.30	\$ 3,649.59	\$ 480.00	\$ 720.00	\$ 17,014.89	
	Parcel 31	RE III	3	Est	\$ 5,000.00	\$ 1,500.00	\$ 200.00	\$ 300.00	\$ 7,000.00	
	Parcel 31 Ponds	RE III	3	Est	\$ 4,517.10	\$ 1,355.13	\$ 190.00	\$ 270.00	\$ 6,332.23	
	Parcel 32	RE III	3	Est	\$ 20,000.00	\$ 6,000.00	\$ 800.00	\$ 1,200.00	\$ 28,000.00	
	Parcel 32 Ponds	RE III	3	Est	\$ 32,501.70	\$ 9,750.51	\$ 1,300.00	\$ 1,950.00	\$ 45,502.21	
	Parcel 34	RE III	3	Est	\$ 15,000.00	\$ 4,500.00	\$ 600.00	\$ 900.00	\$ 21,000.00	
	Parcel 34 Ponds	RE III	3	Est	\$ 18,918.90	\$ 5,675.67	\$ 800.00	\$ 1,150.00	\$ 26,544.57	
	Parcel 35	RE III	3	Est	\$ 16,117.50	\$ 4,835.25	\$ 460.00	\$ 960.00	\$ 22,372.75	
	Parcel 35 Ponds	RE III	3	Est	\$ 71,681.40	\$ 21,504.42	\$ 3,700.00	\$ 4,200.00	\$ 101,085.82	
	Parcel 37 & 37A	RE III	3	Est	\$ 30,000.00	\$ 9,000.00	\$ 1,200.00	\$ 1,800.00	\$ 42,000.00	
	Parcel 37 & 37A Ponds	RE III	3	Est	\$ 41,019.30	\$ 12,305.79	\$ 1,600.00	\$ 2,400.00	\$ 57,325.09	
	Parcel 38	RE III	3	Est	\$ 15,000.00	\$ 4,500.00	\$ 600.00	\$ 900.00	\$ 21,000.00	
	Parcel 38 Ponds	RE III	3	Est	\$ 41,019.30	\$ 12,305.79	\$ 1,600.00	\$ 2,400.00	\$ 57,325.09	
	Parcel 39	RE III	3	Est	\$ 50,000.00	\$ 15,000.00	\$ 2,000.00	\$ 3,000.00	\$ 70,000.00	
	Parcel 39 Ponds	RE III	3	Est	\$ 81,421.20	\$ 24,426.36	\$ 3,300.00	\$ 4,800.00	\$ 113,947.56	
	Parcel 40	RE III	3	Est	\$ 25,000.00	\$ 7,500.00	\$ 1,200.00	\$ 1,500.00	\$ 35,200.00	
	Parcel 40 Ponds	RE III	3	Est	\$ 21,483.00	\$ 6,444.90	\$ 800.00	\$ 300.00	\$ 28,727.90	
	Parcel 41	RE III	3	Est	\$ 10,000.00	\$ 3,000.00	\$ 400.00	\$ 1,800.00	\$ 15,200.00	
	Parcel 41 Ponds	RE III	3	Est	\$ -	\$ -	\$ -	\$ -	\$ -	
	Parcel 42	RE III	3	Est	\$ 12,000.00	\$ 3,600.00	\$ 450.00	\$ 720.00	\$ 16,770.00	
	Parcel 42 Ponds	RE III	3	Est	\$ 10,836.00	\$ 3,250.80	\$ 400.00	\$ 800.00	\$ 15,286.80	
	O & M Costs								\$1,427,555.21	
	Administration and Miscellaneous @ 12%								\$171,306.63	
	Total Costs				\$ 1,019,674.78	\$ 305,902.43	\$ 41,500.00	\$ 60,478.00	\$ 1,598,861.84	\$ 26,586.35

\*\*Price: Includes mowing, Fertilization and Pest control.  
 \* PRICE: Reclaimed Irrigation is based on 1" water per week

*FOURTH ORDER OF BUSINESS*

**Rivers Edge Community Development District**  
**Request for Proposal**  
Landscape & Irrigation Maintenance Services Evaluation Criteria

		Completeness of Proposal	Experience	Qualifications of Key Personnel	Machinery, Equipment, and Manpower	References	Cost
		Completeness of response in accordance with RFP instructions and requirements. Proposal is neat, professional in appearance and bound appropriately for the document's thickness.	Contractual and technical experience in performing work of similar size and scope; experience working with commercial properties, community development districts, or public agencies; strength and stability of the contractor.	Qualifications of staff, adequacy of labor commitment, training programs for staff that are going to be assigned to this Project under this contract.	Contractor possesses adequate machinery, equipment, and manpower to perform the work for this Project under this contract in a high quality manner or the ability to acquire said machinery, equipment, and manpower prior to contract start date. Financial stability and creditworthiness of contractor will be considered. Contractor should provide Project specific information.	Assessment of contractor's work by client references and references with demonstrated success in providing similar services. Reference must also indicate contractor's ability to form positive and collaborative relationships with clients and clients' staff.	Cost Proposal will be evaluated using the following formula: $(\text{Lowest Proposed Cost} / \text{Proposer's Cost}) \times 20 = \text{Total Cost Points}$
Proposer		5	25	20	20	10	20
1	BrightView						
2	Down to Earth						
3	Duval Landscape						
4	Koehn Outdoor						
5	United Land Services						
6	VerdeGo						
7	Yellowstone						

	Authorized to do Business with Relevant Licenses	At Least 5 Years Experience with Landscape Maintenance Projects	Attendance at Pre-Bid Meeting (Confirmed Via Sign-In)	History of Fulfilling Similar Contracts; Necessary Organization, Personnel, Capital, Equipment to Provide Specified Services	Bid Bond (\$10,000)	One Original, Eight Hard Copies, One Electronic Copy	Proposal Signed	Timely Submission	All Blanks Completed (Including N/A or Similar)	Certificate of Insurance	Proof of Sufficient Financial Capability	Completed Executed All Forms	Key Management and Resumes	Proposed Staffing Levels	Similar Projects of Size/Scope	Three References	Narrative Description of Approach	Completed Proposal Pricing	Replacement Pricing Page Contained in Addendum 4
Section Required in Instructions	8	8	8		3	1	1, 4	1, 4	5	16, 20.I.	17, 20.H.	20.A.	20.B.	20.C.	20.D.	20.E.	20.F.	20.G.	
Brightview	x	x	x	x	Missing		x		x	x	x	x	Incomplete	x	x	x	x	x	Missing
Down to Earth	x	x	x	x	x		x		x	x	x	x	x	x	x	x	x	x	x
Duval Landscape	x	x	x	x	x		x		x	x	x	x	x	x	x	x	x	x	Missing
								Cover Letter Signed, but not all Signature Lines in Forms				Forms Filled Electronically and not Notarized							
Koehn	x	x		x	x				x	x	x		Missing	x	x	x	x	x	x
United Land Services	x	x	No, did not Attend	x	x		x		x	x	x			x	x	x	Missing	x	x
VerdeGo	x	x	No, Admitted did not Attend	x	x		x		x	x	x			x	x	x	x	x	x
Yellowstone	x	x	x	x	x		x		x	x	x			x	x	x	x	x	x

**Additional Notes**

One original, eight hard, and one electronic copies were also required for submission and timely submission was required. Compliance with these requirements will be confirmed by the District Manager.

Section 1 of Instructions: "Any proposal not completed as specified or missing the required proposal documents may be disqualified at the District's discretion."

Rule 3.9 of Districts' Rules of Procedure: "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."

## Landscape RFP Proposal RECCD(s) Brief

### Down to Earth: Year 1 \$1,276,639.00

- Upon Award Implementation for a 30-60-90-day transition plan.
- Staff Model.
  - Regional Director
    - Branch Manager
      - Account Manager
        - Site foreman
        - Mow crews
        - Detail crews
      - Irrigation Manager
        - Irrigation Tech
      - IPM Manager
        - Fertilization pest Tech
- Work Order system is present.
- Mowing
  - Service report present.
  - Annual schedule present.
- Irrigation
  - Service report present.
  - Parts billed for separately.
- Detailing
  - Service report present.
  - Annual schedule present.
- Fertilization
  - Done in house. Tech included in proposal.
  - Annual schedule present.
- Pest Control
  - Service report present.
  - Not included in the proposal. Will be billed separately the month after services are rendered. Line item reflects a potential total cost of \$16,354.46.
- Weed Control
  - Service Report Present.
- Trimming and Edging
  - Service report present.
  - Annual schedule present.
- Mulching
  - Twice per year.
- Annuals: \$30,600
  - 4-time rotation per year.
- Add services
  - Mulching of pool decks
    - RH: \$1,976
    - RC: \$998
  - Storm Cleanup \$35 per hour.
  - Tree Steaking/Strapping Removal \$85 per hour/ lump baser on plan details.

- Freeze Protection: Upon request, DTE will supply labor and freeze blankets to cover cold sensitive plants.
- Hand Watering
  - \$55 per hour for employee with hand-held hose.
  - \$125 per hour for water truck/tanker.
- Buffer Trimming
  - Riverfront Park: \$1,800 per day.
  - County Road 244: \$1,800 per day.
- Certifications present in packet.
- Bid Bond is included in packet.

**Brightview:** Year 1 \$1,289,254.00

- Upon Award Implementation for a 30-60-90-day transition plan.
- Staff Model
  - Branch Manager
    - Assistant Branch Manager
    - Account Manager
      - Irrigation Manager
        - Irrigation Tech
        - Irrigation Admin
      - Production Manager
        - Mow Crew
        - Prune Crew
      - Branch Administrator
        - Admin Team
        - Design Team
- Work Order system is present.
- Mowing/Production Plan.
  - Annual schedule present.
- Irrigation
  - Service report present.
  - Parts billed for separately.
- Detailing
  - Annual schedule present.
- Fertilization
  - Outsourced.
  - Annual schedule present.
- Pruning Schedule
  - Annual schedule present.
- Pest Control
  - Not included in the proposal. Will be billed separately the month after services are rendered. Line item reflects a potential total cost of \$25,558.
- Weed Control
  - Annual schedule present.
- Trimming and Edging
  - Service report present.
  - Annual schedule present.

- Mulching
  - Twice per year.
- Annuals: \$32,400
  - 4-time rotation per year.
- Add services
  - Mulching of pool decks
    - RH: \$8,800
    - RC: \$11,000
  - Storm Cleanup \$65 per hour.
  - Tree Steaking/Strapping Removal \$65 per hour lump sum based on plan details.
  - Freeze Protection: If the District provides the freeze cloth material Brightview will provide the labor at \$40 per hour per person to cover plant material that has been identified on walks with the District Manager.
  - Hand Watering
    - \$45 per hours.
    - \$75 for water truck/tanker
  - Buffer Trimming
    - Riverfront Park: \$3,500
    - County Road 244: \$8,500
- Certifications present in packet
- Bid Bond is NOT included in packet

**United Land Services: Year 1 \$1,566,169.00**

- Upon Award Implementation for a 30-60-90-day transition plan.
  - Staff Model
    - Branch Manger
      - Director of Maintenance
        - Account Manager
        - Irrigation Manager
          - Irrigation Tech
        - Director of Agronomy
        - VP of Operations
- Work Order system is present.
- Mowing
  - Service report present.
  - Annual schedule present.
- Irrigation
  - Service report present.
- Detailing
  - Service report present.
  - Annual schedule present.
- Fertilization
  - 3<sup>rd</sup> partied.
  - Annual schedule present.
- Pest Control
  - Service report present.



- Not included in the proposal. Will be billed separately the month after services are rendered. Line item reflects a potential total cost of \$40,598.
- Weed Control
  - Service report present.
- Trimming and Edging
  - Service report present.
  - Annual schedule present.
- Mulching
  - Twice per year.
- Annuals \$30,960
  - 4-time rotation per year.
- Add services not included
  - Mulching of pool decks.
    - RH: \$5,515
    - RC: \$3,630
  - Storm Cleanup \$125 per hour.
  - Tree Steaking/Strapping Removal \$500 lump sum based on plan details.
  - Freeze Protection: \$1,700/application. Will provide frost cloth to protect all annual beds with 72-hour notice of freeze. Cost included all labor and materials to install and remove frost cloth.
  - Hand Watering \$45 per hours. For water truck/tanker.
  - Buffer Trimming
    - Riverfront Park: \$ 6,720
    - County Road 244: \$3.360
  -
- Bid Bond is included in packet
- Not present at Mandatory Pre-Bid

**VerdeGo:** Year 1 \$1,629,364.00

- No transition plan required.
- Staff Model
  - Branch Manager
    - Account Manager
      - Project Manager Maintenance
        - Crew Leads (x2)
      - Project Manager Detail
        - Crew Leads (x2)
- Work Order system is present
- Mowing
  - Service report present.
  - Annual schedule present.
- Irrigation
  - Service report present.
- Detailing
  - Service report present.
  - Annual schedule present.

- Fertilization
  - 3<sup>rd</sup> Partied.
  - Annual schedule present.
- Pest Control
  - Service report present.
  - Not included in the proposal. Will be billed separately the month after services are rendered. Line item reflects a potential total cost of \$41,706
- Weed Control
  - Service Report Present.
- Trimming and Edging
  - Service report present.
  - Annual schedule present.
- Mulching
  - Twice per year.
- Annuals: \$26,784
  - 4-time rotation per year.
- Add services
  - Mulching of pool decks
    - RH: \$3,600
    - RC: \$2,000
  - Storm Cleanup \$50 per hour.
  - Tree Steaking/Strapping Removal \$15 a tree for removal lump sum based on plan details.
  - Freeze Protection: \$45 per hours. Cover sensitive plants with frost blankets.
  - Hand Watering
    - \$40 per hour.
    - \$75 per hour for water truck/tanker.
  - Buffer Trimming
    - Riverfront Park: \$6,000
    - County Road 244: \$7,680
- Bid Bond is included in packet.

**Duval:** Year 1 \$1,681,319.58

- Upon Award Implementation for a 30-60-90-day transition plan.
- Staff Model
  - Owner/Pres
    - CFO
    - Branch Manager
      - Irrigation Manager
        - Irrigation Tech
      - Account Manager
        - Crew Sup
        - 4 crew members
      - Business Dev. Manager
      - Spray Tech
- Work Order system is present.

- Mowing
  - Service report present.
  - Annual schedule present.
- Irrigation
  - Service report present.
- Detailing
  - Service report present.
  - Annual schedule present.
- Fertilization
  - Done in house. Tech included in proposal.
  - Annual schedule present.
- Pest Control
  - Service report present.
  - Not included in the proposal. Will be billed separately the month after services are rendered. Line item reflects a potential total cost of \$18,482.61.
- Weed Control
  - Service report present.
- Trimming and Edging
  - Service report present.
  - Annual schedule present.
- Mulching
  - Twice per year.
- Annuals: \$31,092
  - 4-time rotation per year.
- Palm Trimming: \$66,355.56
  - 1X annual
- Add services not included in packet.
  - Mulching of pool decks
    - RH: \$10,836
    - RC: \$6,115
  - Storm Cleanup \$75 per hour.
  - Tree Steaking/Strapping Removal \$65 per hour lump sum based on plan details.
  - Freeze Protection: \$817 per application.
    - Cover sensitive plants (time and material basis to be proposed based on intensity of freeze and items to be covered) ensure all backflows are properly insulated immediate testing of irrigation after freeze to assess damages.
  - Hand Watering
    - \$35 per hour
    - \$45 for water truck/tanker
  - Buffer Trimming
    - Riverfront Park: \$34,784
    - County Road 244: \$26,724.30
- Bid Bond is included in packet.

**Yellowstone:** Year 1 \$2,196,026.90

- Upon Award Implementation for a 30-60-90-day transition plan.

- Staff Model.
  - Branch Manager
  - Operations Manager
  - Business Development Manager
  - Account Manager
  - Fertilization Chemical Manager
  - Irrigation Manager
  - Ass. Account Manager
  - 3 teams with 4-5 members (crews)
  - Detail team 4-5 members
- Work Order system is present.
- Mowing
  - Service report present.
  - Annual schedule present.
- Irrigation
  - Service report present.
- Detailing
  - Service report present.
  - Annual schedule present.
- Fertilization
  - Done in house. Tech included in proposal.
  - Annual schedule present.
- Pest Control
  - Service report present.
  - Not included in the proposal. Will be billed separately the month after services are rendered. Line item reflects a potential total cost of \$76,989.16.
- Weed Control
  - Service report present.
- Trimming and Edging
  - Service report present.
  - Annual schedule present.
- Mulching
  - Once per year
- Annuals: \$21,460
  - 4-time rotation per year
- Add services
  - Mulching of pool decks
    - RH: \$5,960
    - RC: \$8,520
  - Storm Cleanup \$95 per hour.
  - Tree Steaking/Strapping Removal \$55 per hour lump sum based on plan details
  - Freeze Protection: Shut down all clocks/backflows and drain mainlines. Shut down all battery-operated zones. Wrap backflow in an insulated material to keep pipes from bursting. \$0.00 for it is included in irrigation numbers.
  - Hand Watering
    - \$65 an hour for employee with hand-held hose.
    - \$120 per hour for water truck/tanker.

- Buffer Trimming
  - Riverfront Park: \$4,900
  - County Road 244: \$6,500
- Bid Bond is included in packet.

**Koehn** : Year 1 \$2,264,660.00

- Upon Award Implementation for a 30-60-90-day transition plan.
- Enhancement Credit in the amount of \$7,500 will be rewarded to the District.
- Staff Model
  - President. CEO
  - Account Manager
  - Crew Production Manager
  - Director of Irrigation
  - Director of Horticulture
  - Director of Maintenance
- Work Order system is present.
- Mowing
  - Service report present.
  - Annual schedule present.
- Irrigation
  - Service report present.
- Detailing
  - Service report present.
  - Annual schedule present.
- Fertilization
  - Outsourced by 3<sup>rd</sup> party.
  - Annual schedule present.
- Pest Control
  - Service report present.
  - Not included in the proposal. Will be billed separately the month after services are rendered. Line item reflects cost as N/A.
- Weed Control
  - Service report present.
- Trimming and Edging
  - Service report present.
  - Annual schedule present.
- Mulching
  - Once per year.
- Annuals: \$32,400
  - 4-time rotation per year.
- Add services
  - Mulching of pool decks
    - RH: \$5,000
    - RC: \$5,000
  - Storm Cleanup \$125 per hour.
  - Tree Steaking/Strapping Removal TBD lump sum based on plan details.

- Freeze Protection: Contractor will provide sheeting and labor to cover needed plant material. \$3,000 per application.
- Hand Watering
  - \$40 per hour for employee with hand-held hose.
  - \$95 per hour for water truck/hauler.
- Buffer Trimming
  - Riverfront Park: \$3,800
  - County Road 244: \$5,000
- Bid Bond is included in packet.
- Not present at Mandatory Pre-Bid

*SEVENTH ORDER OF BUSINESS*

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

This Second Amendment to the *Agreement between the Rivers Edge Community Development District and Vesta Property Services, Inc. for Amenity Management and Field Operation Services* (the “**Amendment**”) is made and entered into this 31 day of December 2021, by and between:

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

**Vesta Property Services, Inc.**, a Florida corporation, with offices located at 245 Riverside Avenue, Suite 250, Jacksonville, Florida 32202 (the “**Contractor**” and, together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District and the Contractor previously entered into that certain *Agreement between the Rivers Edge Community Development District and Vesta Property Services, Inc. for Amenity Management and Field Operation Services*, dated January 17, 2020, as amended from time to time (the “**Agreement**”); and

**WHEREAS**, the Contractor has submitted a proposal for enhanced levels of service, attached hereto as **Exhibit A**; and

**WHEREAS**, the Parties now desire to amend the Agreement to provide for an enhanced level of service and associated amendments to the exhibits to the Agreement.

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

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Amendment.

2. **AMENDED SCOPE OF SERVICES.** Section 3 of the Agreement (Scope of Services) is hereby amended to add the following provisions:

**G. Amenity Manager Position.**

- i. The Contractor shall be responsible, through the Amenity Manager position, for managing and monitoring the operation of the District’s amenity facilities, including providing for efficient and effective guest services, clubhouse operation



and special events; hiring and training guest services staff, lifeguards, and clubhouse attendants; and ensuring that adequate inventory levels are maintained for facility operations, as more particularly described in **Composite Exhibit B**, and in the section titled “Amenity Manager- Responsibilities and Duties.”

- ii. The Amenity Manager reports to the general Manager and shall oversee the facility team, consisting of the aquatics team (lifeguards), and guest services team (facility attendants).
- 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. Hiring of the Amenity Manager position shall be in accordance with Section 5 of the Agreement.

**3. AMENDED REVENUE SHARE FOR RIVER HOUSE AMENITY PROGRAMMING.** Section 7 of the Agreement is replaced with the following provision:

**7. Sharing of Revenues.** Contractor shall be required to remit programming revenues to the District as follows:

- A. Programs or events contracted and provided directly by the District, for which Contractor collects no funds: Contractor is entitled to no revenues for such programs.
- B. Programs or events provided by Contractor staff: Vesta is entitled to retain 90% of the gross revenues from such programs, and 10% of the gross revenue shall be remitted to the District.
- C. Programs or events contracted directly by the District, but for which Contractor handles the collection of funds: Contractor shall be entitled to a 10% of the gross revenues generated as a processing fee. The remainder of the gross revenues shall be remitted to the District.

**4. EMPLOYEE TRAINING.** Every attempt shall be made to conduct periodic training and development of the on-site Vesta employees while on the District’s property; however, on some occasions an employee may need to leave for training conducted elsewhere besides the District’s property. Such absences shall be conducted in a manner that results in minimal-to-no impact on Vesta’s day-to-day management of the District’s amenities.

**5. AMENDED TERM.** Section 23 of the Agreement is amended to provide for the following additional terms: (1) FY 22: October 1, 2021, to September 30, 2022, (2) FY 23: October 1, 2022, to September 30, 2023, (3) FY 24: October 1, 2023, to September 30, 2024. The Agreement shall automatically renew on October 1 of each year unless terminated earlier as stated in the Agreement. If all renewals are exercised, the Agreement shall remain in effect until 11:59 p.m. on **September 30, 2024**, unless terminated earlier in accordance with the provisions of the Agreement.

**6. AMENDMENT TO EXHIBIT B.** Composite Exhibit B to the Agreement, setting forth the scope of services and compensation therefor, is replaced with **Composite Exhibit B** attached hereto.

7. **AMENDMENT TO EXHIBIT C.** Exhibit C to the Agreement, setting forth the organizational chart, is hereby replaced with **Exhibit C** attached hereto.

8. **E-VERIFY.** Effective immediately and for as long as the Contractor provides services for the District, the Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Amendment, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Amendment.

9. **AUTHORITY.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Amendment, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this Amendment.


10. **CONFLICTS.** The Agreement remains in full force and effect, except to the extent expressly amended pursuant to this Amendment.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their duly authorized officers to be effective as of the day and year first above written.

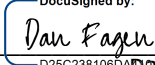
**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**

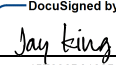
\_\_\_\_\_  
Witness

By:   
Name: Ahmed McIntyre  
Title: Chairman

Attest:

**VESTA PROPERTY SERVICES, INC.**

  
Name: Dan Fagen  
Title: Director of Amenity Operations

By:   
Name: Jay King  
Title: Vice President

- Exhibit A:** Intentionally Omitted
- Exhibit B:** Amended Scope of Services and Compensation
- Exhibit C:** Amended Organizational Chart

**EXHIBIT A**

[Intentionally omitted – No change to Exhibit A of the Agreement]

**EXHIBIT B**  
**Amended Scope of Services and Compensation**

**STAFFING LEVELS:**

Function	Leadership	Team Members
Management	(1) General Manager	
Field Operations	(1) Field Operations Manager	(3) Common Area Maintenance Techs, (1) Pool Service Tech, (1) Janitorial Tech
Amenity	(1) Amenity Manager	<b>Aquatics Team:</b> (1) Lifeguard Supervisor, (2) Head Lifeguards & (9) Lifeguards <b>Guest Services Team:</b> (12) Facility Attendants <b>River Café Team:</b> (1) Chef, (4) Cooks/Kitchen Assistants, (2) Bartenders, (5) Servers & (2) Runners
Lifestyle	(1) Lifestyle Director	(4) Event Staff
Totals	(4) Salaried Managers	(47) Hourly Team Members

- **Note 1:** *The River Café Team operates solely under Rivers Edge II CDD. References to the River Café Team herein are provided for reference only.*
- **Note 2:** *Staffing levels provided herein are for both Rivers Edge CDD and Rivers Edge II CDD.*
- **Note 3:** *In the event that a salaried position is vacant, Contractor shall work diligently to fill the position. In the event that temporary staffing or service level changes occur, the Parties shall negotiate an amended compensation amount not exceeding the line item cost attributable to that position or service. Staff may be compensated above the amounts stated by the Contractor in the proposal dated July 6, 2021, but no additional charge shall be due from the District for such additional amounts without written authorization from the District.*

**COMPENSATION:**

Service	FY 22	FY 23	FY 24
Field Ops Services	\$42,030.94	\$44,323.53	\$45,851.93
Maintenance Services	\$70,871.52	\$75,040.43	\$79,621.18
GM Services	\$55,098.74	\$57,314.91	\$59,225.41
Lifestyle Services	\$34,388.95	\$36,299.44	\$37,827.84
Facility Attendant (Hospitality) Services	\$56,411.03	\$61,447.73	\$67,155.99
Pool Maintenance Services	\$9,455.51	\$10,011.72	\$10,706.97
Janitorial Services	\$7,416.09	\$8,155.00	\$8,915.48
Aquatics Management (Lifeguards) Services*	\$41,634.58	\$46,009.23	\$49,969.04
Administrative	No cost	\$18,540.21	\$19,253.30

(Amenity Management) Services			
<b>Total</b>	<b>\$317,307.36</b>	<b>\$357,142.21</b>	<b>\$378,527.14</b>
<i>Hourly rates paid by District to Contractor</i>			
Facility/After-Hours Attendants**	\$22.56	\$24.58	\$26.86
Lifeguards*	\$17.89	\$19.77	\$21.47
Hourly maintenance services**	\$27.00	\$28.25	\$30.00

\*Lifeguards are billed hourly as actually staffed, rather than as a lump-sum price. The total price above is an estimate of yearly cost.

\*\* Staffing of (1) up to 12 facility attendants for an annual total of 2,500 hours and (2) two full-time maintenance staff and one part-time maintenance staff are included in the lump-sum prices above, rather than paid on an hourly basis. The hourly rates provided herein shall apply to services beyond the normal scope of services only.

### **MILEAGE REIMBURSEMENT:**

The District shall reimburse the Vesta personnel listed below for mileage expenses incurred due to conducting District business with either a Vesta-owned vehicle or a personal-owned vehicle (rather than a District-owned vehicle.) Such mileage shall include travel within the District's property as well as offsite travel to procure supplies needed for the District. Reimbursement rates shall be determined per IRS guidelines and there shall be no "mark-up" of the expense by Vesta, who shall document the mileage expenses with appropriate back-up information such as mileage figures for each trip. Mileage reimbursement shall not exceed \$3600/year without prior authorization from the District. The following Vesta personnel shall be entitled to mileage reimbursement: General Manager (currently Jason Davidson), the Field Operations Manager (currently Johnathan Perry), the Amenity Manager (currently Eric Olsen), and the Lifestyle Director (currently Clint Waugh) .

### **JOB DESCRIPTIONS:**

#### **General Manager- Responsibilities and Duties**

- Act as an ambassador of the community on behalf of the District.
- Act as a liaison between Vesta staff, the District Manager, the Board of Supervisors, and other stakeholders.
- Assist the District Manager in creating and maintaining budgets as well as ongoing management of the capital survey.
- Monitor the use and condition of both the River House and River Club Amenity Centers and surrounding areas.
- Monitor Fire, Security and Access Control systems to ensure proper functionality, with a vision toward the future.
- Ensure all licensing and permits that are required by state/local governments are current.
- Resolve and take ownership of any related facility issues that may occur. Communicate to the appropriate parties issues that may require additional resources or which are beyond Vesta's expertise.

- Ensure all contractual obligations to the community are fulfilled with excellence. Monitor vendor performance and communicate when standards are not being met.
- Maintain an expansive knowledge of the history and current state of the entire community with a vision toward the future.
- Maintain timely communication with CDD staff, CDD Board and support staff.
- Issue comprehensive reports to the Board at monthly meetings.
- Provide timely communication with residents as it relates to concerns and or request.
- Resolve resident issues on a timely basis. Report concerns to the board on the resident's behalf. Recommend policy changes when needed.
- Provide tours of the amenities for new and prospective residents.
- Create and maintain a productive, fun and service oriented environment for staff
- Support and hold accountable all Vesta staff to exceptional standards of service such as the Lifestyle Director(s), Amenity Manager, and Field Operations Manager in their areas of responsibility. Provide direction and support to said staff.
- Conduct and execute Payroll for all staff.
- Keep track of labor allocations and pass throughs for all staff to ensure proper billing.
- Development of Café P&Ls to ensure a revenue-neutral budget.

#### **Amenity Manager – Responsibilities and Duties**

- Act as an ambassador of the community on behalf of the District.
- Provide a warm, welcoming atmosphere for our current and future residents.
- Participate in daily operations, including guest services, café and special events
- Monitor cleanliness of café, clubhouse and facilities.
- Ensure meals are served delicious and in a timely and friendly manner.
- Oversee staff and standard operating procedures.
- Act as a leader with a strong sense of urgency, responsiveness and purpose
- Engage with guests (residents) and staff and be a team builder.
- File and retrieve records and correspondence as needed for Corporate and District.
- Coordinate, oversee, and manage the Aquatics Team, the Guest Services Team, and the River Café Team.
- Hiring of staff for café, guest services, lifeguards, and clubhouse attendants.
- Training of café staff, guest services, and clubhouse attendants.
- Schedule café, guest services, lifeguards, and clubhouse attendants.
- Develops and maintains adequate food/supplies, orders as required.
- Assures all food/drink and other departmental supplies are ordered and received in a timely manner so adequate inventory levels are maintained.
- Development of café menu items and execution.
- Assures all menu items adhere to established standards.
- Abide by all Health Code Standards set forth by Osha, DBPR and Florida Department of Health.
- Receives deliveries when assigned.
- Performs other related duties as required.

*Note: Tasks applicable to the River Club café are provided solely for the Rivers Edge II CDD and are referenced herein only to the extent that they provide information about other duties the Amenity Manager is authorized to perform.*

### **Lifestyle Director – Responsibilities and Duties**

- Act as an ambassador of the community on behalf of the District. Greet all guests to immediately create a warm and inviting atmosphere all while promoting the RiverTown Lifestyle.
- Make an intentional effort to personally connect with each patron and personalize the conversation based on each guest's specific needs. Field resident questions, inquiries, and concerns regarding lifestyle programs.
- Direct patrons to the interactive community monitors. Based on the interest of the individuals, assist in navigating the content.
- Development of newsletters, Facebook posts and e-blasts to aid in promoting events and programming.
- Provide and/or coordinate tours of the community.
- Survey the community, seek resident contributions of ideas and participation, and utilize creativity and the ideas of other associates to create engaging activities, events and programs tailored to the community's wide range of ages and interests.
- Develop, plan and execute events in conjunction with the events budget; and provide quarterly reporting on budget expenditures. This includes identifying and vetting vendors, securing and training adequate staff for events, completing administrative tasks such as scheduling and registration, and arranging for proper and timely payment to vendors.
- Drive interest in the offered activities and events, using a variety of methods such as personal interaction, newsletters, website, e-blasts and positive word-of-mouth.
- Guiding residents through the process of establishing clubs along with monitorization once established.
- Monitors renting of Garden Plots and Kayak Storage.
  - 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.
  - 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.
  - Ensure that Community Garden participants adhere to District adopted policies and all federal, state and local regulations, laws, codes and permit requirements.
- Aid residents in securing rentals for the facilities from start to finish.
- Distribution and tracking of access cards for residents so they may access the facilities.

### **Field Operations Manager – Responsibilities and Duties**

- Implement all policies and procedures established by the District as they relate to the day-



to-day maintenance and upkeep of all District assets.

- Act as the primary point of contact for district supervisors and staff, residents and service providers.
- Report to and interact with district supervisors, staff and residents during monthly meetings. Implement District Board directives on a timely basis.
- Respond to resident inquiries in a timely and professional manner.
- Advise the District 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.
- Assist the District Manager in developing an annual maintenance budget and a long-term facility replacement schedule
- Maintain an up-to-date operations and maintenance manual, complete with current drawings.
- 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.
- 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.
- Monitor and assess the performance of all maintenance contractors. Hold all service providers accountable to a high standard. Report to board any remedial actions required.
- *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.
- *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.

### **Maintenance Technician(s) – Responsibilities and Duties**

#### *Facility*

- Maintain supply inventory of all continual maintenance needs
- Monitor and repair fitness equipment as able (rotate periodically for equal wear)
- Monitor the condition of all doors and functionality and resolve any issues
- Report any extraordinary repairs to Management as needed
- Pressure wash all assigned areas of District property
- Check batteries, and overall functions of the ADA pool lift chairs.
- Maintain complete organization of all storage closets and buildings
- Monitor the condition of all fencing and adjoining gates and resolve any issues
- Touch up painting as needed
- Replace interior lights and A/C filters as needed
- Control cobwebs and prevent other debris from accumulating on exterior walls
- Daily cleaning of all outdoor structures.

- Thorough removal of debris and trash in and around the facility.
- Clean soffits, ceiling fans, light fixtures and all outdoor ceiling surfaces.
- Blow off entire pool deck and all entryways.
- Removal of spider webs, wasps' nests, mud daubers, etc.
- 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.

#### *Common Grounds*

- Remove trash and debris from common areas including
  - Community entry areas
  - Community Parks
  - Ponds
- Clean district monuments
- Maintain playgrounds and equipment
- Clean and maintain dog park
- Clean and maintain pocket parks
- 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.
- Address and report safety hazards on any District property immediately.

*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 hourly rates provided herein.

#### **Pool Technician – Responsibilities and Duties**

- Clean and maintain filled pools and facilities by skimming, vacuuming, and performing chemical treatments.
- Regularly test pool water for pH; chlorine; presence of bacteria, algae, or contaminants; and other data. Note that testing by any other personnel shall not be substituted for Pool Technician's obligation to regularly test for proper chemical levels.
- Ensure correct chemistry, and clarity of pool water.
- Check and log chemical inventory, report needs as they occur.
- Add chemicals to pools where needed.
- Treat drain stains and Phosphate treatments as needed (report extraordinary chemical needs/usages to Field Operations Manager).
- Inspect pool and equipment; troubleshoot and repair identified issues (as able). Identify outside contractors to perform any necessary repairs that cannot be performed by Pool Technician.
- Maintain daily logs outlining chemical usage, water quality, repairs, and supplies.
- Install, maintain, and repair automated control systems, intake and drain valves, pumps,

motors, and chemical and leak detection systems.

- Clean, maintain, and perform regular inspections of all filtration systems, chemical feeders and controllers, injection lines, connections, gauges, etc.
- Manually skim, brush and vacuum pools as necessary
- Inspection of all plumbing for leaks and functionality
- Inspect autofill and float switches
- Maintain the functionality of all mechanized equipment
- Resolve client or customer problems.
- Perform other related duties as assigned.
- Routine QC inspections and checklists for Health Department regulations, including but not limited to:
  - 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.
  - 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).
- Clean pool tiles and scum gutters.
- Perform annual maintenance.
- Operate filtration and recirculation systems.
- Maintain pool at proper water level and maintain filtration rates.
- Check valves and other components for leaks and maintain in proper condition.
- 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 an extraordinary weather event shall be billable to the District at cost. If additional chemicals are required they will 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 paid to the Contractor.*

### **Janitorial Service Tech – Responsibilities and Duties**

- Maintain the general appearance of all indoor spaces by vacuuming carpet, dusting, mopping all tiles or wood areas, cleaning windows, bathrooms, counters, and tiled areas.
- In addition to vacuuming, maintain carpeting by treating stained areas.
- Window cleaning includes window ledges and blinds.
- 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.

- Dusting of window ledges and blinds, vents, furniture, baseboards, countertops, lights, picture frames, shelves, televisions, and fitness equipment.
- Cleaning of tiled areas includes dust mopping, damp mopping and baseboards.
- Communication to management staff when supplies are needed.

*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.*

### **Head Lifeguard – Responsibilities and Duties**

- Ensure all operational and safety procedures are properly followed.
- Establish weekly schedule and plans daily work assignments.
- Train and coach employees.
- Inspect staff work performance.
- Demonstrates leadership and training to staff.
- Communicates effectively with staff.
- Exercise duties consistent with the American Red Cross Lifesaving Course.
- Monitor pool-related activities closely throughout shift and identify any safety issues.
- Direct swimmers out of the pool in hazardous conditions.
- Open the pool each day and close it down each evening, depending on schedule and hours.
- Monitor weather reports closely to ensure safety of guests.
- Maintain a clean environment in and around the pool.
- Aid patrons when appropriate or necessary.

### **Lifeguard – Responsibilities and Duties**

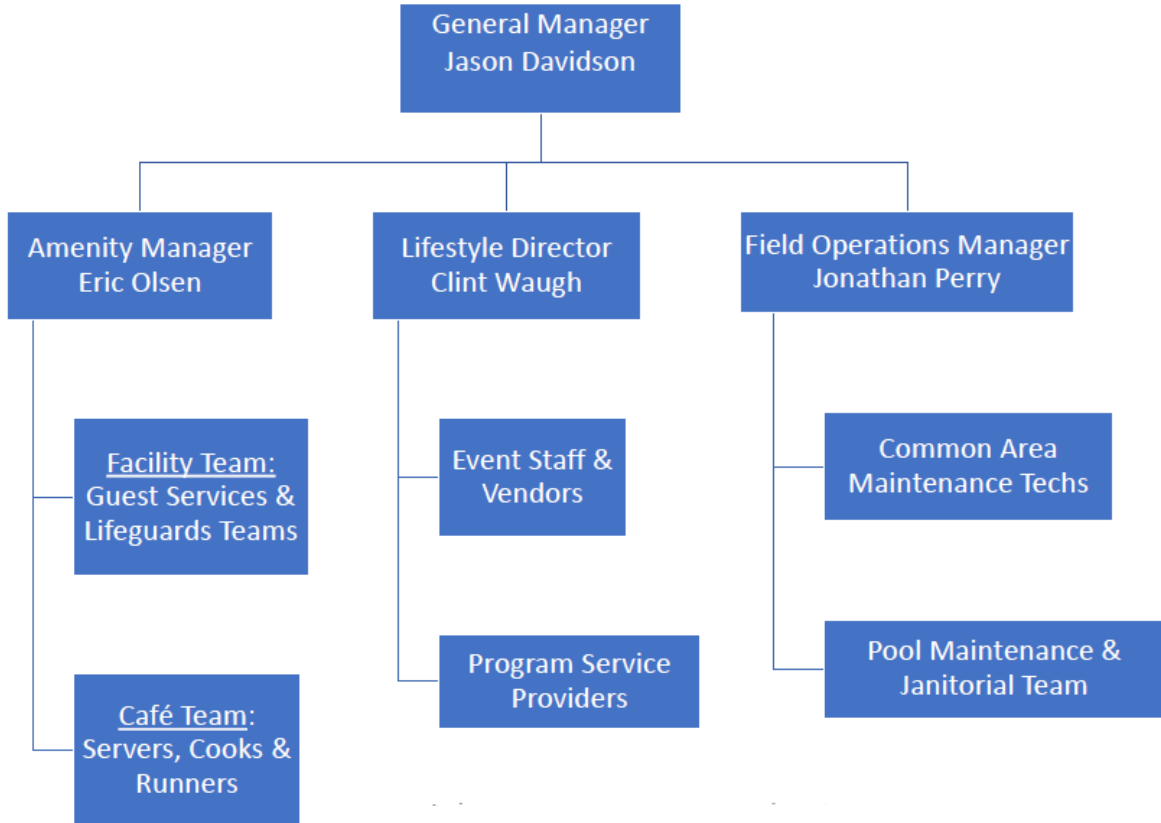
- Exercise duties consistent with the American Red Cross Lifesaving Course.
- Monitor pool-related activities closely throughout shift and identify any safety issues.
- Direct swimmers out of the pool in hazardous conditions.
- Open the pool each day and close it down each evening, depending on schedule and hours.
- Monitor weather reports closely to ensure safety of guests.
- Maintain a clean environment in and around the pool.
- Aid patrons when appropriate or necessary.
- *Note: Lifeguard staff must hold Red Cross or equivalent CPR/lifeguard training and any swim instructors or other personnel must hold all required legal and other certifications.*

### **Facility Attendant – Responsibilities and Duties**

- Greet residents, prospective residents and guests.
- Provide a highly visible presence in and around the facility.
- Ensure all guests are registered properly.
- Provide tours of the facility
- Tactfully enforce community policies.
- Assist with community special events
- Swiftly address conflicts or concerns.

- Complete various administrative duties such as room rental reservations, program registrations and answering phones.
- Provide additional cleaning in or around the facility.

**EXHIBIT C**  
**Amended Organizational Chart**



- *Note: Café team is staffed under the Contractor's separate agreement with the Rivers Edge II CDD*